

# **Leading Governance Programmes Terms and Conditions**

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# Introduction

The following terms and conditions (“Conditions“) apply to purchase of a Leading Governance Programme run by the National Governance Association (“NGA”).

In these Conditions ‘Programme’ means the following listed below:

- The Development Programme for Clerks (Clerks)
- The Development Programme for Chairs (Chairs)
- The Development for MAT trustees programme of workshops (MAT trustee)
- Any workshop(s) that form part of the MAT trustee programme
- The Development for SAT trustees (SAT trustee)
- Any workshop(s) that form part of the SAT trustee programme

## 2. How to view our rules, regulations, policies and procedures

Please contact us if you are unable to access these documents, if you require these documents in another format or if there is anything in them that you are unsure about and want to discuss with us before you register.

**We recommend that you download and save a copy of these Conditions and the linked documents for future reference.**

## 3. Your agreement to register as a participant

### a) Who we are

The National Governance Association is incorporated as a company limited by guarantee (3549029) and is a registered charity in England & Wales (1070331). Our registered address is 36 Great Charles Street, Birmingham, B3 3JY. Our VAT number is 878574457.

### b) The terms of the agreement between the NGA and you

When NGA formally accepts in writing (by email) your application to register to study a Programme with us by offering you a place, we are entering into a legal agreement with each other for educational services (the Agreement). These Conditions contain the terms of that contract. They incorporate and are subject to relevant rules, regulations, policies and procedures of NGA which are referred to in this document. Together, they set out the rights and responsibilities of NGA and yourself which will apply while you are a registered participant in a Programme to you and also to the organisation which may have paid the fees under the Agreement and made the booking for you. You can find the policies online by clicking on the links in this document.

Please read these Conditions carefully and make sure that you understand them and what is expected of you and what you can expect from us. If there is anything in the Agreement, in these

Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please [contact us](#) before you complete your registration.

Should any details in the Agreement be incorrect:

- If you are registering online you can go back and change them;
- If you are registering by telephone, please ensure that our advisor is given the correct details and has confirmed them to you;

## c) Abandoning your application

If you want to withdraw your application before you complete your registration, please contact NGA and we will cancel your application.

## d) Entire agreement

Subject to paragraph 3e) below, your Agreement together with these Conditions and any policies and regulations which are referred to in them is the entire agreement between us. If, at any time, any NGA employees or agents have said anything inconsistent with these Conditions, the terms in this agreement will always take priority.

## e) Additional conditions

NGA may impose conditions on your study or vary the terms on which you study and your access to services and facilities, notwithstanding anything in these Conditions or the rules, regulations, policies and procedures if, in the opinion of NGA, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of Programme participants, staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

## f) Application of English law

These Conditions, the Agreement, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

## g) Summary of the main terms of the contract between us

This section sets out a brief summary of the main terms of your contract to study with NGA. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.

1. The Agreement is a legally binding agreement between you and NGA to study the Programme you have chosen. You have the statutory right to cancel the Agreement in accordance with the terms of paragraph 5b) below.
2. Although all or some of the tuition fees for your Programme may be funded by a third party you remain liable to pay any unfunded element. You will also be liable if the fees are not paid by the third party or if they are paid and you are subsequently liable to repay all

or part of the funded element because you withdraw or are withdrawn from the programme. If you do not pay your fees, NGA can end this agreement and/or can take legal action to recover unpaid fees from you.

3. There may be additional costs of study (for example, travel to a venue) and other charges which you will have to pay in order to complete your studies successfully.
4. You are agreeing that we can use your personal information to maintain your participant record, to provide support for your studies and for other facilities. We will only share your information with others in accordance with our Data Protection Policy.
5. We will provide you with the Programme materials and learning support described in the Programme description on our website.
6. You agree to study the Programme, make reasonable use of any support provided and to carry out the completion activities as required for the Clerks and Chairs Programmes.
7. On the Development for Clerks Programme there is no guarantee of academic success. NGA will use its academic judgement to decide whether you have met the Programme completion requirements and learning outcomes for the Programme that you are studying. If you do, you will receive an award as follows.

