

TERMS AND CONDITIONS

These terms apply to individuals who wish to obtain either the Chartered Management Consultant (“ChMC”) or Chartered Manager (“CMgr”) award and are doing so independently and not as part of a formal programme organised through an employer or similar organisation.

In these terms, “CMI”, “we” or “us” means the Chartered Management Institute, registered charity no. 1091035, with its registered office at 77 Kingsway, London WC2B 6SR. We have published guidance on the application process for the ChMC award and the CMgr award and we recommend that you read the appropriate information at this stage if you have not already done so.

1 Agreed Terms

These terms govern the making of the contract between us relating to your application for Chartered status. They exclude any other terms that you might try to include or impose or which are implied by law, trade custom, practice or any other way whatsoever.

2 Registration and Acceptance

- 2.1** Please register by completing the online form here. Submitting the registration form is an offer by you to participate in the process and, in doing so, you confirm:
- You are acting for professional or business purposes and not as a consumer;
 - All information which you give is complete and accurate;
 - You accept these terms
- 2.2** We will process your application to register promptly once payment has been received and acknowledged (see below).
- 2.3** All information you submit will be dealt with in accordance with our privacy policy.

3 Payment

- 3.1** When you complete your online registration form, you will be prompted for payment. Payment is made via a secure online mechanism operated by PayPal Braintree. The cost is £940 plus VAT for a ChMC application, £680 plus VAT for Chartered Manager (full assessment route) or £145 plus VAT for Chartered Manager (fast track assessment). Payment must be made at this stage and no refunds are possible unless you exercise your right to cancel in accordance with clause 3.3 below.
- 3.2** Once your payment has been made successfully, you will receive a welcome email from us, a contract will come into force between us at that point. You will then be sent a link and secure authorisation code to the online application portal. Note that if your payment is unsuccessful you will not be able to proceed.
- 3.3** You may cancel your registration if you notify us within 14 days of receipt of our email accepting your payment. To do this, you should notify us using the email address set out in clause 14 below and stating that you would like to cancel. Your cancellation will be effective from the date you send your email.
- 3.3** If you cancel, we will refund your payment in full using the method of payment which you used. Your application for Chartered status, and any contract between us relating to it, will come to an end.

4 Completion of your activation process

- 4.1** You agree that, once your payment has been accepted, you will complete your application process within the appropriate time. This is 3 months for ChMC and CMgr applications. Failure to do so will mean that your application lapses and you will have to start, and pay, again. We may, at our discretion, extend this time limit if you notify us of extenuating circumstances.
- 4.2** Details of the process, our obligations and your obligations are set out in the guidance booklets referred to above.
- 4.3** We will notify you of the outcome within 15 days of your completion of the process. (This may sometimes be extended for CMgr applications.) If you are successful, we will issue you with your certificate. If you are unsuccessful, you may reapply at any time. You also have the right of appeal which you may exercise by contacting us via the email address below.

5 Membership of CMI

- 5.1** If you are applying for CMgr status, you must be a member of CMI before you can start your application process. For ChMC applicants, you will be eligible for CMI membership once you have successfully completed the process upon payment of the relevant membership fee.
- 5.2** You must maintain your CMI membership, and comply with your CPD requirements, in order to maintain your Chartered status. If your membership lapses or is revoked, all your membership benefits (including your right to use your post-nominal letters) will cease immediately.
- 5.3** Terms and conditions of CMI membership can be found [here](#).

6 Intellectual Property

We will retain ownership of all intellectual property rights in all of our materials and resources which we may provide to you in connection with your application.

7 Our Liability

- 7.1** Nothing in these terms limits any liability which cannot be limited as a matter of law, including death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.
- 7.2** Subject to clause 7.1 above, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, under or in connection with the contract between us for loss of profits, loss of business, loss of opportunity, loss of or damage to goodwill or reputation, and any indirect or consequential loss.
- 7.3** Subject to clause 7.1 above, our total liability arising under or in connection with the contract between us or your application, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, will be limited to the total price paid under the Contract.

8 Confidentiality

- 8.1** For the purposes of this clause, “confidential information” means information concerning each other’s business, affairs, customers, clients, suppliers or, in the case of individuals, personal details.
- 8.2** We each undertake not to disclose any confidential information relating to one another, save to any employees, subcontractors, consultants or advisers who need to know such information for the purposes of the contract or your application; or save as may be required by law.
- 8.3** We each undertake to use the other’s confidential information solely for the purposes of performing our respective obligations under the contract.

9 Termination

Without limiting any other rights, either of us may terminate the contract with immediate effect by giving written notice if the other commits a material breach of these terms. On termination, your application will immediately terminate. If you terminate as a result of our material breach, we will refund your payment in full.

10 Events Beyond our Control

- 10.1** Neither of us shall be liable to the other for any delay or non-performance of our respective obligations by reason of matters beyond our control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, pandemic, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.
- 10.2** If there is an event beyond our control, we will notify you as soon reasonably possible. The obligations under the contract will be suspended, and the time for performance extended, for so long as the event in question persists.
- 10.3** Notwithstanding clause 10.2 above, if the event persists for longer than 30 days, you may notify us that you wish to cancel your application using the email address set out below. If you opt to cancel we will refund your payment, less the charges incurred by us in performing our obligations up to the date the event commenced.

11 Third Party Rights

This contract is between you and us and no other person has any right to enforce its terms.

12 Complaints

If a problem arises or you are dissatisfied with this contract or the application process, please contact us at the address below.

13 Governing Law and Jurisdiction

This contract, and the application process generally, is governed by English law and we each irrevocably submit all disputes arising out of or in connection with them to the exclusive jurisdiction of the English courts.

14 Contact Us

To contact us, please email us at:

ChMC@managers.org.uk for ChMC queries; or

CMgr@managers.org.uk for Chartered Manager queries