

# Student rules and regulations for the Chartered Governance Qualifying Programme

## Definitions

'The Institute', 'We', 'Us', 'Our' and 'CGIUKI' mean The Chartered Governance Institute UK & Ireland.

'Student', 'You', and 'Your' means the person registered or applying to be registered as a student of The Chartered Governance Institute UK & Ireland.

'Course' means the course of study and assessment for which the student seeks registration including all support and services provided by the Institute 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 the Institute and the student and comes into effect on the date that an application is received and accepted by the Institute 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 a student and receive confirmation from us that you have been registered you may only describe yourself as a 'Student' or a 'Student of the Chartered Governance Institute UK & Ireland'. You may not be described as a 'member of the Institute' or a 'Chartered Secretary' or a 'Chartered Governance Professional' while a student.
- 1.2 As a student of the Institute, you will behave in accordance with our 'Code of Professional Ethics and Conduct'. If you fail to do so, this may lead to disciplinary action and could affect your ability to continue studying or, on completion of the examinations, to be accepted as a member of the Institute.

## 2 Registration as a new student on the Chartered Governance Qualifying Programme

- 2.1 You may register as a student on the Chartered Governance Qualifying Programme at any time.
- 2.2 You must use the online registration process on our website, [www.cgi.org.uk](http://www.cgi.org.uk).
- 2.3 When you register, you will pay the initial registration fee and first year annual subscription fees.
- 2.4 You will not be registered as a student until payment of the registration and subscription fees has been made in full.
- 2.5 If we receive your registration as a new student between 1 August and 31 January, you will pay the initial registration and a full year's subscription fee.

- 2.6 If we receive your registration as a new student between 1 February and 31 July, you will pay the initial registration and a half-year subscription fee.
- 2.7 You will renew your 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 Chartered Governance Qualifying Programme**

- 3.1 The Institute reserves the right to offer or refuse exemptions for prior qualifications and/or relevant experience. Our decision on the exemptions awarded is final.
- 3.2 When you apply for exemptions it is your responsibility to present the supporting evidence in the format we request and to provide any supplementary information we require.
- 3.3 If the decision is made to award exemptions, we will inform you of the exemption fee to be paid.
- 3.4 You will pay the exemption fees within four weeks of the exemptions being offered.
- 3.5 If we do not receive the exemption payment within the four-week period (from the date the exemptions are offered) you will be removed from the student register and we will retain the registration fee.
- 3.6 If you wish 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.

### **4 Re-registration as a Qualifying Programme student**

- 4.1 If you were registered as a student in the past but let your student status lapse, you may be able to re-register as a student and continue your studies with some of your previous credits in place.
- 4.2 **Modules you passed in the five years before re-registering**  
If you were previously registered as a student and you took and passed modules in the five years prior to the date that you re-register, we will normally grant a credit for any modules you passed within that time-frame. Please refer to the document 'Guidance for re-registering as a student' for more information.
- 4.3 **Modules you passed between five and ten years before re-registering**  
If you took and passed modules between five and ten years before your application to re-register and would like to gain credit for any of these when you re-register, we would need to review your record and confirm whether this is possible. Please refer to the document 'Guidance for re-registering as a student' for more information.
- 4.4 **Modules you passed ten years, or more, before re-registering**  
If the modules you passed were more than ten years before your application to re-register, we will not be able to give you credit for these. You will effectively need to register as a new student and we will inform you of which modules you need to complete in the current syllabus.
- 4.5 If you apply to re-register as a student, you will need to pay the initial registration and first year annual subscription fees.
- 4.6 Any students 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 a student.

## **5 Students transferring from other Divisions to The Chartered Governance Institute UK & Ireland (CGIUKI)**

- 5.1 Students from other Divisions of the Institute may be allowed to transfer to become a student on The Chartered Governance Institute UK & Ireland (CGIUKI) Chartered Governance Qualifying Programme.
- 5.2 If you apply to transfer to the CGIUKI Qualifying Programme we will assess your examination record at your previous Division and will make a decision on any credit we will award against the CGIUKI Qualifying Programme.
- 5.3 We will only award credit against modules which you have already passed in your previous Division's scheme.
- 5.4 We will decide how much credit to award you, if any, and how many CGIUKI Qualifying Programme modules you need to take, and this decision is final.
- 5.5 In deciding which modules from the CGIUKI Qualifying Programme you will need to take, we will consider your examination record with your previous Division. If you have not taken examinations with a previous Division for more than five years, your application will be considered as a re-registration (see the section 'Re-registration as a Qualifying Programme student').

## **6 Time limit for completing the Qualifying Programme**

- 6.1 If you register with exemptions and need to complete two, three or four Qualifying Programme modules, you will complete these within four years of registering as a student. This includes the Fast Track entry route.
- 6.2 If you register with exemptions and need to complete five, six or seven Qualifying Programme modules, you will complete these within eight years of registering as a student.
- 6.3 If you register with no exemptions, you will complete all the Qualifying Programme modules within eight years of registering as a student.

## **7 Fee payment**

- 7.1 All fees are payable to the Institute in sterling. Other currencies will not be accepted.
- 7.2 You will pay the correct fees at the time that you register as a student and/or enter for any examinations.
- 7.3 We reserve the right either to withdraw your 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 our website [www.cgi.org.uk](http://www.cgi.org.uk).
- 8.2 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.
- 8.3 If you are paying the reduced rate and wish to sit an examination in a full-rate country, you must pay the full-rate fee for that examination.