Programme	Award	Level
Clerk	Certificate	3

If you study the Development Programme for Clerks and fail to achieve the level of attainment or progress then you will be eligible for a Certificate of Attendance only. Please refer to the Programme Completion and Award Protocol.

8. In order to complete a Programme you will have to meet the Programme completion requirements. On the Development for Clerks Programme, in some circumstances you will be given an opportunity to restudy any required element or resubmit any required work.
9. If you wish to cancel, withdraw, defer, transfer your place or offer your place to another person you may do so in accordance with the rules in paragraph 5 below.
10. NGA can apply conditions to your study or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, to ensure that others are able to complete a Programme free from unreasonable disruption or to comply with statutory responsibilities.
11. If following your registration for a Programme NGA decides that there are not sufficient participants to run a cohort of the Programme for you then it will notify you and offer you an alternative cohort if one is available; if you choose not to attend the alternative and have already paid any fees NGA will terminate the Agreement and any fees paid will be refunded to you within 14 days and NGA shall have no further liability to you including for any consequential loss or loss of opportunity.
12. There may be some exceptional circumstances in which we are unable to provide the Programme (or elements of it) you have registered for including for example those in mentioned in paragraph 6 below and if this does happen, we will provide you with advice and guidance and, if possible, a reasonable alternative. If a reasonable alternative is not available and as a result of the Programme change NGA is not able to award you completion of the Programme, NGA will terminate the Agreement and refund any fee that

you have personally paid, and NGA shall have no further liability to you including for any consequential loss or loss of opportunity.

13. NGA can terminate the Agreement if:

- a) You have provided us with false or misleading information;
- b) You have not done something you were required to do to as a condition of your registration (for example on the Development for Clerks Programme, to obtain support of your governing board);
- c) Your conduct towards other participants or NGA staff or consultants is, in NGA's view unprofessional or in breach of expected standards
- d) You do not pay your fees on time;
- e) If you seriously breach expectations of acceptable behaviour as set out in these Conditions

14. If you are completing the Development for Clerks Programme you will be given access to NGA's learning management system ("Leading Governance portal"), which you must use responsibly and in accordance with the [Participant Code of Conduct](#).

15. You must provide us with your contact details and keep them up to date.

16. We will communicate with you by email. It is your responsibility to check for messages regularly.

## 4. Your Programme

### a) Registration

Your application to register to study a Programme is subject to you satisfying NGA that:

- you have read and agreed to these Conditions;
- you have met any eligibility requirements (for the Development for Clerks and Chairs programmes see [The Leading Governance Programmes Eligibility Policy](#) which contains criteria which a person must meet on registration and during the Programme)
- you have met any additional conditions applied to your study under paragraph 3e) above; and
- you have not been suspended or excluded from participating in study or expelled from NGA as a member or a participant in any of its Programmes or other courses; and
- you have paid the relevant fee or provided an approved payment method and/or the relevant fee has been paid for you.
- Your registration will take effect when NGA confirms formally (by letter or by email) that they have accepted your application to register.

## b) Learning materials, Programme resources and participation

You will be registered on the Programme shown in the Agreement, and

- i. during the Programme you will be provided with Programme materials, including for the Development for Clerks and Chairs Programmes any learner support, mentoring, and feedback described in the relevant Programme information available on the NGA website;
- ii. for the Development for Clerks Programme (which is formally assessed) you agree to study the Programme materials, participate in the learning activities and submit the Programme work at the times and in the format specified;
- iii. if you are a registered student of NGA on the Development for Clerks Programme you will have access to the Leading Governance portal and the Virtual College support helpdesk to help you use it;
- iv. to support the quality assurance of the Programme you will be invited to provide evaluations of the Programme at the times and in the manner requested by NGA;
- v. you will be notified of the final submission date for your Development for Clerks Programme, by which time you must have completed the learning activities and made the required submissions;
- vi. for the Development for Clerks programme the learning materials, Programme resources, access to Learning Link and help desk will cease to be available to you after the Programme end date, whether or not you have completed the learning activities and submitted by that date unless an extension has been agreed with NGA in which case the availability of the above will be until the end of the period of extension or as otherwise set out in the notification of extension.

