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Standard Terms & Conditions

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version May 2023

GLOSSARY:

“OPIT” – We refer to ‘us’. OPIT acronym of Open Institute of Technology, an Institute of Higher Education accredited with the MFHEA authority of Malta under licence No. 005-2023 and operated by Shield Higher Education Ltd, Company Registration Number C-102836, VAT MT29530419, with registered offices in Level 5, Carolina Court, Giuseppe Cali Street, Ta’Xbiex, XBX 1425, Malta;

“Client/Student” – We refer to a natural person who enrolls in a course of study or a training programme offered by the higher education institution and agrees to pay the corresponding tuition and fees. We also refer to a recipient of the services offered by the institution, which include the provision of lectures, participation in seminars, access to teaching resources and training support services. In the context of this document, the client/ student is considered as a party to the contract, with specific rights and duties towards the training institute, such as the duty to pay registration and attendance fees, the right to attend lectures and to access the teaching resources offered, and the right to receive appropriate teaching and learning support assistance. OPIT will ensure the protection of the customer/student’s personal data in compliance with the applicable privacy laws and will clearly inform the client/student about his/her rights and how his/her personal data will be collected and processed during the contractual relationship.

“MFHEA” – is an acronym of the Malta Further and Higher Education Authority. It is an independent and transparent entity that regulates and promotes the quality of further and higher education in Malta.

“Programme” – We refer to a set of courses and training activities offered by OPIT, leading to a specific academic degree or professional qualification. The programme may be organised on a modular basis or in training cycles, depending on the specific needs of the students and the relevant professions. In the context of this document, the programme  presents the core of OPIT’s training offer and is the subject of the contract between the institute and the client/student. OPIT will guarantee the quality of the programme offered, providing students with the necessary competences to attain the degree or professional

qualification to which the programme refers. In addition, OPIT must provide clients/students with accurate and up-to-date information on the activities envisaged in the programme, the training objectives, the course delivery methods, enrolment and attendance fees, assessment and delivery methods. OPIT will ensure that information on the programme is true, complete and easily understood by clients/students and will comply with laws and regulations on advertising and information.

“Qualifications” – we refer to an academic degree or professional qualification that the student can obtain upon completion of the training programme offered by the institution. Qualifications represent the formal certification of skills acquired by students during their studies and may be recognised nationally or internationally. Qualifications may include diplomas, vocational training certificates, academic degrees or other forms of official recognition of acquired skills. In the context of this document, OPIT will ensure that the qualifications offered are in line with national and international regulations and are recognised by the labour market. The training institution will inform customers/students about the qualifications that can be obtained through the training programmes offered, how the acquired competences can be assessed and the requirements for obtaining the qualifications. OPIT will provide clear and transparent information about the qualifications offered, their characteristics, costs and benefits, so that customers/students can make informed decisions about their educational and professional career path.

“LMS” – (Learning Management System) We refer to the IT platform used by OPIT to deliver training courses and support students during their studies. The LMS will include tools for the creation and management of learning content, student assessment, communication between students and teachers, calendar and deadline management, tracking student activities, and providing feedback. The LMS is a key component of OPIT’s educational offerings and is an essential tool for managing online learning and personalising the student learning experience. In the context of this document, OPIT will ensure that the LMS is secure, reliable and easy to use for students, providing technical support and training when needed.

“Web Site” – We refer to a digital platform consisting of a series of interlinked web pages accessible via the World Wide Web. The OPIT website may contain information on the study programmes offered, current research activities, services offered to students, campus social life and general information about the institution. The website may also provide access and links to student support tools, such as e-learning and course management platforms, as well as academic resources such as digital libraries and online archives. In addition, the website may also contain information about the institution’s policies and regulations as well as admission requirements and registration procedures.

1. Becoming a student of OPIT- Open institute of Technology

a. These Terms and Conditions, together with the published information about your Programme, form the basis of the relationship between you and us, which starts when you accept an offer of a place on a Programme. Your ability to take up the offer of a place may depend on you meeting certain conditions. These Terms and Conditions will continue to apply for as long as you remain registered on your Programme unless terminated earlier as permitted below.

b. Once you register with us, you will become a student of OPIT. It is your responsibility to read these Terms and Conditions and make sure you understand them because they will apply to our relationship. Please ask if anything is unclear.

c. In these Terms and Conditions, “you” and related words refers to you, the student, and “OPIT” or “we” and related words refers to Shield Higher Education (incorporated and registered in Malta as “Shield Higher Education Limited”, with company number C102836 and with registered office at Level 5, Carolina Court, Giuseppe Cali Street, Ta’ Xbiex XBX 1425, Malta).

d. By registering with OPIT, you agree to abide by, and comply and engage with OPIT’s regulations, policies and procedures from time to time adopted by OPIT, available in the “Legal and Privacy” section of OPIT website, <https://www.opit.com/legal-and-privacy/>).

