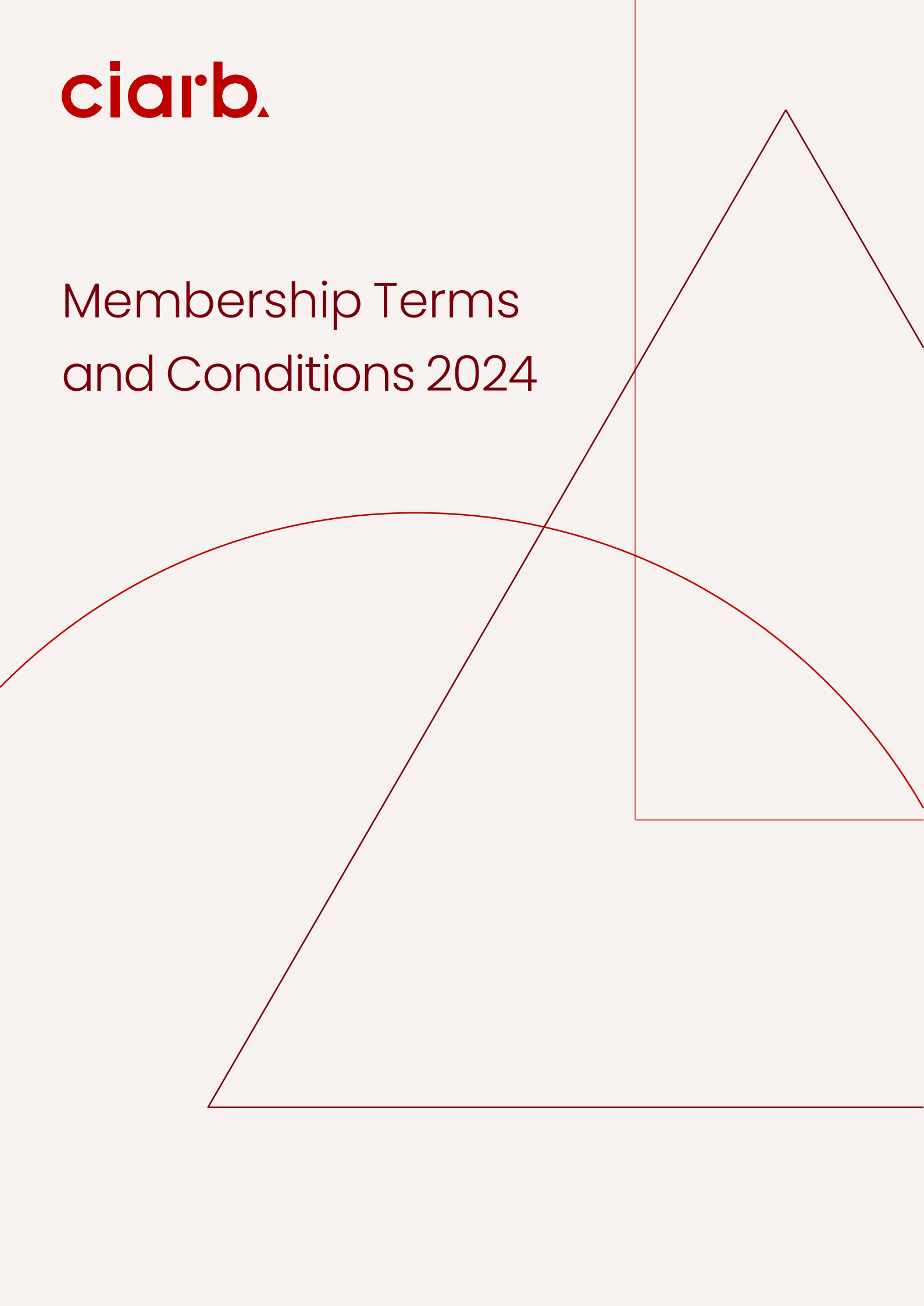


ciarb.

Membership Terms
and Conditions 2024



Introduction

In these Terms and Conditions “We”, “Us” and “Our” means The Chartered Institute of Arbitrators (Ciarb) incorporated by Royal Charter 1979 (registered in England and Wales with registered number RC000099), and registered charity in England and Wales with registered charity number 803725, with its headquarters at 12 Bloomsbury Square, London, WC1A 2LP, England, United Kingdom.

