

# Corporate Chartered status rules

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### Objectives

The objectives (“Objectives”) of these corporate Chartered status rules (“CCS Rules”) are as follows:

1. To establish and maintain a corporate Chartered status scheme whereby corporate entities in the insurance and financial services profession are certified as having met enhanced practice standards.
2. To set out the terms by which an CCS Entity is granted corporate Chartered status (“CCS”) of the CII.
3. To set out the terms on which an CCS Entity may publicise such grant through the use of certain marks, signs, trade marks and collective marks of the CII pursuant to the Licence contained at paragraph 9 (“the Licence”).

### Acknowledgements

These CCS Rules serve as an acknowledgement that:

1. CCS is an indication to clients and prospective clients, that they will be provided with the highest levels of service, expertise and integrity.
2. Any behaviour which tends to lower (or is capable of lowering) the reputation of CCS, the CII or Personal Finance Society (“PFS”) or otherwise brings the profession into disrepute (including discourtesy in whatever form to clients, prospective clients, former clients and staff and other members of the CII or PFS) or which represents a breach of these CCS Rules may result in the CII’s withdrawal of any current CCS or refusal to grant a new application for CCS.

3. Any competitive advantage accruing under Objective 3. is not the primary aim of the scheme (i.e. it is not designed as a marketing opportunity for participating Entities) and that the primary aim is to inform clients and prospective clients that the CCS holder adheres to the standards referred to in Objective 1. and aspires to exceed the minimum standards of the relevant regulator(s).
4. The loss of CCS (as a result of breaching the CCS Rules or otherwise) may, of course, carry adverse consequences in terms of publicity.

## CCS Rules

In order to be granted and/or be permitted to renew and retain CCS as Chartered Financial Planners or Insurance Brokers or Insurers, an CCS Entity must comply, to the satisfaction of the CII, with these CCS Rules.

In these CCS Rules, the expression “CCS Entity” shall mean a limited Company, a limited liability partnership or an unincorporated partnership that has been granted CCS by the CII and which CCS remains in full force.

### 1. Laws of the CII

Each CCS Entity must ensure that the conduct of its business (including that of its staff, whether individual members of the CII or not) is in compliance with the CII/PFS Code of Ethics, the CII Charter/Bye-laws and the CII Board Regulations (each as amended from time to time) and all relevant requirements of the CII from time to time published (together the “Laws of the CII”).

### 2. Compliance issues

- (a) Failure by an CCS Entity to comply and/or to ensure compliance with the applicable provisions of the Laws of the CII and/or these CCS Rules may result in (amongst other things):
- suspension and/or withdrawal of CCS; or
  - suspension and/or withdrawal of certain CCS benefits; and/or
  - suspension and/or withdrawal of the Licence; and/or
  - the imposition of restrictions and conditions on renewal.

For further details of the powers and sanctions of the CII, please see paragraphs 10 and 11.

The CII reserves the right to publicly announce its decisions and determinations in relation to CCS, both as to its award/renewal and its suspension, withdrawal or any other sanction it imposes.

- (b) The CCS Entity shall be responsible to the CII for ensuring compliance (and shall be responsible for any failures of compliance) with these CCS Rules by the CCS Entity itself and, to the extent applicable, by any of its staff (whether or not they are individual members of the CII).

### 3. Classes of CCS

- (a) The CII may grant only one of the following three separate classes of CCS to an CCS Entity:
- **Chartered Financial Planners;**
  - **Chartered Insurance Brokers; or**
  - **Chartered Insurers.**
- (b) The class of CCS granted to an CCS Entity shall be that class stated in the application form submitted to the CII by the CCS Entity provided it meets all relevant requirements of such class.
- (c) The grant of CCS shall be valid for one year from the date of grant, subject to suspension or withdrawal in accordance with these CCS Rules. In order to retain CCS, an CCS Entity must submit an annual renewal application to the CII within the time limits set from time to time by the CII.

### 4. Guidance

The CII has published detailed guidance for each class of CCS in connection with applications for the grant of CCS including the criteria to be satisfied. The guidance (as amended and varied from time to time) relevant to the class of CCS granted to the CCS Entity in accordance with paragraph 3 (the “Guidance”) form part of these CCS Rules. In the event of any conflict or inconsistency between these CCS Rules and the Guidance, the provisions of these CCS Rules shall prevail.

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## 5. CCS: Minimum requirements

The CII requires each CCS Entity to:

- (a) satisfy the criteria for CCS set out in the Guidance;
- (b) have an employee or officer who personally holds the CII Chartered title in respect of the class of CCS being applied for and who will be the ongoing point of contact for CCS purposes (“Responsible Member”). In the case of a limited Company, the Responsible Member will be a statutory director of the limited Company; in the case of a limited liability partnership (LLP), the Responsible Member will be a designated member of the LLP and in the case of an unincorporated partnership, the Responsible Member will be a partner of the partnership. In a case where the CII exercises its discretion in accordance with paragraph 10(a)(i) to recognise an Appropriate Management Team (as defined in the Guidance) of a specialist Division (as defined in the Guidance) of an organisation and the Responsible Member is not a member of the statutory Board of, nor an equity partner in, the CCS Entity, the Board of the CCS Entity must appoint a person with responsibility for oversight of the CCS and to ensure that the Board is aware of the CCS Terms & Conditions and its obligations. For a summary of Responsible Members’ duties, please see paragraph 6. Any change of Responsible Member must be notified to the CII in writing within 14 days of such change taking place or, if earlier, the requirement for such change arising;
- (c) have policies and operate corporate governance and other systems that ensure high standards of risk management, internal record keeping, and professional development, training and competency programmes;

- (d) promptly notify the CII of any investigation commenced by any other professional, statutory or regulatory body or authority into its conduct or affairs or that of its staff (whether or not they are individual members of the CII), taking all reasonable steps to obtain any required permission for such notification to the CII; and
- (e) promptly notify the CII of the full details of any sanction imposed or applied by any other professional, statutory or regulatory body or authority against it or any member of its staff (whether or not they are individual members of the CII).

Each CCS Entity must comply in full with the above requirements.

## 6. Responsible Member

The Responsible Member of an CCS Entity shall be responsible for:

- (a) completing and signing the initial application and subsequent annual renewal applications for CCS and ensuring and certifying that all the information provided to the CII is true, accurate and complete (to the best of their knowledge after all due enquiry and having fully considered the intent, spirit and purposes of such statements);
- (b) ensuring that the Appropriate Management Team of the CCS Entity is fully aware of the Laws of the CII and that the CCS Entity takes all reasonable steps to ensure compliance with them;
- (c) notifying the CII in writing within 14 days of any cessation by the CCS Entity to satisfy the criteria for CCS set out in the Guidance;
- (d) notifying the CII in writing within 14 days of any failures of compliance by the CCS Entity with the Laws of the CII and these CCS Rules or any other requirements from time to time published by the CII in connection with CCS;

- (e) notifying the CII in writing within 14 days of any material change of the CCS Entity’s details, as contained in its application form (or latest annual renewal application), including its name, address, contact details and Responsible Member; and
- (f) promptly responding to the CII in relation to any enquiries raised or requests for information or documents.

Each CCS Entity must ensure compliance in full with the above requirements.

## 7. Fees

Each CCS Entity must pay the application fees and renewal fees for CCS and any other fees as specified from time to time by the CII. Failure to pay fees when due may lead to the withdrawal or suspension of CCS or the imposition of restrictions and conditions for continued CCS.

## 8. Continuing professional development and training

Each CCS Entity must:

- (a) establish a general training programme for all staff in accordance with the Guidance;
- (b) establish a formalised staff development programme with core values and practices that align with the CII/PFS Code of Ethics; and
- (c) facilitate compliance with the CII’s Continuing Professional Development requirements by CII qualified staff who are individual members of the CII/PFS.

The training programmes mentioned in paragraphs (a) and (b) are to be accessible to all relevant employees (whether individual members of the CII or not). All relevant staff are to be encouraged to participate in the above training and staff development programmes.

