

## Terms and Conditions (Clerks, Chairs & Board Programmes) 2017/18

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# Development *for* Chairs, Clerks & Boards

## 1. Introduction

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

In these Conditions ‘Programme’ means any of the following Programmes listed below.

The Development Programme for Chairs

The Development Programme for Clerks

The Development Programme for Boards

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

You will be able to read the other documents that are referred to if you click on the links within this document or [here](#).

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 letter or email) your application to register to study with us, we are entering into a legal agreement with each other for educational services. These Conditions contain the terms of that contract. They incorporate and are subject to relevant rules, regulations, policies and procedures of

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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. 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 Registration 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 Registration 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 e) below, your Registration 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 Registration 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. This is a legally binding agreement between you and NGA to study the Programme you have chosen.
  - a) You have a statutory right to cancel your Registration Agreement with NGA within 14 days of the date of the letter/email confirming the agreement.
  - b) If you cancel your registration more than 14 days after the date of that letter or email, you may still do so, but you may, in certain circumstances, remain liable to pay fees.
2. Although all or some of 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 which are described in the Programme description on our website.
6. You agree to study the Programme, make reasonable use of the support provided and to carry out the completion activities as required for the Programme.
7. 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.

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Programme	Award	Level
Clerks	Certificate	3
Chairs	Certificate	n/a
Board	Certificate	n/a

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.

8. In order to complete a Programme you will have to meet the Programme completion requirements. In some circumstances you will be given an opportunity to restudy any required element or resubmit any required work.
9. If you wish to withdraw from the Programme or defer your place to a later cohort, you may do so by following the rules in the [Cancellation, Deferral and Withdrawal Policy](#).
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, 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 these 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 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 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 end this 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, to obtain support of your governing board);
  - c) You do not pay your fees;

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- d) You are found to have committed a serious breach of the [Participant Code of Conduct](#).
14. 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, and through the Leading Governance portal. It is your responsibility to check for messages regularly.

## 4. Your Programme

### a) Registration

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

- you have read and agreed to these Conditions;
- 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 Registration Agreement, and

- i. during the Programme you will be provided with the Programme materials, Programme resources including learner support, mentoring, and feedback as described in the Programme information available on the NGA website;
- ii. 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;

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- iii. as a registered student of NGA 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 agree 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 Programme, by which time you must have completed the learning activities and made the required submissions;
- vi. the learning materials, Programme resources, access to Learning Link and helpdesk 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

NGA has a [Programme Completion and Award Protocol](#) which will apply to our assessment of your engagement with and completion of the 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](#).

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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 requirements contained in the participant handbook.

### 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.

### e) **Cancelling, withdrawing from or deferring your Programme**



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### Changing your registration before completion

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

### Cancellation

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 then please [contact us](#) to tell us and we will cancel your application.

Once you have received confirmation from NGA that you have been registered then

- you have a statutory right to cancel your registration to study a Programme without giving any reason, within 14 days of the date of the email or letter confirming NGA's acceptance of your application to register
- and also a right to cancel or at any time up to 14 days before the Programme start date

In either case you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that Programme.

To exercise your right to cancel, you must inform NGA of your decision to cancel by making a clear statement by letter or email. Full details of how to do this are set out in the confirmation email or letter and in the [Cancellation, Deferral and Withdrawal Policy](#).

If you cancel your registration after more than 14 days or within 14 days of the Programme start date you must follow the relevant procedure in the [Cancellation, Deferral and Withdrawal](#) Policy. Your eligibility for a fee refund or a fee credit is set out in [the Fee Rules](#).

### Deferral and Withdrawal

If you wish to continue to study the Programme but wish to continue your study with a later cohort of the Programme (defer) or, if you decide that you do not wish to complete your Programme at all (withdraw), then the [Cancellation, Deferral and Withdrawal Policy](#) sets out the detailed rules that will apply and the procedure you must follow, together with detail of where you can get further information, advice and guidance.

If you are thinking of deferring or withdrawing it is important that you [contact us](#) to tell us. It may affect your liability for fees, your entitlement to funding, your eligibility for a qualification and have implications for your future studies.

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If, in accordance with the [Cancellation, Deferral and Withdrawal Policy](#) NGA is of the view that you are not engaging satisfactorily with the Programme for which 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.

