Student rules and regulations (Validated postgraduate programmes)

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.

‘University’ means the university for which the student has registered on an ICSA-validated postgraduate 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.

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 or as a chartered secretary until you have completed the Chartered Secretaries Qualifying Scheme, have fully satisfied the requirements of the Byelaws for election to membership and have been elected to membership by ICSA’s governing body.

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 ICSA-validated postgraduate courses

2.1 You must register as an ICSA student in your first term or semester of study. If you don’t, you may have to pay a late registration fee.

2.2 You must use the ICSA ‘University student registration form’.

2.3 When you submit your form you also need to pay the first instalment of the ICSA student and membership fee.

2.4 You will not be registered as a student until payment of the first instalment of this fee has been received in full.
2.5 On receipt of your form and fee, ICSA will verify your student status with the university and then contact you to confirm your registration.

3 **Fee payment**

3.1 All fees are payable to ICSA in sterling. Other currencies will not be accepted.

3.2 You need to pay the correct fees at the same time as you register.

3.3 If, at the point you register as an ICSA student, you have already paid to be registered with ICSA in any other way, we may consider transferring your existing payment to cover all or part of the first instalment of the ICSA student and membership fee. Such decisions are made at ICSA’s discretion.

3.4 On successful completion of your postgraduate programme, ICSA will contact you to confirm that you are eligible to transfer from student to Graduate status with ICSA. At this point you would need to pay the second instalment of the ICSA student and membership fee.

4 **Refunds**

4.1 If you pay an instalment of the ICSA student and membership fee and decide that you would like the 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.

4.2 A fee of £50 will be deducted from all refunds to cover the administrative costs incurred by ICSA.

4.3 Applications for refunds must be made in writing. Fees will only be refunded in sterling.

5 **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:

5.1 The university determines that it is unable to award the postgraduate qualification for any reason.

5.2 A student has held themselves out to be a chartered secretary or a full chartered member of ICSA.

5.3 It has been determined that a student has breached ICSA’s Code of Professional Ethics and Conduct.

5.4 Non-compliance with any part of this student rules and regulations document.

5.5 Non-payment of ICSA student and membership fees.

6 **Student agreement**

As an ICSA student you agree:

6.1 To abide by these student rules and regulations as stipulated from time to time.

6.2 To undertake the appropriate course of study under your own responsibility as to how, when and where such study shall take place.
6.3 To observe any deadline dates set by ICSA for any matters related to your programme of study and the related ICSA student and membership registration and fees.

6.4 To inform ICSA of any breaks or delays in your study programme.

6.5 To keep any information provided by ICSA and any correspondence with ICSA confidential.

6.6 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.

6.7 To remain responsible for all fees and charges and to pay all such fees and charges as stipulated by ICSA for the course.

6.8 Not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of ICSA.

7 ICSA agreement

ICSA agrees:

7.1 To treat our students with courtesy and respect.

7.2 To treat our students fairly and consistently.

7.3 To deliver a quality service to our students.

8 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.

9 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.

10 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.

11 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.

12 Statutory rights

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