

Student Agreement (according to LN 296 of 2012 article 26)

Terms and Conditions

Forwarding payment in any means to Future Focus demonstrates your understanding and acceptance of the terms and conditions as detailed below.

This is an agreement between Future Focus and you. These terms and conditions apply to your application for a programme of study and subsequent matters arising from that application. They aim to outline your obligation as a learner and our obligation to you. All bookings are subjects to availability.

For the purposes of this document "course" refers to any Future Focus programme of study including related assessment(s). All bookings and alterations to bookings are made subject to availability.

Mission Statement

We are committed to achieve sustainable growth to the benefit of our stakeholders by providing a comprehensive range of high quality training that will enhance the career prospects of our students. We are committed to providing life long learning opportunities and to make learning fun, interesting and exiting.

Business Philosophy

- We put our **Customers** first and strive to secure their loyalty through top quality service.
- We value our **Employees** and seek to help them achieve their full potential.
- We embrace **Professionalism** and seek **Excellence** in everything we do.
- We do our best to help our **Communities** be better places in which to live, work and grow.

Corporate Responsibility

We recognize that our corporate actions and decisions have a significant impact on the society in which we operate and we are committed to managing this impact in a very responsible manner.

We are committed to running our business to high ethical, legal and professional standards.

Dealings with Customers

We undertake to:

- treat customers fairly, openly, honestly and with the utmost courtesy and to ensure, at all times, that the fair treatment of customers is central to our behaviour;
- provide high standards of service and deliver a positive experience throughout the customer's relationship with us;
- promote and provide value for money training that meet the needs of our customers;
- operate an effective complaints procedure to deal with disputes with our clients
- maintain the confidentiality of customer information, other than where the law requires or permits disclosures, or where our customer has given prior written consent;
- continue to develop clearer and more explicit application forms, product information guides and other documents whilst bearing in mind the legal nature of certain documentation;
- Ensure that we do not discriminate on the basis of gender, nationality, political opinion, religious or philosophical beliefs. In considering applications for training we will ask questions about your education and background, factors likely to influence your acceptance on a course. It is only by asking these detailed questions that we are able to accept the majority of our students.
- avoid conflicts between personal interests and our duties to all our customers;
- ensure that all our tutors are qualified, have sufficient work experience and carry out their training in a professional manner.

Customer Privacy

The Data Protection laws place obligations on users of personal information and lays down principles for fair and lawful processing of this information. This Act entitles you to be informed about the purposes for which we process such information. You also have the right to request access, rectification and, where applicable, erasure of such information relating to you that we hold about you in our records. These rights are subject to certain conditions under the Act. We undertake not to transfer or exchange any information that we hold about you unnecessarily to or with any third party organization (outside the Future Focus Group of companies) without first obtaining your written consent to such transfer of information.

Your right to complain

We aim to meet the needs of our clients in the most professional and efficient manner. It is therefore very important that you inform us when our level of service or products does not meet your expectations. If you wish to complain about our services please submit your complaint in writing to:

The Managing Director

Future Focus Ltd
8, Magazines Street
Floriana FRN 1119

Although our aim is to resolve all complaints in an efficient and fair manner, we may not resolve all complaints to the satisfaction of our clients and there may therefore be instances when our clients may not be satisfied with our written reply. In such instances we would always be prepared to meet our clients individually in order that we may explain our position in more detail.

Additional support for learners with individual needs

Future Focus will offer support to learners with individual learning needs and/or disabilities. It is the learner's responsibility to inform Future Focus of any individual needs on the applications form so that appropriate support can be provided.

Balance Payments

Balance payments are due on the first day of the course. Students who would like a payment instalment agreement should ensure that this is prepared and signed on the first day of the course. This carries a fee of Euro 20. Payments made cannot be transferred to third parties.

Cancellation & Transfer Policy

Future Focus will advise learners of any intention to cancel a course at least one week before the intended course start date where permitted. If a course is cancelled within this timeframe a free transfer or refund will be offered.

Our level of service – what you should expect from us

We shall aim to deliver the following service commitments:

Correspondence:

When you write to us we will reply to your correspondence within 10 business days from receipt of your letter.

