

#### **MEMBERSHIP TERMS AND CONDITIONS**

These terms and conditions of membership of the Institution of Engineering and Technology (the "**Terms**") are made pursuant to the Bye-laws and are effective from 15 September 2025.

### 1 Definitions and Interpretation

- 1.1 In these Terms, references to "**the IET**", "**we**", "**us**" or "**our**" mean the Institution of Engineering and Technology (charity number 211014 (England and Wales); SC038698 (Scotland)) and may include any and all of the IET's subsidiaries, affiliates, partners, licensees, and/or any other connected entities.
- 1.2 Definitions used in the Bye-laws shall apply to these Terms.
- 1.3 If you have any questions about these Terms, please contact a member of the Engagement and Growth team:
- 1.3.1 Address: The Institution of Engineering and Technology, Futures Place, Kings Way, Stevenage, Hertfordshire, SG1 2UA, United Kingdom.
- 1.3.2 Email: membership@theiet.org
- 1.3.3 Telephone: +44 (0)1438 765678
- 1.4 References to the "**IET's website**" throughout these Terms means the website at www.theiet.org.

# 2 Application for Membership

- 2.1 Please read these Terms carefully before applying to become a member of the IET. Your attention is particularly drawn to the limitations and exclusions of liability set out in clause 13.
- 2.2 In consideration of us accepting your application to become a member and enabling you to access the IET membership services and benefits (the "Services"), you agree to:
- 2.2.1 be bound by these Terms along with the Royal Charter, Bye-laws, Regulations (including without limitation the Conduct Regulations (also known as the "Rules of Conduct") and the Disciplinary Regulations) and all other relevant regulations approved by the IET Board of Trustees from time to time (the "Rules and Regulations"). A copy of the Rules and Regulations can be found on the IET's website.
- 2.2.2 advance the objects of the IET (as set out in clause 3 of the Royal Charter).
- 2.3 You can apply for membership by one of the following methods:
- 2.3.1 Completing and submitting the applicable online application form.
- 2.3.2 Completing and returning by email (to <u>join@theiet.org</u>) the applicable digital application form.

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- 2.3.3 Completing and returning by post the applicable paper application form.
- 2.3.4 Calling the membership team and providing the relevant information over the telephone.
- 2.4 When you click to submit your application form online, or you email, post or telephone us with details of your application to be a member, you are making an offer to subscribe to the Services in accordance with these Terms.
- 2.5 Our acceptance of your offer will take place once:
- 2.5.1 for those individuals applying for the Student, Associate or Member (either MIET or TMIET) category of membership: payment of the Membership Fee (as defined in clause 9.1) has been received in full by us;
- 2.5.2 for those individuals applying for the Fellow category of membership (where they are not already an IET member): once the application has been approved by the Fellow Assessment Panel and payment of the Membership Fee (as defined in clause 9.1) has been received in full by us;
- 2.5.3 our internal checks have been completed to our reasonable satisfaction; and
- 2.5.4 we confirm in writing (usually by email to the email address specified in your application form) our acceptance of your application to be a member,
  - at which point a contract will come into existence on these Terms between you and the IET (whether or not you have specifically signed these Terms) (the "Commencement Date"). Please note that acknowledgement by us that your application form has been received and is being processed should not be treated as confirmation that the contract between you and the IET has yet formed.
- 2.6 You acknowledge and agree that you meet the criteria for being a member of the IET (see clause 6 below) and that you do not have any unspent criminal convictions (other than for traffic offences), you are not an undischarged bankrupt, you are not disqualified (by court order or voluntary undertaking) or prohibited by law from being a director of any company or trustee of any charity, and you undertake to inform us without delay if this position ever changes.
- 2.7 If we accept your application to be a member, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership (by cancelling the contract) or to transfer your membership to a different category with immediate effect, without the right of appeal.
- 2.8 We reserve the right to refuse any application at our complete discretion. If we refuse your application, we will inform you of our decision as soon as reasonably practicable. Please refer to the Bye-laws for further information about the appeal process where a membership application (for the category of Fellow only) has been refused.

