



CIPD Membership Upgrade Assessment Terms and Conditions

1. Introduction

The purpose of the Membership Upgrade 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 online:

- an up-to-date CV
- the completed application form

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

2. Terms

2.1 Payment

On submission of your completed written application, CIPD will provide an online payment link to pay the relevant Assessment fee for the grade applied for. The fee is non-refundable irrespective of the result of your Assessment.

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.

2.2 Assessment Decision

The CIPD does not review your submission, other than to check your eligibility to upgrade, before it is assessed by your designated Assessor. Your Assessment is based solely upon the evidence that is presented during the Assessment process. No further evidence may be submitted once the Assessment application is submitted, unless specifically requested by the Assessor.

The Assessment decision will be communicated to you by email no later than eight (8) weeks following the receipt of the Assessment fee.



2.3 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

2.4 Reasonable adjustments

It is your responsibility to inform the CIPD of any special requirements you have that may affect you undertaking the 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.

2.5 Data protection, materials, copyright and confidentiality

All information you submit will be held securely and processed in accordance with the General Data Protection Regulation (GDPR) of 2018 and the CIPD **privacy policy**. 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, libelous, 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. GENERAL

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*.

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.