In these Terms and Conditions, “You” and “Your” means the person applying for membership of Ciarb. A “Working Day” is a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England and Wales.

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

1. Membership contract

- 1.1 When You submit Your application for membership, You are making an offer to join Ciarb which, if accepted by Us, will result in a legally binding contract.
 - 1.2 A legally binding contract is formed on the date We accept Your application and confirm this to You.
 - 1.3 You agree to be bound by the following, which form part of Our contract and governs Your membership with Us:
 - (a) Our [Royal Charter, Bye-laws](#), and [Regulations](#) (each of which as amended from time to time);
 - (b) These Membership Terms and Conditions (as amended from time to time);
 - (c) Your Membership Application Form and Annual Declaration;
 - (d) [Ciarb’s Code of Professional and Ethical Conduct for Members](#) (as amended from time to time);
 - (e) Our [Global Network Privacy Policy Notice](#) (as amended from time to time);
 - (f) Our [Renewal Terms and Conditions](#) (“Renewal Terms”) (as amended from time to time). (Together “the Contract”).
 - 1.4 If there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency must be resolved according to the following order of priority:
 - (a) The [Royal Charter, Bye-laws](#), and [Regulations](#);
 - (b) these Membership Terms and Conditions;
 - (c) the [Renewal Terms and Conditions](#);
 - (d) the [Global Network Privacy Policy Notice](#);
 - (e) Your Membership Application Form and Annual Declaration; and
 - (f) [Ciarb’s Code of Professional and Ethical Conduct for Members](#)
 - 1.5 Each time You renew Your membership, You will be deemed to:
 - 1.6
 - (a) accept the Contract; and
 - (b) agree that You will notify Us of any change in circumstance in accordance with 4.2 (below).
 - 1.7 Membership is non-transferable and non-transmissible.
- ### 2. Application for membership
- 2.1 Acceptance as a member of Ciarb is at Our sole discretion and subject to:
 - 2.1.1 You demonstrating that You have met the criteria required for the category of membership applied for;
 - 2.1.2 receipt of the fees and/or subscription outlined at clause 3; and

- 2.1.3 submission by You of an annual declaration of suitability and of Our acceptance of that annual declaration.
- 2.2 You warrant that all information provided to Us on application for membership is true and accurate at the point of submission. Failure to provide true and accurate information may result in an application for membership being refused or membership being revoked, and, in such circumstances, there will be no refund of the fees and subscriptions paid.
- 2.3 We may decide to decline Your application at Our absolute discretion. We are not bound to publish or otherwise communicate the reasons if We decline Your membership application. Should You wish to appeal against the Chief Executive Officer's decision to refuse admission, the Professional Conduct Committee may hear and determine such appeal (to the extent that the rejection relates to Your conduct).
- 2.4 We may ask that You apply for a different category, if evidence comes to light which indicates to Us that You should be, or it is in the interests of Ciarb as a whole for You to be, in a different category of membership.
- 2.5 If You are an existing member who is renewing their membership, Your subscription must be paid and annual declaration made before 31 October 2024. Where any subscription is not received by this date, Your membership shall be deemed to have lapsed. We also reserve the absolute right to refuse Your membership where We have not received Your annual declaration before 31 October 2024, and notwithstanding any non-submission of Your annual declaration, You must adhere to [Ciarb's Code of Professional and Ethical Conduct for Members](#) at all times, and You have an ongoing duty of disclosure in respect of Your annual declaration and/or of any breach of the [Ciarb's Code of Professional and Ethical Conduct for Members](#). We will send You a notice setting out the grace period You have to make the necessary payment and submission of Your annual declaration. During this grace period, You shall remain subject to these Terms and Conditions, our [Royal Charter, Bye-laws, Regulations](#) and [Ciarb's Code of Professional and Ethical Conduct for Members](#). We may, at our absolute discretion, withdraw or suspend Your ordinary privileges of membership (including membership of our panels) whilst Your fees and/or subscription remain unpaid, and/or Your annual declaration is not submitted.
- 2.6 At the expiry of the grace period, We reserve the right to revoke Your membership if We have not received Your payment and/or annual declaration.

3. Cost of membership

- 3.1 **Methods of Payment:** You may pay Your Ciarb Membership Subscription by any of the following methods of payment:
- 3.1.1 Direct Debit (UK-based members only);
 - 3.1.2 a continuous payment authority (annual or monthly);
 - 3.1.3 a one-off payment by credit or debit card; or
 - 3.1.4 a one-off bank transfer.

