

CIPS Chartered Status Assessment Terms and Conditions (v1.0 12.01.15)

This page (together with the documents referred to on it) tells you (“**you**” means the party contracting with CIPS) the terms and conditions on which we (“**we**”, “**us**”, “**our**” and “**CIPS**” means the Chartered Institute of Procurement and Supply) supply and is to be read in conjunction with our General Terms & Conditions of Business and Website Use which can be found on our website www.cips.org (“**General Terms**”). If there is an inconsistency between any of the provisions of these terms and conditions and the General Terms, the provisions of these terms and conditions shall prevail.

Please read these terms and conditions carefully before booking applying for Chartered Status Assessment. You should understand that applying for assessment you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Whilst we will make every effort to keep changes to a minimum, we may make amendments to the terms and conditions at any time to reflect changes in market conditions affecting our business, changes to technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems capabilities.

1. Ownership & copyright

The CIPS Assessments are owned by CIPS. The content provided on the website together with all materials provided as part of the Chartered Status Entry Routes (together, “**CIPS Materials**”) including graphics, code, text products, software, audio, music and design are owned by either CIPS or licenced to CIPS. No content in whole or in part of the CIPS Online Competency Assessment, the written assessment, the interview assessment or any CIPS Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of CIPS. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of CIPS, or in the case of material licensed to CIPS, the owner of such materials. You agree not to access the CIPS Online Competency Assessment materials by any means other than through the website. You also agree not to delete, change or modify in any way the copyright notices.

2. Description and pricing

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the assessment process that you have applied for prior to acceptance onto the assessment, we will tell you and give you the option of either reconfirming your application onto the assessment at the correct price or cancelling your application. In this instance, if we are unable to contact you or we receive no reply from you, your application will be cancelled. CIPS reserves the right to change prices listed without notice. CIPS also reserves the right to refuse to supply to any individual or company.

3. Completion of your assessment application

Your membership must be current to apply for all Chartered Status Entry Routes. If your membership is not current, you must renew or submit your new member registration form and pay before sending us your application.

Full details on the eligibility criteria and application requirements are available on the CIPS website under Chartered Status. It is essential that you meet the eligibility requirements for the specific Chartered Entry Route you are looking to apply for.

4. Important points to remember!

CIPS will outline at each stage of any of the Chartered Entry Routes the timescales for responding. CIPS will endeavour to meet these timescales at all times, however, during busy times CIPS may exceed the stipulated timescales.

5. How do I know if you have received my application form?

As soon as we have received your application form you will receive an auto response message informing you of when you should next expect to hear from CIPS.

If you receive any notification from CIPS stating that your application cannot be processed, please respond immediately.

6. Awarding of Chartered Status

The CIPS website details the initial eligibility criteria for each route to Chartered Status.

You must successfully pass and complete all elements of your chosen Chartered Entry Route and the outcome of all assessments must be approved by CIPS before you will achieve and be awarded Chartered Status. The award of the status is valid for 1 year from the date of award, and any renewal of your Chartered Status is subject to satisfactorily meeting all renewal requirements. These are all detailed on the CIPS website.

7. Reasonable adjustment need

CIPS has a responsibility to ensure that all its candidates have equal opportunities to reach their full potential. In some instances, candidates may require adjustments to the assessment process to give them an equal opportunity, and CIPS has a responsibility to ensure that appropriate adjustments are made for such candidates.

If you have a requirement for any reasonable adjustments you must inform CIPS as soon as possible when you apply for the Chartered Entry Route. Further information about reasonable adjustments can be found on the website: www.cips.org and type reasonable adjustments into the search bar.

8. Appeals

Should you wish to appeal against the process or the outcome of your assessment for Chartered Status you may apply to CIPS following the appeals procedure. The appeals policy can be found on the CIPS website. There is a charge for appeals which is refunded if the appeal is upheld.

9. Recording of assessments and assessment materials

CIPS assessments are owned by CIPS and the reproduction and sharing in any form of any assessment material is not permitted under any circumstance. CIPS may record interview or viva style assessments for quality, verification, moderation and training purposes. You are not permitted to record any assessments.

