

RICS Property Measurer Certification

Terms and conditions

These terms and conditions (“Terms”) shall apply to the Property Measurer Certification and shall continue to apply until terminated by RICS or the Applicant in accordance with the Terms set out below.

To fulfil the requirements of the Property Measurer Certification at all times which will be advised by RICS and updated from time to time;

1. Definitions

Applicant	means the individual or corporate body applying to complete and obtain the Certification.
Certification	means the certification offered by RICS to non-RICS members and titled Property Measurer Certification
Fee(s)	means the fees relevant to the Certification which shall be notified to the Applicant by RICS.
Intellectual Property or IP	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions, and all similar or equivalent rights or forms of protection in any part of the world.
RICS Branding Guidelines	means the guidelines published by RICS which sets out the regulations and terms of use of the RICS IP including the RICS Logo.
RICS Logo	means the lion head logo device.

2. The Certification

- 2.1 To gain the Certification, the Applicant must complete the training, assessment and required CPD and pay the relevant Fees as specified in the requirements of the Certification.
- 2.2 RICS reserves the right to update these requirements from time to time at its sole discretion.

3. Fees, Charges and Payment

- 3.1 As a condition of the Certification, the Applicant shall pay the Fees to RICS in full to obtain the Certification.

- 3.2 Except as set out in these Terms, all Fees are non-refundable.
- 3.3 RICS will be under no obligation to provide access to the training element of the Certification if the Fees are not paid in full at the point of purchase of the Certification.
- 3.4 RICS shall not liable for bank charges or any other costs incurred by the Applicant.
- 3.5 The Applicant shall pay to RICS any other charges including but not limited to any registration fee, subscription, levy, arrears, fine or other penalty, or re-imbursement as they fall due to RICS.
- 3.6 RICS reserves the right to introduce or increase any of the Fees at any time in respect of the Certification.

4. Insurance

The Applicant will hold such insurance that is reasonably required and appropriate in the circumstances which, for the avoidance of doubt, includes but is not limited to professional indemnity insurance.

5. Intellectual Property Rights

- 5.1 RICS authorises the Applicant, subject to the Applicant complying with the RICS' Branding Guidelines, to use such RICS IP as is reasonably necessary to demonstrate attainment of the Certification while the Certification is held by the Applicant. For the avoidance of doubt, this includes the RICS Logo and the Certification title ("RICS Certified Property Measurer").
- 5.2 The Applicant will accurately display all IP, title, trademark and copyright notices belonging to by RICS or notified by RICS to the Applicant from time to time for use only in conjunction with the Certification.
- 5.3 RICS shall at all times retain ownership of the IP in all RICS certification materials. The Applicant expressly acknowledges RICS ownership of its IP and that the Applicant will not do anything inconsistent with such ownership and agrees not to use or permit such IP to be used by any person under its control without the prior written consent of RICS.

6. Termination

- 6.1 RICS shall be entitled to terminate these Terms and the Certification with immediate effect in the event of breach of these Terms or breach of the requirements of the Certification.
- 6.2 RICS may terminate the Certification at any time and access to any benefits associated with the Certification shall cease without any refund of any Fees or charges being due to the Applicant, in the following circumstances:
- failure to meet the necessary requirements of the Certification;
 - failure to provide any information requested by RICS related to the Certification within 14 days of receipt of such request;
 - failure to settle any payments due within 30 days of receiving an invoice

6.3 Subject to compliance with the terms set out at clause 6, the Applicant may terminate the Certification at any point during the subscription year by giving notice in writing by email to contactus@rics.org or by post to RICS Operations Manager at RICS, 55 Colmore Row, Birmingham B3 2AA.

6.4 For the avoidance of doubt, no Fees will be refunded following termination of these Terms or the Certification pursuant to this clause 6.

7. Consequences of Termination

7.1 The Applicant shall not at any time state or infer that they or their firm are members of RICS (unless such firm is a member of and is regulated by RICS), are a member of RICS, hold a RICS designation or are "Regulated by RICS" in any way whatsoever or howsoever.

