

The Student Contract 2024/25

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What you need to know

The Institute believes it is important that you understand the key terms, conditions and regulations that the Institute will apply and rely upon in our relationship with you. We have tried to make our small print user friendly but it's important that you read the following sections so that you understand the 'legal bits' of the Student Contract.

By accepting your offer of a place with the Institute, a Student Contract ("the Contract") will be formed between you and the Institute. The Contract will detail the rights and the obligations that you will be bound by during your time as a student. It will also contain all the obligations that the Institute owes to you. The terms and conditions of the Contract are set out in the documents listed below:

- Your offer letter (and application form Terms and Conditions in the case of international Students)
- The Institute's General and Academic Regulations
- The Institute's Tuition Fee and Refund Terms and Conditions
- The Privacy Notice
- Student Handbook and Course Programme Specification
- Specific course requirements as detailed on our website.

For further information on these regulations and all Institute policies, please email us or visit us.

Application and Admission to the Institute

You must provide accurate and complete information in your application form. If you do not, the Institute has the right to withdraw the offer made to you or if you have begun your course of study the Institute has the right to withdraw you from your course. The Institute would also have the right to withdraw any visa sponsorship.

ID and Qualification Verification Process

Qualification verification is a mandatory part of the Institute application process. Depending on a candidate's chosen mode of study, their qualification verification may vary. Candidates will be expected to have their qualifications verified through email with the Institute application form.

ID verification is also a mandatory part of the enrolment process. Depending on a candidate's chosen mode of study, their ID verification may vary. ID verification may take place face-to-face or via online verification. In some instances, a further ID check may be necessary which might involve a skype or video conference call or the use of a 3rd party provider to ascertain the necessary verifications.

The Institute reserves the right to withdraw any offer made to an applicant and withdraw any associated visa sponsorship in instances where ID and/or Qualification verification is not deemed satisfactory.

Candidates should also be aware that if during their studies it is found that the ID and/or Qualifications presented by them at the verification stage was incorrect, the Institute reserves the right to withdraw the student from their studies and withdraw any associated visa sponsorship.

Specific course entry requirements

The entry requirements for your chosen course are detailed in the course pages on the website and/or in your offer letter where conditional. Please review these requirements to ensure that you are eligible for entry to your chosen course. If you are found not to have all of the relevant entry requirements, the Institute has the right to withdraw its offer to you or if you have begun your course of study the Institute has the right to withdraw you from your course and withdraw any associated visa sponsorship.

Criminal convictions

All applicants who accept the offer of a place are required to disclose criminal convictions, which fall within the Institute's 'Disclosure of Criminal Convictions Standards and Procedure'. On disclosure in accordance with the 'Disclosure of Criminal Convictions Standards, a risk assessment may be carried out to assess the risk to other students and staff.

If the result of a risk assessment or a DBS check is unsatisfactory, or it is found that any convictions or other information supplied is incompatible with the requirements of the course, the Institute will notify you and withdraw its offer to you / withdraw you from the course.

Any change of circumstance should be brought to the attention of the admissions tutor or, if you are already studying with us, the course director and a risk assessment may be undertaken in accordance with the 'Disclosure of Criminal Convictions Standards'.

Duration of registration

As a full-time student you must complete your diploma in one year. This period includes periods of suspension, interruption of studies and withdrawal from the Institute.

For students that switch between part-time and full-time modes of study, their maximum period of registration shall be calculated on a pro-rata basis to the full-time equivalent. Switching between part-time and full-time modes of study is subject to the necessary availability, approvals, and visa requirements.

Your cancellation rights

Once you have accepted your offer of a place at the Institute you have 14 days in which to cancel your acceptance ("the Cancellation Period") and you can do so for any reason. To exercise the right to cancel, you must inform the Institute of your decision to cancel this Contract by a clear statement. You may use the model cancellation form at the end of this document, but this is not obligatory. The Institute will accept notice of cancellation sent by email.

If you cancel your acceptance within the Cancellation Period, any fees paid by you to the Institute will be refunded in full. If you start your course within the Cancellation Period, which may happen if you have accepted a place through the clearing process, the Institute has the right to charge you a reasonable sum for the course provided.

If you cancel your acceptance after the Cancellation Period, the Institute will not refund payments received from you. Depending on when you cancel the Contract, you may be obliged to pay a proportion of your tuition fees.

