

# Student rules and regulations

## (Advanced Certificate in Corporate Governance)

### Definitions

'ICSA', 'UKRIAT' or 'we' means the United Kingdom, Republic of Ireland and Associated Territories division of the Institute of Chartered Secretaries and Administrators.

'Student' or 'you' means the person registered or applying to be registered as an ICSA student.

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

'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.

### 1 Membership rights and code of conduct

- 1.1 When you register as an ICSA student and receive confirmation from ICSA that you have been registered, you can describe yourself as an 'ICSA student'. You cannot describe yourself as a member of ICSA, a Chartered Secretary or a Chartered Governance Professional.
- 1.2 As an ICSA student, you agree to behave in accordance with the ICSA Code of Professional Ethics and Conduct. If you fail to do so, it could lead to disciplinary action and could affect your ability to continue studying or, on completion of the examinations, to be accepted as an ICSA member.

### 2 Registration as a new student on the Advanced Certificate in Corporate Governance

- 2.1 You may register with ICSA as a student at any time.
- 2.2 You must use the Advanced Certificate in Corporate Governance student registration paper form or the online registration process at the ICSA website, [www.icsa.org.uk](http://www.icsa.org.uk).
- 2.3 When you submit your form you also need to pay the full fee.
- 2.4 You will not be registered as a student until payment of the fee has been received in full.

### **3 Re-registration as an Advanced Certificate in Corporate Governance student**

- 3.1 If you were registered as an ICSA student in the past but let your student status lapse, you will be able to re-register as an Advanced Certificate in Corporate Governance student and continue your studies.
- 3.2 If you apply to re-register as a student, you will need to pay the full registration fee, but ICSA will consider reducing this fee if you have already paid other student fees at the time of registration. Such decisions are made on a case-by-case basis at the discretion of ICSA.
- 3.3 Any students who have previously been removed from the register, for reasons such as repeated examination failure or breach of the Code of Professional Ethics and Conduct, will not be able to re-register as an ICSA student.

### **4 Fee payment**

- 4.1 All fees are payable to ICSA in sterling. Other currencies will not be accepted.
- 4.2 You need to pay the correct fees at the same time as you register and/or submit an examination entry form.
- 4.3 Your application will not be processed until ICSA receives full payment and any outstanding payments are settled.
- 4.4 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.

### **5 Full and reduced-rate fees**

- 5.1 Students who are resident in certain countries can pay reduced-rate fees. These countries are listed on the ICSA website.
- 5.2 To pay the reduced rate, you must be domiciled, registered, receive all correspondence and sit the examinations in one of the specified reduced-rate countries.
- 5.3 If you are paying the reduced rate and you wish to sit an examination in a full-rate country, you must pay the full-rate fee for that examination.

### **6 Refunds**

- 6.1 If you decide that you would like fees refunded, ICSA must receive your request within 30 days of the payment being processed. You will be asked for a reason and such refunds are solely at ICSA's discretion.
- 6.2 A fee of £50 will be deducted from all refunds to cover the administrative costs incurred by ICSA.
- 6.3 Applications for refunds must be made in writing. Fees will only be refunded in sterling.

## **7 Entering for the exam**

- 7.1 The Advanced Certificate in Corporate Governance is assessed by means of the ICSA qualifying programme examination in 'Corporate Governance'. You can only enter for this exam if you are registered as an ICSA student.
- 7.2 When you enter for an exam you need to make sure that you have enough time to study and prepare to take it. We do not recommend that you start your studies after the closing date for exam entry.
- 7.3 You need to enter for an exam before the closing date for entry. The closing dates for entry are published on the ICSA website.
- 7.4 Your first application to enter for the Corporate Governance exam must be made on your registration form. If you need to take the exam again, you would need to complete an exam re-sit form.
- 7.5 Your examination entry will not be processed or confirmed until ICSA receives the exam entry payment. If you only submit the form without payment, you will not be entered for the exam.
- 7.6 If you do not indicate the exam session you are entering for when you complete your form, you will be entered for the next available exam session by default.
- 7.7 After your exam entry has been confirmed, if you want to change it or defer to another session, you must do this before the closing date for exam entry.
- 7.8 If you want to change or defer your exam entry you will need to pay an administration fee for each request before ICSA can process this.
- 7.9 After the closing date for entry for the examination, you will not be able to change your entry unless there are very exceptional circumstances.
- 7.10 After you enter to sit an exam, you cannot transfer your exam fee to another module or to another student.
- 7.11 In the event that you receive a fail result, you have up to three attempts to re-sit the exam. You will need to apply to re-sit using the relevant form at the next exam session.
- 7.12 We need to apply these rules for exam entry to all ICSA students, but we will consider exceptions in individual cases if there is sufficient supporting evidence.