e. Any offer to you, and your subsequent enrolment, is based on the information supplied in your application papers being true and complete, and on you holding the qualifications that you claim to hold. The offer and subsequent enrolment will be deemed null and void, and we shall be entitled to bring our agreement to an end if you are found at any time to have provided incorrect information.

f. Unless your results are transmitted to OPIT via a referring third party or confirmed by your school or college when you apply, you will be required to produce satisfactory evidence of your previous qualifications (including, if requested, English Language Qualifications such as IELTS). This means that you must provide the Registry Office with an original transcript or certificate, or a clear and legible copy that has been authenticated by the issuing organisation or a lawyer or other authorized person. OPIT reserves the right to require original documents only.

g. OPIT reserves the right to withdraw the offer of a place if unsatisfactory references are received, or if you fail to meet one or more of the conditions specified in your offer.

h. You will be required to re-register at the beginning of each academic year of your Programme.

2. Tuition fees, payment and debt

a. If you pay your tuition fees to us, our tuition fee rules will apply.

- b.** By registering for your Programme, you agree to pay the tuition fees or to provide evidence acceptable to us showing that a Government Loan Provider or other sponsor has agreed to pay all or part of your fees.
- c.** Please note that if any sponsor or Government Loan Provider fails to pay your tuition fees, you will remain personally liable for the fees.
- d.** Tuition fees are payable either up-front, annually or each term. You will need to pay the tuition fee by the due date or provide a satisfactory written undertaking from your sponsor (including the name and address of the person to whom invoices should be addressed) or a Government Loan Provider confirming that your fees will be paid.
- e.** Your tuition fees will cover your first attempt and, if necessary, one resit of all the modules necessary to complete that academic year of your Programme. Enrollment to the following academic year will be possible if you obtain all the ECTS for the year. If you need to still obtain ECTS after the regular duration of your Programme, subsequent terms will incur an extra charge.
- f.** OPIT reserves the right to provide the Student with additional, non-compulsory, costs on top of your tuition fee (included, but not limited to: personalised tutoring, digital libraries and extra resources). These services will be detailed in separate Agreements.
- g.** If you withdraw from your Programme, you may still be liable for some or all of the tuition fees according to provisions stated on point j.
- h.** If you have unpaid and outstanding tuition fees you will not be able to register for the next academic year;
- i. OPIT has the right to withhold all award certificates;
 - ii. you may be excluded from attending a graduation ceremony; and
 - iii. academic references will not be provided to you, in each case until you have cleared the debt.
- i.** You have a statutory right to cancel your Student Agreement with OPIT within 14 calendar days of the date of the letter/email confirming your Student Agreement with us. If you wish to cancel your Student Agreement more than 14 calendar 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.
- j.** Cancellation or withdrawal refunds:

Cancellation or withdrawal must be communicated via email at the address cancellation@opit.com

Cancellation Date

Refund

Within 14 days of confirmation of the agreement between us

100% refund of all paid fees.

After 14 days of confirmation of the agreement between you and us, but before the term start date

No refund for the deposit, 100% refund of any other fees paid.

After the term start date

No refund for the deposit or past or current terms, 100% refund of any other fees paid.

Example: cancellation is requested four weeks into the term. Therefore, no fees for the ongoing term will be refunded, with 100% refund of any other fees paid.

Note: following the completion of the first 14 days following confirmation of your Student Agreement, any notice of cancellation from you will take effect 14 days after the date on which we receive your letter or email of cancellation.

k. Any debt you may owe to OPIT will be deducted from any refund of fees. OPIT, at the discretion of the Director of Finance, may make an administrative charge to recover the cost of making the refund.

l. All refunds will be returned to the payee by either bank transfer or credit/debit card within 14 days of the refund being approved.

m. If you are in receipt of a tuition fee loan, it will be your responsibility to contact the loan provider to advise it of your decision to withdraw from or interrupt studies.

3. Changes to your Programme

a. OPIT undertakes to make every reasonable effort to provide the teaching and academic facilities necessary for your course of study.

b. Circumstances outside our control:

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

c. Maintenance of academic standards:

OPIT may suspend or cancel registrations and enrolments for a module if it is unable to guarantee academic standards at the start date of the module:

where either too few or too many students have registered or enrolled for the module to enable OPIT to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the module and/or accreditation requirements; or

in the case of the first presentation of a module only, where notice has been given during the registration process that the module is under development or subject to accreditation or validation, and OPIT 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 module starts; or

for any other module, there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened for that academic year that requires a significant change in order to maintain the currency or academic standards of the module or the academic reputation of OPIT that OPIT is not reasonably able to make before it starts; or

there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that OPIT is unable to resolve before the module starts.

