

ICSA student terms and conditions

Definitions

'ICSA' means the Institute of Chartered Secretaries and Administrators.

'Student' means the person registering or applying to be registered as a student with ICSA.

'Course' means the course of study and or programme of examinations for which the student seeks registration including all support and services provided by ICSA in order for the student to complete the appropriate study.

'Active' student means a student has entered to sit at least one module during a two year period.

'Inactive' student means a student who has not entered to sit at least one module during a two year period.

'Student rules and regulations' means ICSA's student rules and regulations detailing the process by which a student may apply to become registered with ICSA and the form of services and support that the Institute will supply in order to enable the student to study for, and sit, the selected course, examination or programme.

'Application' means the application for registration submitted by the student in accordance with the student rules and regulations.

'Agreement' means this contract between ICSA and the student and comes into effect on the date that an application is received and accepted by ICSA as suitable for registration and notice of such acceptance has been issued to the student.

The student agrees:

- that registering as a student confers no rights of Membership of ICSA – individuals may not describe themselves as Members of ICSA until they have completed the Chartered Secretaries Qualifying Scheme and fully satisfied the requirements of the Bye-laws for election to Membership
- to abide by these terms and conditions and the provisions of the student regulations as stipulated from time to time
- to undertake the appropriate course of study under his or her own responsibility as to how, when and where such study shall take place
- to provide ICSA with such notice and time as may be required by ICSA for the purposes of entering into any examination or assessment required by ICSA for completion of the course of study
- not to disclose any information provided by ICSA and/or correspondence between ICSA and the student all of which is generally deemed to be confidential
- the student is responsible for any consequences arising out of the publication, loss or disclosure of any registration information that ICSA may provide for the purposes of accessing the students' personal information held on ICSA's information systems
- not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of ICSA
- to remain responsible for all fees and charges and to pay all such fees and charges as stipulated by ICSA for the course.

The Institute undertakes:

- to make available at regular intervals a programme of examinations/assessment necessary to complete each module and to allow the student entry to the first available date chosen by the student and notified to ICSA in accordance with the student regulations
- treat our students with courtesy and respect
- treat our students fairly and consistently
- to deliver a quality service to our students.

Termination of studentship

ICSA reserves the right to terminate the student's registration at any time and without notice in the event that the student breaches any of his or her obligations under this agreement or takes any action which, in the opinion of ICSA, might be construed as bringing ICSA into disrepute or for any other reason which, in the opinion of ICSA, justifies such action.

Force majeure

ICSA shall not be liable for non-performance of any of its obligations under the agreement due to circumstances beyond its reasonable control.

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Severability

If at any time any part or parts of this agreement are held to be unenforceable, illegal or otherwise not valid, either wholly or in part, the remaining parts of this agreement shall continue to be binding and in effect.

Governing law

The agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of England and, unless otherwise agreed, the parties hereby submit themselves to the exclusive jurisdiction of the English courts.

Statutory rights

Nothing in these terms and conditions shall operate to affect the statutory rights of either party.

ICSA student rules and regulations

All students accepted for entry onto the student register will be deemed to have accepted these regulations and terms and conditions of ICSA and to have agreed to abide by them. It is therefore essential that you read this document before applying for registration.

1 Membership rights and code of conduct

- 1.1 Registering as a student confers no rights of Membership of ICSA. Individuals may not describe themselves as Members of ICSA until they have completed the Chartered Secretaries Qualifying Scheme and have fully satisfied the requirements of the Bye-laws for election to Membership and have been elected to Membership by the Institute's governing body.
- 1.2 Students' attention is drawn to the Institute's code of professional ethics and conduct to which all those accepted into Membership are required to abide by, a copy of which is available from ICSA's website. Students, although not Members of ICSA, are also required to conduct themselves in accordance with this code. Failure to do so may involve disciplinary action and could affect an individual's ability to continue their studentship or, on completion of the examinations, to be accepted into Membership.

2 Registration as a new student (CSQS)

- 2.1 All applications must be made on the appropriate CSQS student registration form and submitted to ICSA together with payment of the initial registration and first year annual subscription fees. **Please note the initial registration fee is non-refundable.**
- 2.2 You may register as a student at any time.
- 2.3 Applicants whose registrations are received between 1 August to 31 January of each year are required to pay the initial registration and a full year subscription fee; applicants applying for registration between 1 February and 31 July of each year are required to pay the initial registration and a half year subscription fee. (Please refer to the current fee sheet on ICSA's website).
- 2.4 The annual subscription fee is payable for each year that you remain on ICSA's student register. Subscription notices will be sent out in June each year and are payable by 31 July of that year.
- 2.5 You will not be registered as a student until payment of the appropriate fees and subscriptions has been received in full.

