



## **General Terms and Conditions for the EBIR Application and Participation**

### **1. Scope of Application**

1.1 These General Terms and Conditions exclusively govern the application for and participation in the European Board of Interventional Radiology Examination (hereinafter referred to as "EBIR").

1.2 A contractual relationship governed by these terms and conditions is entered into between CIRSE Cardiovascular and Interventional Radiological Society of Europe (hereinafter referred to as "CIRSE Society") with its registered office in 1010 Vienna, Austria, Neutorgasse 9, and the EBIR candidate (hereinafter referred to as the "Candidate").

1.3 Any contractual or legal declarations of the Candidate deviating from these general terms and conditions shall not be part of the contract between CIRSE Society and the Candidate.

### **2. Application**

2.1 Application for the EBIR has to be made electronically by submission of the required application documents in the user area of the CIRSE website.

The entry criteria and application forms are provided at the CIRSE website. Incomplete or incorrect application forms cannot be accepted.

2.2 Upon electronic submission of the completed documents and settlement of the application fee, the Candidate shall receive an electronic confirmation.

2.3 The Candidate acknowledges and agrees that he/she will only be admitted to EBIR after receipt of the full payment of the examination fee by CIRSE Society by the respective deadline. The contract between CIRSE Society and the Candidate shall be deemed concluded upon receipt of the examination fee.

2.4 Upon receipt of the complete application documents by CIRSE Society, the documents will be forwarded to the EBIR Reviewing Board. As soon as the application has been reviewed and approved by the EBIR Reviewing Board, the Candidate will be allotted a place and notified of the examination date and venue.

2.5 Payment of the examination fee can only be effected either by bank transfer or by credit card (VISA or MasterCard).

2.6 Upon payment of the examination fee (either by credit card or bank transfer), the Candidate will receive a confirmation of payment by e-mail.

The registration fee needs to be paid to:

- Account Name: CIRSE
- Bank Name: Die Erste Bank
- IBAN: AT90 2011 1283 1923 0800
- BIC: GIBAATWW



The recipient's name and order number must be provided as a reference on the bank transfer document. Any bank charges incurred are to be paid by the Candidate.

#### 2.7 Cancellation of the application or participation by the Candidate

In case the Candidate withdraws his/her application or participation in the EBIR examination, CIRSE Society will not refund any examination fees, unless section 2.9 applies.

If a Candidate cannot comply with all entry criteria during the registration process or is declined during the reviewing process by the EBIR Committee, his/her application for the exam will be cancelled. Refund of the application fee is not possible.

CIRSE Society, however, offers all registered Candidates the possibility to insure against cancellation by taking out insurance with its partner "Europäische Reiseversicherung". The insurance can only be booked after the application has been reviewed and approved. A link to the insurance offer will be provided by CIRSE Society via email. In the occurrence of the event insured, refunds may be made according to the terms and conditions of "Europäische Reiseversicherung". CIRSE Society will in any case not refund any examination fees, unless section 2.8 applies.

#### 2.8 Special Withdrawal Right for Consumers being EU residents

A Candidate being a consumer residing in a Member State of the EU has the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract

To exercise the right of withdrawal, the Candidate must inform CIRSE Society (Cardiovascular and Interventional Radiological Society of Europe, Neutorgasse 9, 1010 Vienna, Austria; Phone: +43 1 904 2003; Fax: + 43 1 904 2003 30; E-mail: [ebir@cirse.org](mailto:ebir@cirse.org)) of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The Candidate may use the attached model withdrawal form, which is not obligatory. The Candidate may also electronically fill in and submit the model withdrawal form or any other unequivocal statement on CIRSE Society's website. In case of withdrawal, CIRSE Society will communicate to the Candidate an acknowledgement of receipt of such a withdrawal by e-mail without delay.

To meet the withdrawal deadline, it is sufficient that the Candidate sends a communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If the Candidate withdraws from this contract, CIRSE Society shall reimburse all payments received from the Candidate, without undue delay and in any event not later than 14 days from the day on which CIRSE Society is informed about the Candidate's decision to withdraw from this contract. CIRSE Society will carry out such reimbursement using the same means of payment as the Candidate used for the initial transaction, unless the Candidate has expressly agreed otherwise; in any event, the Candidate will not incur any fees as a result of such reimbursement.



If the Candidate requested to begin the performance of services during the withdrawal period, then the Candidate shall pay CIRSE Society an amount which is in proportion to what has been provided until the Candidate has communicated to CIRSE Society his/her withdrawal from this contract, in comparison with the full coverage of the contract.

## **2.9 Changes of Location and Dates**

CIRSE Society has the right to revise the examination venue and dates if it considers such amendments as appropriate, in particular due to changed circumstances or other factual changes which could not be expected at the time of application. Any change in the location or time does not entitle the Candidates to request refund or lowering of fees nor to put forward a claim to damages incurred thereby.

