

TERMS AND CONDITIONS OF MEMBERSHIP OF THE CHARTERED SOCIETY OF DESIGNERS (THE SOCIETY)



CHARTERED
SOCIETY OF
DESIGNERS

The Society is governed by its Royal Charter and Byelaws which set out details of the Society's powers and how they may be exercised. Regulations are made from time to time by the Council of the Society in order to implement the Byelaws and collectively these are known as the 'governance documents'. Copies of the Royal Charter and Byelaws may be found on the website.

By becoming a member of the Society you are agreeing to abide by the Byelaws and these Terms and Conditions of Membership. You are also agreeing to give us consent to handle your personal data in accordance with the Data Protection Act.

The Society is also a Registered Charity No. 279393 with its Registered Office at:
1 Cedar Court, Royal Oak Yard, Bermondsey Street, London SE1 3GA.

The Society is the professional body for design professionals in all fields of design and maintains the Register of Chartered Designers for the whole profession of design.

1.0 DEFINITIONS

Society	the Chartered Society of Designers
Register of Members	a list of all the members of the Society
Applicant	the person applying for membership in any class
Membership	any class of membership of the Society
Member	a person in any class of membership
Registration	the initial stage of any membership application
Submission	the process of submitting information following Registration
Ratification	the final confirmation after a successful Application
Application process	three stages of Registration, Application and Ratification
Assessment panel	a panel of Society members capable to assess an application
Assessment	review of an applicant in person or by digital conferencing
Assessors	Society members forming the Assessment panel
Related	means a family member or business partner
Application fee	a non-refundable amount payable on registration
Joining fee	an amount payable to enter your name on the Register of Members
Membership fee	an annual payment to maintain your membership
Subscription	yearly membership fee payable on demand
Code of Conduct	a manner of practice set out by the Society

2.0 APPLICATION FOR MEMBERSHIP

- 2.1 In applying and accepting membership of the Society you the Applicant are entering into a contract which is legally binding between the Society and you as an individual member.
- 2.2 You agree that during your application process you will provide honest and truthful answers to all questions and that all of the work you might be required to submit at any stage is your own or if carried out in collaboration with others that you have provided accurate details to the Society of the extent of your involvement.
- 2.3 You agree that you have permission from your clients, employer, colleagues or any other party who has intellectual property rights in the work you are submitting, to use in support of your application.
- 2.4 You agree to pay any required application fee on Registration and if successful to pay any relevant Joining fee and the first annual membership subscription at the 'Ratification' stage in order to ratify membership.
- 2.5 You agree to accept the time and date allocated to you should you be required to attend an Assessment panel whether in person or by digital conferencing. If for any substantive reason you are unable to attend at the allocated time and date you will accept the alternative assessment date. Should you not be able to accept the alternative date and time the Society will not be obliged to offer you further alternatives and may require you to re-apply.
- 2.6 The Society will not be obliged to make special arrangements for assessments for applicants and will therefore schedule any assessments to suit the needs and availability of assessors. If you require special access arrangements please ensure the Society is aware before you attend any assessment.
- 2.7 The Society shall not be liable for any travel costs or expenses you incur in order to attend any assessment or re-assessment.
- 2.8 You agree that if you cancel or fail to attend a scheduled assessment you will be liable to pay a new application fee when re-applying.
- 2.9 Should you fail to attend an assessment your application will be determined as failed.
- 2.10 In some instances applicants may be required to provide further information at the discretion of the Society. If this is the case you will be notified within 14 days of your application being received.
- 2.11 Should you be requested to provide references at any stage during your application process these must be from persons you know in a business, commercial or employment context only and must not be provided by any person to whom you are related.

- 2.12 You agree to accept the decision of the Society in respect of your application save that any objection may be made to a decision if you consider you have been discriminated against on grounds of age, race, sexuality, gender or disability.
- 2.13 If you believe you have been discriminated against during your application process you should make a written submission to the Chief Executive at the Society's registered address, setting out details of your claim and this to be received within 14 days of notifying you of the assessment decision.
- 2.14 The Society may at its absolute discretion reject any application for membership.
- 2.15 The Society may decide to offer you membership in a class other than that for which you applied.
- 2.16 If your application is successful you will be informed within 28 days of your submission.
- 2.17 If you are required to attend an assessment you will be notified within 14 days of submitting your application.
- 2.18 Applicants must not publicly promote their application and must not infer in any way that they are in the process of becoming a member of the Society.
- 2.19 Should the Society become aware at any time during your application or at any time after awarding you membership that any or all of the information you supplied in your application was false or misleading the Society will:
 - a) cease your application process without refunding the application fee, or
 - b) terminate your membership in which case your current annual subscription fee will remain payable, and in any such instances you will have no right of appeal.

3.0 MEMBERSHIP

- 3.1 As a member of the Society you will become either: Fellow (FCSD), Member (MCSD), Affiliate Fellow (aCSDf), Affiliate Member (aCSDm), Associate Member (Assoc.CSD) or Student Member.
- 3.2 In return for your annual membership fee you can expect to:
 - a) Be treated as a professional
 - b) Receive various benefits as determined by the Society from time to time
 - c) Be represented within the profession
 - d) Be awarded a level of recognition which you may use to promote yourself
- 3.3 Membership in any class is awarded to you personally and the rights, benefits and obligations set out in these Terms and Conditions of Membership and any of the governance documents are non-transferable and non-transmissible to any other person or entity.

- 3.4 Membership is annual and is valid for twelve consecutive months from the 1st day of the month following your ratification of membership.
- 3.5 You agree to acknowledge any communications from the Society in a timely and professional manner.
- 3.6 You agree that once you have become a member of the Society you will abide by its Byelaws and Regulations and adhere to the Code of Conduct of the Society.
- 3.7 You agree that the Society may amend its governance documents and Code of Conduct from time to time but that this does not negate the contract between you and the Society.
- 3.8 You agree that whilst a member of the Society you will endeavour to progress your professional competence for the benefit of the profession, society and the planet.
- 3.9 You agree that whilst a member of the Society that you will uphold the values espoused by the Society and refrain from impugning and/or bringing the Society and but not limited to its members, trustees, employees, partners, collaborators and sponsors into disrepute.
- 3.10 You agree to disclose to the Society during your application or at any time during your membership if you:
- Have a criminal conviction that is not spent under the Rehabilitation of Offenders Act
 - Receive a criminal conviction
 - Are an undischarged bankrupt
 - Become the subject of a bankruptcy order
 - Have been the subject of an insolvency order
 - Become the subject of an insolvency order
 - Are disqualified as a director of a company

4.0 TERMINATION OF MEMBERSHIP

Resigning your membership

- 4.1 Should you wish to resign your membership at any time you must do so in writing giving at least three months' notice and in such a manner that receipt of your notice by the Society is verifiable whether by a signed record of its delivery or a digital receipt.
- 4.2 You agree that in the event of you resigning you will pay the full amount of the membership subscription for the year in which you resign if the notice period is less than three months. To be clear: you must resign with at least three months clear notice occurring within your current subscription year. If any part of your notice period runs into the following subscription year then you agree to pay that year's membership subscription in full.

Being 'struck off' The Register of Members

- 4.3 Should your membership subscription be outstanding for one month after the date of issue of your membership invoice it will be suspended and all benefits of membership will cease including access to your online portfolio, your listing on Find-a-Designer and any communications from the Society other than in respect of your outstanding membership fees. In the event that your membership subscription remains unpaid after three consecutive months from the date of your subscription invoice your name will be automatically 'struck off' The Register of Members.
- 4.4 Should you be found to be in breach of the Byelaws in respect of your conduct as a member of the Society or as a result of a complaint as to your professional behaviour or found to be in breach of these Terms and Conditions of Membership, you may subject to the appeals procedure, be suspended from membership of the Society for a period not exceeding two years or 'struck off' The Register of Members.
- 4.5 Should you become the subject of a disciplinary procedure your membership will continue until the disciplinary process is concluded and your subscriptions will remain due during any such period of the disciplinary process and any period of appeal.
- 4.6 Once your name is 'struck off' the Register of Members you will no longer be able to refer to yourself as a member of the Chartered Society of Designers or represent yourself by the use of any registered trademarks including post nominal letters (Assoc.CSD, MCSD, FCSD, aCSDm, aCSDf) and the member's marque.
- 4.7 You agree that upon cessation of your membership of the Society for any reason you will remove all references to your being a member of the Society, whether printed or digital, within 21 days.
- 4.8 Should your name be 'struck off' The Register of Members any outstanding amount for the remainder of your subscription year will remain payable.
- 4.9 Any member who is 'struck off' the Register of Members will have his/her name published on the Society's website as having been 'struck off'.

