ST. FRANCIS DE SALES INSTITUTE

STUDENT AGREEMENT

A REGISTERED NGO · MFHEA-LICENSED FURTHER EDUCATION INSTITUTION

ABOUT US

Legal / registered name: *St. Francis De Sales Institute*
Legal form / NGO registration no.: *VO/1725*
MFHEA Licence No.: *2023-020*
Registered address: *36, Sashebo, St John Bosco Street, Sliema*
Email / phone: *info@fdsi.edu.mt*
Website: *www.fdsi.edu.mt*

This Agreement is made between St. Francis De Sales Institute with license number 2023-020 ("the Institute") and the *[name of student]*, with ID Card number *[ID Card Number]*, ("the Student"). It sets out the terms on which the Institute will provide, and the Student will undertake, the course described in the Course Information Sheet referred to in Section A.

By accepting an offer of a place, completing registration, and signing this Agreement, both parties agree to be bound by its terms. This Agreement takes effect upon settlement of the applicable fees and confirmation of the Student's registration and, in accordance with MFHEA Communication MFHEA/04/2022, is signed by both parties prior to any payment being made and prior to the commencement of the course.

A. THE COURSE

As the Institute's programmes are short-form micro-credentials, this Agreement should be read together with a Course Information Sheet specific to the micro-credential for which the Student is enrolling. The Course Information Sheet is attached to, and forms part of, this Agreement, and sets out:

- The name of the course and the awarding body
- MQF/EQF level and number of credits
- The number of sessions, dates, total learning hours, and mode of delivery/attendance
- The language of instruction and the venue(s)
- Entry requirements and course structure
- The intended learning outcomes
- Teaching, learning and assessment procedures, and the grading system

- Whether the qualification leads to a regulated profession
- The course fee

None of the Institute's current micro-credentials lead to a regulated profession. This is confirmed in each Course Information Sheet, in line with MFHEA's requirement that this be clearly stated.

B. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following, together with the Course Information Sheet referred to in Section A, are incorporated into and form part of this Agreement:

1. the Institute's Privacy Policy,
2. the Institute's Quality Assurance Policy,
3. the Institute's Access to Education Policy,
4. applicable Maltese law, including the Further and Higher Education Act (Cap. 607) and S.L. 607.03; and
5. any other written agreement entered into between the Student and the Institute (for example, an employer or sponsoring-organisation funding arrangement).

C. DURATION OF THIS AGREEMENT

This Agreement remains in force for the duration of the Student's enrolment and ceases to have effect upon completion of the course, withdrawal, de-registration by the Institute, or exit with a qualification other than that originally enrolled for. Either party may terminate this Agreement where the other party is in material breach of its terms.

D. RESPONSIBILITIES OF THE INSTITUTE AND THE STUDENT

The Institute's Responsibilities

As a registered NGO as well as a licensed education provider, the Institute is committed to:

- Providing a learning environment that is genuinely supportive and inclusive of all students;
- Delivering, assessing and administering the course to a professional standard;
- Conducting assessment fairly, rigorously and impartially, with appropriate feedback;
- Notifying students promptly where a course cannot proceed due to insufficient enrolment;
- Issuing the relevant certificate (with Europass Diploma Supplement or equivalent, where applicable) upon successful completion;
- Maintaining premises and facilities suitable for learning;
- Processing personal data in accordance with the GDPR and the Institute's Privacy Policy;
- Having due regard to the wellbeing of students throughout their studies;
- Providing access to results upon completion of the relevant assessment requirements;

- Advising students enrolling from outside Malta of their duty to keep the Institute informed of any change to their contact details — including a residential address and telephone number in Malta, and a contact address overseas — following completion of their studies; and
- Providing reasonable support in resolving issues arising during a Student's studies.