7.2 Following termination, the Applicant shall not at any time use or permit to be used in conjunction with their name, or the name of any organisation with which may at any time be associated with the Applicant or the Applicant's firm, any designation or expression denoting or suggesting membership or any connection with RICS or of being "Regulated by RICS", (unless such firm is a member of and is regulated by RICS).

8. Limitation of liability

8.1 RICS or its assessors shall not be liable (whether for breach of contract, negligence or for any other reason) for any direct, indirect or consequential loss or damage, foreseeable or otherwise, that may arise in connection with these Terms or the Certification. For the avoidance of doubt, any such loss or damage shall include but not be limited to loss of salary, loss of profits or anticipated profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, damage to reputation, loss of any software or data, loss of bargain, loss of opportunity, loss of or waste of management or other staff time, or for any indirect, consequential or special damages, losses or costs, however arising or payable to any third party.

8.2 Without prejudice to the above, RICS' aggregate liability to you at any time whether in contract, tort or otherwise shall be limited to the fees paid under this agreement.

8.3 In any event, nothing in these terms and conditions shall act to, exclude or limit RICS' or its assessors' liability for death or personal injury resulting from negligence, fraud or any other liability which may not be excluded or limited by applicable law. Your statutory rights as a consumer are not affected by any of these terms.

Applicant Declaration

I have read the above Terms and the following statements and hereby undertake:

- To comply and act in accordance with the Charter, Bye-Laws, Regulations and Rules of RICS as they now exist, or as they may in the future be amended, also comply with such other requirements as Governing Council shall determine.
- To promote the Objects of RICS as far as in my power.
- That I shall not at any time either before the Certification is awarded or after ceasing to hold the Certification to use or permit to be used in conjunction with my name, or name of any organisation with which I may at any time be associated, any designation or expression denoting or suggesting membership of RICS.
- That I shall not at any time after ceasing to hold the Certification to use or permit to be used in conjunction with my name, or name of any organisation with which I may at any time be associated, any designation or expression denoting or suggesting that I hold a RICS Certification.
- To pay promptly any monies due to RICS including but not limited to the Fees, any other relevant fees, subscription, levy, arrears, fine or other penalty, or re-imburement in accordance with any scheme of compensation, or in respect of any goods or services commissioned by me from RICS.
- To declare any criminal conviction within 30 days.

I confirm that:

- The work I am submitting for assessment is my own unaided work and a true reflection of my experience and structured development.
- I have disclosed to RICS full details of any charge or conviction of a criminal offence involving embezzlement, theft, corruption, fraud or dishonesty of any kind, or any other criminal offence carrying on first conviction the possibility of a custodial sentence, unless it is now a spent conviction (i.e. no longer in prison or on probation).
- I have never been subject to any bankruptcy or insolvency proceedings or other arrangement with creditors in respect of my debts (such as an Insolvency Voluntary Arrangement) and that I am not an undischarged bankrupt?
- I confirm that I have disclosed to RICS any pending disciplinary proceedings or adverse findings made against myself by another regulatory body within the last 3 years.

I am aware that RICS reserves the right to contact myself, supporters/proposers or company as part of the Applicant Assessment quality assurance process. Any falsification of work or declaration may result in an investigation and the potential termination or refusal to award the Certification by RICS. Any such termination will take immediate effect (with no further obligation on RICS to refund any fees already paid).

I understand and accept that I am accountable for the truth of this declaration.

Name in full:			
Signature:		Date:	

Data Protection Notice

When you sign the application form, RICS will store and process your personal data for legitimate purposes, including any purpose related to the processing of your application for the RICS Certification. This shall include sharing your data with assessors, counsellors and supervisors using email, RICS online portal and applications such as Turnitin (plagiarism detection software).

RICS will also use and store your personal data to administer your Certification. To do this, RICS may contact you by email, post, phone or SMS.

Please note that you cannot opt-out of receiving administration messages from RICS as we need to send you these to effectively manage your Certification.

You can read the full RICS privacy policy using the link below:

<https://www.rics.org/uk/footer/terms/rics-privacy-policy/>