## 9. Use of CII marks, signs, trade marks and collective marks

- (a) On the grant of CCS the CII grants to the CCS Entity a non-exclusive, non-transferable licence (“the Licence”) of the Corporate Chartered Financial Planners or Insurance Brokers or Insurers marks, signs, trade marks and collective marks (“the Trade Marks”) and the associated copyright and design rights, as depicted in design guidelines from time to time issued by the CII (“the Design Guidelines”) (together, “the Intellectual Property”). The Licence is for use in the provision of professional advice and services (“the Services”) in the field of financial planning or insurance broking or insurance services (“the Permitted Field”) in the United Kingdom (or such other territory as the CII, in its sole discretion, may agree in writing) in accordance with these CCS Rules. The Licence granted to the CCS Entity shall, save as hereinafter provided, remain in force until the cessation of CCS under these CCS Rules. The Licence is subject to suspension, withdrawal and/or revocation by the CII at any time entirely at its discretion, as set out in these CCS Rules.
- (b) The CCS Entity must ensure that all use and representation of the Trade Marks in relation to the Services in the Permitted Field is precisely as depicted and required in the Design Guidelines from time to time issued by the CII. For the avoidance of any doubt, these provisions apply to all advertising, promotional, business and other documents and materials in whatever medium, including without limitation the internet, which make use of the Trade Marks.
- (c) The CCS Entity must only use the Trade Marks strictly in accordance with and for the purposes authorised in these CCS Rules.
- (d) The CCS Entity must not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness or become liable to mislead the public. The CCS Entity must not use the Trade Marks in a manner so as to result in their dilution, including without limitation incorporating the Trade Marks into another trade mark or name or words.
- (e) The CCS Entity may use the Trade Marks on business stationery and marketing materials (including without limitation business cards, letterheads, brochures and on the internet) where any other of the CCS Entity’s trade marks appear or trade marks of third parties appear, provided the Trade Marks are depicted separate from any such other marks, as further set out in the Design Guidelines.
- (f) In applying for the grant or renewal of CCS the CCS Entity acknowledges and agrees that:
- i. these CCS Rules do not grant to the CCS Entity any rights of use of the Trade Marks other than for the Services in the Permitted Field;
  - ii. the CCS Entity shall not use nor seek to grant any sub-licence or authorise the use of the Trade Marks by any third party;
  - iii. the CCS Entity shall not directly or indirectly use or permit the use of the Trade Marks or any substantially or confusingly similar name or mark whether on its own or as part of another name or mark (including trading, corporate or business name) in the Permitted Field or otherwise except in accordance with these CCS Rules;
  - iv. the CCS Entity shall not directly or indirectly register or permit the registration of the Trade Marks or any other trade mark incorporating the Trade Marks or any substantially or confusingly similar name or mark;
  - v. nothing in these CCS Rules shall undermine, invalidate or reduce in any way the CII’s rights and title (including the right to grant sub-licences) in the Trade Marks, whether on their own or in conjunction with any other name or mark; and
  - vi. nothing in these CCS Rules shall prevent or restrict the CII from using the Trade Marks whether on their own or in conjunction with any other name or mark for any goods or services outside of the Permitted Field.
- (g) The goodwill in the Trade Marks so far as it is inherent in the Services in the Permitted Field generated as a result of the CCS Entity’s use of the Trade Marks in accordance with these CCS Rules shall accrue to the CII. Each CCS Entity acknowledges and agrees that it shall not under these CCS Rules or as a result of its use of the Trade Marks in accordance with these CCS Rules or otherwise be expressly or impliedly granted or derive or accrue any goodwill or other rights whatsoever (including without limitation rights of use) in the Trade Marks whether in relation to the Services in the Permitted Field or otherwise or in relation to any other services.
- (h) The CII gives no condition, warranty or stipulation in connection with the rights licensed pursuant to this paragraph 9 and hereby excludes all conditions, warranties and stipulations express or implied, statutory or otherwise which but for such exclusion would or might subsist in favour of the CCS Entity. Each CCS Entity undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the Intellectual Property or to do any act which might assist or give rise to an application to revoke the Intellectual Property.