New Members and Upgrades

- 3.2 **Application or Joining Fee:** Your application or joining fee to join Ciarb is a one-off non-refundable administrative charge which is paid when You first apply to become a member or when You apply to rejoin after letting Your membership lapse. Details of the fee from time to time, can be found on Our website.

3.3 Associate, Member, Fellow and Chartered Status Application Fees: When You apply for membership as an Associate, Member or Fellow or for Chartered Status, admission is subject to You meeting the criteria set out on Our website from time to time and a further non-refundable administrative charge and/or non-refundable interview fee may apply. Details of these fees can be found on Our website from time to time.

3.4 Membership Annual Subscription:

i. Annual Term: Your membership is annual and is valid from 1 January – 31 December or if Your application is received mid-way through the year, from the date that We receive Your membership application – 31 December (“Annual Term”). Unless you are a Student member or resident in a sanctioned country or a waived country (to be determined at Ciarb’s absolute discretion), Your membership subscription is due and should be paid annually. Details about the [Renewal Terms and Conditions](#) are available and published on Our website.

ii. Processing Your Application: You will not benefit from all of the privileges of membership as soon as We receive Your application, because We need to determine whether You meet the criteria for Your chosen category of membership. including the requirements set as out in clause 2. . To the extent that it takes Ciarb more than one calendar month to process Your application, We will refund You the balance of Your membership subscription from 31 days after you submitted Your application to the date that We accept Your application.

iii. Category of Membership: We may request that You apply for a different category, if evidence comes to light which indicates to Us that You should be, or it is in the interests of Ciarb as a whole for You to be, in a different category of membership. To the extent that You do not want to be admitted or renewed as a member, at a different category, You will be entitled to a refund of Your annual subscription.

iv. Changing Category of Membership: We also reserve the right during the Annual Term of your membership to change Your category of membership if evidence comes to light which indicates to Us that You should be, or it is in the interests of Ciarb as a whole for You to be, in a different category of membership. To the extent that You do not want to change member category, You will be entitled to a refund of Your annual subscription from the date that We change your category of membership – 31 December.

v. Late Payment: To renew your membership you must pay your subscription fee in full before 31 October in the respective calendar year (the ‘Renewal Date’). If You are late in paying Your annual membership subscription, You still need to pay the full annual subscription fee for that Annual Term (even if Your [Member Benefits](#) were restricted or suspended for part of that Annual Term, due to non-payment or otherwise).

vi. Recurring Payments – Direct Debit: Where You use Direct Debit, Your membership shall renew automatically for further 12-month periods (unless You indicate otherwise) provided the original Direct Debit mandate remains valid and unless and until terminated in advance in accordance with these Terms. You can cancel this payment method at any time by writing to Us at memberpayments@ciarb.org. You can also contact your bank and ask them to cancel the Direct Debit.

vii. Recurring Payments – Continuous Payment Authority: Where You use a continuous payment authority, Your membership shall renew automatically at such frequency as determined by You and set out in Your standing authority (ordinarily this will be either 1 month or 12 month periods), unless and until terminated in advance in accordance with these Terms. You can cancel this payment method at any time by writing to Us at memberpayments@ciarb.org. You can also contact your bank or credit card provider and ask them to cancel it.

viii. Price Increases: From time to time, We may need to increase the price of Your annual membership subscription. Where you are on a recurring payment schedule, We will give You at least 10 Working Days' notice of any incoming price increase and will make it clear when the price increase will take effect and how much Your membership will cost after the increase ("Price Increase Notice Period"). During the Price Increase Notice Period, You will have the right to terminate Your membership in accordance with these Membership Terms and Conditions by writing to Us at memberpayments@ciarb.org. Such termination will be effective as of the date the price increase is due to take effect. If You do not terminate the membership by the date given to You in the notice, then the price of Your membership will be increased in accordance with Our notice.

ix. Cooling Off Period: If You cancel Your membership within 14 days of making payment of Your initial membership subscription, or within 14 days of Your annual membership subscription renewal ("Cooling Off Period"), We will refund Your Ciarb Membership Subscription that You have paid in the Cooling Off Period. After the Cooling Off Period, You may resign Your membership on giving three months' notice in writing to the Chief Executive Officer via the Member Services email address (memberservices@ciarb.org). You shall remain liable to pay any outstanding membership subscription up to the date when membership is terminated in accordance with rules and procedure as may be published by Ciarb, including but not limited to the [Bye-laws](#) and/or [Regulations](#) from time to time.