## c) Assessment of Programme Completion – Development for Clerks Programme only

NGA has a [Programme Completion and Award Protocol](#) which will apply to our assessment of your engagement with and completion of the Development for Clerks Programme. NGA will apply its academic judgement to determine the extent (if any) to which you have met the learning outcomes and engaged satisfactorily with the Programme using the [Programme Completion and Award Protocol](#).

## d) Notification of relevant disabilities

If you have told us that you have a disability which might affect your studies or completion of the Programme or any element of it, NGA requests that you provide us with any further information that we ask you for in order that we may comply with our responsibility to make reasonable adjustments under the Equality Act 2010.



## 5. Cancellation, withdrawal, deferral, transfer or changing participant

A participant’s rights and obligations in relation to cancellation, withdrawal, deferral, transfer or changing a participant are described below in this section. The rights are helpfully summarised in the table below but you will need to refer to the detailed wording.

Programme	Cancel	Withdraw	Defer entire programme (or remaining sessions)	Transfer to another session	Change participant
Clerks	Within 14 days after place confirmed	Yes	Once	Two sessions	No
Chairs	Within 14 days after place confirmed	No	Once	Two sessions	No
MAT trustee (whole programme 1 participant)	Within 14 days after place confirmed	No	Once	Two sessions	No
MAT trustee (whole programme 2+ participants)	Within 14 days after place confirmed	No	No	Two sessions	For one workshop only
MAT trustee (1-7 individual workshops)	Within 14 days after place confirmed	No	No	No	For one workshop only
SAT trustee (whole programme 1 participant)	Within 14 days after place confirmed	No	Once	Two sessions	No
SAT trustee (whole programme 2+ participants)	Within 14 days after place confirmed	No	No	Two sessions	For one workshop only
SAT trustee (1-6 individual workshops)	Within 14 days after place confirmed	No	No	No	For one workshop only

## a) Changing or withdrawing your registration before completion

If you wish to change your Programme before you have completed your registration please make the changes before you proceed.

If you want to withdraw your application before you are registered, you should not proceed with your registration. Until you have received confirmation from NGA that you are registered and are being offered a place (ie the Agreement is in place) then please [contact us](#) to tell us and we will withdraw your application.

## b) Cancellation (available for all Programmes, including individual workshops)

Cancellation of your Agreement is only permitted as set out below.

You have a right to cancel within 14 days of receiving confirmation of your place and the making of the Agreement. To exercise this right, you must notify NGA in writing of your decision to cancel by making a clear statement either in an email to [leading.governance@nga.org.uk](mailto:leading.governance@nga.org.uk) or by letter to Leading Governance Administration Team, National Governance Association, 36 Great Charles Street, Birmingham B3 3JY to which must be received within the 14 day period. NGA bears no liability for lost, stolen delayed or damaged post or email.

If you exercise this right to cancel before the Programme start date you will receive a full refund of the Programme fee you have paid or a waiver of any fees you are liable to pay for that Programme.

If you exercise this right to cancel after the Programme start date you will be charged for the value of any services received through attending sessions but will be refunded for any services not received. You will also be refunded for any Programme materials received from NGA provided that these materials are returned to NGA as new within 14 days of the cancellation being notified to NGA and the amount of any refund will depend on the condition of the materials when received by NGA.

## c) Withdrawal from a Programme (available for individuals studying entire Programmes only, not individual workshops)

Sometimes a participant may want to just cease their studies (i.e. withdraw). If you are thinking of withdrawing it is important that you [contact us](#) to tell us. Withdrawal from a Programme is only permitted as set out below.

- i. NGA allows a participant on the Development for Clerks Programme to withdraw from the Programme by notifying NGA by email to [leading.governance@nga.org.uk](mailto:leading.governance@nga.org.uk).
- ii. Where a participant does not inform NGA of their wish to withdraw, and yet ceases to continue their engagement on the Development for Clerks Programme for a period of 6 weeks NGA reserves the right to issue 28 days' notice of the participant's withdrawal from the Programme.

