



Terms and Conditions

Definitions

CICM Chartered Institute of Credit Management and its subsidiaries.

1. Personnel

- 1.1 CICM shall provide skilled personnel who have experience appropriate to the assignment.
- 1.2 Where particular individuals are nominated or agreed, CICM shall use its best endeavours to provide the named personnel but cannot be held responsible for their absence through illness or other cause.
- 1.3 In the absence of a nominated individual, CICM will notify the customer and apply best endeavours to provide a suitable substitute in order to avoid postponing the programme of activity.

2. Programmes

- 2.1 Programmes agreed shall not bind CICM rigidly to cover every topic area stated within specified time periods. Personnel may, at their discretion, vary content to better suit individual and group requirements.
- 2.2 CICM reserves the right to modify timing in the best interests of a particular activity.
- 2.3 Telephone and internet access is required to participate in virtual classrooms. It is the customer's responsibility to provide satisfactory telephone and internet access (individual access required).
- 2.4 Learners must be registered with the Institute to enter for CICM professional qualifications.
- 2.5 Candidates must present appropriate identification documentation to their examination centre administrator, in addition to the following in order to verify their authorisation to sit the examination:
 - 2.5.1 A proof of entry letter for written examinations which CICM will send to eligible candidates at least 10 days before the examination date to confirm examination details.
 - 2.5.2 A confirmation email for online examinations, which the Institute's examination provider will send to eligible candidates following booking to confirm examination arrangements.
 - 2.5.3 It is the candidate's responsibility to check that examination booking details are correct.

- 2.6 Where a candidate does not present required identification documents, the examination provider will refuse entry to the examination.
- 2.7 Where candidates have a temporary illness, injury or indisposition at the time of assessment, the following applies:
 - 2.7.1 Candidates can request special consideration at the time of marking by submitting requests, in writing, within 7 working days of assessment submission deadline dates.
 - 2.7.2 Candidates can use the CICM result enquiry service to pay for a re-mark and (optional) report within 7 working days of CICM's release of results.
- 2.8 CICM sends written notification of results and certificates to timescales published on the CICM website, and in addition candidates can access their results online for a limited period.

3 Fees

- 3.1 Learning Support Service course fees exclude the cost of the CICM membership/registration and assessment fees.
- 3.2 Virtual classroom course fees:
 - 3.2.1 exclude the cost of learning materials, CICM membership/registration and assessment fees.
 - 3.2.2 include calls from UK landlines, however calls from mobiles or overseas may incur additional charges, therefore learners should check with their services provider. CICM is not liable for any additional call fees nor other further charges.
- 3.3 Where applicable, CICM will invoice the customer for travel, accommodation and subsistence expenses immediately after each activity for payment within 30 days from date of invoice.
- 3.4 Unless requested, CICM will not provide receipts to customers for travel, accommodation and subsistence expenses, although reasonable details of each will be submitted with invoices.
- 3.5 Unless otherwise agreed, for business journeys commencing and/or finishing at home (or any other non-work location), the mileage figure which claimed will be the actual journey less the distance which would usually be covered from home to the normal place of work.
- 3.6 Unless otherwise agreed, travel expenses will have the support of receipts and be charged as follows:
 - 3.6.1 Second class rail travel.
 - 3.6.2 Fares for bus, underground or taxis as appropriate.
 - 3.6.3 Car parking fees and car mileage at a rate similar to or below those published nationally by the Automobile Association.
 - 3.6.4 Economy class air travel where necessary or appropriate.

- 3.7 Accommodation and subsistence for personnel shall be equal to or better than three star hotel standard, including bedroom, private bath or shower and toilet/washing facilities, private television, telephone and internet access. Where accommodation and subsistence is organised by CICM, it shall be recharged to the customer at cost.
- 3.8 Unless otherwise agreed, subsistence expenses will have the support of receipts and will be claimed as follows:
- 3.8.1 Breakfast will be claimed when an early start (before 7:00) is required or where there has been an overnight stay.
- 3.8.2 Evening meals will be claimed when a late return home (after 21:00) is required or there has been an overnight stay.