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- (i) The CII may arrange at its absolute discretion for the Licence to be registered with any Intellectual Property registry in the United Kingdom (or any other territory in the world), with any registration costs to be borne by the CII. The CCS Entity shall promptly sign or depose to such documentation as may be required to effect the recordal of the Licence in the United Kingdom (or other territory) at the request of the CII.
- (j) The CCS Entity shall promptly notify the CII of any potential or actual infringement of the Intellectual Property which is brought to its attention and any threatened or actual legal action or allegation that the use by the CCS Entity of the Intellectual Property infringes third party intellectual property rights. The CII shall decide in its absolute discretion whether and what steps (if any) should be taken to prevent or curtail any infringement or in respect of any third party allegation, at its cost. The CCS Entity shall provide all reasonable assistance to the CII (at the CII's cost) in any legal action or other steps taken to curtail any infringement of the Intellectual Property or in relation to any third party allegation.

### 10. Rights, powers and discretions of the CII

- (a) All grants and/or renewals of CCS are at the CII's discretion and the decision of the CII on all such matters (including, for the avoidance of doubt, satisfaction of the criteria for CCS set out in the Guidance) shall be final and binding. In connection with the review and assessment of applications for CCS (new or renewal) by reference to these CCS Rules and any review and assessment of the continuation or possible suspension or withdrawal of CCS, the CII shall have the following rights, powers and discretions ("Powers and Discretions"):
  - i. to recognise the Appropriate Management Team of a specialist Division of an organisation whose principal business is not financial planning, insurance broking or insurance as being subject to the same requirements as the Board of a Company or the partners in a partnership;
  - ii. in relation to the award of CCS to a specialist Division, to make the grant of CCS subject to such restrictions and conditions as it may specify, including (without limitation) restricting the use of the CCS marks, signs, Trade Marks and collective marks to the letterhead, documents and publicity materials of that specialist Division only;
  - iii. to recognise Chartered titles from other awarding bodies as being comparable to the CII's individual Chartered title, providing the title held is directly relevant to the individual's principal area of work and the awarding Chartered body has a Code of Ethics comparable to that of the CII;

- iv. to validate and check for accuracy any declarations made by the CCS Entity or its Responsible Member (in its application or otherwise) in order to ensure compliance with the requirements set out in paragraph 5 (including, without limitation, making requests for additional supporting information and carrying out personal visits to the CCS Entity's premises); and
- v. to withhold, suspend or withdraw CCS where the CII determines that to do so is appropriate and/or necessary for the protection of the reputation and integrity of the CII, PFS, their members and/or the holders of CCS or otherwise brings the profession into disrepute, including (without limitation) where the relevant CCS Entity or any member of its staff (whether individual members of the CII or not) are subject to sanction or investigation under the disciplinary rules of the CII or any other relevant professional, statutory or regulatory body or authority.

- (b) The CII shall have discretion as to these CCS Rules and their application to CCS Entities in any given circumstances. The CII may, at its absolute discretion, override and/or make exceptions to these CCS Rules, including but not limited to circumstances where the CII considers that it is appropriate and/or necessary for the protection of the reputation and integrity of the CII or the PFS, their members and/or the holders of CCS.
- (c) The “Powers and Discretions” shall be exercised and administered by the Legal & Secretariat Department of the CII or such other department (the “Responsible Department”) as may be determined from time to time by the CII Board. Each CCS Entity acknowledges and agrees that the decisions of the Responsible Department as to the exercise by the CII of its Powers and Discretions under these CCS Rules shall be final and binding, subject only to any determination to the contrary resulting from an internal review of such exercise in accordance with paragraph 10(d) and notified in writing to the relevant CCS Entity.
- (d) An CCS Entity which is dissatisfied with the exercise of Powers and Discretions by the Responsible Department in relation to that CCS Entity may request an internal review of such exercise by the Company Secretary of the CII. If, following a review by the Company Secretary, the relevant CCS Entity remains dissatisfied with the exercise of Powers & Discretions in relation to that CCS Entity, it may request an internal review of such exercise by the CCS Supervisory Board. The exercise of Powers and Discretions by the Responsible Department shall be and remain valid and binding unless and until otherwise determined in writing by the Company Secretary or CCS Supervisory Board (as the case may be).