3 Registration as a new student (university collaborative courses)

- 3.1 All applications must be made on the appropriate collaborative registration form and submitted to ICSA together with payment of the initial registration and first year annual subscription fees. **Please note the initial registration fee is non-refundable.**
- 3.2 Students must register with ICSA in their first term or semester of study, or a late registration fee may be incurred.
- 3.3 The annual subscription fee is payable for each year that you remain on ICSA's student register. Subscription notices will be sent out in June each year and are payable by 31 July of that year.
- 3.4 You will not be registered as a student until payment of the appropriate fees and subscriptions has been received in full.

4 Registration as a new student (COFA/DOFA)

- 4.1 COFA/DOFA applications must be submitted on the appropriate COFA/DOFA registration form and submitted together with an examination entry form and the relevant examination fee payment.
- 4.2 COFA/DOFA students are not required to pay an initial registration or annual subscription fee.

5 Exemptions

- 5.1 The Institute reserves the right to offer or refuse exemptions for prior qualifications and or experience. ICSA's decision on the exemptions awarded is final.
- 5.2 Applicants registering and applying for exemptions must submit certified copies of all relevant supporting documentary evidence with their application; please note e-mailed copies will not be accepted.
- 5.3 If a student is subsequently offered exemptions, the Institute will send the student confirmation of the fees to be paid.
- 5.4 Payment of the exemption fees must be received within six weeks of the exemptions being offered. If payment is not received within the six week period (from the date the exemptions are awarded) the student will be removed from the student register and any registration fee paid will be retained and forfeited. Should the student wish to re-register as a student again, he/she will be required to reapply as a student and pay the initial registration fee once more.

6 Re-registration as a student

- 6.1 Students applying to re-register will be required to pay the initial registration and first year annual subscription fees. **Please note the initial registration fee is non-refundable.**
- 6.2 Students who have been removed from the student register for longer than five years and who wish to re-register as a student to continue their studies, will be required to sit and pass additional modules, which will be determined by the Institute on a case by case basis, to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate.

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- 6.3 The Institute will not accept applications for re-registration from former students wishing to return to the register after a period of ten years or more. Prospective students will be directed to register as new students and complete the Institute's current qualifying scheme. Examination passes achieved during earlier periods of registration will not be credited against the current qualifying scheme, to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate.
- 6.4 A student, who has been previously removed from the register for reasons such as, repeated examination failure or misconduct, will not be re-admitted as a student.

7 Transferring students

- 7.1 Students transferring onto the United Kingdom register from a Division of ICSA will receive a credit against the applicable United Kingdom module(s); ICSA's decision will be final as regards modules for which credits are awarded.
- 7.2 Credits will only be awarded against the modules the student has already passed within the Division.
- 7.3 Transferring students must be deemed 'active' (sat an examination within the last two years) students.
- 7.4 Transferring students who have not sat an examination for longer than five years and who wish to transfer as a student to continue their studies, will be required to sit and pass additional modules, which will be determined by the Institute on a case by case basis, to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate.
- 7.5 The Institute will not accept transfer applications from students who have not sat an examination for ten years or more. Transferring students will be directed to register as new students and complete the Institute's current qualifying scheme. Examination passes achieved during earlier periods of registration will not be credited against the current qualifying scheme, to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate.

8 Fee payment

- 8.1 All fees are payable to ICSA in Sterling. Other currencies will **not** be accepted.
- 8.2 The relevant fees must accompany all registration and examination entry forms.
- 8.3 Students are required to pay an annual subscription fee.
- 8.4 Applications will not be processed unless full payment is received and any outstanding indebtedness to ICSA is settled in full. Students are responsible for paying all fees and charges as stipulated by the Institute.
- 8.5 ICSA reserves the right to either withdraw a student's examination entry or withhold their examination results until any outstanding fees are settled in full.

9 Fee rates payable

- 9.1 All fees are payable to ICSA in Sterling. Payment in other currencies will **not** be accepted.
- 9.2 The level of fees payable is determined by the student's place of residence at the time of entry onto the register and throughout their studies. Students paying the overseas reduced rate must be domiciled, registered, receive all correspondence and sit the examinations in one of the specified reduced rate areas.
- 9.3 Students paying the reduced rate who wish to sit an examination in a full rate country must pay the full rate fee for that examination.
- 9.4 Fees paid for an examination are non-transferrable to either another module or student.