## **8 Admission to the exam**

- 8.1 Exam admission slips will be published around five weeks before the date of the exam. The admission slip will include the details of your exam centre.
- 8.2 You will need to log in to MyICSA to download your exam admission slip.
- 8.3 You should check your exam admission slip carefully and contact ICSA immediately if you think the information there is not correct.
- 8.4 If you are unable to download or print your admission slip, you must contact ICSA.
- 8.5 You must read and comply with the ICSA instructions to candidates, available under the MyICSA section of the ICSA website.

## **9 Postponing an exam**

- 9.1 If you are unable to sit an exam for reasons such as ill health or a close personal bereavement immediately before the examination, you can apply to postpone your entry until the next session.
- 9.2 Postponements are granted at ICSA's discretion and an application for postponement must be supported by medical certificate(s) and/or other relevant documentation. ICSA cannot consider a postponement without the supporting documentation.
- 9.3 Postponements due to work commitments are not permitted under any circumstances.
- 9.4 If you are applying for postponement you must contact ICSA as soon as possible. The latest you can contact us is four weeks after the exam.
- 9.5 If ICSA allows you to postpone an exam, you will need to take it at the next exam session.
- 9.6 You will need to pay a postponement fee for each module you postpone.

## **10 Absence from an exam**

- 10.1 If you are absent from an exam without the permission of ICSA, this will be counted as a 'Fail' result.
- 10.2 If you are absent from an exam for a good reason, you can contact ICSA to explain why. At ICSA's discretion, your result may be changed from 'Fail' to 'Withdrawn'.

## **11 Exam results**

- 11.1 Exam results are published in the MyICSA area of the ICSA website and are sent by email.
- 11.2 You are not able to appeal your exam result on the grounds that you do not agree with the mark awarded.
- 11.3 If you believe any circumstance may have affected your performance in the examination, you may request for this to be considered before results are released. You must inform ICSA in accordance with the instructions outlined in the ICSA instructions for candidates.

## **12 Completion of the Advanced Certificate in Corporate Governance and progression**

- 12.1 You are allowed four attempts to pass the Corporate Governance exam.
- 12.2 You need to pass the exam within two years of your initial registration on the Advanced Certificate in Corporate Governance.
- 12.3 Your certificate will be issued when you have passed the Corporate Governance exam, following the release of your result.
- 12.4 Your certificate will be sent by post to the address you have provided on registration. You will need to let ICSA know if you want the certificate sent to a different address.
- 12.5 Completion of the Advanced Certificate in Corporate Governance does not allow you to progress to the full ICSA qualifying programme automatically. If you wish to progress to the qualifying programme, you will need to apply and be given an entry point.

- 12.6 Your entry point to the full ICSA qualifying programme could be to the first stage, the Foundation Programme. If you progress to the qualifying programme within two years of passing your Corporate Governance exam, you can claim an exemption to the Corporate Governance module in part one of the qualifying programme.
- 12.7 If you decide not to continue studying, you can speak to us about other ways of maintaining a relationship with ICSA, such as becoming an ICSA Affiliate.

### **13 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:

- 13.1 Failing the Corporate Governance exam four times. An 'Absent' result will count as a fail.
- 13.2 Not attending the Corporate Governance exam for a period of two years.
- 13.3 Not passing the Corporate Governance exam within the required time limit of two years.
- 13.4 A student has held themselves out to be a chartered secretary or a full chartered member of ICSA.
- 13.5 It has been determined that a student has breached ICSA's Code of Professional Ethics and Conduct.
- 13.6 Non-compliance with ICSA's student rules and regulations, including these rules, the instructions for candidates to be observed during the exam and the instructions of exam invigilators.
- 13.7 Non-payment of student fees.

### **14 Student agreement**

As an ICSA student you agree:

- 14.1 To abide by these student rules and regulations as stipulated from time to time.
- 14.2 To undertake the appropriate course of study under your own responsibility as to how, when and where such study shall take place.
- 14.3 To observe any deadline dates set by ICSA for examination entry, exam deferral and postponement, request of script reports and other matters related to your course.
- 14.4 To inform ICSA of any breaks or delays in your study programme which prevent you from taking any exams over two consecutive exam sessions.
- 14.5 To keep any information provided by ICSA and any correspondence with ICSA confidential.
- 14.6 To be responsible for any consequences arising out of the publication, loss or disclosure by you of your online registration information such as MyICSA username and password.
- 14.7 To remain responsible for all fees and charges and to pay all such fees and charges as stipulated by ICSA for the course.
- 14.8 Not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of ICSA.

## **15 ICSA agreement**

As the examining and awarding body, we agree:

- 15.1 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.
- 15.2 To treat our students with courtesy and respect.
- 15.3 To treat our students fairly and consistently.
- 15.4 To deliver a quality service to our students.

## **16 Termination of student status**

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.

## **17 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.

## **18 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.

## **19 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.

## **20 Statutory rights**

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