## **9 Refunds**

- 9.1 You have the right to cancel and obtain a full refund of your initial registration fee and annual subscription fee by email or in writing within 14 days of payment provided you have not received any training nor services. Later cancellations will be subject to an administrative charge as set out on our website and will be made solely at the Institute's discretion and you will provide a reason for such cancellation. Clauses 10.10 and 10.11 below will 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@cgi.org.uk](mailto:enquiries@cgi.org.uk) or in writing to Membership Team, The Chartered Governance Institute UK & Ireland, Saffron House, 6-10 Kirby Street, London EC1N 8TS. Fees will only be refunded in sterling.

## **10 Entering for Chartered Governance Qualifying Programme examinations**

- 10.1 You may only enter for an examination if registered as a student of the Institute.
- 10.2 You may enter for a maximum of two examinations at each session.
- 10.3 When you enter for an examination 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 examination entry.
- 10.4 If you start the Qualifying Programme at the Foundation Programme level, you must successfully complete this examination before you may attempt examinations in Part One of the Qualifying Programme.
- 10.5 At Part One of the Qualifying Programme, you must successfully complete all the Part One examinations before you progress to the Part Two modules.
- 10.6 You will enter for the examinations before the closing date for entry, which is published on our website. Entries made after the closing date will not be accepted.
- 10.7 You must follow the examination entry process in the 'MyCG' area of our website and comply with all instructions for examination candidates in place from time to time at [www.cgi.org.uk](http://www.cgi.org.uk).
- 10.8 The examination entry will not be processed or confirmed until we receive the examination entry fees. If you submit the examination form without payment, you will not be entered for the examination.
- 10.9 If you do not indicate the examination session for which you are making an entry, you will be entered for the next available session by default.
- 10.10 If you want to change or defer your examination entry you will need to pay an administration fee for each request before we can process this, as costs will have been incurred.
- 10.11 After the closing date for entry for the examination, you will not be able to change your entry unless there are very exceptional circumstances and subject to clause 12 below.
- 10.12 After you make the examination entry, you may not transfer the examination fee to another module or to another student.
- 10.13 We will apply these rules for examination entry to all students of the Institute, but we will consider exceptions in individual cases if there is sufficient supporting evidence.

## **11 Access to the examination**

- 11.1 The examination will be online. It is your responsibility to log into the MyCG student portal when you enter for the examination to check that we have your correct email address.
- 11.2 You will be contacted by us at your email address and if you do not hear from us in the weeks leading up to the examination you must notify us at [examinations@cgi.org.uk](mailto:examinations@cgi.org.uk).
- 11.3 By entering for the examinations, you agree that you have read and will comply with these regulations: 'Instructions for examination candidates' and 'Code of Professional Ethics and Conduct'.
- 11.4 You must log into the MyCG student portal on a regular basis in the months leading up to the examination to check for updates and important information.

## **12 Postponing an examination**

- 12.1 If you are unable to sit an examination for reasons such as ill health or a close personal bereavement immediately before the examination, you may apply to postpone the entry until the next session.
- 12.2 Postponements are granted at the Institute's discretion and an application for postponement must be supported by medical certificate(s) and/or other relevant documentation. We 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 the Institute at [examinations@cgi.org.uk](mailto:examinations@cgi.org.uk) as early as possible in the examination session. If you are unable to contact us before the examination takes place, the latest you may contact us is two weeks after the date of the examination.
- 12.5 If we allow you to postpone an examination, you will need to take it at the next session. It will not be postponed to any session after this.
- 12.6 You will need to pay a fee for each module you postpone. See [www.cgi.org.uk](http://www.cgi.org.uk) for the applicable examination fees.

## **13 Absence from an examination**

- 13.1 If you are absent from an examination without the permission of the Institute, the session will still be counted within your time limit for completion of the Qualifying Programme and may be counted as a session at which you did not attempt any examinations.
- 13.2 If you are absent from an examination for a good reason, you may contact us to explain why. You should be aware of time limits for such notification which are set out in our guidance.

## **14 Examination results**

- 14.1 Examination results are published in the MyCG area of our website and are sent by email.
- 14.2 We have a formal appeal process, but you are not allowed to appeal the examination result on the sole grounds that you did not agree with the mark awarded. You should refer to our examination guidance if you want to enquire about the result.

- 14.3 If you believe any circumstance may have affected your performance in the examination, you may request that this be considered before results are released. You must inform us in accordance with the instructions outlined in our examination guidance.

## **15 Removal from the register**

We reserve the right to remove students from the register without refund of fees in the event of the following circumstances:

- 15.1 failing any exam four times;
- 15.2 not attempting any 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 the 'Code of Professional Ethics and Conduct';
- 15.5 non-compliance with our 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 fees.

## **16 Student agreement**

As a student, you agree:

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

## **17 Chartered Governance Institute UK & Ireland agreement**

As the examining and awarding body, the Institute will:

- 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 the Institute 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 Chartered Governance Qualifying Programme**

- 18.1 The Chartered Governance 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 you are studying, you will be informed in advance and we will provide details of how your current credits will transfer to the new programme as early as possible.
- 18.3 When such changes occur, our principles for transition will aim to change students over with like-for-like credits for any completed modules, but this is not always possible.

## **19 Termination of student status**

We reserve the right to terminate the student membership 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 the Institute, might be construed as bringing the Institute into disrepute or for any other reason which, in the opinion of the Institute, justifies such action.

## **20 Force majeure**

We will 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 will continue to be binding and in effect.

## **22 Governing law**

The agreement and all rights and obligations of the parties hereto will 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**

The Institute 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. Our privacy policy is incorporated into and forms part of this Agreement and is available at <https://www.cgi.org.uk/privacy> as amended from time to time.

## **24 Statutory rights**

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