- 4.10 All membership certificates issued remain the property of the Chartered Society of Designers and you agree that upon cessation of your membership of the Society for whatever reason that you will, at your own cost, return your membership certificate to the Society within 14 days.

Intellectual property

- 4.11 You agree that should the Society discover that following termination of your membership you infringed any of the Society's intellectual property by using any trademarks including any post nominal letter, you will be liable to pay the annual subscription for the period since your termination until the discovery or a statutory period of a maximum of six years whichever is the shorter. Making payment for this period does not entitle you to membership.

5.0 RE-JOINING THE SOCIETY

- 5.1 Should you resign your membership in accordance with these Terms and Conditions of Membership and the Byelaws you may apply to re-join within two years without the need for a full application at the same level of membership as when you resigned save that the Society at its absolute discretion may reject any application to re-join. After two years you will only be allowed to re-join as a full member (MCSD) by making a new application.
- 5.2 Applications from anyone who has previously been 'struck off' The Register of Members will only be considered at the discretion of the Society and there is no right of appeal.
- 5.3 If you have been 'struck off' The Register of Members and you have outstanding fees, you will need to pay any outstanding subscriptions and submit an explanation as to why you refused to pay your subscription before the Society considers your application to re-join. If accepted, you will need to make a full application to re-join and attend an assessment panel. Should your application to re-join be accepted you will only be allowed to re-join as a full member (MCSD).

6.0 APPEALS

- 6.1 In certain circumstances you may be entitled to make an appeal to the Society if you believe your application has been rejected or your membership terminated unfairly or discriminately against on grounds of age, race, sexuality, gender or disability.
- 6.2 If you consider this to be the case you agree to make any appeal in writing to the Chief Executive within 14 days of receiving a decision by the Society which you consider unfair or discriminatory.
- 6.3 The Society agrees to respond to acknowledge your appeal within 21 days at which point the appeals procedure will be set out to you.

7.0 COMPLAINTS

- 7.1 In addressing such a wide remit the Society realises that from time to time the high standards it sets may inadvertently slip. If this does happen we need to be alerted, in order that we can deal with the situation speedily and efficiently, to ensure action is taken to avoid any future occurrence. Such interaction allows us to improve our proposition for members and designers and to make the professional body stronger.
- 7.2 You agree that if you have any complaint that you will firstly give the Society the opportunity of resolving any such issue by following the Complaints Procedure a copy of which may be requested in writing from the Society.

8.0 PAYMENT

- 8.1 Payment terms apply to membership subscriptions or any other goods or services provided by the Society. All payments may be made online, by Bank Transfer, Credit/Debit card, cheque or Direct Debit.
- 8.2 The subscription fees displayed on the Society's website from time to time will prevail.
- 8.3 All subscription invoices are raised on the first day of any month and are payable within the calendar month.

Bank Transfer

- 8.4 You may make payment by Bank Transfer using BACS, SWIFT or IBAN. Details will be shown on any invoices you receive. Any person paying by bank transfer from overseas must ensure that any bank transfer charges and any currency exchange difference are added to the payment of their total subscription fee. Any shortfall in the full value of the membership fee will be regarded as outstanding.

Credit/Debit card

- 8.5 If you are paying by Credit/Debit card you must have the permission of the card holder to carry out the transaction before entering the card details. You can make Credit/Debit card payments online or by telephone. The Society does not accept American Express cards. Due to minimum amount charges for credit cards the Society will not accept payment by credit card for less than £10, amounts under £10 may be paid by Bank transfer.

Cheques

- 8.6 All payments made by cheque must be made in pounds sterling and drawn on a United Kingdom bank account. Due to minimum amount charges for cheques the Society will not accept payment by cheque for less than £10, amounts under £10 may be paid by Bank transfer.