4 Payment terms

- 4.1 Fees are non-refundable or transferable, as is any unused learning support, unless stated in the Cancellation Conditions (Section 5).
- 4.2 Payment is required in advance for the following CICM services: open training, virtual classes, webinars, Learning Support, awarding body assessments, books, exemptions and membership subscriptions.
- 4.3 The following services are VAT exempt: awarding body assessments, qualification tuition, including learning support, books, exemptions and membership subscriptions.
- 4.4 With the exception of services detailed in paragraphs 4.2 and 4.3, CICM payment terms are 30 days from date of invoice and subject to Value Added Tax.
- 4.5 Customers must register for activities and have paid fees by published deadline dates.
- 4.6 Customers will forfeit any pre-paid fees which are not used within advised timescales.
- 4.7 An exception may be made to 4.6 for medical reasons, where the candidate supplies a written explanation and medical certificate.
- 4.8 CICM reserves the right to decline to continue with provision, should payment not be made within the agreed payment terms.
- 4.9 Where any invoice is subject to a bona fide dispute, the customer shall, as soon as reasonably practical (and in any event prior to the relevant due date for payment), notify CICM. The customer shall only be obliged to pay that part (if any) of the invoice which is not in dispute until such time as sums have been agreed or determined or adjudged to be properly due to CICM.
- 4.10 If the customer fails to make any payment due to CICM under this agreement by the due date for payment, CICM shall be entitled to charge interest on the overdue amount at a rate of 8% above the base rate of Lloyds Bank plc from time to time. Such interest shall accrue on a daily

basis from the due date until actual payment of the overdue amount, whether before or after judgment.

5 Cancellation

- 5.1 Where the CICM cancels an activity which it has previously contracted to provide, it shall repay in full any payments made by the customers in respect of the activity. The CICM shall not be liable for any travel or other costs or consequential losses suffered by the customer.
- 5.2 Where in-company activity has been accepted by CICM and dates agreed with the customer, and is subsequently cancelled or postponed by the customer, the following charges shall apply.
 - 5.2.1 For more than four weeks prior to the commencement date, CICM shall be reimbursed for all agreed development work, travel time and pre-paid expenses incurred.
 - 5.2.2 For less than four weeks prior to the commencement date, CICM shall be paid the full course fee and all pre-paid expenses incurred.
 - 5.2.3 The date that the Institute receives the cancellation or postponement will be regarded as the date the cancellation or postponement has been made in writing and appropriate charges will apply.
- 5.3 Where the customer cancels attendance at an open event, the following charges will apply, however substitutions may be made at any time:
 - 5.3.1 Cancellations received less than 15 working days before the event date are subject to a full fee cancellation charge.
 - 5.3.2 Cancellations received more than 15 working days before the event will receive a refund less 50% of the programme fee.
- 5.4 Where the CICM awarding body has accepted an assessment entry, and the customer subsequently cancels or postpones the entry, the following apply:
 - 5.4.1 Before the published entry deadline date, CICM will transfer fees to the customer's assessment fee account for use at the next nominated assessment entry time. After which (as stated in 4.6) the customer will forfeit their fees.
 - 5.4.2 After the published entry deadline date, the customer will forfeit their fees.
- 5.5 Where the customer does not attend an examination or submit an assignment by the published submission deadline date, the customer will forfeit their fees.
- 5.6 An exception to the above (5.4 and 5.5) may be made for medical reasons, where the candidate supplies a written explanation and medical certificate.

6 Force Majeure

- 6.1 Neither party will be liable for delay in performing obligations, except with respect to payment obligations, if the delay is an event of Force Majeure, which is circumstances outside its reasonable control, including but not limited to the following:
- 6.1.1 Acts of God.
 - 6.1.2 Outbreaks of hostilities, riots, insurrection, civil disturbance, acts of terrorism, sabotage, embargo, blockade or acts of war.
 - 6.1.3 The act of any government or authority.
 - 6.1.4 Interruption or failure of utility service, including but not limited to electricity, gas or water.
 - 6.1.5 Fire, explosion, storm, flood, bad weather or earthquake.
- 6.2 If an event of Force Majeure occurs, the party relying upon this provision shall:
- 6.2.1 give prompt written notice.
 - 6.2.2 take all steps reasonably necessary to mitigate the effects of the force majeure event.
- 6.3 A traffic jam which leaves a candidate insufficient time to reach an examination centre or delays in public transport is not a force majeure event, unless there is an unforeseen event which results in a sudden and total shutdown of all road networks or transport services serving the examination centre.

7 Liability

- 7.1 Any concerns regarding CICM services should be raised immediately to enable resolution at an early stage.
- 7.2 CICM liability shall be limited to:
- 7.2.1 Run the programme again, once only; or
 - 7.2.2 Refund fees related to the relevant activity.
- 7.3 Liability under 7.2.1 or 7.2.2 shall be the maximum of CICM liability. CICM accepts no responsibility for loss, damage or compensation arising out of any acts, omissions or advice of personnel other than those stated above.
- 7.4 CICM will make every effort to provide published examination facilities, but where there is insufficient demand, an examination centre may be withdrawn.
- 7.5 Any views given by CICM personnel do not necessarily represent the views or policy of CICM.

- 7.6 Where a candidate fails to present required identification documents and is refused entry to an examination, the CICM shall not be liable for any travel or other costs or consequential losses suffered by the candidate.