- iii. If NGA is of the view that you are not engaging satisfactorily with the Programme for which you are studying and notifies you that it deems that you have withdrawn from the Programme all other provisions will apply to you as if you had notified withdrawal yourself.
- iv. Where NGA does not receive payment for the participant's place on any Programme, NGA reserves the right to issue 7 days' notice of the participant's withdrawal from the Programme. If the participant contacts NGA within 7 days of the date of such withdrawal having provided payment or secured an agreed payment method to the satisfaction of NGA, then NGA will cancel the notice of withdrawal.
- v. Once a participant has withdrawn or has been withdrawn from their Programme, they will no longer have access to the learning materials and Programme resources or workshops and they will not be able to participate in any learning or assessment activities.
- vi. On withdrawal from a Programme the participant shall have no right to a refund.

## d) Deferral (available to an individual studying all elements of an entire Programme, not individual workshops)

Sometimes, due to personal circumstances, a participant will be unable to continue their Programme and would wish to return to complete the Programme at a later date. If you are thinking of deferring it is important that you [contact us](#) to tell us.

- i. NGA therefore allows a participant completing all elements of a Programme to defer once for up to 12 months in specific circumstances.
- ii. A participant may only defer where they reasonably believe they will be able to return to the Programme within 12 months of the date of deferral; outside of these circumstances participants should consider withdrawal. Deferrals of more than 12 months will not be permitted.
- iii. In order to defer you must submit a completed NGA Deferral Request Form, including confirming the cohort or date you intend to return to the Programme. NGA will respond to the request within 10 working days of receipt.
- iv. Where a request is granted the participant will be considered deferred and will no longer have access to the Programme materials and Programme resources and they will not be able to participate in any learning or assessment activities until their return.
- v. Where a participant's request is denied, then NGA will discuss with the participant whether continuation or withdrawal is the best option based on the participant's circumstances.
- vi. NGA will support participants to return to the programme as far as it is able. However, it cannot guarantee a later cohort will be available within the 12-month period.
- vii. Development for Clerks Programme only: if a participant does defer and returns to join a later cohort then provided that the participant's previous engagement with the Programme is satisfactory this participation can be credited, and the participant will only be required to complete the remaining elements of the Programme. However, if a change in the participant's circumstances mean that the work in progress on any element is no longer relevant (e.g., the participant may no longer govern or work at the same school and so may need to develop a new action plan or school-based project) then the participant will be required to recommence any such element.

- viii. If a participant defers and subsequently does not contact NGA to arrange for a return within the 12-month period NGA will consider the participant withdrawn.
- ix. For the avoidance of doubt the right to defer is only available to an individual completing all elements of an entire Programme. It is not available to individuals completing specific elements of a Programme.

## e) Transfer (available only for an individual studying an entire Programme or where a board has booked an entire MAT or SAT programme to be shared, not individual workshops)

NGA understands that sometimes there are circumstances where a participant may wish to transfer to the same workshop running at another time and forming part of another existing cohort of the Programme if one is available.

- i. If a cohort or sessions is or are available, then NGA may in its absolute discretion allow a transfer but shall not be obliged to do so.
- ii. A request to transfer can only be made in relation to two workshops from the Programme.
- iii. Should a request be made by a participant on the Development for Clerks or Chairs Programmes, NGA and the participant will first need to agree if and how the participant will have the opportunity to complete all Programme elements.
- iv. If you would like to request a transfer, please email [leading.governance@nga.org.uk](mailto:leading.governance@nga.org.uk) at least 14 days in advance of the time of the workshop you wish to transfer from and NGA will respond to the request within 10 working days of receipt.
- v. For the avoidance of doubt the right to request a transfer is only available where the participant is either completing an entire Programme alone or, on the MAT or SAT Programme, where the participant's governing board has booked an entire Programme of workshops and these are being shared between board members. It is not available where a participant has booked less than the entire Programme of workshops.

