

ciarb.

Membership Terms and Conditions



Introduction

In these Terms “we”, “us” and “our” mean the Chartered Institute of Arbitrators (Ciarb). We are incorporated and registered in England and Wales as a registered charity number 803725. Our registered office is at 12 Bloomsbury Square, London WC1A 2LP.

You can contact us by post at our registered address or by e-mail at memberservices@ciarb.org

1. Your membership contract

- 1.1 When you click to submit your online application for membership [or you post or email your application], you are making an offer to join Ciarb that, if we accept, will result in a legally binding contract.
- 1.2 This legally binding contract starts on the date we accept your application and confirm to you in writing or by email.
- 1.3 You agree to be bound by the following as part of our contract, which governs your membership with us:
 - (a) Our [Royal Charter Byelaws](#), and [Regulations](#) as defined in our [Constitution](#); (collectively “the Constitution”);
 - (b) These Terms;
 - (c) Your membership application form;
 - (d) [Ciarb’s Code of Processional and Ethical Conduct](#);
 - (e) Our [Privacy Policy](#), and
 - (f) Our [Subscription Renewal Terms and Conditions](#)

We may amend all of the above from time to time.

We will resolve any conflict or inconsistency between the provisions of the Contract according to the following order of priority:

- (a) the [Constitution](#);
- (b) these Terms;
- (c) the [Subscription Renewal Terms](#);
- (d) the [Privacy Policy](#);
- (e) your Membership Application Form, and
- (f) [Ciarb’s Code of Processional and Ethical Conduct](#);

- 1.4 Each time you renew your membership, you thereby:
- (a) accept the Contract, and
 - (b) agree to notify us of any change in circumstance (in accordance with 4.2 below).
- 1.5 Membership is non-transferable and non-transmissible.

2. Applying for membership

- 2.1 We accept you as a member of Ciarb at our discretion, in line with the [Constitution](#).
- 2.2 We may decide to decline your application. We are not bound to communicate any reason. Subject to our [Constitution](#), you do not have any right to appeal the decision.
- 2.3 All information you provide in applying for membership must be true and accurate when you submit it. If you provide inaccurate information we may refuse your application or revoke your membership. In these circumstances you won't receive any refund of the Ciarb membership subscription.

3. Your membership subscription

- 3.1 See [Ciarb membership subscription](#) for details.
- 3.2 Your membership is annual and valid for 12 consecutive months from 1 January. It will renew automatically for further 12-month periods (unless you indicate otherwise), provided the original payment method remains valid, until ended in advance as per these Terms.
- 3.3 You must pay your Ciarb membership subscription by direct debit, credit or debit card, or bank transfer. We may use a third party to process the payment of your membership subscription. You consent to provide financial details for payment and for us to store your payment information. Our [Privacy Notice](#) and the privacy notice of the third party will apply as appropriate.

4. Your MyCiarb Account

- 4.1 As a member, you need to create a username and password, via the [MyCiarb](#) section of our website. These are unique to you. You must treat these details as confidential and not disclose them to any third party. You are responsible for any activities that occur under your account, and we cannot be held liable for any loss or damage arising from unauthorised use.
- 4.2 You are responsible for making sure the records we hold about you are correct and up to date. Please inform us of any changes to your membership details promptly by updating your details in the [MyCiarb](#) section of our website, or by emailing us at memberservices@Ciarb.org. Changes you should tell us about include:
- (a) changes in your circumstances that may affect your eligibility or category of membership;
 - (b) personal details (e.g. name or address);
 - (c) any investigation(s), finding(s), sanction(s) or action(s) by a regulatory or professional body;
 - (d) if you (or a company, partnership or other entity that you are in a position of authority or control over) have threatened to suspend payment of debts, been unable to pay debts due or have admitted an inability to pay your debts;
 - (e) any outstanding judgements against you;
 - (f) any caution, charge or conviction of any criminal offences, (other than:
 - (i) motoring offences that haven't resulted in disqualification, or
 - (ii) where there is legislation permitting convictions to be removed after a certain period of time and that period has passed), and
 - (g) non-compliance with the Code of Professional and Ethical Conduct for Members.
- 4.3 We [may](#) disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have not complied with your Contract provisions.
- 4.4 If you suspect that anyone other than you know your password, please notify us promptly at memberservices@ciarb.org

5. Membership benefits and requirements

- 5.1 On joining Ciarb you will be allocated to a Ciarb branch based on your primary home address. We will provide the branch with your contact details to process your registration.
- 5.2 As a member, you will have access to Ciarb's [Member Benefits](#), which we may amend from time to time.
- 5.3 As a member, you agree to adhere to and actively support Ciarb's [Code of Professional and Ethical Conduct](#).
- 5.4 You are only entitled to use Ciarb's post nominals in accordance with the [Constitution](#) and while you remain a paid-up member.