8 Copyright

- 8.1 Any information recorded on paper or electronically provided by CICM or personnel is deemed to be only exclusive copyright of CICM.
- 8.2 Corporate Member companies and individuals listed under a current CICM Corporate Member agreement have permission to use any electronic newsletters or briefings for their own internal business purposes.

9 Confidentiality

- 9.1 CICM will treat any document received from a customer as confidential material and not disclose this to any party other than appropriate personnel, unless agreed otherwise in writing.

10 Data protection

- 10.1 CICM is registered with the UK's Information Commissioner under the Data Protection Act (the "Act"), and all data that customers supply are held and processed electronically in accordance with the Act.
- 10.2 The Institute holds and processes personal data in order to give customers the full benefits of being a member for administrative and research purposes.
- 10.3 The personal data provided on the assessment entry form will be used for the administration of assessments, and will be passed to examination providers solely for this purpose.
- 10.4 Assessment results are:
- 10.4.1 held securely within the Institute's computer system in perpetuity.
 - 10.4.2 notified to a candidate's learning provider.
 - 10.4.3 notified to an employer, if that employer has arranged group pre-payment of assessment fees.
 - 10.4.4 notified to local CICM branch officers on request, if successful.
 - 10.4.5 published in *Credit Management* where success in an assessment leads to completion of a CICM qualification.
 - 10.4.6 verified to recruitment agencies, employers and prospective employers where appropriate and requested in writing.
 - 10.4.7 uploaded to the Personal Learning Record database, where requested by the customer in writing.
 - 10.4.8 supplied to the Skills Funding Agency to fulfil its statutory functions, including the issue and/or verification of Unique

Learner Numbers (ULN) and update and/or checking of Personal Learning Records, where requested.

- 10.5 The customer can find further details about how the Skills Funding Agency processes and shares personal information on the Skills Funding Agency website.
- 10.6 The Institute does not sell information to third parties.
- 10.7 CICM may from time to time notify customers by post or email details of CICM events, services or products.
- 10.8 If customers do not wish to receive CICM notifications, they should email the Institute at unsubscribe@cicm.com or write to the Data Controller at the address given below (10.10).
- 10.9 The Data Protection Act gives the customer the right at any time to see a copy of all their personal data that the Institute holds.
- 10.10 If the customer would like a copy of their personal data, they should send a letter requesting this information with a cheque for £10 payable to Chartered Institute of Credit Management to: Data Controller, CICM, The Water Mill, Station Road, South Luffenham, OAKHAM LE15 8NB.

11 Termination

- 11.1 Agreements may be terminated by either party by giving one quarter's notice, to take effect at or beyond the minimum 6 months' notice, with the exception of agreements related to the delivery of learner services or other matters which are critical to the operation of the Institute when:
 - 11.1.1 A minimum six months' notice must be given.
 - 11.1.2 Both parties must work together to protect the interests of learners.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate an agreement with immediate effect by giving written notice to the other party if:
 - 11.2.1 the other party commits a material breach which is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 30 days of being notified in writing to do so by the other party; or
 - 11.2.2 the other party suffers an insolvency event where a voluntary arrangement is approved, a bankruptcy or administration order is made or an administrative receiver is appointed over any of the other party's assets; an undertaking or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reorganization); and/or any circumstances arise which entitle a court or a creditor to appoint an administrative receiver or to present a winding-up petition or make a winding-up order in respect of the other party.

- 11.3 CICM reserves the right to withdraw services in the event of default on the payment terms where the default is not the subject of a bona fide dispute.
- 11.4 In the event of a termination right being invoked by either party, the any charges will be pro-rated up to the effective date of termination.
- 11.5 In the event of termination, any rights to use CICM logos, equipment and materials cease and the non-CICM party must:
 - 11.5.1 remove CICM logos and any associated references from promotional material (within 30 days in the case of visual and technology based media, and at the earliest possible opportunity in the case of printed material).
 - 11.5.2 return to CICM in a timely manner any CICM equipment and materials.
- 11.6 Within 30 days of termination date, non-CICM party must confirm to CICM that they have complied with this, and confirm/agree plan to remove logos and references to CICM from printed material.

12 General

- 12.1 No failure or delay by a party to exercise any right or remedy provided under any agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.2 Any notice or other communication required to be given to a party under or in connection with any agreement shall be in writing and shall be delivered to its registered office or principle place of business by hand or pre-paid first class post. Any notice shall be deemed to have been received, if delivered by hand, at the time the notice is left at the proper address or, if delivered by pre-paid first class post, at 9.00 am on the second business Day after posting.
- 12.3 Any formal agreement between CICM and other parties constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 12.4 Neither party is entitled to subcontract, assign, transfer, delegate, novate, or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.

- 12.5 If any court or competent authority finds that any provision of an agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 12.6 Nothing in an agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.7 A person who is not a party to an agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 12.8 An agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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