

Student rules and regulations for Level 4 Certificate in Corporate Governance

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 in Corporate Governance

- 2.1 You may register with The Chartered Governance Institute as a student at any time.
- 2.2 You must use the Level 4 Certificate in Corporate Governance online registration process on our website, www.cgi.org.uk.
- 2.3 When you submit your form you also need to pay the full fee.
- 2.4 You will not be registered as a student until payment of the fee has been received in full.

3 Re-registration as a Certificate in Corporate Governance student

- 3.1 If you were registered as a Certificate in Corporate Governance student in the past but let your student status lapse, you may be able to re-register as a student and continue your studies.
- 3.2 If you apply to re-register as a student, you will need to pay the full registration fee, but we will consider reducing this fee if you have already paid other student fees at the time of registration. Such decisions are made on a case-by-case basis at our discretion.
- 3.3 Any students who have previously been removed from the 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.

4 Fee payment

- 4.1 All fees are payable to the Institute in sterling. Other currencies will not be accepted.
- 4.2 You will pay the correct fees at the same time that you register as a student and/or enter for the examination.
- 4.3 We reserve the right either to withdraw a student's examination entry or withhold examination results until any outstanding fees are settled in full.

5 Refunds

- 5.1 You have the right to cancel and obtain a full refund of your initial registration fee by email or in writing within 14 days of payment provided you have not received any training or services. Later cancellations will be subject to an administrative charge as set out on our website and will be made solely at our discretion. You will provide a reason for such cancellation. Clauses 6.8 and 6.9 below will apply to examination cancellations by the student and clause 8 to application for postponement of examinations by the student.
- 5.2 Applications for refunds must be sent to 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.

6 Entering for the examination

- 6.1 The Certificate in Corporate Governance is assessed by examination. You may only enter for this examination if you are registered as a student.
- 6.2 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.
- 6.3 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.
- 6.4 Your first application to enter for the Certificate in Corporate Governance examination should be made when you register. If you need to take the examination again, you would need to complete an examination re-sit form.
- 6.5 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.

- 6.6 If you do not indicate the examination session for which you are making an entry, you will be entered for the next available examination session by default.
- 6.7 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.
- 6.8 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 8 below.
- 6.9 After you make the examination entry, you may not transfer the examination fee to another module or to another student.
- 6.10 In the event that you receive a fail result, you have up to three attempts to re-sit the examination. You will need to apply to re-sit using the relevant form at the next examination session.
- 6.11 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.

7 Access to the examination

- 7.1 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.
- 7.2 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.
- 7.3 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'.
- 7.4 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.

8 Postponing an examination

- 8.1 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.
- 8.2 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.
- 8.3 Postponements due to work commitments are not permitted under any circumstances.
- 8.4 A student applying for postponement must contact the Institute at 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.
- 8.5 If we allow you to postpone an examination, you will need to take it at the next session.
- 8.6 You will need to pay a fee for each module you postpone. See www.cgi.org.uk for the applicable examination fees.

9 Absence from an examination

- 9.1 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 Certificate and will be counted as a session at which you did not attempt any examinations.
- 9.2 If you are absent from an examination for a good reason, you can contact us to explain why. You should be aware of time limits for such notification which are set out in our guidance.

10 Examination results

- 10.1 Examination results are published in the MyCG area of our website and are sent by email.
- 10.2 We have a formal appeal process, but you are not allowed to appeal the examination result on the 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.
- 10.3 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.

11 Completion of the Certificate in Corporate Governance

- 11.1 You are allowed four attempts to pass the Certificate in Corporate Governance examination.
- 11.2 You need to pass the examination within three years of your initial registration on the Certificate in Corporate Governance.
- 11.3 Your certificate will be issued when you have passed the Certificate in Corporate Governance examination, following the release of your result.
- 11.4 Your certificate will be sent by post to the address you have provided on registration. You will need to let us know if you want the certificate sent to a different address.

12 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:

- 12.1 Failing the Certificate in Corporate Governance examination four times.
- 12.2 Not attending the examination for a period of two years.
- 12.3 Not passing the examination within the required time limit of three years.
- 12.4 Breach of the 'Code of Professional Ethics and Conduct'.
- 12.5 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 examination invigilators.
- 12.6 Non-payment of student fees.

13 Student agreement

As a student you agree:

- 13.1 To abide by these student rules and regulations as stipulated from time to time.
- 13.2 To undertake the appropriate course of study under your own responsibility as to how, when and where such study will take place.
- 13.3 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 your course.
- 13.4 To inform us of any breaks or delays in your study programme which prevent you from taking any examinations over two consecutive sessions.
- 13.5 To keep any information provided by us and any correspondence with us confidential.
- 13.6 To be responsible for any consequences arising out of the publication, loss or disclosure by you of your online registration information such as MyCG username and password.
- 13.7 To remain responsible for all fees and charges and to pay all such fees and charges as stipulated by the Institute for the course.
- 13.8 Not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of the Institute.

14 Chartered Governance Institute UK & Ireland agreement

As the examining and awarding body, the Institute will:

- 14.1 Make available at regular intervals the assessment opportunity necessary to complete each module;
- 14.2 Provide such assessment opportunities at the arranged date and time, unless exceptional circumstances, such as breach of examination security, prevent this;
- 14.3 Provide assessment materials and an assessment process which involves rigorous procedures of moderation and quality assurance;
- 14.4 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;
- 14.5 Publish guidance and policies relating to study and assessment;
- 14.6 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;
- 14.7 Treat students with courtesy and respect;
- 14.8 Treat students fairly and consistently; and
- 14.9 Deliver a high quality service to students.

15 Changes to the Certificate in Corporate Governance

- 15.1 The Certificate in Corporate Governance is regularly reviewed and the content, title and style of assessment may change.
- 15.2 If major changes to the Certificate occur while you are studying, you will be informed in advance.

16 Termination of student status

We reserve 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 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.

17 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.

18 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.

19 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.

20 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.

20 Statutory rights

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