OPIT 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.

d. Short-term changes to learning, teaching and assessment arrangements:

OPIT may have to postpone, relocate, restructure or cancel tutorials, forums, day schools, residential schools and other teaching sessions, assessments or examinations due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of OPIT's staff or otherwise, short-notice absence of teaching or other staff, or short-notice unavailability of premises, facilities or materials. OPIT 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.

e. Changes to Modules:

OPIT will not normally make changes to a module for students who are enrolled or registered on that module.

A change to a module on which you are enrolled or registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.

Where a change is made to a module on which you are enrolled or registered, you will be given as much notice as possible of the change and, if there is any detriment to you as a

result of the change, the opportunity to withdraw from that module without penalty. Modules on which students are not yet enrolled or registered may be changed or withdrawn at short notice.

f. Changes to Qualifications:

OPIT continually seeks to enhance its students' experience and ensure that courses remain valid, relevant and current. The modules that are made available in future will reflect the aims of OPIT and may therefore not include the same subject content, teaching or assessment methods as the modules available at the start of your qualification. Modules on which students are not yet registered or enrolled may also be amended in any circumstances referred to in this document.

In line with this aim and in any of the circumstances referred to in this document, OPIT may make changes to the structure of its qualifications. These may include such matters as the balance between core, options and free-choice modules, the balance between coursework and examination or other forms and types of assessment, the order of study and rules for progression through the qualification, and the requirements for attendance at or participation in specific learning activities.

You will be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the teach-out arrangements set out in any notice given.

The notice period provided may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification.

If you are unable to complete your qualification within the notice period, you will be able to obtain advice and guidance to help you move to a similar qualification under the new structure.

g. Withdrawal of Qualifications:

The circumstances in which OPIT may withdraw qualifications are set out within Institutional Regulations on awards validated by MFHEA. If you are registered for or have declared a qualification and OPIT has approved the withdrawal of that qualification, you will be given notice of the withdrawal and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required modules. If the period for withdrawal is shorter than that of the qualification time limit, then the withdrawal date will override the qualification time limit.

Except in the circumstances set out below, the minimum period of notice that you will be given will be sufficient for you to complete the qualification at a study intensity of half the full-time equivalent rate, assuming that you do not defer or fail any module or take any study break.

The notice period set out above may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification for the change to be made in a shorter period of time.

If you are unable to complete your qualification within the notice period, you will be able to obtain advice and guidance to help you move to a related qualification or, if you are an undergraduate student, to an equivalent qualification.

You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are awarded credit as a result of:

- . a resit or resubmission of your final module(s); or
- i. a retake at the earliest opportunity if your final module does not provide a resit/resubmission opportunity.

4. Communicating with you

a. We will communicate with you about your offer of a place on your Programme through your email address.

b. The Material Information provided as part of your acceptance of an offer of a place on your Programme, including these Terms and Conditions, will be available to you throughout the duration of your Programme via your MyOPIT.

c. Once you have registered, we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:

- i. your OPIT email address. We expect you to check your OPIT email account frequently both during and outside term time
- ii. your LMS
- iii. the official OPIT website
- iv. the official OPIT social media channels
- v. the mobile phone number you provided at registration
- vi. by post to either your term-time or your home address as appropriate.

d. In connection with communications made through the website, you are aware that references to pages/documents (in this or other documents published on OPIT's website) may change over time; it is your responsibility to find the documents within the website even when its structure changes.

e. You will be given an OPIT account, which you must use responsibly and in accordance with the Information Technology Acceptable Use Policy. Please note that you must promptly inform OPIT of any changes to your contact details.

f. The information provided in your application papers will be retained by OPIT, will be used for the purpose of processing your enrolment and will form part of your student record after you have enrolled.

g. We will use your personal information to maintain your student record, to provide support for your studies and for other facilities. Please see the Data Protection Policy for more information. We will only share your information with others in accordance with our Data Protection Policy. See Section 11 of these Terms and Conditions.

5. Termination

a. The relationship between you and us will end if:

- i. you withdraw from OPIT, or
- ii. you are required to withdraw owing to your academic performance in accordance with our Institutional Academic Regulations or in accordance with our disciplinary procedures; or
- iii. you have not done something you were required to do to as a condition of your registration (for example, to pass a previous module or to obtain a work placement); or
- iv. you do not pay your fees.

b. We may terminate our relationship with you in writing with immediate effect if:

- i. you are expelled, or you are found to have committed a serious breach of the Code of Practice for Student Discipline, or any breach of restrictions placed on your access to study; or
- ii. between accepting an offer and starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or
- iii. in our reasonable opinion you have failed to provide us with all relevant information or have supplied false or misleading information, relating to your application for your Programme; or
- iv. your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or
- v. your continuing registration at OPIT puts us in breach of any of our legal obligations to comply with Maltese Government or other legal requirements; or
- vi. you fail to maintain employment required as part of your programme, regardless of cause or fault.

c. If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your Programme. If at the time of termination, you have registered, we shall be entitled to require you to stop studying on your Programme and leave OPIT immediately.

d. On termination, you are required to pay all outstanding fees immediately.

e. Any actions we take under the above will not restrict our ability to pursue any other action against you that we have the right to take.