## f) Changing the participant (available only to participants on the Development for MAT and SAT Trustee Programmes other than those studying the entire Programme)

NGA understands that sometimes a participant who has booked a workshop will, due to unforeseen circumstances, be unable to attend the workshop

- i. Where a participant has booked a specific workshop or workshops on either the Development for MAT trustees or Development for SAT trustees Programme (as opposed to all workshops in the Programme) but is unable to attend the participant may instead request that their workshop place be offered to a fellow trustee from their board provided that the participant:

- a. notifies NGA by email to [leading.governance@nga.org.uk](mailto:leading.governance@nga.org.uk) of their request at least 72 hours in advance of the start time of the workshop including the name and email address of their fellow trustee; and
  - b. obtains advance permission for the transfer by email from NGA.
- ii. NGA may in its absolute discretion permit such a change but shall not be obliged to do so and may also specify conditions to be met before the alternative participant be allowed to take up the place of the original participant.
  - iii. Where an entire Programme has been booked by a trust board and is being shared only one request to change participant can be made for that board. Where a booking has been made for an individual for specific workshops only one request is permitted regardless of the number of Programme workshops booked. Subsequent requests are not permitted.

## 6. Our rights to make changes to the programme

### Circumstances beyond our control

NGA will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts, illness or industrial disputes. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

### Maintenance of academic standards

NGA may suspend or cancel registrations and enrolments for a Programme where in NGA's reasonable view it is unable to guarantee academic standards at the start date of the Programme:

- i. where too few participants have registered or enrolled for the Programme to enable NGA to provide an appropriate learning experience and/or completion opportunity in order to meet the learning outcomes of the Programme; or
- ii. in the case of the first presentation of a Programme only, where notice has been given during the registration process that the Programme is under development or subject to accreditation or validation, as the case may be, and the NGA is unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the Programme starts; or
- iii. for any Programme there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened .or that requires significant change in order to maintain the currency or academic standards of the Programme or the academic reputation of NGA that NGA is not reasonably able to make before it starts; or
- iv. there has been an unforeseen withdrawal of accreditation or validation for a Programme since registration opened that NGA is unable to resolve before the Programme starts.

NGA will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

### **Short-term changes to learning, teaching and assessment arrangements**

NGA may have to postpone, re-locate, re-structure or cancel face to face sessions, virtual sessions, online learning and other activities, mentoring calls, and other Programme elements due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, short notice absence of consultants, facilitators, mentors or other staff, short notice unavailability of premises, facilities or materials. NGA will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

## **7. Payment of any fees and refunds**

### **a) Payment of fees**

When you register as a participant on a Programme you agree that you will pay any fees and other charges which are due in respect of your studies on the Programme you have chosen to study. You will be provided with information about those fees and charges, when they are due and how they may be paid, before you register. You agree to the fee on the NGA website at the time of your Agreement.

The fee will cover the tuition, and materials for the Programme and for the Development for Clerks Programme, mentoring support and access to the Leading Governance portal.

If you require a further set of materials, further access to the Leading Governance portal or further tuition or support or an additional certificate of completion NGA may require you to pay an additional fee in advance.

If you are eligible to re-attend or otherwise restudy any Programme element or resubmit any work you may be required to pay an additional fee for this before the element or work is resubmitted.

The fee you pay does not cover the costs of travel and subsistence to and from any face to face teaching or mentoring sessions or for virtual online Programmes, the costs of any participant, equipment, internet access, Programme material printing all of which are entirely your responsibility.

### **b) Refund of fees**

Other than the circumstances listed below there is no entitlement to a refund for any Programme and the participant shall remain liable for any fees unpaid even if they have not completed the Programme.

- i. For valid cancellation within 14 days of NGA will pay a refund on the basis set out in paragraph 5b) above
- ii. If NGA terminates the Agreement under paragraphs 3g)11 or 3g)12 above NGA will pay a full refund

- iii. If a participant withdraws from the Development for Clerks Programme there will be a 25% refund of the programme fee if the withdrawal occurs up to the completion of Unit 2b after which there is no entitlement to a refund and the participant will be charged the full Programme fee.
- iv. An entitlement to a refund under paragraph 14d) below.

