

# Student rules and regulations for Certificate courses

## Definitions

'The Institute', 'We', 'Us', and 'Our' means 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 Certificate programme

- 2.1 You may register as a student on the Certificate programme at any time but will need to check the course start dates to determine when the next programme will commence.
- 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 course fee in full.
- 2.4 You 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 you submit during the course.
  - Digital copies of the syllabus, study materials and online study support area.
  - One examination entry (see Section 8, below).
- 2.6 If you don't pass the course with your first examination entry you must pay the examination entry fee to resit.
- 2.7 If you don't pass the course with your first resit, and wish to continue, you must pay the course fee in full again.

### **3 Course cancellation or deferral**

- 3.1 If you have registered on the course and wish 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 you are allowed to defer, you would need to join the next scheduled course.

### **4 Re-registration as a student on the course**

- 4.1 If you were registered as a student in the past but did not pass the examination within the time limit for completion, you will usually be required to re-register for the course and pay the full registration fee.
- 4.2 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 Fee payment**

- 5.1 All fees are payable to the Institute in sterling. Other currencies will not be accepted.
- 5.2 You will pay the correct fees at the same time that you register for the course and/or enter for any examinations.
- 5.3 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.

### **6 Refunds**

- 6.1 You have the right to cancel and obtain a full refund of your course 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 8.8 and 8.9 below will 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@cgi.org.uk](mailto:enquiries@cgi.org.uk) or in writing to Member Services, The Chartered Governance Institute UK & Ireland, Saffron House, 6-10 Kirby Street, London EC1N 8TS. Fees will only be refunded in sterling.

## **7 Course rules**

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

## **8 Entering for examinations**

- 8.1 To successfully complete the course, you must sit and pass the relevant examination within four attempts.
- 8.2 As part of the course registration process, you 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 You must attempt the examination within two years of completing the scheduled course content.
- 8.4 You must pass the examination within three years of your initial registration on the course.
- 8.5 If you are entering to sit an examination after the initial point of registration (for example, to enter for a postponed examination or to re-sit), you will enter for the examination before the closing date for entry, which is published on our website. Entries made after the closing date will not be accepted.
- 8.6 You must follow the examination entry process in the 'Manage my exams' section of 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).
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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 10 below.
- 8.11 After you make the examination entry, you may not transfer the examination fee to another module or to another student.

- 8.11 We will apply these rules for examination entry to all of our students, but we will consider exceptions in individual cases if there is sufficient supporting evidence.

## **9 Access to the examination**

- 9.1 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.
- 9.2 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 [exams@cgi.org.uk](mailto:exams@cgi.org.uk).
- 9.3 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'.
- 9.4 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.

## **10 Postponing an examination**

- 10.1 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.
- 10.2 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.
- 10.3 Postponements due to work commitments are not permitted under any circumstances.
- 10.4 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.
- 10.5 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.
- 10.6 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.

## **11 Absence from an examination**

- 11.1 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 programme and as a session at which you did not attempt any examinations.
- 11.2 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.

## **12 Examination results**

- 12.1 Examination results are published in the MyCG area of our website and are sent by email.

- 12.2 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.
- 12.3 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.
- 12.4 Following the release of results, you will receive a printed certificate by post, send to the address recorded in our database. You must inform us in advance for the certificate to be sent to a different address.

### **13 Progression**

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

### **14 Removal from the register**

- 14.1 You will be removed from the student register, following completion of the course, if you have not upgraded to Affiliated membership within two years of your initial registration (or within three years if you deferred your course).
- 14.2 We also reserve the right to remove students from the register without refund of fees in the event of the following circumstances:
- failing any examination four times;
  - not attempting any examinations for a period of two years;
  - not completing the examination within the required time limit as set out in these regulations;
  - breach of the 'Code of Professional Ethics and Conduct';
  - 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 examination invigilators;
  - non-payment of student membership fees.

### **15 Student agreement**

As a student, you agree:

- 15.1 to abide by these student rules and regulations, examination guidance rules and '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 will take place;
- 15.3 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;
- 15.4 to inform us of any breaks or delays in your study programme which prevent you from taking any examinations over two consecutive examination sessions;
- 15.5 to keep any information provided by us and any correspondence with us confidential;

- 15.6 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;
- 15.7 to be responsible for all fees and charges and to pay all such fees and charges as stipulated by the Institute in relation to our 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 the Institute including its rights in course materials and examination questions.

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

As the examining and awarding body, the Institute will:

- 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 the Institute 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 Certificate content**

- 17.1 The content of our 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 you are registered, 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.
- 17.3 When such changes occur, our 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 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.

## **19 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.

## **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 will continue to be binding and in effect.

## **21 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.

## **22 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.

## **23 Statutory rights**

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