

# Student rules and regulations

## Chartered Secretaries Qualifying Scheme (CSQS)

### 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 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 exams, to be accepted as an ICSA member.

### 2 Registration as a new student on the Chartered Secretaries Qualifying Scheme (CSQS)

- 2.1 You may register with ICSA as a CSQS student at any time.
- 2.2 You must use the CSQS 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 initial registration and first year annual subscription fees. The initial registration fee is non-refundable.

- 2.4 You will not be registered as a student until payment of the registration and subscription fees has been received in full.
- 2.5 If ICSA receives your registration as a new student between 1 August and 31 January, you will pay the initial registration and a full year subscription fee. (Please refer to the current fee sheet on the ICSA website.)
- 2.6 If ICSA receives your registration as a new student between 1 February and 31 July, you will pay the initial registration and a half year subscription fee. (Please refer to the current fee sheet on the ICSA website.)
- 2.7 You will need to renew your ICSA student status each year by paying an annual subscription fee. Subscription notices will be sent out in June each year and are payable by August of that year.

### **3 Registration as a new student on ICSA-accredited postgraduate courses**

- 3.1 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.
- 3.2 You must use the ICSA university course student registration form.
- 3.3 When you submit your form you also need to pay the initial registration fee and full first year annual subscription fee. The initial registration fee is non-refundable.
- 3.4 You will not be registered as a student until payment of the registration and subscription fees has been received in full.
- 3.5 You will need to renew your ICSA student status each year by paying an annual subscription fee. Subscription notices will be sent out in June each year and are payable by August of that year.

### **4 Exemptions for CSQS students**

- 4.1 ICSA reserves the right to offer or refuse exemptions for prior qualifications and/or experience. ICSA's decision on the exemptions awarded is final.
- 4.2 When you apply for exemptions you need to submit certified copies of all relevant supporting documentary evidence with your application. We cannot accept emailed copies of these documents.
- 4.3 If the decision is made to award you exemptions, we will let you know the exemption fee you need to pay.
- 4.4 You must pay the exemption fees so that we receive payment within six weeks of the exemptions being offered.
- 4.5 If we do not receive your exemption payment within the six week period (from the date the exemptions are offered) you will be removed from the student register and we will retain your registration fee.
- 4.6 If you want to re-register as a student after being removed from the register, you will need to reapply and pay the initial registration and annual subscription fees again.

## **5 Re-registration as a CSQS student**

- 5.1 If you were registered as an ICSA student in the past but let your student status lapse, you may be able to re-register as an ICSA student and continue your studies.
- 5.2 If you were registered as an ICSA student up to five years before your application to re-register, you will usually be allowed to continue your studies from the point you were at previously.
- 5.3 If you were registered as an ICSA student more than five years before your application to reregister, we will need to assess your student record and determine which modules you need to complete. This is to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate. You may need to complete more modules than you were registered to take previously.
- 5.4 If you were registered as an ICSA student more than ten years before your application to reregister, you will not usually be allowed to continue. You will need to register as a new student and we will let you know which modules you need to complete.
- 5.5 If you apply to re-register as a student, you will need to pay the initial registration and first year annual subscription fees. The initial registration fee is non-refundable.
- 5.6 Any students who have previously been removed from the register, for reasons such as repeated exam failure or breach of the Code of Professional Ethics and Conduct, will not be able to re-register as an ICSA student.

## **6 Students transferring from other ICSA Divisions to CSQS**

- 6.1 Students from other ICSA Divisions may be allowed to transfer to become a student on the ICSA United Kingdom, Republic of Ireland and Associated Territories (UKRIAT) qualifying scheme.
- 6.2 If you apply to transfer to the UKRIAT qualifying scheme, we will need to assess your exam record at your previous ICSA Division and will make a decision on any credit we can award against the UKRIAT scheme.
- 6.3 We will only award credit against modules you have already passed in your previous Division's scheme.
- 6.4 ICSA will decide how much credit to award you, if any, and how many CSQS modules you need to take, and this decision is final.
- 6.5 In deciding which modules from the UKRIAT qualifying scheme you will need to take, ICSA will consider your exam record with your previous ICSA Division. If you have not taken exams with your previous ICSA Division for more than five years, your application will be considered as a re-registration (see section 5).

## **7 Time limit for completing CSQS**

- 7.1 If you register with exemptions and you need to complete two, three or four CSQS exams, you have to complete CSQS within four years of registering as a student.
- 7.2 If you register with exemptions and you need to complete five, six or seven CSQS exams, you have to complete CSQS within eight years of registering as a student.
- 7.3 If you do not register with any exemptions, you have to complete CSQS within eight years of registering as a student.