10 Refunds

- 10.1 Annual subscription and examination fees are only refundable if the request is received within 30 days of the registration and payment being processed. Such refunds are solely at ICSA's discretion.
- 10.2 A fee of £50 will be deducted from all refunds to cover the administrative costs incurred by ICSA.
- 10.3 Applications for refunds must be made in writing. Fees will only be refunded in Sterling.

11 Examination entry

- 11.1 Individuals applying for examination entry must first be registered as a student of ICSA.
- 11.2 All applications to sit examinations must be made on an Institute examination entry form, and must be received at ICSA, together with the relevant payment, by the appropriate closing date.
- 11.3 Completion of a registration form alone does not confirm entry for an examination.
- 11.4 Cancellation of, alterations to, or deferments of, examination entries will only be permitted up to and inclusive of that session's exam closing date, i.e.: 1 October (Winter session), 1 April (Summer session).
- 11.5 An administration fee of £25 per change request will be charged and must be paid prior to the request being processed.
- 11.6 Changes to examination entries after the closing dates will not be permitted other than in exceptional circumstances.
- 11.7 Students cannot apply to sit the Chartered Secretaries Case Study unless they have either been exempted from or passed all modules at Level I and the first three modules at Level II (Strategy in Practice, Financial Decision Making and Company Secretarial Practice).
- 11.8 Failure to indicate an examination session on the examination form will result in the student automatically being entered to sit the next available examination session.

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11.9 When entering for an examination students should ensure that they allow sufficient preparation time to maximise their chance of success, last minute exam entry is not advised for examinations at this level.

12 Examination admission slips

- 12.1 Examination admission slips will be available approximately five weeks prior to the date of the examination week.
- 12.2 Students must download and check their admission slips carefully, and contact ICSA immediately, if there is any discrepancy between the slips and/or the required entry.
- 12.3 Any changes are made solely at ICSA's discretion.
- 12.4 If the student is unable to download their admission slip they must contact ICSA.
- 12.5 Students are required to comply with the instructions to candidates, available under the *My/CSA* section of ICSA's website.

13 Examination postponement

- 13.1 Candidates prevented from sitting examinations for reasons such as, ill health or in the event of a close personal bereavement immediately before the examination, can apply to postpone their entry until the next session.
- 13.2 Postponements are granted at ICSA's discretion and application for postponement must be accompanied by supporting medical certificate(s) and/or other relevant documentation; no postponement will be considered without the supporting documentation.
- 13.3 Postponements due to work commitments are not permitted under any circumstances.
- 13.4 Applications for postponement must be made as soon as possible and certainly no later than four weeks after the date of the examination. In each case the examination must be taken at the next examination session.
- 13.5 Candidates can only apply to postpone an examination once per module. Please note that a postponement fee will be payable for each module postponed. (Please refer to the current fee sheet on ICSA's website).

14 Examination absence

- 14.1 Absence from an examination without the permission of ICSA will be counted as a failed attempt, and will count as one of the four attempts allowed prior to a student's removal from the register.

15 Examination results

- 15.1 The examination results issued by ICSA have been through numerous checking processes, which the examiner is required to carry out, and have also been approved by ICSA's assessment review panel. These procedures are in place to ensure that results are fair and accurate. As such, students are not able to appeal their results on the grounds that they do not agree with the mark awarded.
- 15.2 Students who believe any circumstance may have affected their performance in the examination, may request for this to be considered before results are released. Students must inform ICSA in accordance with the instructions outlined in the instructions for candidates.

16 Removal from the register

ICSA reserves the right to remove students from the register without refund of fees. In the event of the following circumstances:

- 16.1 Non-completion of a compulsory module within four attempts.
- 16.2 A student who has been inactive for two years or more.
- 16.3 Students who fail to complete all of the required modules of the Chartered Secretaries Qualifying Scheme within, four years from date of registration for candidates with four or less modules to pass, and six years from date of registration for candidates with five or more modules to pass.
- 16.4 If a student has held themselves out to be a Member of ICSA.
- 16.5 If it has been determined that a student has breached ICSA's code of professional ethics and conduct.
- 16.6 Non-payment of student fees.
- 16.7 Non-compliance with ICSA's rules and regulations.