



ST. FRANCIS DE SALES
INSTITUTE

Student Agreement

1. This agreement shall govern the relationship between St. Francis de Sales Institute, hereinafter referred as 'the Institute' and **(name of student with Identity card number)**, hereinafter referred to as 'the student'. By accepting an offer to study at the Institute and by completing the process of registration and enrolment, the Institute and the student are agreeing to abide by the terms of this agreement.

2. The terms of this agreement will become effective upon registration and payment to the institution of the fees for the educational programme quoted in Clause 3.

3. **The educational programme**
 - i. Name of the educational programme:
 - ii. Awarding Body:
 - iii. EQF/MQF Level:
 - iv. Number of credits:
 - v. Duration:
 - vi. Commencement date:
 - vii. Termination date:
 - viii. Hours of Total Learning:
 - ix. Mode of Delivery:
 - x. Mode of Attendance:
 - xi. Language of Instruction:
 - xii. Addresses where the programme will be delivered:
 - xiii. Addresses where the placement/clinical training will take place:
 - xiv. Entry Requirements for the educational programme:
 - xv. Structure of the programme:
 - xvi. The intended learning outcomes:
 - xvii. The teaching, learning and assessment procedures:
 - xviii. Academic qualifications leading to a regulated profession

- xix. The grading system:
- xx. The educational fees:

4. Cancellation and Refund Procedures

A student may exercise the right to be refunded the tuition fees when: -

- A student who has already paid their tuition fees cancels their place within the fifteen-day cancellation period from the submission of their application.
- The Institute cancels a student's course of study.
- A student has made an overpayment.

A student may apply for a refund by writing to the Director of Studies and stating the reasons in the line with the established criteria why the student is requesting a refund.

This agreement does not preclude the student from taking further action under the Consumer Affairs Act (Cap378 Laws of Malta)

5. Duties of the Institute

The Institute shall: -

- (i) Provide to the student the teaching, assessment and other educational services for which the student is enrolled and the Institute shall take all the steps which are reasonably in its power to provide these educational services in accordance with the terms of this agreement.
- (ii) Guarantee the student's rights, including the right to obtain assessment results upon the student having completed all the necessary assessment requirements of the programme or parts thereof.
- (iii) Advise the intending overseas students of their duty to furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

6. Duties of the Student

The student shall: -

- (i) Disclose to the Institute full and accurate academic and personal information as required for applications for admission, registration, and enrolment purposes.

- (ii) Inform the Institute if there is any change to the academic or personal information that was provided at admission, registration or enrolment stage as soon as is reasonably practicable.
- (iii) Fulfill all the academic requirements of the educational programme; including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participate in course-related activities and adequately prepare and sit for examinations/assessment.
- (iv) Abide by any statutes, regulations, rules and policies which are in place in the educational institution, and which apply to students.
- (v) Overseas students shall furnish the Institute with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

7. The Institute's Default Clauses

The Institute is in default and hence obliged to refund the student with the tuition fees which have been paid and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta, when: -

- (i) The educational programme does not start on the agreed starting day without previous notification in adequate time according to the situation;
- (ii) The educational programme ceases to be provided at any time after it starts but before it is completed;
- (iii) The educational programme is not provided in full to the student due to a condition or restriction imposed on the Institute by MFHEA in accordance with the regulations in S.L607.03 or due to the revocation, by MFHEA, of the applicable license or accreditation in accordance to S.L.607.03.
Provided that where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the Institute shall not be deemed to be so in default
- (iv) The Institute fails to issue all examination and other assessment results to the student upon the student having completed four months from all the necessary assessment requirements of the programme or parts thereof.

8. Student's Default Clauses

The student is in default and hence not eligible for a refund of tuition fees and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta:

- (i) When the student withdraws from the programme either before or after the agreed starting day.
- (ii) Where the student not having previously withdrawn from the programme, fails to start the programme on the agreed starting day.
- (iii) Where the student fails to pay the amount they were directly or indirectly liable to pay the Institute in order to undertake the programme.
- (iv) Where the student breaches a condition on the student visa.

9. Dispute Resolution Clause

The Institute and the student shall attempt to resolve any dispute by following this procedure:

- The student is to write to the Director of Studies about their complaint explaining in detail their concern.
- The Director of Studies, after consulting with any other relevant members of staff, will try to reach an understanding with the student and address the complaint in question.
- The Director of Studies may also decide to appoint a person or a board to investigate the complaint and recommend any action that may need to be taken. In such cases, the appointed person or Board is to meet with the student to understand their complaint.
- Upon finalising the report, the Director of Studies is to take any action to remedy or reject the complaint. The Director of Studies is to explain to the student the outcome of his/her complaint.
- If the student is not satisfied with the outcome of their complaint, or if the cause of the complaint is the Director of Studies, they can write to appeal their case to the Head of Institute, who may take any other action on the complaint after seeking the approval of the Board of Governors.

This agreement is governed by Maltese Law and does not preclude the parties from seeking other legal remedies provided under the Laws of Malta.

10. Data Sharing Clause

In accordance to article 5 of the Further and Higher Education Act (CAP 607 Laws of Malta) and without prejudice to the data protection provisions established by virtue of Regulation (EU) 2016/679 (the General Data Protection Regulation (GDPR)), the Institute shall grant access to the Malta Further and Higher Education Authority (MFHEA) to the information collected through this student agreement. The data shall be transmitted to MFHEA within a reasonable time from when it was requested and shall be used by MFHEA in pursuance of its functions.

Head of Institute

Student

Full Name of Student:

Date

Date

Seal of Institute: