

Student rules and regulations for ICSA Certificate courses

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 Certificate programme

- 2.1 A Student may register as a student on the ICSA Certificate programme at any time but will need to check the course start dates to determine when the next programme will commence.
- 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 course fee in full.
- 2.4 The Student will not be registered as a Student until payment of the course fee has been made in full.

- 2.5 The course fee includes:
- Student registration.
 - Study support webinars.
 - Assessment of two practice tasks which the Student submits during the course.
 - Digital copies of the syllabus, study materials and online study support area.
 - One examination entry (see Section 8, below).

3 Course cancellation or deferral

- 3.1 If a Student has registered on the course and wishes to cancel before it starts, the refund policy is outlined in Section 6, below.
- 3.2 No course cancellations are allowed after the date of the first webinar (Session 1 of the course).
- 3.3 Course deferral is not permitted unless in circumstances such as a serious illness or bereavement.
- 3.4 If a Student is allowed to defer, the Student would need to join the next scheduled course.

4 Re-registration as a Student on the course

- 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 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 Fee payment

- 5.1 All fees are payable to ICSA in sterling. Other currencies will not be accepted.
- 5.2 The Student shall pay the correct fees at the same time as the Student registers for the course and/or enters for any exams.
- 5.3 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.

6 Refunds

- 6.1 A Student has the right to cancel and obtain a full refund of their course 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 8.8 and 8.9 below shall apply to examination cancellations by the Student and clause 10 to application for postponement of examinations by the Student.
- 6.2 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.

7 Course rules

- 7.1 ICSA will provide advice and support to the Student about how to study on the course. It is the Student's responsibility to attend the webinar sessions or to catch up with missed sessions, and to organise a programme of study and exam preparation.
- 7.2 In advance of the first webinar session of the course, the Student is expected to read the advance course material, briefing emails from ICSA and to carry out a test session on the webinar platform.
- 7.3 The Student is expected to inform ICSA in advance if experiencing problems accessing the test webinar.
- 7.4 ICSA is not responsible if the Student is unable to access live or recorded webinars, submit practice tasks on time or is absent from the exam.
- 7.5 Any study material, feedback, webinar links or recordings sent by ICSA to the Student are for the Student's use only and should not be shared.

8 Entering for ICSA examinations

- 8.1 To successfully complete the course, the Student must sit and pass the relevant examination within four attempts.
- 8.2 As part of the course registration process, the Student will automatically be entered for the next available examination following the completion of the course, which will usually be at the June examination session.
- 8.3 The Student must attempt the examination within two years of completing the course.
- 8.4 If the Student is entering to sit an examination after the initial point of registration (for example, to enter for a postponed exam or to re-sit), the Student shall enter for the examination before the closing date for entry, which is published on the ICSA website. Entries made after the closing date will not be accepted.
- 8.5 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.
- 8.6 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.
- 8.7 If the Student does not indicate the examination session for which they are making an entry when he or she enters, the Student will be entered for the next available session by default.
- 8.8 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.
- 8.9 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 10 below.
- 8.10 After the Student makes the examination entry, the Student may not transfer the examination fee to another module or to another student.
- 8.11 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

9 Admission to the examination

- 9.1 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.
- 9.2 The Student needs to log into MyICSA to download the admission slip.
- 9.3 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.
- 9.4 If a Student is unable to download or print the admission slip, the Student must contact ICSA.
- 9.5 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*.

10 Postponing an examination

- 10.1 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.
- 10.2 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.
- 10.3 Postponements due to work commitments are not permitted under any circumstances.
- 10.4 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.
- 10.5 If ICSA allows the Student to postpone an examination, the Student will need to take it at the next available session. It will not be postponed to any session after this.
- 10.6 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.

11 Absence from an examination

- 11.1 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 programme and may be counted as a session at which that Student did not attempt any examinations.
- 11.2 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.

12 Examination results

- 12.1 Examination results are published in the MyICSA area of the ICSA website and are sent by email.
- 12.2 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.
- 12.3 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.
- 12.4 Following the release of results, the Student will receive a printed certificate by post, sent to the address recorded in the ICSA database. The Student must inform ICSA in advance for the certificate to be sent to a different address.

13 Progression

- 13.1 Completion of an ICSA Certificate does not allow any automatic exemptions to any part of any other ICSA qualification.
- 13.2 Most ICSA Certificates allow the Student to claim ICSA Affiliated membership on completion, and the student will be invited to do so if this applies.

14 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:

- 14.1 failing any ICSA exam four times;
- 14.2 not attempting any ICSA exams for a period of two years;
- 14.3 not completing the examination within the required time limit as set out in these regulations;
- 14.4 breach of ICSA's Code of Professional Ethics and Conduct;
- 14.5 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
- 14.6 non-payment of Student membership fees.

15 Student agreement

As an ICSA student, all Students agree:

- 15.1 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;
- 15.2 to undertake the appropriate course of study with the Student being responsible for how, when and where such study shall take place;

- 15.3 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;
- 15.4 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;
- 15.5 to keep any information provided by ICSA and any correspondence with ICSA confidential;
- 15.6 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;
- 15.7 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
- 15.8 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.

16 ICSA agreement

As the examining and awarding body, ICSA shall:

- 16.1 make available at regular intervals the assessment opportunity necessary to complete each module;
- 16.2 provide such assessment opportunities at the arranged date and time, unless exceptional circumstances, such as breach of examination security, prevent this;
- 16.3 provide assessment materials and an assessment process which involves rigorous procedures of moderation and quality assurance;
- 16.4 allow the Student entry to the first available examination assessment opportunity chosen by the Student and notified to ICSA in accordance with these regulations;
- 16.5 publish guidance and policies relating to study and assessment;
- 16.6 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;
- 16.7 treat Students with courtesy and respect;
- 16.8 treat Students fairly and consistently; and
- 16.9 deliver a high quality service to Students.

17 Changes to ICSA Certificate content

- 17.1 The content of ICSA Certificate programmes is regularly reviewed and the content, module titles and style of assessment may change.
- 17.2 If major changes to the Certificate occur while a Student is registered, 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.
- 17.3 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 Statutory rights

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