10. Assessment fees

The fees payable by you to CIPS in respect of the provision by CIPS of the Chartered Status Assessment Routes are stated on the CIPS website. These are currently exempt of any VAT. Unless otherwise agreed by CIPS, the fees and any other sums payable by you under the contract will be due and payable on CIPS' acceptance of your application. If you fail to make any payment by the due date, then, without prejudice to any other right or remedy available to CIPS, we will be entitled to cancel the contract or suspend your entry for any CIPS' assessment.

11. Use of material

After results have been released, CIPS will periodically produce reports. The reports may include examples of good practice. You agree that CIPS shall have the right to use your assessment submissions or part of them for the above purposes but on a strictly anonymous basis.

12. Limitation of liability

CIPS will not be liable to you or be deemed in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any cause beyond CIPS' reasonable control or due to your fault. In the unlikely event that CIPS fails to provide the services in accordance with the contract or is unable to notify you of your Assessment results for any reason other than any cause beyond its reasonable control or your fault, and CIPS is accordingly liable to you, CIPS shall, at its expense, provide an alternative opportunity for you to re-attempt the relevant Assessment at a mutually convenient time, and, in doing so, shall fully discharge any liability to you in respect of such failure and shall have no further liability to you. If you do not wish to avail yourself of such opportunity, CIPS' liability in respect of such failure will be limited to the refund of any fees paid by you under the contract and the reimbursement to you of any reasonable standard class travel and accommodation expenses incurred by you or that you cannot cancel in respect of arrangements made by you for taking the Assessment. Your statutory rights will not be affected by this clause. Due to the nature of the Chartered Status Assessment, CIPS is unable to offer affected candidates a discretionary pass.

13. General

CIPS may perform any of its obligations or exercise any of its rights under the contract directly or through any agent or subcontractor appointed by it, provided that any act or omission of any such other person will be treated as the act or omission of CIPS.

14. Severance

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question will not be affected.

15. How to Pay

You can pay by credit or debit card. Please note that we do not accept payment by cash or payments in any currency other than UK pounds sterling.

You will not be eligible to start the Chartered Status Assessment Process until full payment is received.

16. VAT

Fees quoted are exclusive of VAT, A copy of your receipt will be sent to you by email once your payment is complete.

17. Cancellation and Refunds

We cannot accept applications for refunds unless it is for medical reasons for which we must receive a medical note **“Acceptable Reason”**. However, in all instances of making a payment to us for Chartered Status Entry routes you have a period of 14 working days cooling off period **“cooling period”** where you can cancel your application, this cooling period begins on the day after the day on which the contract is concluded with you by you making payment or as notified by email as confirmation from CIPS in accordance with these terms. In this case, you will receive a full refund of the price paid for the Assessment via the original method in which you have paid.

18. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19. Notices

All notices given by you to us must be given to address detailed in clause 28. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Use of the CIPS Online Competency Assessment

You are granted a limited and revocable, personal non-exclusive non-commercial license for the use of the CIPS Online Competency Assessment website and the Chartered Status assessment process guidance and task

materials. No material in whole or in part from the Website or from CIPS may be modified, copied, reproduced, re-published, uploaded, posted, transmitted or distributed in any way.

21. Password and security

Once registered on the CIPS Online Competency Assessment, you will be provided with a user name and password. You should keep this information confidential and should not pass it on to any third party. Once you are logged in with this user name and password you are entirely responsible for all activity that occurs under that account and you agree to be responsible for any expense, loss or damage incurred by CIPS, its employees, suppliers, agents and licensors as a result of any misuse of your account. You agree to fully compensate CIPS in relation to any such expense, loss or damage. You also agree to inform CIPS in writing of any unauthorised use of your account or other breach of security which is known to you.

22. Documentation

During the Chartered Status Assessment process, all candidates will be provided with comprehensive guidance notes, templates, instructions and tasks. Please note that all literature is copyrighted and may not be reproduced without permission.