All requests in accordance with this paragraph 10(d) for a review of the exercise of Powers & Discretions shall be in writing and must be notified to the Responsible Department within 30 days of the exercise of the relevant Powers and Discretions (or, in the case of a request for a review by the CCS Supervisory Board, 30 days of notification of the outcome of the Company Secretary’s review). No late requests shall be permitted. In the case of a review by the CCS Supervisory Board only, the relevant CCS Entity may make written submissions not exceeding 2,000 words (or such higher limit as the Chair of the CCS Supervisory Board shall approve in writing) which shall be circulated to all members of the Supervisory Board for their consideration (no other representations (verbal or written) will be permitted). The CII may, at its sole discretion, decline a request to carry out any review of the exercise of Powers and Discretions where it considers such request to be frivolous or vexatious.

- (e) Unless otherwise determined by the CII Board, the CCS Supervisory Board shall comprise not less than five members, be chaired by a lay member of the CII Professional Standards Board, with other lay members selected from the CII Board and from amongst the current and past Presidents of the CII.

## 11. Sanctions

Without prejudice to the rights of the CII pursuant to paragraph 12 (Termination):

- (a) Where the CII has reason to believe or suspect non-compliance by an CCS Entity with these CCS Rules, the CII may, at its absolute discretion:
  - i. suspend CCS for a stated or undetermined period to allow relevant investigations or for any other purpose;
  - ii. suspend CCS benefits (e.g. participation in adviser search facilities) for a stated or undetermined period;
  - iii. suspend permission to use the CII’s marks, signs, Trade Marks and collective marks pursuant to the Licence for a stated or undetermined period; and
  - iv. impose such conditions or restrictions in relation to CCS as it thinks fit.
- (b) Where the CII determines that there has been non-compliance by an CCS Entity with these CCS Rules, the CII may, at its absolute discretion:
  - i. withdraw CCS;
  - ii. withdraw all CCS benefits;
  - iii. withdraw permission to use the CII’s marks, signs, Trade Marks and collective marks pursuant to the Licence; and
  - iv. impose such conditions or restrictions in relation to future applications for CCS as it thinks fit.

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- (c) Where the CII determines, at its absolute discretion, that it is appropriate and/or necessary for the protection of the reputation and integrity of the CII, the PFS, their members and/or the holders of CCS, including where the relevant CCS Entity or any member of its staff are subject to sanction or investigation under the disciplinary rules of the CII or any other relevant professional, statutory or regulatory body or authority, the CII may impose any of the sanctions referred to in paragraphs (a) and (b) opposite.
- (d) The CII reserves the right to publicly announce its decisions and determinations in the event that any sanction referred to in paragraphs (a), (b) or (c) opposite are imposed on an CCS Entity.

## 12. Termination

- (a) Without limiting its other rights or remedies, the CII may terminate and withdraw CCS with immediate effect by giving written notice if:
  - i. the CCS Entity suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - ii. the CCS Entity commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the CCS Entity);
  - iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the CCS Entity other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the CCS Entity;
  - iv. a creditor or encumbrancer of the CCS Entity attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - v. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the CCS Entity;
  - vi. a floating charge holder over the assets of the CCS Entity has become entitled to appoint or has appointed an administrative receiver;
  - vii. a person becomes entitled to appoint a receiver over the assets of the CCS Entity or a receiver is appointed over the assets of the CCS Entity;
  - viii. any event occurs or proceeding is taken with respect to the CCS Entity in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in subparagraphs i. to vii. (inclusive) above;
  - ix. the CCS Entity suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - x. the CCS Entity seeks formally to challenge the registration or validity of any of the CII's marks, signs, Trade Marks and collective marks, including without limitation those referred to in these CCS Rules;
  - xi. the CCS Entity is under investigation, sanction or threat of disbaring by the instruments of governmental or other competent authorities in existence in respect of the services of Financial Planners or Insurance Brokers or Insurers (including without limitation the Financial Conduct Authority and Prudential Regulation Authority or any equivalent of them); or
  - xii. the CCS Entity breaches the terms of these CCS Rules.