6. Complaints

a. We have a student complaints procedure that is applicable to all students. Full details of the procedure can be found in the Students Complaints Procedures, as detailed in OPIT's IQA, art. 8 (the IQAs are, available in the "Legal and Privacy" section of OPIT website, <https://www.opit.com/legal-and-privacy/>).

7. Liability

a. We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these Terms and Conditions to a reasonable standard or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- i. your own fault; or
- ii. the fault of a third party.

b. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Our liability to you in the case of loss or damage other than for death or personal injury caused by our negligence, or fraud, is (except where limitation is unlawful) limited to 150% of the total sums paid to us by (or in respect of) you whilst enrolled on your Programme.

c. We will not be liable to you for events outside our control that we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over- or under-demand from students, staff illness, significant changes to higher-education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

8. Intellectual Property

a. OPIT reserves the right to be regarded as owning all intellectual property generated by you during your studies. Therefore, by signing acceptance of our offer, you assign to OPIT, by way of future assignment, all intellectual property created by you in the course of your research as a student of OPIT, at sole discretion of the latter. You also license OPIT to use

any of your previously created intellectual property which is incorporated in a research performed during your studies or in a research outcome.

b. You must keep your research material confidential. We may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should OPIT derive a commercial value from your research, you may be entitled to apply for a share of net revenue.

c. We own or have licensed to us the intellectual property in all course materials produced by us or on our behalf and such materials should only be used for your own personal study purposes.

9. Your right to cancel

a. Please see paragraphs 2.k. and 2.l. of these Terms and Conditions for more information on your right to cancel.

b. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (for example in a letter sent by post, or via email).

10. Data Protection

a. When you enter into an agreement with us, you are giving us the right to hold and process your personal information, including sensitive personal information, for administrative purposes and in order to provide you with educational services. We will process your personal information in accordance with all relevant data protection laws, including the General Data Protection Regulation (EU) 2016/679, and our Data Protection Policy. You are invited to consult our Privacy Policy available on the Institute's website "LegalTerms and Privacy" section, available from the footer of the website (as at the date of this document, available at <https://www.opit.com/legal-and-privacy/>).

11. Disabilities

a. If you have a disability or a long-term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you.

12. General

a. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will

remain in full force and effect. In the event of a conflict, the conditions stated in the student's contract referring to the individual course shall prevail.

b. These Terms and Conditions, the Material Information referred to in paragraph 5.2 and any terms and conditions provided by any Partner Institution override any other communication, document or representation made by you or us, either in writing or orally. These Terms and Conditions are the entire understanding between you and us about your Programme and replace any other undertakings or representations.

c. These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

d. This contract is between you and us and no other person shall have any rights to enforce any of its terms.

e. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

f. A reference to a law or a regulation shall include any amendments made from time to time under that law or regulation.

g. The relationship between us shall be governed by and in accordance with the laws of Malta and we and you agree to submit to the exclusive jurisdiction of Malta.

h. In the event of a conflict, the conditions indicated and accepted by the student in the "Student Agreement" referring to the individual course shall prevail.

i. Any dispute concerning the interpretation and performance of this contract shall be settled amicably within 60 days of the dispute arising.

In the event that an amicable settlement of the dispute cannot be reached, the parties agree that any dispute or claim arising out of or relating to this contract, or to its breach, termination or invalidity, shall be settled by arbitration in accordance with Part IV (National Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre, currently in force.

Additional issues which may be regulated by the arbitration agreement:

- (a) The appointing authority shall be the Malta Arbitration Centre;
- (b) The number of arbitrators shall be three;
- (c) The place of arbitration shall be Malta;
- (d) The language(s) to be used in the proceedings shall be english;
- (e) The applicable substantive law shall be maltese;
- (f) The award shall be final and binding and there shall be no appeal;
- (g) The arbitrator shall decide ex aequo et bono;

13. Recording Consent

a. OPIT has facilities to record your taught classes (lectures, seminars, practical's) to support your studies. These recordings will allow you to review and revise sessions at your own pace whenever and wherever suits the way you learn. In order to make these recordings we need your consent covering those instances when you may contribute to a class.

b. You hereby consent to your data, including your personal data, being recorded and used by OPIT for educational purposes only, in accordance with its Audio/Video Recording for Educational Purposes policy.