## c) What NGA may do if you fail to pay fees and charges

If NGA has accepted your registration and, for any reason, your payment is cancelled or withdrawn (for example a credit or debit card payment is not honoured by your bank), NGA may cancel your registration even if you have started studying. You will be given notice of cancellation of your registration or withdrawal and an opportunity to be reinstated if you contact NGA within 7 days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method.

If your registration or enrolment is cancelled, you will remain personally liable to NGA for all of the fees which are due up to the date of the cancellation. If you do not pay those fees, you will be in debt to NGA and NGA may take action to recover the debt.

If you are in debt to NGA, we will:

- Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you reasonable opportunity to take that action before any further liability is incurred;
- Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you;
- Take all reasonable steps including legal action to recover those fees and other charges from you;
- Not allow you to undertake further study for which any further tuition fees or other charges may become due unless you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.

If NGA continues, at its discretion, to provide tuition, facilities or services or allow further registration or enrolment to students who are in debt to us, we reserve the right to take the actions shown above at a later date.

## 8. Your personal information

The personal information which NGA has collected and holds about you in our records is shown in NGA's [Leading Governance Privacy Policy](#).

When you register to study on a Programme you will be explicitly asked to give NGA permission use and process your data. This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies and to monitor your engagement with the Programme, for quality assurance and other reporting purposes and for making judgements.

NGA uses the information that we hold in our records to process your registration, to keep in touch with you and to provide services and facilities, so it is important that it is correct. It is your

responsibility to keep your personal information up to date and to notify NGA of any changes or errors. You must notify NGA within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details.

You may change your personal information by confirming your old and new details in writing, either by email or letter. If you are making a change to your name, NGA retains the right to ask for proof of name (e.g. a deed poll or statutory declaration) if we suspect that this service is being abused.

If you are awarded any qualification of NGA, any certificate in respect of that qualification will be issued in or by reference to the name that we hold in our records at the point when your qualification is conferred.

Your certificate will not be amended or reissued in or by reference to a different name if a change of name is notified after the date your qualification is conferred except

- in the case of an error by NGA in recording your personal details
- or, if a request is made as a result of an individual's trans identity

In the circumstances above any such certificate will be issued free of charge.

NGA will supply a duplicate certificate in the same name as the original where you have submitted a request for a duplicate certificate which has been accepted by the NGA and have paid an administration fee of £30. All duplicates will be marked to show that they are duplicates.

## 9. Appeals (Development for Clerks Programme only)

If you would like to make an appeal regarding your completion of the Clerks Development Programme or the making of an award, please refer to the policy and procedure in the [Programme Completion and Award Protocol](#) (Development for Clerks).

## 10. Complaints

If you would like to make a complaint or appeal related to any Programme, please refer to the [NGA Complaints Policy](#).

## 11. Participant discipline

### a) Development for Clerks and Chairs Programmes

For participants on the Development for Clerks and Development for Chairs Programmes NGA has a [Participant Code of Conduct](#). When you register to study with NGA on one of those Programmes you agree to be bound by that code. Breach of that code may result in you being suspended from study, from access to facilities and resources or being expelled from a Programme.



## b) Other Programmes

Participants are expected to display the good conduct expected of those involved in education and governance and to comply with the expectations set out below, refraining from inappropriate behaviour and misconduct.

Unfortunately, in rare cases NGA may have to ask that a Participant does not take up their place or to leave a Programme during its delivery due to unprofessional standards of behaviour and it reserves the right to do this and take any other action it deems appropriate to protect other Programme participants, itself, its staff and consultants. This action may include informing the third party who paid Programme fees of the circumstances and the action taken. If such action is necessary, any fee paid will not be refundable.

Below are examples of standards expected of Participants and inappropriate behaviour.