Direct Debit

- 8.7 The Society offers the facility to pay any subscriptions by annual, quarterly or monthly instalments. Direct Debit arrangements may only be implemented after the first year of membership and are only available for members using a United Kingdom bank account and for subscriptions of £100 or more.
- 8.8 All Direct Debit payments are collected on or after the twenty-seventh day of the month in which payment became due. In the case of a monthly Direct Debit, should this not be set up by the seventeenth day of the month when the first payment becomes due, then two monthly payments will be collected the following calendar month.
- 8.9 The Society operates in keeping with the Direct Debit Guarantee Scheme.

Gift Aid

- 8.10 United Kingdom taxpayers may Gift Aid their subscription which allows the Society to reclaim a percentage of the subscription from HM Treasury. A Gift Aid form is available online.

Default of any payment

- 8.11 Should a Direct Debit be rejected or a cheque returned unpaid, the Society will apply a £10 administration charge to your account which will need to be paid in full in order for your membership to continue.
- 8.12 From time to time the Society may offer goods and services that require payment, such as: events, training, publications, etc., as the Society is a Not-for-Profit entity all such items will require payment in advance and the specific terms and conditions of the payments will be set out in each case.
- 8.13 The Society reserves the right to amend any of its membership fees annually and will provide you with at least three months' notice by any means prior to the renewal of your subscription.

9.0 PERSONAL DATA

- 9.1 It remains your responsibility to inform the Society, in writing, of any amendments to your personal data, including name changes, address details, email and telephone contacts. You agree to inform us immediately of any change to your residential address as recorded on The Register of Members.
- 9.2 The information and data the Society maintains is used purely for the purposes of your application and managing your membership in order to provide the best possible membership experience. We use this data for statistical analysis and research related to the profession and business of design.

- 9.3 From time to time we will also use the data you have supplied to communicate with you as required by the Byelaws and in order to bring to your attention opportunities we believe will enhance your membership experience.
- 9.4 As a professional body, it is within the Society's legitimate interests to verify the membership status of an individual upon receipt of a query from a third party, including the grade and period of that membership; this will not include contact details.
- 9.5 The personal data and images collected from you is governed by the EU General Data Protection Regulation (GDPR) and will only be used as above. If we intend to use your personal data for a purpose different than it was originally provided for, we must provide notice of the new purpose to you before processing.

10.0 INTELLECTUAL PROPERTY (IP)

- 10.1 The Society is committed to the protection of Intellectual Property Rights and has significant capital invested in its own brand including its copyrights and trademarks, registered or otherwise.
- 10.2 You agree not to infringe any of the Society's IPRs or to use any such IP without the express written permission of the Society.
- 10.3 You must not use any of the Society's trademarks in any way that may be understood by any reasonable person to suggest an endorsement of any entity whether your own business or design practice other than the use permitted by the Society to identify you as an individual as a member of the Society.
- 10.4 All Intellectual Property which exists in the materials provided to members as part of the member benefits and services are owned by the Society and/or its content providers.
- 10.5 You agree not to licence, sell, rent, lease, transfer, assign or otherwise commercially exploit passwords to you as a member nor to licence, sell, rent, lease, transfer, assign or otherwise commercially exploit or otherwise make any benefits or services provided to you available to any third party.

11.0 ONLINE MEMBER PORTFOLIO & FIND-A-DESIGNER

- 11.1 Your online member portfolio links directly to our Find-a-Designer and both are deemed to provide you with the service which presents examples of your design services to the public. As such we are committed to operating the service in the interests of the Society as a whole and to monitor the content, which includes but is not limited to, text, data, information, images and links.

