

Student rules and regulations for the ICSA qualifying programme

Definitions

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

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

'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 a Student registers as an ICSA student and receives confirmation from ICSA that the Student has been registered the Student may only describe himself or herself as an 'ICSA student member'. A Student may not be described as an 'ICSA member' or a 'Chartered Secretary' or a 'Chartered Governance Professional' while a Student.
- 1.2 As an ICSA student, the Student shall behave in accordance with the ICSA Code of Professional Ethics and Conduct. If the Student fails to do so, this may lead to disciplinary action and could affect the Student's 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 ICSA qualifying programme

- 2.1 A Student may register as a student on the ICSA qualifying programme at any time.
- 2.2 Students must use the online registration process on the ICSA website, www.icsa.org.uk.
- 2.3 When a Student registers, the Student shall pay the initial registration fee and first year annual subscription fees.
- 2.4 The Student will not be registered as a Student until payment of the registration and subscription fees has been made in full.
- 2.5 If ICSA receives a Student's registration as a new student between 1 August and 31 January, the Student shall will pay the initial registration and a full year's subscription fee.

- 2.6 If ICSA receives a Student's registration as a new student between 1 February and 31 July, the Student shall pay the initial registration and a half-year subscription fee.
- 2.7 The Student shall renew his or her ICSA student membership each year by paying an annual renewal fee. Renewal notices will be sent out in June each year and are payable by 1 August of that year.

3 Exemptions for the ICSA qualifying programme

- 3.1 ICSA reserves the right to offer or refuse exemptions for prior qualifications and/or relevant experience. ICSA's decision on the exemptions awarded is final.
- 3.2 When a Student applies for exemptions it is the Student's responsibility to present the supporting evidence in the format ICSA requests and to provide any supplementary information ICSA requires.
- 3.3 If the decision is made to award a Student exemptions, ICSA shall inform the Student of the exemption fee to be paid.
- 3.4 The Student shall pay the exemption fees within six weeks of the exemptions being offered.
- 3.5 If ICSA does not receive the exemption payment within the six week period (from the date the exemptions are offered) the Student will be removed from the Student register and ICSA will retain the registration fee.
- 3.6 If a Student wishes to re-register as a Student after being removed from the register, the Student will need to reapply and pay the initial registration and annual subscription fees again.

4 Re-registration as an ICSA student

- 4.1 If the Student were registered as an ICSA student member in the past but let the Student membership lapse, the Student may re-register as an ICSA Student and continue the Student's studies.
- 4.2 If the Student were registered as an ICSA student up to five years before the Student's application to re-register, the Student will normally be allowed to continue his or her studies from the point the Student had previously reached.
- 4.3 If the Student were registered as an ICSA student more than five years before his or her application to re-register, ICSA will need to assess the Student's record and determine which modules the Student needs to complete. This is to ensure that the knowledge and skills required by graduates eligible for admission to the profession are up to date and appropriate. The Student may need to complete more modules than he or she was registered to take when he or she had previously been registered.
- 4.4 If the Student were registered as an ICSA student more than ten years before his or her application to re-register, the Student will not normally be allowed to continue. The Student will need, instead, to register as a new Student and ICSA will inform him or her of which modules need to be completed.
- 4.5 If the Student applies to re-register as a Student, he or she will need to pay the initial registration and first year annual subscription fees.
- 4.6 Any Student members who have previously been removed from the Student 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.

5 Students transferring from other ICSA Divisions to UKRIAT

- 5.1 Students from other ICSA Divisions may be allowed to transfer to become a student member on the ICSA United Kingdom, Republic of Ireland and Associated Territories (UKRIAT) qualifying programme.
- 5.2 If a Student applies to transfer to the UKRIAT ICSA qualifying programme, ICSA shall assess the Student's examination record at that Student's previous ICSA Division and will make a decision on any credit ICSA shall award against the UKRIAT programme.
- 5.3 ICSA will only award credit against modules which the Student has already passed in the Student's previous Division's scheme.
- 5.4 ICSA will decide how much credit to award the Student, if any, and how many UKRIAT qualifying programme modules the Student needs to take and this decision is final.
- 5.5 In deciding which modules from the UKRIAT qualifying programme the Student will need to take, ICSA will consider the Student's examination record with the Student's previous ICSA Division. If the Student has not taken examinations with a previous ICSA Division for more than five years, the Student's application will be considered as a re-registration (see the section 'Re-registration as an ICSA qualifying programme student').