Changes to course modules or services

The Institute will make all reasonable efforts to deliver and assess courses and research opportunities leading to its awards as described in the materials published by the Institute.

The Institute reserves the right to vary arrangements in exceptional circumstances, which are beyond the Institute's reasonable control. Examples of such circumstances may include:

- (a) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it
- (b) the unexpected absence or departure of a key member of staff
- (c) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
- (d) fire, explosion or accidental damage
- (e) collapse of building structures, failure of machinery, computers or vehicles
- (f) labour disputes, including strikes and industrial and other action
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water
- (h) the acts, decrees, legislation, or restriction of any government

Where such events occur the Institute will seek to minimize the impact on the student learning experience by, for example:

- (a) delivering a modified version of the same course
- (b) delivering a modified version of an assessment
- (c) making available to affected students such learning or other support and other services and facilities as it considers appropriate
- (d) offering affected students the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another Institute. But, to the full extent that is possible under law, the Institute excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances. Note that the Institute does not exclude or limit in any way its liability for (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.

In addition to the circumstances described above, the Institute is entitled to make reasonable changes to its courses where that will enable the Institute to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

- (a) the content and syllabus of the course where developments in the subject area make that necessary
- (b) the location of the course
- (c) the method of delivery of the course

In making any such changes, the Institute will aim to keep the changes to the minimum necessary to achieve the required quality of experience. If the Institute changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another Institute.

The Institute will provide continued assurances of the standard and quality of the award. You will be informed of any changes to learning support, services, assessments and facilities by the Institute as soon as is practicable.

Coronavirus and the teaching and learning experience

The health, welfare and safety of students and staff is the Institute's top priority. The Institute is entitled to make reasonable changes to its courses, such as the location or method of delivery of a course, where it considers it appropriate for the health, welfare and safety of its staff and students. The Institute is also entitled to make changes to its courses in accordance with Government guidance and Public Health Guidance in respect of the Coronavirus pandemic. You will be informed of any changes made by the Institute as soon as is practicable.

The Institute's Pedagogy

As an innovative and enterprising institution, the Institute may seek to utilise emerging technologies within the student experience. For all courses (whether on campus, blended, or distance learning), the Institute may deliver certain contact hours and assessments via online technologies and methods.

Programme Specifications

A detailed guide to the content of each course is provided in the Programme Specification. Any changes to the course content will be reflected in the Programme Specification and you are strongly recommended to review the Programme Specification at the point of application and **before** you accept an offer and enroll onto your chosen course.

Fees, deposits and consequences of non-payment

For students beginning their studies in between 2024 and 2025, the Institute will charge the tuition fees that are stated in your offer letter.

The Institute will review tuition fees each year. For home students, the Institute may increase fees for each subsequent year of study in line with any such permitted changes. Note that any increase is expected to be in line with inflation. For international students, the Institute may increase fees for each subsequent year of study but such increases will be no more than 5% above inflation.

It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. The Institute has the right to withdraw its offer of a place to study and any associated visa sponsorship if you fail to pay any deposit owed before you commence your studies.

Students requiring a visa to study should also note that the Institute reserves the right to keep any deposits paid in the instance where the Identity Malta subsequently refuses a study visa due to an application being refused due to fraud or as a result of incomplete or inaccurate information being given.

The Institute further has the right to impose sanctions potentially leading to it preventing your progression to the next year of study and/or your withdrawal from study, if you fail to pay your tuition fees once you are a student at the Institute. Where there is an outstanding tuition fee debt, the Institute reserves its right to withhold evidence of your award and/or to take legal action against you. If you fail to pay any other (non-tuition fee) sums you owe to the Institute, the Institute reserves the right to take action to recover those sums. This may include in certain circumstances removing the services available to you such as use of the library or IT facilities, and in certain circumstances taking legal action to recover debts owed.

Financial assistance

The Institute offers a range of financial assistance to its students. Scholarships, grants and bursaries are designed to help students meet the challenges of funding their studies. Each type of financial support has its own criteria which applicants must meet in order to qualify, including academic and sporting achievement, and all awards are made subject to the Institute's discretion.

Engagement monitoring

The Institute believes that students achieve their full potential if they commit to full engagement on their course. The Institute reserves the right to impose withdrawal on any student found to have poor engagement.