In case of cancellation of the examination for whatever reasons, CIRSE Society will refund to the Candidate the application fee less such costs already accrued until the date of cancellation. CIRSE Society does not accept any liability for damages or costs incurred which may result from cancellation of the examination.

## **3. Application Fees**

CIRSE Society reserves the right to change the examination fee at any time without notification. The fee set at the time of payment is applicable, regardless of whether the Candidate has submitted any application documents earlier.

Any registration fees for CIRSE Congresses are not included in the examination fees.

## **4. Examination Schedule**

The examination schedule indicating the exact times of the Candidate's examination will be sent to the Candidates approximately two months prior to the examination.

## **5. Results**

Results will be communicated to Candidates no earlier than 8 weeks after the examination. Successful Candidates will be awarded a formal certificate, which will be sent by post. Successful Candidates may add EBIR (European Board of Interventional Radiology) to their post-nominal qualifications.

Candidates who have not passed the examination can apply to re-sit the exam. A maximum of four attempts within three years is permitted per Candidate. There will not be separate sittings for Candidates repeating assessment. Those applying for a repeat exam must resubmit all required documents and complete the payment as before. A transfer of the previous examination fee is not possible.

## **6. Personal Data and Consent**

The Candidates acknowledge that their personal data including their e-mail address submitted with the EBIR application is processed by CIRSE Society for the purposes of organising the examination.



## 7. Onsite registration

Candidates are requested to bring a valid proof of identity in the form of a passport, driver's license or identity card to the examination.

All mobile phones must be handed in before the exam at the registration desk and collected after the exam.

## 8. Identification

Candidates may at any time be requested to present adequate proof of identity. Documents for the proof of identity must include a photograph and signature.

## 9. Photo Policy

Recording and photographing at the examination venue throughout the examination is not allowed. No Candidate may record, film, tape, photograph, interview, or use any other such media during the examinations without the express, advance written approval of CIRSE Society.

## 10. Feedback on request

Unsuccessful Candidates may request access to the examination within 2 weeks after they have been informed of the result. The request must be made in writing.

Feedback will be given by telephone only. Candidates will receive information on the feedback process upon contacting EBIR Examination Services at [ebir@cirse.org](mailto:ebir@cirse.org). The fee for the examination feedback is 350€.

Subject to clause 11 (*Appeals*), the examiners' decision is final and binding upon the Candidates.

## 11. Appeals

Unsuccessful Candidates may submit an appeal request within 2 weeks after receipt of results. The request must be submitted in writing and be based on EITHER:

- 1) The Candidate experiencing extenuating circumstances on the day of the assessment, and being able to provide evidence of same

OR

- 2) The examination was not conducted according to appropriate policy and procedure, and being able to provide evidence of same

An Appeal Board will receive the request and decide whether the evidence for the case is valid and will EITHER:

- 1) Provide a written answer declining the appeal on the basis of lacking, poor or insufficient evidence. This decision of the Appeal Board will be communicated to the Candidate by notification via email.

OR



- 2) Provide a written answer informing the Candidate that his or her appeal was successful. This decision of the Appeal Board will be communicated to the Candidate by notification via email.

OR

- 3) Notify the Candidate via email, that the basis of the Candidate's appeal will be heard by phone conference. The resulting decision of the Appeal Board will be communicated to the Candidate by written notification via email.

If the appeal is rejected, the Candidate may re-apply to do the examination. Applying for a repeat exam, the Candidate must resubmit all required documents and complete the payment as before. A transfer of the previous examination fee is not possible.

If the appeal is successful, the Candidate will be offered another opportunity to do the examination at the next available sitting which is convenient for him/her, free of charge.

The decision of the Appeal Board is final and binding upon the Candidates.

## **12. Applicable Law/Place of Venue**

12.1 Any contractual relationship with CIRSE Society shall be subject to Austrian law. As far as consumers who are residents of an EU Member State are concerned, such choice of law shall be applied only insofar as there is no conflict with obligatory provisions of the country where the consumer has his or her habitual abode or residence.

12.2 The place of venue, fulfillment and jurisdiction shall be 1010 Vienna. CIRSE Society shall be entitled to pursue any claim before the courts of law competent for the defendant's domicile or general residence. In cases where the Candidate is a consumer such legal venue shall only be deemed to apply, if the Candidate has his or her habitual residence or abode or place of employment in said court district or if the Candidate does not reside in Austria.

12.3. Should any provision of this General Terms and Conditions for the EBIR Application concluded with the Candidate be or become entirely or partially ineffective, this shall not affect the effectiveness or enforceability of the remaining provisions. The provision that has become entirely or partially ineffective shall be replaced by a new provision, the contents, meaning and purpose of which conform as far as possible economically and legally to those of the ineffective provision.