Even if We delay in enforcing terms under this Contract, We can still enforce them later: We might not immediately chase You for outstanding payment(s) but that does not mean We cannot do so later.

x. Deduction: We shall be entitled to deduct from these fees or future fees and subscriptions any sums that You may owe Us at any time.

We may use a third party to process Your payments under this clause 3. You consent to provide payment details to enable Us, or the third party, to take payment and to store Your payment information. Our [Global Network Privacy Policy Notice](#) and the Privacy Notice of the third party will apply as appropriate.

4. MyCiarb account

4.1 As a member, You will need to create a username and password via the [MyCiarb](#) section of Our website. Your username and password are unique to You and Your membership. You must not disclose them to any third party and must treat this information as confidential. 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 of Your member account.

4.2 You are responsible for completing an annual declaration and also for ensuring the records We hold about You are correct and up to date throughout the Annual Term. You must 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 that You must inform Us of, include:

- (a) any change in Your circumstances which may affect Your eligibility or categorisation as a member;
- (b) any change of Your 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 which You are in a position of authority or control over) have threatened to suspend payment of debts, been unable to pay debts as they fall due or have admitted an inability to pay Your debts;
- (e) any outstanding judgments 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 which permits convictions to be removed after a certain period of time and that period of time has passed); and
- (g) any non-compliance with [Ciarb's 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 failed to comply with any of the provisions of the Contract.

4.4 If You know or suspect that anyone other than You knows Your password, You must promptly notify Us at memberservices@ciarb.org.

5. Membership benefits and obligations

5.1 Upon joining Ciarb You will be allocated to a Ciarb Branch based upon Your given (primary) home address. In order to process Your registration with the Branch and handle subsequent membership renewals, we will provide the Branch with your contact details.

5.2 As a paid up member, You will have access to Ciarb's [Member Benefits](#) which may be amended from time to time. In the event that You are late in paying Your membership subscription, We reserve the right to restrict or suspend Member Benefits, at Our absolute discretion.

5.3 As a member, You agree to adhere to and actively support [Ciarb's Code of Professional and Ethical Conduct for Members](#).

5.4 You are only entitled to use Ciarb's postnominals in accordance with the [Royal Charter, Bye-laws](#), and [Regulations](#) whilst You remain a paid-up member.

6. Membership certificate, Ciarb logo and materials

6.1 Upon admission as a member, You shall be entitled to receive and hold a membership certificate provided You are a member and have paid Your annual subscription (where applicable) and any other monies due and owing, including compliance with these Terms and Conditions. The certificate shall remain the property of Ciarb.

6.2 Upon admission as member, You shall be entitled to receive post-nominals relevant to Your grade, and subject to compliance with these Terms and Conditions. The post-nominals, including any badges and/or logos that are provided to any member shall remain the intellectual property of Ciarb and shall be returned on the cessation of membership.

6.3 You may only use Ciarb's logo or any other of Ciarb's branded materials provided for members who have been accepted as members by Ciarb in accordance with clause 2 of these Terms and Condition,s only if You have Ciarb's prior written permission. For enquiries, please contact brand@ciarb.org.

6.4 All the materials You access through the [MyCiarb](#) section of Our website (referred to as "member materials" in this paragraph), are owned by Ciarb and/or its licensors.

6.5 You shall not, except with Our express prior written permission, copy, distribute, publish, or commercially exploit part or all of the member materials.

6.6 Subject to the principles of fair dealing, You may print or download member materials for Your personal and educational use to inform best practice only, providing Ciarb is acknowledged as the source of the material and You adhere to any copyright notice included in the material itself. It is not fair dealing to print or download member materials multiple times, to take multiple copies of printed member materials, nor to share member materials with others unless the copyright notice provides You with express permission to do so.