6 Time limit for completing the ICSA qualifying programme

- 6.1 If the Student registers with exemptions and needs to complete two, three or four qualifying programme modules, he or she shall complete these within four years of registering as a Student.
- 6.2 If the Student registers with exemptions and needs to complete five, six or seven qualifying programme modules, the Student shall complete these within six years of registering as a Student.
- 6.3 If the Student registers with no exemptions, the Student shall complete all the qualifying programme modules within eight years of registering as a Student.

7 Fee payment

- 7.1 All fees are payable to ICSA in sterling. Other currencies will not be accepted.
- 7.2 The Student shall pay the correct fees at the same time as the Student registers as a Student and/or enters for any exams.
- 7.3 ICSA reserves the right either to withdraw a Student's examination entry or withhold examination results and/or certificate until any outstanding fees are settled in full.

8 Full and reduced-rate fees

- 8.1 Students who are resident in certain countries may be eligible to pay reduced-rate fees. These countries are listed on the ICSA website www.icsa.org.uk.
- 8.2 To pay the reduced rate, the Student must be domiciled, registered, receive all correspondence and sit the examinations in one of the specified reduced-rate countries.
- 8.3 If the Student is paying the reduced rate and wishes to sit an examination in a full-rate country, the Student must pay the full-rate fee for that examination.

9 Refunds

- 9.1 A Student has the right to cancel and obtain a full refund of their initial registration fee and annual subscription fee by email or in writing within 14 days of payment provided they have not received any training nor services. Later cancellations shall be subject to an administrative charge as set out on the ICSA website and shall be made solely at ICSA's discretion and the Student shall provide a reason for such cancellation. . Clauses 10.10 and 10.11 below shall apply to examination cancellations by the Student and clause 12 to application for postponement of examinations by the Student.
- 9.2 Applications for refunds must be sent to enquiries@icsa.org.uk or in writing to Membership Team, ICSA, Saffron House, 6-10 Kirby Street, London EC1N 8TS. Fees will only be refunded in sterling.

10 Entering for ICSA qualifying programme examinations

- 10.1 The Student may only enter for an examination if registered as an ICSA student.
- 10.2 The Student may enter for a maximum of two ICSA examinations at each session.
- 10.3 When the Student enters for an examination he or she needs to make sure that he or she has enough time to study and prepare to take it. ICSA does not recommend that the Student starts his or her studies after the closing date for examination entry.
- 10.4 If a Student starts the qualifying programme at the Foundation Programme level, the Student must successfully complete this examination before he or she may attempt examinations in Part One of the qualifying programme.
- 10.5 At Part One of the qualifying programme, the Student must successfully complete all the Part One examinations before he or she may progress to the Part Two modules.
- 10.6 The Student shall enter for the examinations before the closing date for entry, which is published on the ICSA website. Entries made after the closing date will not be accepted.
- 10.7 The Student must follow the examination entry process in the 'Manage my exams' section of the 'My ICSA' area of the ICSA website and comply with all instructions for examination candidates in place from time to time at www.icsa.org.uk.
- 10.8 The examination entry will not be processed or confirmed until ICSA receives the examination entry fees. If the Student submits the examination form without payment, the Student will not be entered for the examination.
- 10.9 If the Student does not indicate the examination session for which they are making an entry when he or she completes the form, the Student will be entered for the next available session by default.
- 10.10 If the Student wants to change or defer his or her examination entry the Student will need to pay an administration fee for each request before ICSA can process this, as costs will have been incurred.
- 10.11 After the closing date for entry for the examination, the Student will not be able to change his or her entry unless there are very exceptional circumstances and subject to clause 12 below.
- 10.12 After the Student makes the examination entry, the Student may not transfer the examination fee to another module or to another student.
- 10.13 ICSA will apply these rules for examination entry to all ICSA students, but ICSA will consider exceptions in individual cases if there is sufficient supporting evidence

11 Admission to the examination

- 11.1 Admission slips will be published around five weeks before the date of the examination. The admission slip will include the details of the Student's examination centre.
- 11.2 The Student needs to log into MyICSA to download the admission slip.
- 11.3 The Student shall check the admission slip carefully and contact ICSA immediately, using the 'Contact us' form on the website, if he or she thinks that the information on the admission slip is in correct.
- 11.4 If a Student is unable to download or print the admission slip, the Student must contact ICSA.
- 11.5 By entering for the examinations, the Student agrees that he or she has read and will comply with these regulations, the *ICSA Instructions for examination candidates* and *ICSA Code of Professional Ethics and Conduct*.