Students requiring a visa to study must ensure they meet the requirements of their visa with monitoring of engagement with all scheduled classes. Failure to do so could lead to the Institute withdrawing its sponsorship of the student.

Extenuating Circumstances

You must inform the Institute in advance of any extenuating circumstances, such as a family emergency, that prevent you from submitting an assessment or attending an examination. The Institute reserves the right not to take into consideration any extenuating circumstances you inform us about after the event that prevented you from sitting an examination/ submitting coursework.

Conduct

The Institute expects that its students should conduct themselves appropriately both in academic and non-academic environments. The Institute has a right to take disciplinary action against any student who fails to observe Institute rules and regulations, codes of conduct and codes of practice. Disciplinary action could include withdrawal from studies.

For you as a student, academic integrity means being honest and trustworthy, behaving with respect for other people you associate with, both within the Institute and elsewhere, throughout your student journey and beyond. The main reason for enrolling as a student at the Institute is to develop new skills and knowledge through learning and research. The assessment process is designed to monitor the progress of your learning, understand your educational needs and reward achievement.

The Institute undertakes to uphold academic standards by ensuring that all members of the community behave with integrity. In particular, appropriate monitoring of all student assessment, including use of technology, will be used to ensure that any breaches to academic integrity are detected (for example plagiarism or cheating in examinations) and actions taken to maintain fairness and equity. Any student found to have breached academic integrity rules will be subject to academic conduct procedures

When allegations of inappropriate academic conduct are upheld, in addition to academic and disciplinary sanctions, students will be required to undertake mandatory training to ensure they have the necessary knowledge and skills to avoid making further mistakes.

You can help the Institute to maintain academic integrity and ensure that no student gains an unfair advantage, by reporting, in confidence, any inappropriate academic conduct you are aware of via email.

Students are also expected to respect the Institute's commitment to diversity and equality. If it comes to the attention of the Institute that a student has behaved in an inappropriate manner to a fellow student or staff member, the Institute will take disciplinary action which could lead to withdrawal from studies. Students are expected to have familiarised themselves with the Institute's Equality and Diversity policies.

Students found to have disrupted, obstructed or improperly interfered with the activities of the Institute and/or behaved in a manner which has damaged or could have damaged the Institute's reputation, such as engaging in anti-social behaviour, will be subject to disciplinary measures.

Complaints

The Institute has a comprehensive complaints procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found from institute reception along with information about the Office of the Independent Adjudicator (OIA) where students can make further representation if they are dissatisfied with a decision relating to a complaint they have raised with the Institute.

Data protection

You can find out more about how the Institute handles your personal data and your rights in relation to data protection in our Students Privacy Notice, a copy of which can be found on our reception. It is important that you read the Privacy Notices that are relevant to you, as they will tell you what personal data we collect from you, why we collect it, what we do with it and who we may share it with.

In some circumstances, we may recommend certain ad-hoc online systems and tools to you for use in your studies which may require you to input your personal data, whether as part of a sign up process or otherwise. Where the use of these tools is not mandatory, you should note that you are not required to use these systems or tools and the Institute does not require you to provide the operators of such systems and tools with your personal data. However, if you choose to do so it is important that you carefully review the privacy policies and privacy notices of the operators concerned, so as to satisfy yourself that you are comfortable with the manner in which they will handle your personal data. The Institute is not responsible for the manner in which your personal data is used by any third party where you directly supply such information to them. Furthermore, the Institute is not responsible for any data breach which may occur as a result of your provision of your personal data to such third parties.

The Institute's Academic and General Regulations

At the time of drafting this Contract, we have made reference to the Institute's Academic Policies and General Regulations (the "Regulations") in force at the time.

As the Regulations are updated from time to time, the references to the relevant paragraphs of the Regulations within this Contract may differ, however, if the substantive terms of the Regulations change, we shall seek to inform you of those changes as soon as possible.

General

If any provision of the Contract between you and the Institute is held to be void or unenforceable in whole or in part by any court or other competent authority, the Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The Contract between you and the Institute can only be enforced by either you or the Institute. The Contracts (Rights of Third Parties) Act does not apply. The Contract shall be governed by and construed in all aspects in accordance with the European law and the parties agree to submit to the exclusive jurisdiction of the European courts.