

CIPD Membership Upgrade Telephone Assessment Terms and Conditions

By booking your appointment for a CIPD Membership Upgrade Telephone Assessment, you confirm your acceptance of the following CIPD Membership Upgrade Telephone Assessment terms and conditions (the **'Terms'**).

1. INTRODUCTION

The purpose of the Membership Upgrade Telephone Assessment is to establish if your experience meets the membership criteria for either Chartered Member or Chartered Fellow. In order to be eligible to upgrade you must also hold an appropriate CIPD qualification.

The process (the **'Assessment'**) requires you to: submit an up-to-date CV; submit feedback from your line manager or a senior client; and undertake a telephone assessment with an appropriately qualified individual (the **'Assessor'**) by telephone (the **'Telephone Assessment'**).

You must be in current membership prior to undertaking an upgrade assessment. If your membership lapses during the upgrade process you will not be successful in your Assessment application.

2. TERMS

2.1 Telephone Assessment booking

An appointment has been made for your Telephone Assessment which will last approximately 45 minutes.

The fee for the Assessment (the **'Assessment Fee'**) is:

- Chartered Member - £120
- Chartered Fellow - £250

2.2 Your rights and obligations

You may cancel the Assessment by emailing memupgrading@cipd.co.uk within fourteen (14) calendar days of paying the Assessment Fee (the **'Cancellation Period'**).

However, by paying the Assessment Fee you hereby consent to an early supply of services for the purposes of Regulation 36 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and waive your right to a refund in respect of work carried out or costs reasonably incurred by us during the Cancellation Period. For the avoidance of doubt, no refund shall be paid in respect of an Assessment Fee after expiry of the Cancellation Period. The fee is non-refundable irrespective of the result of your Assessment.

You agree to submit your CV and one colleague feedback form completed by either your line manager or a senior client (the **'Assessment Documentation'**) no less than one (1) week prior to your Appointment. Failure to do so may result in the CIPD rescheduling your Appointment and you may incur a fifty pound (£50) rescheduling charge, unless genuine extenuating circumstances apply pursuant to paragraph 2.5.

Failure to submit your Assessment Documentation within four weeks of your Assessment will render your Assessment void.

2.3 Assessor allocation

An Assessor will be allocated to you after you book your Telephone Assessment. Where you believe there may be a conflict of interest with the allocated Assessor, you must notify the CIPD immediately. The CIPD reserves the right to determine whether a change of Assessor is appropriate.

2.4 Rescheduling of Telephone Assessment

Once a Telephone Assessment has been arranged with the CIPD, this is a fixed agreement. A request for rescheduling must be made by email to memupgrading@cipd.co.uk and will be acknowledged by return. If you wish to reschedule the Telephone Assessment, you may be subject to a rescheduling charge, unless genuine extenuating circumstances apply pursuant to paragraph 2.5. The charges are:

- Rescheduling requested within seven (7) working days of booking the Telephone Assessment – no charge.
- Rescheduling requested eight (8) or more days after the date of booking the Telephone Assessment - £50.
- Rescheduling requested within five (5) working days of the Telephone Assessment - £75

If you reschedule, your new Telephone Assessment must take place within three months of paying the Assessment Fee.

The CIPD reserves the right to reschedule your Telephone Assessment at no additional cost to you, for example where the Assessor becomes unavailable, but will use reasonable endeavours to avoid doing so.

2.5 Deferments/extensions for ‘genuine extenuating circumstances’

The timeframes for the Assessment are fixed to ensure fairness and consistency. Only where you can demonstrate genuine extenuating circumstances will we reschedule the Telephone Assessment or grant an extension or deferment for the completion of any element of the Assessment.

The CIPD shall, at its sole discretion determine whether you have ‘genuine extenuating circumstances’ and any decision taken will be final. Examples of genuine extenuating circumstances include, but are not limited to, bereavement, serious illness (supported by a medical certificate), war or other action of the military or police forces, terrorism, riot, civil commotion, lockout or other industrial disputes (whether or not involving employees of the CIPD), fire, flood or other acts of God.

2.6 Assessment decision

The CIPD does not review your Assessment Documentation before it is assessed by your Assessor. Your Assessment is based solely upon the evidence that is presented in response to the questions asked during the Assessment process. No further evidence may be submitted once the Assessment is concluded and you are therefore **strongly** advised to present any relevant evidence during the Telephone Assessment. While the Assessor may request certain evidence, it is your responsibility to present any evidence that you consider to be relevant.

The Assessment decision will be communicated to you by email no later than fourteen (14) working days after the Telephone Assessment.

2.7 Complaints/appeals against Assessment decisions

The CIPD endeavours to ensure that the Assessment process is fair, transparent and open to scrutiny. Our Assessment procedure is rigorous and Assessments are subject to standardisation as well as internal and external verification.

The Complaints and Appeals procedure is available on request by emailing memupgrading@cipd.co.uk

3 GENERAL

3.1 Reasonable adjustments

It is your responsibility to inform the CIPD of any special requirements you have that may affect you undertaking the Assessment within seven (7) days of booking your Telephone Assessment. The CIPD and its Assessors will endeavour to make all reasonable adjustments to accommodate any special requirements, particularly in relation to those covered by the Equality Act 2010 or similar statutory provision.

3.2 Data protection, materials, copyright and confidentiality

All information you submit will be held securely and processed in accordance with the provisions of the Data Protection Act 1998. The CIPD and its Assessors will neither disclose, nor permit members of its staff to disclose, any confidential and/or personal information you provide unless necessary for the provision of the Assessment and/or required to do so by law. In booking your Assessment you confirm that you agree to the use of your information in this way.

All materials and documentation, in any format, created by the CIPD or its consultants in relation to the Assessment shall remain the property of the CIPD and may not be used, reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the CIPD.

The CIPD retains ownership of all its intellectual property rights. This means all patents, inventions, trademarks, service marks, registered designs, design rights, topography rights, copyright, database rights, trade secrets and other confidential information, know-how, business or trade names, and all other intellectual property and neighbouring rights, whether registered or unregistered, and whether or not capable of registration.

You confirm that you will not submit any information to the CIPD that:

- you know to be fake, inaccurate or misleading
- infringes intellectual property, publicity or privacy rights
- violates any legislation or regulations
- may be considered defamatory, libellous, hateful, racist, religiously biased or offensive, unlawfully threatening, unlawfully harassing, or sexually suggestive
- contains any computer virus, worms or other potentially damaging computer programs
- is not your own work, has been copied from material produced by others, from written sources, from the internet or from any other source.

3.3 Miscellaneous

The CIPD does not allow members of its staff or Assessors to accept any money or gifts from clients or potential clients.

The CIPD will not be liable in any way for any loss, damage or expense arising directly or indirectly from any failure or delay in performing any obligation under these Terms whatsoever, howsoever caused (including, without limitation, as a result of negligence). Nothing in these Terms excludes any liability for death or personal injury caused through negligence.

The CIPD will not be liable in any way for loss, damage or expense arising directly or indirectly from any failure or delay in performing any obligation under these Terms due to the occurrence of an event of *force majeure*.

As part of our quality assurance process, CIPD may have a representative listen in to the assessment. Candidates will be notified in advance.

If any provision of these Terms is held to be unlawful, invalid or unenforceable in whole or in part, such provision or part, shall to that extent be severed from these Terms and rendered ineffective and the remaining provisions of these Terms will remain in full force and effect.

These Terms shall be governed by, and construed in accordance with, the laws of England and Wales and each party hereby irrevocably submits to the jurisdiction of the English courts.

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