### Removal of access to learning materials and resources

If you cancel, withdraw or are withdrawn from your Programme you will no longer have access to the learning materials and Programme resources and you will not be able to participate in any learning or assessment activities. If you defer from your Programme you will not have access to the learning materials and Programme resources between the date of your deferral and the date you return to another cohort of the Programme.

### **f) Our rights to make changes**

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 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 for that requires significant change in order to maintain the currency or academic standards of the

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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, 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.

## 5. Agreement to pay fees

### 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. The fee you agree to pay is shown in the Fee Rules and on the NGA website.

The fee will cover the tuition, mentoring support and materials for the Programmes 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 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

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face teaching or mentoring sessions; this is entirely your responsibility.

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

There will be no refund of fees if you wish to withdraw or are withdrawn from the Programme and, where your fees have been funded by the Department for Education 5c) below will apply.

For further details please refer to the Fee Rules.

### **c) Clawback of sponsored funding**

Where your fees have been met by the Department for Education and you end your studies on a Programme, (other than in any one of the following circumstances i. to iii.) then there will be no refund of fees and NGA may in its discretion require you to repay to NGA the funding directly paid by the Department for Education as set out under 5d) below:

- i. you exercise your right to cancel your Programme registration as referred to in clause 4c) above.
- ii. you exercise your right to defer your completion of the Programme you were studying under [Cancellation, Deferral and Withdrawal Policy](#).
- iii. you have completed sufficient elements of the Programme as described in the [Programme Completion and Award Protocol](#) (Development for Clerks) or participants handbook (Development for Chairs and Development for Boards)

### **d) 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 a reasonable

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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.

### e) What NGA may do if you choose to cease or otherwise fail to complete your Programme

If you cease your studies on a cohort other than as anticipated in 5 c) i. to iii. above then you will be liable to pay back the fees or a proportion of them as set out in the table below:

Percentage of course completed by participant	Amount of clawback
25% or less	80%
26% - 50%	60%
51% - 75%	30%
76% - 90%	15%
Over 90%	0%

Please refer to the [Fee Rules](#) for further details.

## 6. Your personal information

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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 Leading Governance programme you will be explicitly asked to give NFA 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 under 5 e).

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 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 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 £25. All duplicates will be marked to show that they are duplicates.

## 7. Complaints and Appeals

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

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

## 8. Participant discipline

NGA has [Participant Code of Conduct](#). When you register to study with NGA 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.

## 9. Your NGA Leading Governance portal account

### 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 clause 9a) 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](#).

## 10. How we will communicate with you

### a) Your email address

## Development *for* Chairs, Clerks & Boards

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 email from NGA is sent into 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.

### **c) Communicating with you through Leading Governance portal**

Your registration will include access to a personalised NGA learning management system called the Leading Governance portal. This will include details of some of the personal information we hold about you and it will provide you with access to some study materials and a range of other resources that will support your Leading Governance studies. NGA will also use the Leading Governance portal to post messages that will be relevant to you, and may not be provided by any other media. It is your responsibility to check regularly for communications.

## **11. NGA's right to cancel your registration**

NGA may cancel your registration at any time if:

- a) we find that you have given us information which is untrue or misleading;
- b) you fail to pay your tuition fees as set out in paragraph 5 above;
- c) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
- d) you are excluded from study by NGA as a result of a breach of the [Participant Code of Conduct](#);
- e) NGA is obliged to do so to comply with its obligations under third party contracts including its agreement with the Department for Education.

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

- a) fitness to practise a specified profession or role;
- b) maintenance of professional standing;



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- c) being employed or engaged in a specified role, capacity or profession.
- d) any other eligibility criteria referred to in 13 below.

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. If a condition to which this paragraph d) refers has been specified as an entry requirement for a Programme or a qualification and your registration or enrolment is cancelled after the Programme start date because you have not met that requirement 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 light that at the time of registration you expressly informed NGA that you did not meet or may not meet any 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.

If NGA cancels your registration for a Programme 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.

### 12. Contact details

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

### 13. Eligibility criteria for joining and studying on a Programme

The [Leading Governance Programmes Eligibility Policy](#) contains criteria which a person must satisfy on registration and during the Programme.

Separately the Department for Education use criteria which a person must satisfy to receive funding to pay for their Programme fees.