Contact by e-mail:

We will respond to your e-mail request for information within 3 business days. We may communicate with each other by electronic mail and/or other forms of electronic communication. By consenting to this method of communication you and we accept the inherent risks. Whenever we communicate by email there is no guarantee that any e-mail sent will be received or that the contents of any such e-mail will remain private during transmission. Should you have any such concerns you may prefer to telephone or write to us instead.

Contact by telephone:

Whenever you communicate with us by telephone we may not always be in position to provide you with the information that you require over the telephone due to the fact that we may not be in a position to verify your identity. In certain cases we may have to ask you to call at our offices in person. Usually, our staff will answer your telephone call within 30 seconds when your call is made during our business hours. However, there are times during the year when demand for our service is high and you may have to wait a little longer before your call is answered. Please accept our apologies if we keep you on hold for more than one minute.

ADMINISTRATION AND OTHER MATTERS**Waiting list**

It is important that you make the best of this opportunity to follow a course at our training centre. Remember that you might be among the first to get qualified (depending which course you are following) so employment opportunities will be better than for those following you. Please remember that we have a waiting list for this course, so do make the best of the programme.

Refund Eligibility

In the case of course fee refunds, deposits for courses are not refundable. Course fees are due in full on the first day of the course. Arrangements can be made with Future Focus for staggered payments. However the course fee remains due in full even if the student discontinues attendance.

Refunds will be given in full if for whatever reason the course is cancelled or postponed or held on a separate day or time than that originally agreed to.

Skills assessment

Students may be asked to demonstrate a certain level of knowledge before they are accepted into a programme. This is designed to assess whether or not students possess the core competencies necessary to successfully complete the course. Students who fail to display the designated competencies will be required to clear any deficiencies before registering for courses.

The student has a right to request the assessment results upon completion of the programme and if the student is not in agreement with the result, the student has a right of appeal. In order to apply for an appeal, the student should request a copy of the Appeals procedure from Future Focus Ltd. An appeal has to be lodged within 10 days from receipt of the results and not later and the right will be forfeited if the procedure is not followed.

Putting a course on hold

If during the course a student has a personal circumstance which prohibits him/ her from attending, Future Focus gives the student the opportunity to put the course on hold and continue it at a later date. This would only be possible if the course is being continued but Future Focus does not give any guarantee that this will be so. If the course is continuing but there are changes to it in terms of units and assessment, the student will need to follow the newer version when he/ she resumes the studies. Putting a course on hold will only be allowed subject that all course fees are paid in full prior to the pause being taken. A course can be put on hold for a maximum period of 2 years. The period begins to run from the date of inception of the course. Course extension fees may be applied. Future Focus does not guarantee that the same teacher will be teaching the course after the student resumes his/ her studies nor does it guarantee that the course will be on the same day or at the same time.

Course duration

A student will be entitled to claim a certificate on completion of all the required assessment and on obtaining a pass in all the units of the course. If the course contains a practical component this should be completed during the course and no longer than 6 months after the end of the last lesson.

Disputes

Any dispute under this agreement will be referred to by either party to arbitration. However if the student prefers some other process this agreement does not prevent the student from seeking any other legal remedies.

Course material

You will be given course notes but it is also important to carry out some additional reading or to search material on the internet.

Guarantee of employment

Future Focus does not guarantee employment of any kind. Employers may or may not accept the qualifications when offering employment. It is important to check eligibility with prospective employers. Nevertheless those who need help to find employment can get this from Future Focus. Please ensure that you have a well written CV, that you know how to prepare for an interview and so on. We can take a horse to water but we cannot make it drink. You must help yourself. We will provide you with the tools to get employed.

Recognition of courses

Future Focus provides training of two kinds: those with a foreign certificate and those courses with a local certificate. All courses are recognised by the private sector. With regards to employment in the public sector or service, you should refer the matter to the NCFHE. Most courses are recognised by NCFHE however since Future Focus offers over 100 different qualifications it does not guarantee that all its overseas courses are recognised by NCFHE. If you need clarifications please contact NCFHE directly. It is the responsibility of the applicant to clarify matters before enrolment. You can also ask for an official copy of the accreditation from NCFHE from our offices. A copy can be given on request.

Lost course material

This can be repurchased at a cost.