### 3 Cooling Off Period

3.1 We offer a 14 days' cooling off period for new members, effective from the Commencement Date ("Cooling Off Period"). During this Cooling Off Period, you will

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be allowed to change your mind and cancel your membership. If you wish to cancel your membership, we must receive notification from you within the Cooling Off Period in writing, by telephone or by email (see contact details in clause 1.3). Please include your name, address and membership number in your notification, and if the notice is in writing, your signature and the date.

- 3.2 In the event of you exercising your rights during the Cooling Off Period, where you have been issued with a welcome pack and/or any other documentation or benefits, they must be returned to us within 7 days of the date you cancel your membership, in the same condition as they were received.
- 3.3 You will be liable for the cost of postage and packing applicable to the return of the items referenced in clause 3.2.

#### 4 Duration of Membership and Renewal of Membership

- 4.1 Membership is for a period of 12 months ("Subscription Period").
- 4.2 Subject to any early cancellation or termination rights in accordance with these Terms, your Subscription Period will start on the Commencement Date, unless otherwise stated in writing by us.
- 4.3 Prior to the end of your Subscription Period, we will send you reminders that your membership with the IET is due for renewal on the anniversary of the Commencement Date (the "Renewal Date"). Those reminders will specify the amount of the Membership Fee (and, if you are a registered member, the applicable Engineering Council annual fee and/or Chartered Manager annual fee) due on renewal.
- 4.4 If you have set up a Direct Debit payment in respect of your Membership Fee (and, where applicable, any Engineering Council annual fee and/or Chartered Manager annual fee), and you would like to cease to be a member at the end of your Subscription Period, then you should notify us that you no longer wish to be a member and cancel your Direct Debit payment directly with your bank/building society. If you fail to do so, and you continue to pay us in accordance with these Terms, you agree that we may treat this payment as a payment to renew your membership for a further Subscription Period.
- 4.5 The Membership Fee is paid in full at the start of each Subscription Period and therefore to renew your membership you will need to pay a new Membership Fee on or before the Renewal Date, otherwise your membership will lapse.
- 4.6 If your membership lapses at the end of the Subscription Period, or you have resigned your membership during the Subscription Period in accordance with clause 16.1, and then you notify us in writing within nine months of you ceasing to be a member of the IET (ie the Renewal Date or resignation date, as applicable) that you would like to be readmitted as a member, then you may be readmitted, subject to you being eligible and paying the applicable Membership Fee. If you were a registered member at the Renewal Date or resignation date (as applicable), you are not required to provide new continuing professional development ("CPD") evidence prior to being readmitted as a member (subject to your CPD being up to date prior to the Renewal Date or resignation date, as applicable), but you must also pay the applicable Engineering Council annual fee in order to maintain your registered status. The commencement of your

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Subscription Period will be backdated to the last Renewal Date or resignation date (as applicable). You must quote your full name and/or membership number and provide details of a remittance advice with any application for renewal.

- 4.7 If your membership lapses at the end of the Subscription Period, or you have resigned your membership during the Subscription Period in accordance with clause 16.1, and then you notify us in writing after nine months but within three years of you ceasing to be a member of the IET that you would like to be readmitted as a member, then you may be readmitted, subject to you being eligible and paying the applicable Membership Fee. If you were a registered member, you are required to provide new CPD evidence demonstrating that your CPD is up to date and you must also pay the applicable Engineering Council annual fee(s) (which may be backdated) in order to maintain your registered status. The commencement of your Subscription Period will be reset from the date you are readmitted as a member (the "Readmission Date") and your Membership Fee will be calculated from the Readmission Date. You must quote your full name and/or membership number and provide details of a remittance advice with any application for renewal.
- 4.8 If your membership has lapsed for more than three years after the end of the Subscription Period, or more than three years have passed since you resigned your membership in accordance with clause 16.1, you will need to make a fresh application to become a member in accordance with clause 2. If you were a registered member, you will also need to make a fresh application for professional registration with the Engineering Council.
- 4.9 In renewing your membership by making payment of the applicable Membership Fee, and, if you are a registered member, payment of the applicable Engineering Council annual fee and/or Chartered Manager annual fee (to maintain registered status), you reconfirm:
- 4.9.1 your acceptance of and continued compliance with these Terms, including (without limitation) the Rules and Regulations; and
- 4.9.2 your continued commitment to advancing the objects of the IET (as set out in clause 3 of the Royal Charter).