### **Expected standards of behaviour**

Participants are expected to:

- Show respect and care for other participants and NGA staff, facilitators and mentors
- Commit to the learning on the Programme
- Join the Programme from a suitable, private environment free from interruptions, noise and distractions
- Ensure use of IT equipment and internet connection suitable to allow easy access to the Programme
- Attend the Programme on time, properly prepared
- Provide balanced and constructive feedback as to your experience of the Programme
- Inform NGA as soon as possible if the participant needs additional support with their learning due to a disability or learning difficulty
- Play an active part in promoting respect and challenging any form of discrimination or abuse
- Keep confidential information shared with you by other participants in class or on an individual basis and observe any ground rules as to confidentiality and anonymity
- Follow the reasonable instructions of NGA, its staff and representatives

### **Examples of Inappropriate behaviour**

All participants are expected to refrain from inappropriate behaviour of any sort including for example

- Behaviour or language which is hostile or shows prejudice towards individuals based on their disability, gender, race, religion, gender identity or sexual orientation
- Incorrect use of Programme materials
- Any behaviour inconsistent with the standards of good behaviour listed above

## 12. Your NGA Leading Governance portal account (Development for Clerks Programme only)

### a) Provision of a Leading Governance portal account

NGA will provide you with a secure Leading Governance portal account. It is your responsibility to keep your account secure and confidential. You must comply with our [Participant Code of Conduct](#).

### b) Keeping your account secure

You must notify the NGA Leading Governance team as soon as reasonably practicable using [these contact details](#) if you think that there has been any loss of security on your Leading Governance portal account.

If you do not comply with paragraph 11a) above, you will be liable for any fraudulent transactions relating to your registration.

### c) Sharing information in online activities

Your Leading Governance portal account enables you to participate in online activities. When you participate in these activities, your name, preferred email address, and the content you contribute, will be displayed online to students and NGA and Virtual College staff and your Facilitator who have a need to see the information concerned.

By entering into this agreement, you expressly consent to this information being processed as explained above; and to the [Virtual College Terms and Conditions](#).

You can find the Virtual College Privacy policy [here](#).

## 13. How we will communicate with you

### a) Your email address

You must provide us with a valid email address, which we will use to correspond with you. You must inform NGA of any changes to your preferred email address by emailing [leading.governance@nga.org.uk](mailto:leading.governance@nga.org.uk).

### b) Communicating with you by email

It is your responsibility to check your email regularly. You will be sent important information about your registration as a participant and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that emails from NGA are sent to your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from NGA.

## 14. NGA's right to cancel your registration

### a) Failure to supply information and comply with obligations

NGA may cancel your registration and terminate the Agreement at any time if:

- i. we find that you have given us information which is untrue or misleading;
- ii. you fail to pay your tuition fees as set out in paragraph 7 above;
- iii. you breach any of these Conditions (and any of the other rules and regulations referred to in it);
- iv. you are excluded from study by NGA as a result of a breach of the [Participant Code of Conduct](#) or expected standards of behaviour referred to in 11b) above;

### b) Failure to meet eligibility requirements

NGA may also cancel your registration if you have ceased to meet one of the following conditions that is a requirement of that Programme:

- i. fitness to practise a specified profession or role;
- ii. maintenance of professional standing;
- iii. being employed or engaged in a specified role, capacity or profession.
- iv. any other eligibility criteria published by NGA in relation to the Programme you are studying.

### c) Your obligation to keep NGA informed

You must inform the NGA in writing if at any time while you are a registered participant you cease to meet any of these conditions which apply to you in connection with your studies.

You are entirely responsible for the information you provide on registration and for ensuring that any entry requirement is maintained during your registration on the Programme.

### d) Entitlement to refund of fees for failure to meet entry requirements

If your registration or enrolment is cancelled after the Programme start date because you have not met an entry requirement or condition you will not be entitled to a full refund/fee waiver of the relevant Programme fees at NGA's discretion. However, if it subsequently comes to NGA's attention that at the time of registration you expressly informed NGA that you did not meet or may not meet any entry requirement or condition and NGA then cancels your registration you will be entitled to a refund of any fees already paid but NGA will have no further liability in respect of this.

## e) Consequences of cancellation of registration

If NGA cancels your registration for a Programme your Agreement will terminate and we will not send you any further Programme materials and you may not participate in any learning or other activities after the date of cancellation.

## 15. Contact details

For more information about registration and fees or to change or cancel your studies, please [contact us](#).