The Student's Responsibilities

The Student agrees to:

- Provide accurate information at application, registration and enrolment, and notify the Institute of any subsequent change;
- Comply with this Agreement and the documents forming part of it;
- Attend and participate in scheduled sessions — the Institute's Quality Assurance Policy requires at least 80% attendance for the qualification to be awarded;
- Act with academic integrity;
- Meet assessment deadlines set by the course;
- Pay the course fee, or ensure it is paid, by the agreed date;
- Make appropriate and lawful use of the Institute's facilities and technology;
- Where enrolling from outside Malta, keep the Institute informed of any change to their contact details, including a residential address and telephone number in Malta, and a contact address overseas, following completion of their studies; and
- Maintain the confidentiality of material and assessments not intended for wider circulation, an obligation which survives the termination of this Agreement.

E. FEES, PAYMENT AND REFUNDS

Fee and Payment

The course fee is as stated in the Course Information Sheet for the course, or — where this offer is made under the Institute's Access to Education Policy — as confirmed in the Student's Acceptance Letter. As the Institute's micro-credentials are delivered over a small number of sessions, instalment arrangements are not offered; the full fee is payable prior to the commencement of the course, consistent with the MFHEA requirement that a signed Agreement and payment be in place before a course begins.

Payment may be made by the Student directly, or by a sponsoring organisation or employer on the Student's behalf, subject to the Institute's receipt of confirmation (such as a purchase order) from that organisation. Where a sponsoring organisation fails to make payment by the due date, the Institute will contact both the Student and the organisation; the Student's place may be held for a reasonable period while the matter is resolved, but cannot be guaranteed indefinitely.

Concessionary Rates

NGOs, Salesian entities may qualify for a preferential rate under the Institute's Access to Education Policy— see link above for eligibility criteria.

Refunds and Cancellations

To withdraw and request a refund, the Student (or an applicant who has begun the registration process but not yet signed this Agreement) must notify the Administration Manager immediately in writing — by email to info@fdsi.edu.mt, or by letter to the Institute's registered address above — stating the intention to withdraw. The Institute will acknowledge receipt and process any refund due under this Section.

- Where the Institute cancels a course (for example, due to insufficient enrolment), the Student is entitled to a full refund or the option to transfer to a future intake.
- Where the Student withdraws before the course begins and within the cooling-off period described in Section J, the Student is entitled to a full refund.
- Where the Student withdraws before the course begins but after the cooling-off period has ended, [the Institute will refund the fee less a non-refundable registration charge of 50%.
- Once the course has begun, refunds are not generally available, given the limited number of sessions. However, the Institute will consider extenuating circumstances (Section H) on a case-by-case basis, and a deferral to a future intake will usually be offered as an alternative.

This Section does not limit the Student's right to take further action under the Consumer Affairs Act (Cap. 378) or other applicable consumer protection legislation.

F. INSTITUTE DEFAULT

The Institute is in default, and is accordingly required to refund tuition fees paid, where:

- A course does not commence because the minimum number of participants has not been reached, in which case the Student may choose an alternative course or a refund;
- A course ceases to be delivered after it has started but before completion;
- A course is not delivered in full due to a condition, restriction, or revocation of licence or accreditation imposed on the Institute by MFHEA under S.L. 607.03; or
- The Institute fails to issue assessment results to a Student who has completed the relevant requirements.

The Institute is not in default under this Section where the Student had already withdrawn from the course before the relevant circumstance arose.

G. STUDENT DEFAULT

Except where Section E entitles the Student to a refund (for example, within the cooling-off period described in Section J, or where the Institute cancels the course), the Student is in default, and not entitled to a refund, where the Student:

- withdraws from the course either before or after the agreed starting day;
- fails to start the course on the agreed starting day without having previously withdrawn;
- fails to pay any amount due to the Institute; is in material breach of this Agreement; or, w

— here applicable, breaches a condition of their student visa. In any of these cases, the Institute may withdraw the Student from the course.

H. EXTENUATING CIRCUMSTANCES

The Institute recognises that circumstances beyond a Student's control may affect their ability to continue their studies as planned. Where such circumstances arise, the Student should notify the Institute as soon as reasonably practicable.

For the purposes of this Agreement, extenuating circumstances generally include:

— Serious illness or injury, of the Student or an immediate family member, ordinarily supported by medical certification;

— Bereavement of an immediate family member;

— A significant and unforeseen personal or family crisis; or

— Force majeure, including natural disaster or public health emergency.

As the Institute's courses are delivered over a small number of sessions, a mid-course interruption of studies is not generally practicable. Where extenuating circumstances are accepted, the Institute will ordinarily offer the Student a deferral to the next available intake of the same course, subject to availability, and will consider a partial refund at its discretion where deferral is not appropriate.

I. CHANGES TO THE COURSE

The Institute reviews its courses from time to time to ensure they remain relevant and fit for purpose and cannot guarantee that course structure will remain unchanged between intakes. Any material change will be communicated to enrolled students in good time.

J. COOLING-OFF PERIOD

Where this Agreement is signed at a distance (for example, by electronic signature) or away from the Institute's premises, the Student has a statutory right, under the Consumer Rights Regulations (S.L. 378.17), to withdraw within 14 calendar days of signature, without giving a reason and without cost. This statutory right does not apply where the Agreement is signed in person at the Institute's premises; however, the Institute extends the same 14-day period as a matter of policy in all cases.

As courses may commence within 14 days of enrolment, this period may end after the course has begun. Where a Student wishes the course to commence within their cooling-off period, the Institute will ask the Student to confirm in writing that they understand they will not be entitled to a refund for any part of the course already delivered at the time of withdrawal.

K. DATA PROTECTION

The Institute processes personal data in accordance with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act (Cap. 586 of the Laws of Malta). Further information is available in the Institute's Privacy Policy.

L. DATA SHARING WITH MFHEA

In accordance with Article 5 of the Further and Higher Education Act (Cap. 607), and without prejudice to the Student's rights under the GDPR, the Institute is required to grant MFHEA access to information collected through this Agreement upon request, for the purposes of MFHEA's regulatory functions. All data shared under this Section is processed in accordance with applicable data protection legislation.

M. COMPLAINTS AND APPEALS

A Student who is dissatisfied with an academic or non-academic decision, or who considers that an error has occurred, is encouraged to raise the matter informally with the Institute or the relevant tutor in the first instance. Where the matter is not resolved informally, the Student may lodge a formal complaint or appeal under the Institute's Quality Assurance Policy. That Policy provides for a Board of Appeal; until it is constituted, formal complaints and appeals are decided directly by the Head of Institute, with due regard to the Student's privacy.

This Agreement is governed by the laws of Malta. A Student who remains dissatisfied following the Institute's internal process may refer the matter to MFHEA.

N. INTELLECTUAL PROPERTY

The Institute does not currently maintain a standalone Intellectual Property Policy. Pending its adoption, the following default position applies: the Student retains ownership of coursework and material created in the course of their studies; the Institute may use such material internally for quality assurance, moderation and accreditation purposes only, and will not use it publicly without the Student's prior consent.

O. TERMINATION OF STUDIES

A Student wishing to withdraw must notify the Administration Manager immediately in writing, as set out in Section E. A Student who ceases to attend without notifying the Institute will be treated as having withdrawn without notice, which may affect entitlement to a refund under Section E. The Institute may withdraw a Student who is in material breach of this Agreement or its policies. A Student wishing to re-enrol following discontinuation must complete the standard application process again.

P. STUDENT SUPPORT

Students experiencing difficulty of any kind — academic, personal or otherwise — are encouraged to contact the **Administration Manager** on info@fdsi.edu.mt in the first instance, or the **Head of Institute** on

director@fdsi.edu.mt for anything requiring escalation. Supporting students through such difficulties is a core part of the Institute's role as an NGO, and not merely an administrative matter.

Q. AGREEMENT AND SIGNATURES

By signing below, both parties confirm that they have read, understood, and agree to be bound by this Agreement and every document forming part of it under Section B. Two copies of this Agreement are signed: one is retained by the Student, and the other is filed by the Administration Manager.

For and on behalf of St. Francis De Sales Institute:

Name: _____

Role: _____

Date: _____

The Student:

Name: _____

Student ID (if issued): _____

Date: _____