### 5 Conditions of Membership

- 5.1 These Terms along with the Rules and Regulations set out your obligations to the IET and to the other members.
- 5.2 If there is any conflict or ambiguity between any of the provisions in the main body of these Terms and the Rules and Regulations, such conflict or inconsistency shall be resolved according to the following order of priority:
- 5.2.1 the Royal Charter;
- 5.2.2 the Bye-laws;
- 5.2.3 the Regulations; and
- 5.2.4 these Terms.

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- 5.3 We may update these Terms and/or the Rules and Regulations at any time. Where feasible, we will inform you of any such changes via email and/or post in accordance with clause 5.6, or via Member News.
- 5.4 You shall at all times whilst you are a member of the IET:
- 5.4.1 comply with these Terms, the Rules and Regulations and the CPD Policy (to the extent that such policy applies to your category of membership), as well as any other policies issued by the IET and notified to members from time to time;
- 5.4.2 uphold any additional guidance issued by the IET;
- comply with any requirements of the Engineering Council (as applicable to your professional registration status);
- maintain your skills and knowledge, and comply with the CPD expectations set by the Board pursuant to the Bye-laws (including responding to requests from us to provide evidence of your CPD within required timeframes) and as otherwise advised by the IET: and
- 5.4.5 keep us informed of any change in your personal details or professional status. Current information on your member details can be accessed by logging in to your personal online MyIET profile (myiet.theiet.org).
- 5.5 Failure to comply with the above conditions shall be dealt with in accordance with the relevant provisions of the Rules and Regulations, and may lead to suspension of your membership, expulsion from the IET or termination of your membership by the IET in accordance with clause 16 below.
- 5.6 Updates, notices and membership information will be sent via email unless you specify that you would prefer us to communicate with you by post. We will also send a membership renewal reminder via text message before your Renewal Date. Communications will be sent to you at the email or postal address, and mobile telephone number, specified in your application form, as updated by you in accordance with clause 5.4.5. We accept no responsibility or liability if you do not update the details specified in your application form with your current email address and/or postal address and/or mobile telephone number.
- 5.7 You can unsubscribe from marketing emails at any time using the link included in the emails we send you, and you can also change your email preferences by logging into your MyIET account and editing your preferences. Even if you opt out from marketing emails, we may continue to send you very limited communications in connection with the administration of your membership.
- 5.8 If you chose not to provide an email address, the only communications you will receive from us will be those very limited communications which we send by post, including the welcome pack and a postal reminder about your membership renewal, and text message.
- 5.9 Unless otherwise expressly stated in these Terms, all notices from you to us should be sent by post to the address set out in clause 1.3.1, or sent by email to the email address set out in clause 1.3.2.

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5.10 You may not transfer your membership to, or share your access to any Services with, or share your MyIET login details with, any other individual (regardless of whether that individual may be based in the same organisation as you).

