



Fit-Tribunal tal-Konsumatur

Dubravka Duric

Vs

The Computer Training Centre

CCT 150/21/MM

Today, 18th January 2023

The Tribunal

Having seen the claim filed by the plaintiff on the 10th of September 2021 whereby the sum of Euro 575.00 is being claimed representing the value of the IVQ Health Care Diploma MQF Level 3 enrolled into by the claimant on the 7th of October 2020, which course was not as advertised.

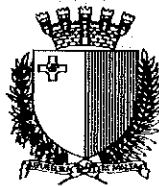
That the defendant company did not file any written pleas but instead attached documentation signed by Professor Glen Farrugia on behalf of the Institute of Tourism Studies confirming that *'the plaintiff had successfully passed all modules which constitute the MQF level 3 Award in Healthcare Essentials which is accredited locally by the institute of Tourism Studies and delivered in collaboration with TCTC Malta'*, as well as an email addressed to MCCA.

Having seen the documents filed and the evidence tendered on oath.

Having seen the records of the case.

Considers.

That this case concerns a claim for a full refund of the course enrolled into by the plaintiff offered by the defendant company and this on the basis that according to the plaintiff,



despite the course consisting of 51 hours of theory and 72 hours of practical training in hospital, the practice was cancelled. The plaintiff also alleged that the students were asked by the school to fake their attendance at hospital and to fill in the worksheets with imaginary situations. This was requested as the school was timebound to pass on their results to adjudicating board, City and Guilds.

Additionally, the plaintiff claims that about four months after the completion of the course, the defendant informed the students that it was not issuing the IVQ Diploma and offered them the possibility to sit, (it was later decided that it should be free of charge), for the MQF 3 Award in Healthcare Essentials.

The plaintiff insists that she was misled as later on she found out that the original course she had applied to had been withdraw since October 2020 and therefore not recognised.

On the other hand, Mr Ray Abela, in representation of the defendant company insists that it was only in January 2021, that is after the commencement of the course by the plaintiff in November 2020 that they were informed by City & Guilds that such recognition was being withdrawn and replaced by another form of accreditation, which accreditation was more costly, with more added value and was offered to the plaintiff at no additional cost.

With regard to the claim that there were no placements at the hospital, Mr Abela insists that this decision was independent of his volition and was accordingly decided by the Health Authorities due to Covid-19. Indeed the Health authorities did not even concede that classes are held in classroom let alone job placements in hospitals.

Mr Abela confirmed that with regard to the course modules she had paid for and for which she attended, obviously according to the limitations already stated, she was issued with the accredited certification which is yet to be collected by the plaintiff, as she is refusing to do so.

Considers.

That this Tribunal does not share the views of the defendant company and while it does understand that it did its utmost to own up to its obligations, IVQ Health Care Diploma MQF and MQF 3 Award in Healthcare Essentials are not the same irrespective of the grade accorded by the Institute for Tourism Studies, TCTC and/or the Malta Qualifications Recognition Information Centre (MQRIC).



MALTA

That the very fact that Mr Ray Abela, in representation of the defendant company acknowledges that it was only in January 2021, that is after the commencement of the course by the plaintiff in November 2020 that they were informed by City & Guilds that such recognition was being withdrawn and replaced by another form of accreditation, at this point the students should have been offered the options to a) get a full refund and withdraw from the course without any certification or b) accept the new course at no additional cost; or c) withdraw from the course, get a partial refund and obtain a certificate or letter covering the modules covered to that extent.

With regard to the fact that the agreed course could not be delivered as promised because the Health Authorities refused to accept placements due to COVID-19 this Tribunal considers the following. While it is true that this constitutes a force majeure event, one should keep in mind that the very nature of the course itself (consisting of 72 hours practice vs. 51 hours of theory) greatly impacted the contract between the parties and in such an extensive and prolonged force majeure event it allows the parties to terminate the contract without penalty. In this case, the plaintiff is justified to demand a full refund. Clearly the plaintiff does not benefit from the certificate given as she has not even collected it. She does not want an equivalent certificate, she wants the one she paid for.

Decide

For these reasons, the Tribunal accedes to the plaintiff's claim and condemns the defendant company to pay the amount of Euro 575.00 with costs to be borne by the defendant company.

A handwritten signature in blue ink, appearing to be 'Martha Mifsud'.

Avv. Martha Mifsud LL.D

Arbiter