12 Postponing an examination

- 12.1 If the Student is unable to sit an examination for reasons such as ill health or a close personal bereavement immediately before the examination, the Student may apply to postpone the entry until the next session.
- 12.2 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.
- 12.3 Postponements due to work commitments are not permitted under any circumstances.
- 12.4 A Student applying for postponement must contact ICSA, using the 'Contact us' form on the ICSA website, as early as possible in the examination session. If the Student is unable to contact ICSA before the examination takes place, the latest the Student may contact ICSA is two weeks after the date of the examination.
- 12.5 If ICSA allows the Student to postpone an examination, the Student will need to take it at the next session. It will not be postponed to any session after this.
- 12.6 The Student will need to pay a fee for each module he or she postpones. See www.icsa.org.uk for the applicable examination fees.

13 Absence from an examination

- 13.1 If the Student is absent from an examination without the permission of ICSA, the session will still be counted within the Student's time limit for completion of the qualifying programme and may be counted as a session at which that Student did not attempt any examinations.
- 13.2 If the Student is absent from an examination for a good reason, he or she may contact ICSA to explain why. The Student should be aware of time limits for such notification which are set out in ICSA guidance.

14 Examination results

- 14.1 Examination results are published in the MyICSA area of the ICSA website and are sent by email.
- 14.2 ICSA has a formal appeal process, but the Student is not allowed to appeal the examination result on the sole grounds that he or she did not agree with the mark awarded. The Student should refer to the ICSA examination guidance if the Student wants to enquire about the result.
- 14.3 If the Student believes any circumstance may have affected his or her performance in the examination, the Student may request that this be considered before results are released. The Student must inform ICSA in accordance with the instructions outlined in the ICSA examination guidance.

15 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:

- 15.1 failing any ICSA exam four times;
- 15.2 not attempting any ICSA exams for a period of two years;
- 15.3 not completing the qualifying programme examinations within the required time limit as set out in these regulations;
- 15.4 breach of ICSA's Code of Professional Ethics and Conduct;
- 15.5 non-compliance with ICSA's student rules and regulations, including these rules, the instructions for candidates to be observed during the examination and the instructions of exam invigilators; and
- 15.6 non-payment of Student membership fees.

16 Student agreement

As an ICSA student, all Students agree:

- 16.1 to abide by these student rules and regulations, exam guidance rules and *ICSA Code of Professional Ethics and Conduct* as stipulated from time to time;
- 16.2 to undertake the appropriate course of study with the Student being responsible for how, when and where such study shall take place;
- 16.3 to observe any deadline dates set by ICSA for examination entry, examination deferral and postponement, request of script reports and other matters related to the course;
- 16.4 to inform ICSA of any breaks or delays in the Student's study programme which prevent the Student from taking any examinations over two consecutive examination sessions;
- 16.5 to keep any information provided by ICSA and any correspondence with ICSA confidential;
- 16.6 to be responsible for any consequences arising out of the publication, loss or disclosure by the Student of his or her online registration information such as MyICSA username and password;
- 16.7 to remain responsible for all fees and charges and to pay all such fees and charges as stipulated by ICSA in relation to Student membership and examinations; and

- 16.8 not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of ICSA including its rights in course materials and examination questions.

17 ICSA agreement

As the examining and awarding body, ICSA shall:

- 17.1 make available at regular intervals the assessment opportunity necessary to complete each module;
- 17.2 provide such assessment opportunities at the arranged date and time, unless exceptional circumstances, such as breach of examination security, prevent this;
- 17.3 provide assessment materials and an assessment process which involves rigorous procedures of moderation and quality assurance;
- 17.4 allow the Student entry to the first available examination assessment opportunity chosen by the Student and notified to ICSA in accordance with these regulations;
- 17.5 publish guidance and policies relating to study and assessment;
- 17.6 provide adequate warning, and the opportunity for the Student to take action, in the event of a major decision such as removal from the Student register;
- 17.7 treat Students with courtesy and respect;
- 17.8 treat Students fairly and consistently; and
- 17.9 deliver a high quality service to Students.

18 Changes to the qualifying programme

- 18.1 The ICSA qualifying programme is regularly reviewed and the content, module titles and style of assessment may change.
- 18.2 If major changes to the qualifying programme occur while a Student is studying, the Student will be informed in advance and ICSA will provide details of how that Student's current credits will transfer to the new programme as early as possible.
- 18.3 When such changes occur, ICSA's principles for transition will aim to change Students over with like-for-like exemptions for any completed modules, but this is not always possible.

19 Termination of Student membership

ICSA reserves the right to terminate the Student membership at any time and without notice in the event that the Student member 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.

20 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.

21 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.

22 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.

23 Data Protection

ICSA and the Student agree to comply with the Data Protection Act 2018 and the EU General Data Protection Regulation and other relevant data protection legislation in their performance of this Agreement. ICSA's privacy policy is incorporated into and forms part of this Agreement and is available at <https://www.icsa.org.uk/privacy> as amended from time to time.

24 Statutory rights

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