# 6 Categories of Membership

- 6.1 Details (including eligibility criteria) for each membership category can be found on the IET's website. In brief, the different membership categories are set out below (all subject to the relevant eligibility criteria):
- 6.1.1 Honorary Fellow (HonFIET). Persons distinguished by their work in any engineering discipline falling within the objects and purposes of the IET or distinguished persons whom the IET desires to honour for services rendered to the IET or whose association is of benefit to the IET. Honorary Fellows are elected by the IET Board of Trustees.
- 6.1.2 Fellow (FIET). Prestigious IET membership level awarded only to individuals who, as well as having met the criteria for admission to the category of Member, have also demonstrated significant individual responsibility, sustained achievement and professionalism in areas relevant to the interests of the IET, to a level required by the IET Board of Trustees.
- 6.1.3 Member (MIET or TMIET). Available to persons working in the engineering and/or technology sectors, and who have achieved a standard of knowledge, understanding and experience as required by the IET Board of Trustees.
- 6.1.4 Associate. Available to persons working in a field related to engineering and/or technology, or who have an interest in engineering and/or technology, and value involvement with the IET, but do not meet the requirements for admission to the category of Member.
- 6.1.5 Student. Available to students studying a relevant science, technology, engineering or mathematics (STEM) qualification and apprentices studying in the engineering and/or technology sectors from the age of 16.
- 6.2 The IET reserves the right to admit you to the most appropriate category of membership in accordance with the eligibility criteria, notwithstanding that you have applied for a different category of membership. For example, you might have applied for the category of Member, but be admitted to the category of Associate.
- 6.3 Some members may qualify for professional registration with the Engineering Council or other bodies, subject to the member meeting the relevant criteria. Further details can be found on the IET's website.
- 6.4 We will issue you, subject to payment by you of the applicable fee, with:
- 6.4.1 a certificate if you hold membership in the category of Member, Fellow or Honorary Fellow showing the relevant category to which you have been admitted/elected;
- 6.4.2 a diploma if you have been awarded professional registration with the Engineering Council, stating the title that you are entitled to use.

Should you require a replacement certificate or diploma, we may charge you a further

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fee.

- 6.5 The certificate and diploma shall remain the property of the IET and shall be returned to us on demand.
- 6.6 For the avoidance of doubt, we will not issue you a certificate if you hold membership in the category of Student or Associate.
- 6.7 If: (i) you joined the IET prior to 31 March 2006 when it was known as "The Institution of Electrical Engineers" or "IEE"; (ii) you held membership in the category of Member, Fellow or Honorary Fellow; and (iii) you have not changed membership category, you may continue to use the applicable IEE designatory letters (MIEE, FIEE, HonFIEE) instead of (but not as well as) the IET designatory letters. However, if your membership lapses, or you resign your membership, and you are then readmitted to the IET, you cannot use the legacy IEE designatory letters and must instead use the IET designatory letters.

# 7 Transfer Between Categories

- 7.1 A member may apply to transfer or upgrade their membership category to Technician Member (TMIET), Member (MIET) or Fellow (FIET) at any time during their Subscription Period as long as they meet the eligibility criteria for the membership category applied for and have complied with any relevant requirements of the IET as set out on the IET's website (which, in the case of an application for Fellow, includes payment of the relevant non-refundable application fee).
- 7.2 If you hold membership in the category of Student, you shall automatically be transferred to the category of Associate when your course ends.
- 7.3 We may (at our discretion) require you to transfer your membership to a different category if you no longer meet the eligibility criteria for a particular category of membership.
- 7.4 Where your membership category is changed (for any reason), you will not be entitled to any refund of your Membership Fee.
- 7.5 Where your application for Fellow is unsuccessful:
- 7.5.1 the application fee will not be refunded under any circumstances;
- 7.5.2 you may appeal against the decision, subject to payment of the appeal fee. The appeal fee will be returned to you in the event that the appeal is successful, otherwise it is non-refundable.

# 8 Membership Benefits

- 8.1 Subject always to these Terms, the details of the current member benefits referred to as part of the Services ("**Membership Benefits**") are set out on the IET's website.
- 8.2 Use of any Membership Benefits are strictly limited to members only.
- 8.3 We may change and/or withdraw any and all Membership Benefits that apply to your

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membership at any time. We will provide you with 30 days' notice in advance of any changes to the Membership Benefits which we consider will materially disadvantage you, or materially impact on the particular category of membership held by you.

8.4 Specific terms and conditions may apply to individual Membership Benefits. Where that is the case, you will be asked to accept those terms and conditions prior to subscribing for, or purchasing that, particular Membership Benefit.

## 9 Membership Fee and Other Fees

- 9.1 The fee for membership consists of an annual subscription fee (the "Membership Fee"), which must be paid to us annually in advance. Please refer to the IET's website for details of the Membership Fee for each category of membership (standard fee) and professional registration status (IET qualified and registered member fee), the reduced fee (available in special circumstances), the payment terms and the ways in which payment can be made.
- 9.2 If you are registered with the Engineering Council, you need to pay the applicable Membership Fee plus the Engineering Council annual fee. If you are a registered Chartered Manager, you need to pay the applicable Membership Fee plus the Chartered Manager annual fee. Please refer to the IET's website for details of these fees (including reduced fees).
- 9.3 The Membership Fee, as well as the Engineering Council annual fee and Chartered Manager annual fee is fixed during the term of a Subscription Period.
- 9.4 The Membership Fee, as well as the Engineering Council annual fee and Chartered Manager annual fee, will be updated annually and you will be notified in advance of any increases when you are sent your renewal notice. These fee updates will also be published on the IET's website.
- 9.5 The Membership Fee and any payment terms that are displayed on the IET's website will prevail in relation to applications for membership (howsoever made) and membership renewals.
- 9.6 The IET has the right to request proof of eligibility with regards to any claim you submit for payment of a reduced Membership Fee and/or Engineering Council annual fee and/or Chartered Manager annual fee.
- 9.7 If we discover an error in the Membership Fee charged, we will inform you as soon as is reasonably possible. If there is an underpayment, we will invoice you and you must promptly pay the balance.
- 9.8 The Membership Fee, the Engineering Council annual fee and Chartered Manager annual fee are expressed exclusive of any VAT payable unless otherwise stated.

#### 10 Refunds

10.1 A refund for any overpayment of the Membership Fee or other amounts owed to the IET from you above £5 (or its equivalent value in another currency) will be made automatically within 28 days of the payment being processed.

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- 10.2 A refund for any overpayment below £5 (or its equivalent value in another currency) will be made if requested by you within 14 days of the overpayment being processed. A refund will not be repaid automatically due to the disproportionate processing costs and will be treated as a donation to the IEE Benefactors Trust Fund.
- 10.3 A refund will be paid if the death of a member occurs within three calendar months of the Renewal Date. The amount of the refund will be the full amount paid. Claims for a refund can be made up to a maximum period of twelve months from the Renewal Date. If the original payment was made by Direct Debit or credit/debit card, then the refund will be made to the bank account/card from which payment was made. For other payment methods and instances where the bank account/card has been closed, then a cheque will be issued and made payable to the estate of the deceased member. To make a payment via a method other than those described above, we require an original copy of the Grant of Representation by which the executor/administrator was appointed. Account details into which the refund should be repaid must also be provided.

## 11 Central Payment Scheme

- 11.1 The IET operates a scheme to facilitate the payment of the Membership Fees (and Engineering Council annual fees and/or Chartered Manager annual fees) by employers on behalf their employees who are IET members ("Central Payment Scheme").
- 11.2 If: (i) your employer is a member of the Central Payment Scheme; ii) your employer has agreed with you to pay your Membership Fee and (if applicable) Engineering Council annual fee and/or Chartered Manager annual fee; and iii) your employer has confirmed that agreement to us, we may alter your Renewal Date so as to align with the payment date we have agreed with your employer under the Central Payment Scheme.
- 11.3 Even if you are part of your employer's Central Payment Scheme:
- 11.3.1 should your employer fail to pay your Membership Fee and (if applicable) Engineering Council annual fee and/or Chartered Manager annual fee, you remain liable to make such payment to us in order to maintain your IET membership and (if applicable) professional registration status.
- 11.3.2 you remain bound by these Terms and the Rules and Regulations at all times.
- 11.4 Should your employer leave the Central Payment Scheme, or should you leave their employment, we will communicate with you with regards to your membership renewal. Should you have any questions regarding the Central Payment Scheme, please contact us (see contact details in clause 1.3) to discuss.

### 12 Continuing Professional Development

- 12.1 You agree that you will meet the requirements of the IET in respect of CPD as set out in the Rules and Regulations from time to time.
- 12.2 You agree to update us with regards to your annual CPD undertaking, and respond promptly (and within the required timeframes we set) to any queries or communications that we send to your registered contact details.

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12.3 Failure to respond to any queries or communications from us about your CPD may result in the termination of your membership. A failure to comply with the IET's requirements regarding CPD will be dealt with in accordance with the Bye-laws and may lead to termination of your membership in accordance with clause 16.6 below.

# 13 Liability

- 13.1 You agree that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity arising out of, or in connection with, your membership of the IET.
- 13.2 We are not responsible for:
- 13.2.1 any loss or damage that is not foreseeable;
- 13.2.2 any loss or damage arising from, or in connection with, your use of Membership Benefits which are provided by an external provider / third party other than the IET (provided that the loss or damage is not a result of a breach of these Terms by us);
- 13.2.3 you misusing the IET's website or any part of the Services in any way (including you undertaking any inappropriate, unlawful or immoral activity and/or any activity which could harm the IET and/or bring the IET's reputation, or that of its members, officers or employees, into disrepute); or
- 13.2.4 us or other IET members acting on materials or communications which purport to have been made by, or on behalf of, you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds their authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.
- 13.3 Nothing in these Terms shall exclude or limit any person's liability where it would be unlawful to do so. This includes liability for death or personal injury caused by a person's negligence, or any person's liability for fraud.
- 13.4 Except as specified in these Terms, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.
- 13.5 Subject to clauses 13.1 to 13.4 (inclusive), our total liability to you in aggregate, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of one claim or series of claims under or in connection with the Services or your membership with the IET, shall be limited to the value of your Membership Fee (excluding any third party fees (eg any Engineering Council annual fee, Chartered Manager annual fee, or similar)).
- 13.6 The provisions of this clause 13 shall survive the termination or expiry of these Terms, however arising.
- 13.7 Except where otherwise expressly stated in these Terms, all remedies available to either party for breach of these Terms are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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13.8 These Terms do not and shall not affect your statutory rights as a consumer, as applicable.

# 14 Intellectual Property Rights

- 14.1 For so long as you are a member, subject always to your compliance with these Terms, you may state on your business cards, stationery, website, publicity and marketing materials that you are a member of the IET in a specific category (including displaying any post nominal designations awarded by the IET), but you must not without our prior written consent:
- 14.1.1 use the IET logo or any other IET branding (the "Marks");
- 14.1.2 imply in any way that you are employed or engaged or endorsed by the IET (unless this is the case);
- 14.1.3 imply in any way that you are acting on behalf of, or with authority from, the IET (unless this is the case); or
- 14.1.4 hold yourself out as having membership in a different category from that you actually hold at the time of publishing such materials (and continue to hold for as long as the materials are published).
  - If you obtain our permission, you must exercise it in accordance with our reasonable instructions and our brand guidelines (as updated from time to time), and in a way that is fair, reasonable and lawful and does not suggest any form of association, approval, endorsement or authority on our part where none exists. We reserve the right to withdraw any permission given pursuant to this clause at any time.
- 14.2 You must not do, or omit to do, any act that will or may weaken, damage or be detrimental to the Marks or the reputation or goodwill associated with the Marks or with the IET, or that may invalidate or jeopardise any registration of the Marks. All goodwill derived from your use of the Marks in accordance with clause 14.1 shall accrue to the IET.
- 14.3 You must not claim to represent publicly the views of the IET, or to claim its support, without our prior written consent. You must not hold out or represent that your main place of business, correspondence address or registered business address is at any IET address save as specifically authorised in writing by us.
- 14.4 The copyright and all other intellectual property rights in all information, text, imagery, content and materials made available to you in connection with your membership and/or via the IET's website (the "Materials") belong to the IET and its licensors. Materials may be used for personal use only and not for commercial use. You agree to abide by all reasonable instructions and restrictions imposed by us from time to time in respect of your use of the Materials. Links to third party websites are provided for the convenience of our members only and we are not responsible in any way for, and have no liability in respect of, the content or operation of such websites or the associated organisations. You are responsible for taking any security measures necessary when using the IET's website (for example, by keeping your login details secure).