7. Cancellation, suspension and termination of membership

Cancellation

- 7.1 **Cooling Off Period:** If You cancel Your membership within 14 days of making payment of Your Ciarb Membership Subscription, We will refund Your Ciarb Membership Subscription that You have paid in the Cooling Off Period. After those 14 days, You may resign Your membership on giving three months' notice in writing to the Chief Executive Officer. You shall remain liable to pay any outstanding membership subscription up to the date when membership is terminated in accordance with rules and procedure as may be published by Ciarb, including but not limited to the [Bye-laws](#) and/or [Regulations](#) from time to time.
- 7.2 **We may cancel Your membership if:**
- 7.2.1 a Ciarb Membership Subscription which is due remains unpaid 90 days after the date of a notice from Us that such Ciarb Membership Subscription is due and We decide to terminate Your membership;
 - 7.2.2 any increased rate of Ciarb Membership Subscription, applicable on admission to a different class or category of membership, is due and remains unpaid after six months and We decide to terminate Your membership;
 - 7.2.3 You are not or no longer eligible for membership within the relevant category and not eligible to be admitted to another membership category;
 - 7.2.4 You fail to comply with [Ciarb's Code of Professional and Ethical Conduct for Members](#) (as amended from time to time) and/or other similar document published by Ciarb;
 - 7.2.5 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 the [Royal Charter](#), [Bye-laws](#), and [Regulations](#);
 - 7.2.6 in Our view, Your conduct is or could prove to be injurious to the good name of Ciarb or Your continued membership risks bringing Ciarb into disrepute in any way; or
 - 7.2.7 the Disciplinary Tribunal or Appeals Tribunal expels You from Ciarb.

Suspension

- 7.3 A suspended member shall remain liable for their subscription but shall not be entitled during the period of their suspension to:
- 7.3.1 the ordinary privileges of membership;
 - 7.3.2 attend any meeting of members;
 - 7.3.3 vote in any election;
 - 7.3.4 hold office;
 - 7.3.5 receive any appointments;
 - 7.3.6 have their name put forward for nomination.
- 7.4 If an allegation is made against a member, which has been categorised as significant and/or discloses prima facie evidence of misconduct and/or a breach of these membership Terms and Conditions, Ciarb shall not appoint the member to any of its panels, including but not limited to its Dispute Appointment Service, until the investigation and/or disciplinary proceeding has concluded.

8. Data protection

- 8.1 Save for as set out below, We will use any personal data provided by a member in accordance with Our [Global Network Privacy Policy Notice](#), which may be updated 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 any membership benefits and services;

8.2.2 to improve the quality of Our membership benefits and services to You; and

8.2.3 to send email correspondence in relation to Your membership status, membership renewal and other membership matters;

8.3 We may pass Your details onto Our UK or overseas Branch network, regional office network and selected third parties, in accordance with Our [Global Network Privacy Policy Notice](#) (as amended from time to time).

8.4 Please note that Your name and Your post-nominals, job title, country of residence, primary branch, and personal biography will be displayed on the Member Directory which is in the public domain. If you have a compelling reason as to why your data should not be in the public domain then please contact us on: legal@ciarb.org

9. Breach of Our Contract

9.1 Should You breach Our Contract, Ciarb, may at its discretion take any action that it considers appropriate, including but not limited to being considered for disciplinary proceedings in line with our disciplinary rules in force.

10. Liability

10.1 We do not exclude or limit in any way Our liability for:

10.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 such other liability that We cannot exclude by law.

10.2 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.

10.3 We do not accept any liability for damage to, or loss of, Your personal belongings whilst You attend any premises of Ours or any event organised by Us. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at any venue, save for any damage caused by Our negligence, in which circumstances Our liability for such losses shall be limited to the annual Ciarb Membership Subscription You paid.

10.4 We will have no liability to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:

10.4.1 indirect or consequential loss or damage;

10.4.2 loss of data;

10.4.3 loss of profit;

10.4.4 loss of revenue or business (whether direct or indirect), however caused, even if foreseeable.

10.5 Subject to clause 9.1, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed Your Ciarb Membership Subscription that You paid in the 12 months preceding any claim.

10.6 The limitations and exclusions in this clause 9 only apply to the extent permitted by applicable law.

11. Entire agreement

- 11.1 This Contract, the [Renewal Terms and Conditions](#) (where applicable) and any other agreement You may enter into with Us from time to time (for example, to receive training from Us), constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party 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.
- 11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12. Other important terms

- 12.1 We may alter, amend, change or modify or withdraw these Terms at any time and from time to time. Notice will be posted on Our website of any change.
- 12.2 If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of You breaching this Contract, that will not mean that You do not have to do those things and it will not prevent Us from taking steps against You at a later date.
- 12.3 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. 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.
- 12.4 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.
- 12.5 The Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.
- 12.6 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.
- 12.7 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.
- 12.8 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English Courts.

ciarb.