6. Membership certificate, Ciarb Logo and materials

- 6.1 On election as a member, you are entitled to a membership certificate, provided you have paid your annual subscription (where applicable) and any other monies due. The certificate remains our property Ciarb and you should return it at the end of your membership.
- 6.2 You may only use Ciarb's logo if you have written permission. Please contact marketing@ciarb.org.
- 6.3 We and/or our licensors own the materials you access through the [MyCiarb](#) members section of our website members' area and our subsidiary websites (referred to as "member materials" in this paragraph).
- 6.4 You must have our prior written permission to copy, distribute, publish, or commercially exploit part or all of the member materials.
- 6.5 You may print or download member materials for your personal and educational use to inform best practice, providing you acknowledge Ciarb as the source of the material and you adhere to any copyright notice in the material itself. You should not print or download member materials multiple times, take multiple copies of printed member materials, or share member materials with others unless the copyright notice provides you with express permission to do so.

7. Cancelling, suspending and ending your membership

- 7.1 As long as you are not under investigation for any allegation of misconduct, you may cancel your membership at any time by providing three months' notice to us in writing, either at the address above or memberservices@ciarb.org
- 7.2 If you cancel your membership within 14 days of paying your Ciarb membership subscription then we will refund it. After that 14 days, you will be liable to pay any outstanding membership subscription up to the end date in accordance with rules and procedures set out in the Regulations.
- 7.3 A suspended member remains liable for their subscription but is not entitled during the period of their suspension to:
 - 7.3.1 make use of any membership privileges;
 - 7.3.2 attend member meetings;
 - 7.3.3 vote in any election;
 - 7.3.4 hold office;
 - 7.3.5 receive appointments;
 - 7.3.6 have their name put forward for nomination by the Institute.
- 7.4 We may cancel your membership if:
 - 7.4.1 a due Ciarb membership subscription remains unpaid 90 days after the date we give notice;
 - 7.4.2 any increased rate of Ciarb membership subscription that applies on admission to a different class or category of membership, is due and remains unpaid after six months;
 - 7.4.3 you are not eligible for membership within the current category and not eligible for another membership category;
 - 7.4.4 you fail to comply with our Code of Professional and Ethical Conduct (as amended from time to time) and/or other similar documents we publish;
 - 7.4.5 you commit a material breach (or a series of breaches that amount to a material breach) of this Contract, or a significant breach of any of our Constitution;
 - 7.4.6 in our view, your conduct is or could be injurious to the good name of Ciarb, or your continued membership risks bringing Ciarb into disrepute in any way;

7.4.7 we consider that you fall below the standards expected of a competent practitioner or professional person acting in the field of private dispute resolution, or

7.4.8 you fail, without reasonable excuse, to comply with a direction and/or a recommendation of a Peer Review Panel constituted under Bye-law 15.114.1.

7.5 We may change your category of membership, or request that you apply for a different category, if evidence comes to light that indicates to us that this is the best course of action.

8. Data Protection

8.1 We will use any personal data provided by a member in accordance with our [Privacy Policy](#). We may update the policy from time to time.

8.2 We will use your personal data in the following ways:

8.2.1 to administer your membership and deliver membership benefits and services;

8.2.2 to improve the quality of our membership benefits and services to you;

8.2.3 for email correspondence relating to your membership status, membership renewal and other membership matters, and

8.2.4 to send you information about your membership, membership benefits, training, seminars, events, activities and news, unless you choose to opt out.

8.3 We may pass your details onto our branch network, regional office network and selected third parties, in accordance with our [Privacy Policy](#).

9. Liability

9.1 We do not exclude or limit in any way our liability for:

9.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation, and

9.1.3 any other liability that we cannot exclude by law.

9.2 To the extent permitted by law and except as set out in these Terms, we exclude all express or implied terms, conditions, warranties, representations,

or endorsements whatsoever with regard to your membership and any benefits that we or our partners may provide.

- 9.3 We accept no liability for damage to, or loss of, your personal belongings while you attend our premises or an event organised by us. We accept no responsibility for any loss (including, without limitation, theft) of any property at any venue, save for any damage caused by our negligence. In these circumstances our liability for such losses is limited to the annual Ciarb membership subscription you paid.
- 9.4 We have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:
- 9.4.1 indirect or consequential loss or damage;
 - 9.4.2 loss of data;
 - 9.4.3 loss of profit;
 - 9.4.4 loss of revenue or business (whether direct or indirect), however caused, even if foreseeable.
- 9.5 Subject to clause 9.1, our total liability to you for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Ciarb membership subscription that you paid in the 12 months preceding any claim.
- 9.6 The limitations and exclusions in this clause 9 only apply to the extent permitted by applicable law.

10. Your entire agreement with Ciarb

- 10.1 The Contract constitutes the entire agreement between you and Ciarb and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 10.2 Each party (being you, and Ciarb) agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 10.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11. Other important terms and conditions

- 11.1 We may alter, amend, change, or modify, or withdraw these Terms at any time, from time to time. We will post on our website notice of any change.
- 11.2 If we do not insist immediately that you do anything required under these Terms, or if we delay in taking steps in respect of you breaching this Contract, that will not mean that you do not have to do those things. It will not prevent us from taking steps against you at a later date.
- 11.3 If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, we shall modify it to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, we shall delete the relevant provision or part-provision. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.4 Neither you nor we will have any remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Neither you nor we will have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.5 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.7 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership, agency, or joint venture of any kind between you and us.
- 11.8 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English Courts.