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- 14.5 Save insofar as our press releases may be used in press articles, you are not authorised to:
- 14.5.1 copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Materials without our prior written consent;
- 14.5.2 use the Materials for any purpose other than for that which they are intended;
- 14.5.3 remove any copyright or other IET notice on the Materials; or
- 14.5.4 modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the IET's website.
- 14.6 We make no warranties or representations as to the accuracy, timeliness, performance, completeness or suitability of the Materials for any particular purpose. You acknowledge that such Materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. You should independently verify any information before relying on it. Any communications made by any member or non-member of the IET on the IET's website or in any other form of media or forum (including any verbal, written and non-verbal communications) is the view of that individual alone and not of the IET.
- 14.7 A failure to comply with this clause14 shall constitute a material breach of these Terms and we reserve the right to terminate your membership in accordance with clause 16. In such circumstances, you will not be entitled to a refund of any kind.

#### 15 Data Protection

15.1 By agreeing to these Terms, you acknowledge that we will collect and process your personal data as necessary for our performance of these Terms and the Services on the basis set out in our Privacy Statement and available on the IET's website (<a href="https://www.theiet.org/help/privacy/">https://www.theiet.org/help/privacy/</a>).

#### 16 Cancellation and Termination of Membership

- 16.1 You may cancel your membership at any time by sending notice of your resignation in writing to the Chief Executive and Secretary of the IET (by post, to the address set out in clause 1.3.1; by email, to the email address set out in clause 1.3.2), who may accept your resignation subject to payment of all Membership Fee(s) and (if applicable) Engineering Council annual fee(s) and/or Chartered Manager annual fee(s) due from you as at the date of resignation.
- 16.2 You agree that save for cancellations occurring within the Cooling Off Period, there will be no refund due to you of your Membership Fee, and (if applicable) Engineering Council annual fee and/or Chartered Manager annual fee, or any other costs, if you cancel your membership prior to the end of the Subscription Period.
- 16.3 If you hold professional registration with the Engineering Council and you cancel your membership part way through a Subscription Period, the provisions in clauses 4.6, 4.7 and 4.8 will equally apply.
- 16.4 You agree that we may pursue the disciplinary process under the Disciplinary

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Regulations in connection with any complaint against you received by us while you are a member notwithstanding that your membership subsequently comes to an end (however that occurs). This means that if you cancel or resign your membership under clause 16.1, or it lapses through non-payment of the Membership Fee, at a time after a complaint of improper conduct against you has been received by the IET, you agree that you will be deemed to remain in membership solely for the purpose of dealing with that allegation in accordance with the Rules and Regulations.

- 16.5 Any member who was awarded Chartered Electrical Engineer status from the Institution of Electrical Engineers (IEE) and resigns their membership in accordance with clause 16.1, or allows their membership to lapse, will not be entitled to use this title should they be readmitted to the IET.
- 16.6 Without affecting any other rights and remedies which we may have, and without liability to you for any losses which may result, we may completely withdraw your membership with the IET immediately, or suspend your entitlement to any of the Services immediately, if:
- 16.6.1 in our sole opinion, you materially or repeatedly breach any of these Terms, or fail to adhere to the Rules and Regulations;
- 16.6.2 you become bankrupt or insolvent, or bankruptcy and/or insolvency proceedings are instigated against you;
- 16.6.3 you fail to make any payment to the IET on the date on which it falls due and payable in accordance with these Terms and/or within seven days of us reminding you that payment is due;
- 16.6.4 you fail to respond to requests for CPD submissions within the required timeframes;
- 16.6.5 you become ineligible to be a member for any reason;
- 16.6.6 subject to a decision of the IET Board of Trustees under the Bye-laws, you are (in the written opinion of a registered medical practitioner who is treating you) physically or mentally incapable of acting as a member and may remain so for more than three months:
- 16.6.7 you are a person, or are associated with an entity or person, who is subject to UK, EU or USA sanctions, a politically exposed person, or based in a country or regime in which the IET Board of Trustees have reasonably determined that IET will no longer operate; or
- 16.6.8 we are required by any applicable law or regulation (including the Rules and Regulations) and/or a reasonable request from the IET Board of Trustees and/or any committee nominated by the IET Board of Trustees to terminate your membership with us.
- 16.7 If we terminate your membership for any of the reasons set out in clause 16.6 or if you cancel your membership in accordance with clause 16.1, unless otherwise authorised by or on behalf of the IET in writing:
- 16.7.1 your right to the Services shall cease with immediate effect, however your right to use your MyIET account shall continue (unless you are expelled from the IET under the

