



Chartered
Insurance
Institute

Sept 2020
Version 1.1

Affiliated

Affiliated Institute Terms and Conditions



Standards. Professionalism. Trust.



Contents

Please read this document before completing the application form. It contains important explanations and guidance relating to your application for Affiliated Institute status.

We have prepared a step by step guide to completing the application to help become an Affiliated Institute. The guidance can be found on the CII website.

This document details:

Page 4: Terms and Conditions

Page 6: Schedule 1 - Criteria

Page 7: Schedule 2 - Licence to use CII Affiliated Institute logo

Page 8: Annex A - Logo

Page 9: Annex B - Permitted use

Terms & Conditions

These “Terms & Conditions” will apply to any agreement between the Chartered Insurance Institute, and you in relation to the Affiliated Institute programme (the “**Programme**”) pursuant to which Affiliated Institute status is granted to an Applicant. Affiliated Institute status is subject to renewal every three years.

Please read these Terms & Conditions carefully and make sure that you understand them. You should save them for future reference.

By completing and submitting this application you (“**the Applicant**”) acknowledge that you have read and agree to be bound by these Terms & Conditions, as amended from time to time and that you agree, confirm, represent and undertake as set out below.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

Agreement: the agreement between the CII and the Applicant in respect of Affiliated Institute status in accordance with these Terms & Conditions.

Affiliated Institute: Affiliated Institute status in accordance with the Programme.

Benefits: the benefits granted to an entity by the CII as a consequence of being awarded Affiliated Institute status, including without limitation the benefit of the Licence.

CII: The Chartered Insurance Institute, a corporate body formed under Royal Charter, with Company Number RC000104, having its principal office at 1st Floor, 21 Lombard Street, London EC3V 9AH and any CII Group Company.

CII Group Company: Any company owned or majority controlled by the CII and including any trading names or societies run by the CII.

Licence: a non-exclusive, non-transferable licence, subject to renewal every three years, to use CII’s intellectual property in accordance with Schedule 2.

- 1.2 Clause headings do not affect the interpretation of these Terms & Conditions.
- 1.3 A person includes a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Any reference to these Terms & Conditions (or provisions or documents within them) shall be construed as being a reference to them as in force at the date of application (save for any amendments or variations made from time to time in accordance with the provisions of these Terms & Conditions).
- 1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which it amends or re-enacts.
- 1.7 A reference to “writing” or “written” does not include faxes or emails save that faxes or emails may be used for routine day-to-day communication.

2. Applicant’s Obligations

- 2.1 The Applicant agrees that it shall:
 - 2.1.1 ensure that on the date of acceptance of these Terms & Conditions it fully satisfies the criteria for Affiliated Institute status, as set out in these Terms & Conditions, and that it shall, throughout any period of Affiliated Institute status that may be granted to it pursuant to the Programme (and any subsequent renewal of Affiliated Institute status), continue to fully satisfy the criteria for Affiliated Institute status; and
 - 2.1.2 only use the CII’s intellectual property as provided to it under the terms of this Agreement, in accordance with the Licence and CII brand guidelines in Schedule 2.
 - 2.1.3 notify the CII of any material changes to the details of the Affiliated Institute as contained in its application form (or latest renewal application form) including name, address, contact details or Responsible Individual.

Terms & Conditions

3. Remedies

In the event that the Applicant is in breach of its obligations under these Terms & Conditions, the CII has the right to revoke the Licence at any time without notice.

The grant of a Licence is discretionary and subject to the Applicant's full compliance with the Terms and Conditions. The previous grant of a Licence does not guarantee future acceptance and the Applicant accepts that the CII reserves the right to refuse renewal of the Applicant's Affiliated Institute status.

4. Entire Agreement

The Agreement and the documents referred to in it constitute the entire agreement and understanding in relation to its subject matter thereof, and shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between the parties. No amendment to the Agreement will be effective unless in writing and signed by the CII.

6. Third Party Rights

Save as expressly provided for otherwise in the Agreement, a person who is not a party to the Agreement shall not have any rights to enforce its terms.

7. Governing Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Criteria

1. The institute has a vision or mission which aligns with that of the CII
2. Legal status: Applicant is a not-for-profit organisation
3. Core activities: The institute is an awarding body and/or is a professional membership body and/or provides educational services
4. Sector focus: The institute is active in general insurance, life and protection insurance or financial advice
5. Collaboration: The institute is willing to work with the CII and other affiliated institutes to support the profession
6. Scale: The institute provides a sufficient programme of activity relative to the size of its market
7. Reputation: Nothing about the institute or its officers would create a reputational risk to the CII.