## **8 Fee payment**

- 8.1 All fees are payable to ICSA in sterling. Other currencies will not be accepted.
- 8.2 You need to pay the correct fees at the same time as you register and/or submit an exam entry form.
- 8.3 Your application will not be processed until ICSA receives full payment and any outstanding payments are settled.
- 8.4 ICSA reserves the right to either withdraw a student's exam entry or withhold their exam results until any outstanding fees are settled in full.

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

- 9.1 Students who are resident in certain countries can pay reduced-rate fees. These countries are listed on the registration and exam entry forms.
- 9.2 To pay the reduced rate, you must be domiciled, registered, receive all correspondence and sit the exams in one of the specified reduced-rate countries.
- 9.3 If you are paying the reduced rate and you wish to sit an exam in a full-rate country, you must pay the full-rate fee for that exam.

## **10 Refunds**

- 10.1 If you pay annual subscription or exam entry fees 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.
- 10.2 A fee of £57 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 Entering for CSQS exams**

- 11.1 You can only enter for an exam if you are registered as a student of ICSA.
- 11.2 You can enter for a maximum of two ICSA exams at each exam session.
- 11.3 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.
- 11.4 We strongly recommend that you complete the CSQS Level 1 exams before you attempt Level 2 of the scheme.
- 11.5 You can only enter to sit the Chartered Secretaries Case Study after you have passed all the other CSQS modules you are required to complete.

- 11.6 You need to enter for an exam before the closing date for entry. The closing dates for entry are published on the ICSA website.
- 11.7 Your application to enter for an exam must be made on an ICSA paper exam entry form or online through the MyICSA area of the ICSA website.
- 11.8 Your exam 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 After the closing date for entry for the exam, you will not be able to change your entry unless there are very exceptional circumstances.
- 11.13 After you enter to sit an exam, you cannot transfer your exam fee to another module or to another student.
- 11.14 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.

## **12 Admission to the exam**

- 12.1 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.
- 12.2 You will need to log in to MyICSA to download your exam admission slip.
- 12.3 You should check your exam admission slip carefully and contact ICSA immediately if you think the information there is not correct.
- 12.4 If you are unable to download or print your admission slip, you must contact ICSA.
- 12.5 You must read and comply with the ICSA instructions to candidates, available under the MyICSA section of the ICSA website.

## **13 Postponing an exam**

- 13.1 If you are unable to sit an exam for reasons such as ill health or a close personal bereavement immediately before the exam, you can apply to postpone your entry until the next session.
- 13.2 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.
- 13.3 Postponements due to work commitments are not permitted under any circumstances.
- 13.4 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.

13.5 If ICSA allows you to postpone an exam, you will need to take it at the next exam session.

13.6 You will need to pay a postponement fee for each module you postpone.

#### **14 Absence from an exam**

14.1 If you are absent from an exam without the permission of ICSA, this will be counted as a 'Fail' result.

14.2 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'.

#### **15 Exam results**

15.1 Exam results are published in the MyICSA area of the ICSA website and are sent by email.

15.2 You are not able to appeal your exam result on the grounds that you do not agree with the mark awarded.

15.3 If you believe any circumstance may have affected your performance in the exam, 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.

#### **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 Failing any ICSA exam four times. An 'Absent' result will count as a fail.

16.2 Not attempting any ICSA exams for a period of two years.

16.3 Not completing CSQS within the required time limit.

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

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

16.6 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.

16.7 Non-payment of student fees.

#### **17 Student agreement**

As an ICSA student you agree:

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

17.2 To undertake the appropriate course of study under your own responsibility as to how, when and where such study shall take place.

- 17.3 To observe any deadline dates set by ICSA for exam entry, exam deferral and postponement, request of script reports and other matters related to your course.
- 17.4 To inform ICSA of any breaks or delays in your study programme which prevent you from taking any exams over two consecutive exam sessions.
- 17.5 To keep any information provided by ICSA and any correspondence with ICSA confidential.
- 17.6 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.
- 17.7 To remain responsible for all fees and charges and to pay all such fees and charges as stipulated by ICSA for the course.
- 17.8 Not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of ICSA.

## **18 ICSA agreement**

As the examining and awarding body, we agree:

- 18.1 To make available at regular intervals a programme of exams/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.
- 18.2 To treat our students with courtesy and respect.
- 18.3 To treat our students fairly and consistently.
- 18.4 To deliver a quality service to our students.

## **19 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.

## **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 Statutory rights**

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