23. Our liability regarding your use of the CIPS Online Competency Assessment

Your rights as a consumer are protected under consumer rights legislation which guarantees that any items, goods or services ordered from CIPS will be fit for the purpose for which they were bought and will be of satisfactory quality. Whilst every effort is made to ensure that the access to the Chartered Status Assessment Processes and use the CIPS Online Competency Assessment do not contain any error, defect, malfunction or corruption, CIPS does not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the CIPS Materials or any other software or material or use of the CIPS Online Competency Assessment. Nor does CIPS accept responsibility for loss of data including both data transmitted and other data held by you, or delay, or failure, in transmitting or receiving data, or indirect, or consequential losses arising from use of CIPS Materials, the CIPS Online Competency Assessment, including loss of revenue, business, anticipated savings on profits.

CIPS does not make any representation or warranty that access to the CIPS Materials and CIPS Online Competency Assessment will meet your expectations or requirements, or that any particular results will be obtained from their use.

24. Termination

Your right to participate in the Chartered Status Assessment Processes and use the CIPS Online Competency Assessment website, will be suspended or terminated immediately without notice by CIPS if, you fail to comply with any term or provision of these terms and conditions, or any end user license in force, or if a competent regulatory authority requires CIPS or any of its suppliers to do so. Upon termination you must destroy all materials and associated documentation obtained from CIPS and all copies of such materials, and you agree that CIPS may immediately deactivate your account and delete all records, files and associated information.

25. Availability

CIPS endeavours to ensure that the Chartered Status Assessment Processes and the CIPS Online Competency Assessment website are available 24 hours a day 7 days a week. There will be occasions when these will be

interrupted for maintenance, upgrades and emergency repairs and you agree that CIPS shall not be liable to you, or any third party, for any modification, suspension or discontinuance of the Chartered Status Assessment Processes and the CIPS Online Competency Assessment website. Every step will be taken by CIPS to minimise disruption. However, CIPS cannot be held responsible for any disruptions that are inherent in the operation of the Internet and World Wide Web including viruses.

26. Recognition for CIPS Chartered Status and/ or the Ethical Journey and Losing Rights to use Marque

Individuals awarded Chartered Status and/ or individuals holding the CIPS Ethical Procurement Marque will be listed in a Register on the CIPS website. This Register will be accessible to the public. Individuals will lose their Marque and be removed from the Register if they:

- fail to regularly renew their commitment to ethical procurement; or
- are successfully prosecuted for procurement malpractice constituting a breach of the CIPS Corporate Code

Individuals that have been charged with a procurement malpractice offence but have not yet been convicted in a court of law may retain the Marque and remain on the Register while the case is pending but will not be allowed to renew unless they are found not guilty.

27. CIPS bank details

Name of Bank	Barclays Bank plc
Address	46/49 Broad Street Stamford Lincolnshire PE9 1PZ
Sort Code	20 – 81 – 20
Account No	00511935
Account Name	Chartered Institute of Purchasing and Supply
Swift Address	BARCGB22
IBAN (UK Sterling)	GB 51 BARC 2081 2000 5119 35

If you email a copy of your bank receipt to us (charter@cips.org) please ensure you quote your full name and CIPS membership number, enquiry number from CIPS and your company number.

28. Contact details for the Chartered Status Team

Telephone: +44 (0) 1780 756777
Email enquiries: charter@cips.org
Address: CIPS
Easton House
Church Street
Easton on the Hill
Stamford
Lincolnshire
PE9 3NZ

VAT number: 342-6489-42

29. Complaints Procedure

At CIPS we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received, please contact our **Customer Services Team** on +44 (0) 1780 756777.

30. Data Protection Statement

The personal data that we collect from you and hold is important to us and is handled in accordance with our Privacy Policy <https://www.cips.org/en-gb/aboutcips/general-terms--conditions/privacystatement/> . We are committed to ensuring that your privacy is protected. Where we ask you to provide information by which you can be identified you can be assured that it will only be used in accordance with this Privacy Policy.

31. Miscellaneous

These terms and conditions, and any end user license agreement in force for CIPS Materials contain the full and complete understanding between the parties. They supersede prior arrangements and understandings whether written or oral appertaining to the subject matter of the terms.

We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities

The terms and all representations, obligations, undertakings and warranties contained in them, shall endure for the benefit of any successors and assignees of CIPS.

32. Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.