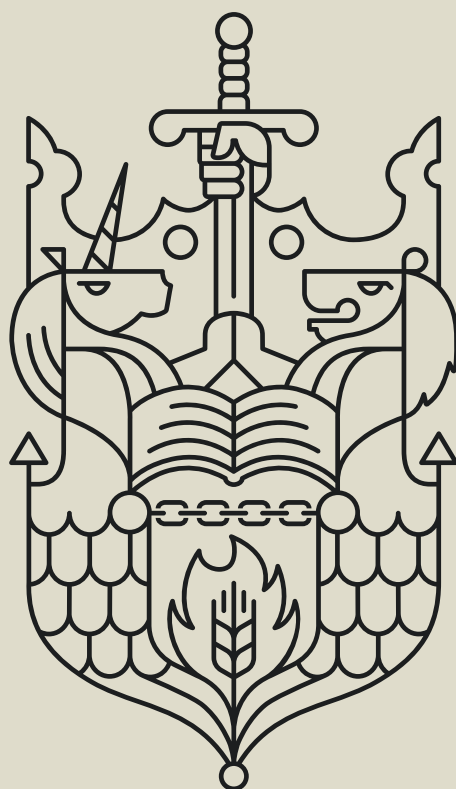
Criteria	CII compliance with criteria
1. The institute has a vision or mission which aligns with that of the CII	Vision: Working together, as a united profession, we will drive confidence in the power of professional standards
2. Legal status: Applicant is a not-for-profit organisation	Not-for-profit institute (incorporated by Royal Charter)
3. Core activities: The institute is an awarding body and/or is a professional membership body and/or provides educational services	Awarding body: Yes Professional membership body: Yes Provider of educational services: Yes
4. Sector focus: The institute is active in general insurance, life and protection insurance or financial advice	General insurance focus: Yes Life and protection insurance focus: Yes Financial advice focus: Yes
5. Collaboration: The institute is willing to work with the CII and other affiliated institutes to support the profession	Confirmed
6. Scale: The institute provides a sufficient programme of activity relative to the size of its market	Yes, the CII has over 100,000 members in the UK, representing a sizeable proportion of the UK insurance workforce, and provides a substantial programme of learning activity (digital and face-to-face)
7. Reputation: Nothing about the institute or its officers would create a reputational risk to the CII	Confirmed

Schedule 2 – Licence to use CII Affiliated Institute logo

In consideration for the ongoing obligations under the Agreement and these Terms & Conditions, the Chartered Insurance Institute (CII or **we/us**) grants to the Applicant (or **you**) a non-exclusive, non-transferable Licence to use the logo which is a registered trade mark of the CII as shown in *Annex A (Logo)* on the following terms.

1. As the registered proprietor of the Logo and the owner of copyright and goodwill in the Logo, we grant you limited, non-transferable, revocable permission to use the Logo solely:
 - as shown in *Annex A* without modification, including any trademark notices shown there;
 - until expiry of the period referred to in *Annex B*;
 - for the purposes and in the manner described in *Annex B*;
 - subject to all the limitations and restrictions set out in *Annex B*; and
 - in line with the CII's brand guidelines displayed on the CII website.
2. Your right to use the Logo is limited to the form and manner of use described in *Annex B*. No other use of the Logo is permitted under these Terms and Conditions.
3. You shall not do anything, whether through your actions or inactions, that will have negative affect on the CII's intellectual property and/or reputation or that of any CII Group company or the insurance/financial advice professions.
4. We may revoke this permission at any time with immediate effect by written notice to you if you contravene any requirement of the Agreement.
5. You acknowledge that we own and will retain all rights, title and interest in and to the Logo.
6. You acknowledge that neither we nor any other person has made or makes any representation or warranty of any kind in relation to the Logo.
7. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of the terms of this Agreement and any use you make of the Logo.
8. CII's total liability in contract, tort (including negligence), by way of indemnity, misrepresentation or otherwise in relation to this Licence shall be limited to a sum of £1000.
9. You accept that any goodwill that attaches to the use of the Logo by you is incidental and CII accepts no responsibility for loss of goodwill should a Licence be removed, or renewal of the Licence is refused.

Annex A - logo




Chartered
Insurance
Institute

Affiliated

Annex B - permitted use

The CII logo shall only be used in accordance with this Licence, for the purpose of communicating Affiliated Institute status with the CII and will be displayed in/on the Applicant's website, letterheads, business cards and other business collateral at the Applicant's discretion. The CII reserves the right in its sole discretion to terminate permission to display the Logo and may request the Applicant to delete any use of the Logo at any time for any reason without notice. The Applicant agrees to immediately remove the logo upon such request. The Applicant acknowledges that this licence is renewable every three years and use of the logo is only permitted for the duration of the Licence.

The Chartered Insurance Institute
21 Lombard Street
London EC3V 9AH
tel: +44 (0)20 8989 8464
customer.serv@cii.co.uk
cii.co.uk

 Chartered Insurance Institute

 @CIIGroup

© The Chartered Insurance Institute 2020

THE CHARTERED INSURANCE INSTITUTE, CII and the
CII logo are registered Trademarks of The Chartered
Insurance Institute.