- 11.2 The Society reserves the right to interrupt or cease the service at any time in order to carry out maintenance work or upgrades or to discontinue the availability of the service at its sole discretion without prior notice.
- 11.3 Your portfolio is made available to you as an individual member of the Society and you agree not to use the portfolio for the promotion of any third party, individual or business.
- 11.4 You agree that you will only submit case studies to your portfolio in which you have had a significant involvement and that you will provide details of that in the text accompanying your case studies.
You agree not to provide any third party with your login details or to grant them access in any way to your portfolio.
- 11.5 You are solely responsible for maintaining the confidentiality of your password and for all activities resulting from the use of your password.
- 11.6 All content posted or otherwise submitted to your portfolio is your sole responsibility and you acknowledge and agree that you and not the Society are entirely responsible for the entirety of the content that you submit to your portfolio.
- 11.7 You agree not to use the services for any purpose that is unlawful or breaches these Terms and Conditions of Membership, or any other purpose not reasonably intended by the Society.
- 11.8 You agree not to submit content that could reasonably be considered to be offensive or any content of a discriminatory or inflammatory nature.
- 11.9 You agree that you have the permission to submit content which contains the intellectual property of others and that you will remain totally responsible and liable for any claims against the Society for any infringement, damage or loss arising from any submission to your portfolio.
- 11.10 You agree not to make any false claims or statements as to the commercial services you provide or the competences you claim in being able to provide such services.

In submitting your content to your online portfolio you acknowledge that:

- 11.11 You are granting to the Society the right to use any or all of the content of your portfolio for promotional purposes and to distribute and redistribute your content to third parties, web-sites by links or other means, applications, and other entities, save that your content is attributed to you by the means, fully or partially, you employ to identify the content when submitting to your portfolio.
- 11.12 It is your responsibility to add any protection to your content provided it does not interfere with the provision of the service provided by the Society.

- 11.13 The Society offers no guarantee or makes any warranty that your content will not partially or fully be copied without your consent and neither does the Society accept responsibility or liability to you or any third party should this be the case.
- 11.14 Subject to the above you retain all intellectual property rights in the content you submit to your portfolio other than that which you are aware of rests with a third party.
- 11.15 You agree that you are the owner of any intellectual property rights attributed to the content submitted to your portfolio and that the content does not infringe the intellectual property rights of any other person or infringes their privacy or breaches any laws.
- 11.16 The Society respects the intellectual property rights of others and as such will take immediate action to remove any material that any person considers infringes their intellectual property rights or to remove any material it considers may infringe the intellectual property rights of others. In such instances the Society will not be liable to you for any claims arising out of such actions.
- 11.17 Should any content be removed from your portfolio by the Society you will be given 14 days to appeal and to provide sufficient evidence to substantiate that you have not infringed the intellectual property rights of any third party.
- 11.18 The Society reserves the right to make public any explanation as to any infringement of intellectual property rights whether related to your portfolio or to any part of these Terms and Conditions of Membership.

12.0 ABUSE

- 12.1 The staff of the Society and other members from time to time are there to help you achieve the most from your membership and to support you in your professional practice. The Society will not tolerate any form of physical, verbal, digital or other abuse and any such instances will be treated as a breach of the Byelaws in respect of your professional conduct. You therefore agree to treat staff, trustees and other members with due courtesy and respect at all time.

13.0 LIABILITY

- 13.1 The Society's liability to you will not extend to any membership related benefits, goods or services provided by a third party external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider.
- 13.2 These Terms and Conditions of Membership do not and shall not affect your statutory rights as a consumer.

- 13.3 We aim to provide the most up to date and best possible information and data we can to support you as a member. However, you should not solely rely on information and data provided by the Society and should always seek independent professional advice in respect of financial, legal, business, taxation, intellectual property, etc.
- 13.4 You agree to indemnify the Society, its trustees, employees, partners and sponsors against all claims, losses, damages and costs including, but not limited to, direct, indirect, incidental and consequential damages and reasonable legal costs as a result of:
- a breach of these Terms and Conditions of Membership
 - content posted to your portfolio
 - any infringement of intellectual property rights
 - any violation of any rights of a third party
 - or any other losses arising as a result of your actions

14.0 AMENDMENTS

- 14.1 The Society may amend these Terms and Conditions from time to time. Should any substantial amendment be made you will be notified via the members area of the Society's website 21 days before any such amendments take effect.

15.0 FORCE MAJEURE

- 15.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms and Conditions of Membership by reason of matters beyond its 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, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

16.0 LEGAL

- 16.1 No party to these Terms and Conditions of Membership shall have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 16.2 These Terms and Conditions of Membership override any previous Terms and Conditions of Membership or otherwise that may exist between you as an Applicant or member and the Society save that nothing in these Terms and Conditions of Membership may negate anything contained in the governing documents.
- 16.2 These Terms and Conditions of Membership are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

ENDS