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- Rules and Regulations, in which case your MyIET account will be deactivated). We may take steps as we consider necessary to restrict your use of any membership only areas of the IET's website and to use the Services:
- 16.7.2 if you hold professional registered status, this status may cease (subject to the requirements of the relevant professional registered body); and
- 16.7.3 you shall not hold yourself out as being a member of the IET and cannot continue to use your designatory letters (MIET, TMIET, FIET, HonFIET).
- 16.8 Termination for whatever reason of these Terms shall not affect:
- 16.8.1 any rights, liabilities or obligations which accrued before such termination (including without limitation the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination);
- 16.8.2 any obligation to payment of the Membership Fee (and, where applicable, Engineering Council annual fee and/or Chartered Manager annual fee); and
- 16.8.3 any of these Terms that are expressly or by implication intended by the IET to continue in force on or after termination of these Terms.
- 16.9 If we need to terminate your membership immediately, or suspend your access to any of the Services, for any of the reasons set out in clause 16.6, we will inform you of our decision to do so as soon as reasonably practicable.

### 17 Feedback and Complaints

- 17.1 We aim to serve our members effectively and fairly and member feedback is important.
- 17.2 In the event of a complaint, please refer to the Complaints Policy (available on the IET's website), which sets out the process to be followed for raising a complaint and how complaints will be handled by us.

#### 18 General

- 18.1 We may update these Terms at any time to reflect changes in or to:
- 18.1.1 the Rules and Regulations;
- 18.1.2 relevant laws and/or regulatory requirements;
- 18.1.3 security, technical and/or operational issues;
- 18.1.4 the operation of the IET's website(s) and/or Services; and/or
- 18.1.5 our business (in furtherance of our charitable objectives).
- 18.2 If we update these Terms, we will post a revised version of the Terms, and a summary of the changes, on the IET's website. We may also email you with information on those changes.

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- 18.3 You agree that we may transfer our rights under these Terms to any charity, company, firm or person provided that your membership will not be adversely affected as a result of such transfer. Where required, we will contact you in advance of such transfer.
- 18.4 Any failure or delay by us to action a breach by you of these Terms shall not constitute a waiver of any rights and remedies we have in respect of such breach. For example (without limitation), if you miss a payment and we do not chase you, but continue to provide the Services, we can still require you to make the payment at a later date.
- 18.5 These Terms govern the relationship between you and us. No other person shall have any rights to enforce any of the Terms.
- 18.6 Each of the paragraphs of these Terms operates separately. If a court finds any part of these Terms is illegal, the rest will continue in full force and effect.

## 19 Force Majeure

- 19.1 We shall not be in breach of these Terms or otherwise liable in case of delay or non-performance of our obligations or the Services by reasons, events or circumstances beyond our reasonable control ("Force Majeure") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, pandemic, epidemic, volcanic ash, earthquake, military coup, armed conflict, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.
- 19.2 In case of a Force Majeure event, we have the sole discretion to continue, suspend or terminate memberships with immediate effect.

# 20 Jurisdiction and Applicable Law

- 20.1 These Terms shall be interpreted in accordance with the laws of England and Wales.
- 20.2 We recognise that if you are a consumer and resident of any European Union country, you will benefit from any mandatory provisions of, and legal rights available to you under, the laws of that country. Nothing in these Terms affects your rights as a consumer to rely on these local law mandatory provisions and legal rights.
- 20.3 While we will do our best to resolve any disputes over these Terms in accordance with the Complaints Policy and the process set out therein, you and we agree that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or the formation or subject matter of the contract between you and us will be brought by you against us in the courts of England and Wales or by us against you in the courts of the country of the address that you provide as your contact address. You and we also agree that if you have not provided us with an address within a jurisdiction we may issue a claim against you in the courts of England and Wales and that those courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.
- 20.4 In the event these Terms breach any statutory rights UK law affords you from time to

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