Exams

Once a student signs the exam sitting form the paper is ordered. It is not possible to change exam dates. If for any reason the student does not attend for the exam, a new paper has to be ordered at a cost. Details of costs involved are available from the administration office.

Certificates

It is important to check that your name is spelt correctly on the application form and on the exam paper. If a certificate is issued and needs to be changed a fee is payable for this. Certificates will not be issued unless the course fee has been paid in full. Certificates can be collected from the office on presentation of an ID card or other official document. Certificates are not sent by post.

Changes to personal details

It is the learner's responsibility to ensure that Future Focus is provided with correct personal information. Changes to name require a copy of legal documentation. Future Focus will not be liable for any errors due to incorrect personal information.

Confirmation of choice

Signing an application form and/or the terms and conditions section on the application form confirms that learner is attending the course of his or her own choice and that, even if an employer or other party is paying the fee, the learner accepts the value of the course and its benefits.

Health & Safety

All learners must comply with the legislation relevant to the working areas and behave in a manner that does not put his/herself or others at risk. All learners must familiarise themselves with Fire Evacuation Procedures. Corridors and stairways, which are provided for the safe passage of people using the venues, should not be obstructed.

Invoice bookings

For courses paid by companies rather than individuals, we require a completed application form and purchase order which includes (in block capitals) the full name, address and telephone number of the authorising signatory, accepting our terms and conditions.

Telephone bookings

Telephone bookings must be accompanied by telephone payment. There is a seven working day cooling off period for telephone bookings, the day of booking being the first day. During this time, a cancellation or transfer can be made free of charge. This does not apply once the course has started.

Postal and Fax Bookings

Future Focus will not take responsibility for delayed postal and fax applications. Course bookings will always be processed on a first come, first served basis, and will only be accepted when accompanied by a completed, dated, and signed application form and appropriate payments. A deposit (where applicable) must accompany applications submitted more than four weeks prior to the course start date to guarantee a place. Deposits are not refundable. Purchase order payments must be accompanied by a completed, dated, and signed 'purchase order cover sheet' and a fully completed, dated and signed application form.

Refunds

Any refunds will be made to the individual or company that made the initial payment(s). If payments have been made by more than one individual/company then, where these have been separately identified at the time of payment, the net refund will be made to the individual/company concerned divided in the same proportions to the original payments.

Refunds will be made in accordance with Consumer Protection law and any provisions under this agreement do not deny the student rights to take further action under the Consumer Affairs Act. In order to apply for a refund, a written request has to be sent in to Future Focus Ltd.

Re-sits/individual assessments

Re-sit assessments are not included in the course price so there will be additional fees if you refer. Assessments and re-sits cannot be cancelled or transferred within six weeks' notice of the assessment start date. Requests for cancellations or transfers before this time will be subject to an administration charge amounting to 25% of the assessment fee.

Re-sits

A student can re-sit the examination unless that student has been disqualified from sitting the exam. To order a re-sit paper a form must be filled in and the due fees are to be paid. The date and time of the next sitting is to be agreed with the administrator of the exams. An exam can be taken three times. If the student does not pass the third sitting a certificate of attendance will be awarded. This certificate is only awarded if the student has attended at least 90% of the lessons.

Unacceptable behaviour

Aggressive and/or threatening behaviour and any other conduct likely to cause offence or harm to the other will not be tolerated on Future Focus courses including without limitations: offensive and/or racist language and behaviour; acting in an unsafe manner; harassment of others; damage of defacement or property; disruption to the work or recreation of others; bringing alcohol or drugs to the learning environment. Any learners guilty of such behaviour will be removed from the course and all fees paid will be forfeited. If any learners' behaviour results in breaches of the law, Future Focus reserves the right to involve the police and to prosecute the individual(s) concerned.

Completion of the course

The course is to be completed within 12 months from the last lecture. This gives the student ample time to complete any work placement and pending assignments. Any student not completing within the time frame may apply for an extension of 6 months but in this case an extension form is required and the prescribed fee will need to be paid. If the course is accredited by a foreign institution a membership renewal may be required. You would need to check the membership due date with the administration office. Future Focus reserves the right not to grant the extension if the student does not provide a justifiable reason for this extension. An extension cannot be allowed for courses which will be discontinued or which will be undergoing change.

Name of student

Signature

Date of signature day of.....