- (b) Upon termination of CCS in accordance with this paragraph 12 or otherwise:
  - i. the Licence shall immediately be deemed revoked;
  - ii. the provisions of paragraphs 9(g), 9(h), 11, 12, 13, 14 and 21 shall survive termination of CCS; and
  - iii. the CCS Entity shall deliver up to the CII or otherwise dispose of or destroy at the sole discretion of the CII all packaging, containers or other items bearing the Trade Marks and all advertising, promotional, business and other documents and materials in whatever medium, including without limitation the internet which make use of such signs and marks.
- (c) Without limiting its other rights or remedies, the CII may terminate CCS with immediate effect by giving written notice to the CCS Entity if the CCS Entity fails to pay any amount due under these CCS Rules.
- (d) The CII shall have the right to terminate the CCS of an CCS Entity by giving three months' written notice (or such shorter period as may be agreed with the CCS Entity). For the avoidance of doubt, the provisions of this paragraph 12(d) are without prejudice to the right of the CII to terminate CCS in accordance with paragraphs 11 and/or 12.
- (e) An CCS Entity may withdraw from and end its CCS at any time on giving written notice to the CII. For the avoidance of doubt, no refund of fees shall be payable.

### 13. Indemnities

- (a) Each CCS Entity shall observe and comply with all applicable laws, enactments, regulations, codes of practice and similar instruments of governmental or other competent authorities from time to time in force in respect of the services they provide (including without limitation the Financial Conduct Authority Handbook and Prudential Regulation Authority Handbook or their equivalent relating to delivery of those services and the Bribery Act 2010) and shall at all times be solely liable and responsible for observance of and compliance with them.
- (b) Each CCS Entity shall at all times (notwithstanding any suspension or termination of CCS) be liable for, indemnify and hold harmless the CII (together with its officers, servants and agents) against, any and all losses, damages, costs, liabilities, third party and legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the CII arising out of the performance or non-performance by that CCS Entity of its obligations pursuant to these CCS Rules (including any third party claim against the CII relating to the CII marks, signs, Trade Marks and collective marks referred to in these CCS Rules and the CCS Entity's use thereof) or resulting from any and all liability claims arising from the services the CCS Entity provides.

### 14. Limitation of liability

- (a) Nothing in these CCS Rules shall limit or exclude the CII's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- (b) Subject to paragraph 14(a):
  - i. the CII shall not be liable to an CCS Entity, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with CCS or these CCS Rules; and
  - ii. the CII's total liability to an CCS Entity in respect of all other losses arising under or in connection with CCS and these CCS Rules, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the annual fee for CCS then applicable to the relevant CCS Entity (provided that, where an CCS Entity is in default of any fee payment obligations under these CCS Rules, the liability of the CII shall be reduced by the amount of any such default).
- (c) Except as set out in these CCS Rules, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

## 15. Notices

- (a) Any notice or other communication required to be given under or in connection with these CCS Rules shall be in writing and shall be delivered personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to the registered office or principal place of business of the party to be notified, sent by fax to the other party's main fax number or sent by email to the email address of the CCS Entity provided to the CII for this purpose.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 10.00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next business day after transmission.
- (c) This paragraph 15 shall not apply to the service of any proceedings or other documents in any legal action.

## 16. Entire agreement

These CCS Rules (together with the other documents referred to herein) constitute the whole agreement between the CII and the Entity regarding CCS and supersede all previous understandings or agreements between them regarding the same.

## 17. Variation

The CII may from time to time, at its absolute discretion, amend or vary these CCS Rules and/or Guidance by publishing such amended or varied CCS Rules and/or Guidance on the CII's website. Any such amended or varied CCS Rules and/or Guidance shall take effect immediately upon publication on the CII's website.

## 18. Non-assignment

The grant of CCS shall be personal to the CCS Entity. No assignment or transfer of CCS (or any rights or benefits under these CCS Rules) is permitted.

## 19. Non-waiver

No failure or delay by the CII in exercising or pursuing any claim right or remedy arising under these CCS Rules or from any breach by an CCS Entity of any of its obligations under these CCS Rules shall operate or be construed as a waiver thereof, nor shall the rights and remedies of the CII under these CCS Rules be in any way extinguished or diminished by the granting of any indulgence, forbearance or extension of time and a single or partial exercise by the CII of any right or remedy shall not prevent any further or other exercise or the exercise of any other right or remedy.

## 20. Third party rights

The Contract (Rights of Third Parties) Act 1999 shall not apply to these CCS Rules. No persons other than the CII and CCS Entities shall have any rights (under the Contract (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these CCS Rules.

## 21. Governing law and jurisdiction

- (a) These CCS Rules and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.
- (b) The CII and the CCS Entity 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 CCS or these CCS Rules.



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