

# AGREEMENT

## THE TERMS AND CONDITIONS FOR LOCAL & INTERNATIONAL STUDENT

NAME OF PROGRAMME : .....

DURATION : .....

AN AGREEMENT is made on the day ..... of ..... month of year ..... between **ISBAUK THINKING SKILLS ACADEMY/ISBAUK THINKING SKILLS COLLEGE (Wholly-Owned by CQ-TEC (KL) SDN. BHD. (282491-D)**, an educational institution in Malaysia and having its registered office at **Level 10, Suite 10-01, Brem Mall Kepong, Jalan Kepong, 52000 Kuala Lumpur** (hereinafter referred to as “the ISBAUK”) of the one part, and Mr/Mrs/Miss/..... NRIC.No./Passport No. .... at the address of ..... (hereinafter referred to as “the Student”) of the other part.

WHEREAS;

- a) The ISBAUK is an educational institution in Malaysia.
- b) The ISBAUK now intends to offer its educational facilities to the above student.
- c) Both parties hereto mutually agree that the Agreement shall be subject to the following terms and conditions.

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### FOR PARENT/GUARDIAN/AGENT DECLARATION:

AN AGREEMENT is made on the day ..... of ..... month of year ..... between **ISBAUK THINKING SKILLS ACADEMY/ISBAUK THINKING SKILLS COLLEGE (Wholly-Owned by CQ-TEC (KL) SDN. BHD. (282491-D)**, an educational institution in Malaysia and having its registered office at **Level 10, Suite 10-01, Brem Mall Kepong, Jalan Kepong, 52000 Kuala Lumpur** (hereinafter referred to as “the ISBAUK”) of the one part, and Mr/Mrs/Miss/..... NRIC.No./Passport No. .... at the address of ..... (hereinafter referred to as “the Agent”) of the other part on behalf of student. The parent/guardian/agent is also subjected to the rules and regulations of the ISBAUK as stated below and will take responsibility for all payments payable to the ISBAUK on behalf of the student.

## **REGISTRATION RULES AND REGULATIONS:-**

### **1. GENERAL**

- 1.1 The student must enroll as a full time student.
- 1.2 The student must abide by the rules and regulations of the ISBAUK at all times, until the student complete his/her studies. The ISBAUK has a set of rules and regulations which includes the following:-
  - 1.2.1 The Laboratory Rules And Regulations;
  - 1.2.2 The Library Rules And Regulations;
  - 1.2.3 The Classroom Rules And Regulations;
  - 1.2.4 The Prayer Room Rules And Regulations;
  - 1.2.5 The Academic Rules And Regulations;
  - 1.2.6 The Disciplinary Rules And Regulations;
  - 1.2.7 The Fee Rules And Regulations; and
  - 1.2.8 The Student Handbook
- 1.3 The student must abide by the rules and regulations of the Malaysian Immigration Department (“MID”) at all times.
- 1.4 The student is not allowed to work for any organization in Malaysia. If the student is found working for any organization, the ISBAUK will inform MID to revoke his/her Student Pass and depot the student back to his/her country. In this situation, the ISBAUK is not liable to bear any costs and expenses incurred by the student and all fees paid by the student are not refundable except for Personal Bond only.
- 1.5 The student must undergo a medical check-up in his/her own country and subsequently perform another medical check-up in Malaysia at an approved clinic. Please refer to the Education Malaysia Global Services (“EMGS”) guidelines, and the report must be submitted to the ISBAUK before obtaining the Student Pass.
- 1.6 The student must sit for English Placement Test to access his/her English Language Level. If the student’s proficiency in English is incompetent, the student must enroll for the Certificate in English Language (“CIE”) for one and half (1 ½) years before enrolling in any other intended programme. The student is required to pay all tuition fees for the CIE.
- 1.7 The student must keep the ISBAUK informed of any changes in his/her current address, contact number and other relevant information that may be deemed necessary.
- 1.8 The student must ensure that his/her passport and Student Pass are valid at all times whilst he/she is studying at the ISBAUK. The student shall inform the ISBAUK for renewal of his/her Student Pass two (2) months in advance before the expiry date of the Student Pass. Failure to do so, the student shall bear the all costs or expenses charged by the MID.
- 1.9 The student must attend all lessons, classes, assessments and examinations during the programme and abide by the rules and regulations of the ISBAUK that is in force at that time. (Please refer to Student Handbook). If the student is absent from lectures/tutorials for three (3) consecutive days without any valid reasons, the ISBAUK will terminate the student’s studies and will inform the MID to revoke his/her Student Pass. Fees paid will not be refunded except for the Personal Bond only.
- 1.10 The student indemnifies the ISBAUK, its employees and fellow agents that the ISBAUK will not be held responsible for any loss and/or stolen and/or damages caused by natural or unnatural act.

- 1.11 The student indemnifies the ISBAUK, its employees and fellow agents against any legal action, risk, liability and potential claim as a result of safe keeping of passport on his/her behalf.
- 1.12 The student indemnifies the ISBAUK against any claims/losses/damages that the student may violate in relations to:-
  - 1.12.1 Involvement in subversive activities;
  - 1.12.2 Speaking disparagingly of religious, political and racial issues;
  - 1.12.3 Instigating his/her colleagues, which may affect the institution's or Malaysian Government's reputation;
  - 1.12.4 Found guilty of sexual harassment involving a student/public or any immoral behavior of such nature;
  - 1.12.5 Found to be addicted to alcohol or drugs or involved in any conflict or illicit dealings;
  - 1.12.6 Abusing the facilities of the ISBAUK or Malaysian Government for personal gains and benefits;
  - 1.12.7 Violating any provisions of any written law, whether within or outside the campus;
  - 1.12.8 Conducting himself/herself, whether within or outside the campus, in any manner which is detrimental or prejudicial to the interest, wellbeing or good name of the ISBAUK or any of the students or to public order, decency or discipline;
  - 1.12.9 Disrupting or in any manner interfering with or causing to disrupt any activity carried out by or with the permission of the ISBAUK;
  - 1.12.10 Disrupting or in any manner interfering with or to disrupting any officer or employee of the ISBAUK or person including students acting under the direction of such officer or employee from carrying his/her duty;
  - 1.12.11 Organizing, inciting or participating in the boycott of any examination, lecture, tutorial or class or any legitimate activity of the ISBAUK;
  - 1.12.12 Damaging in any manner or cause to damage in any manner, any property of the ISBAUK or the employee or student or third party;
  - 1.12.13 Contravening or failing to comply with any instructions or requirement by library staff, laboratory staff or any other employee in respect of the use of the facilities therein;
  - 1.12.14 Doing anything, which may be prejudicial to the cleanliness and neatness of the premises within the campus; and
  - 1.12.15 Entering any part of the campus, the entry into which is prohibited to generally or at a particular time except with the authorization of the ISBAUK.
- 1.13 If the student violates any rules and regulations as stipulated by the ISBAUK and/or Malaysian Law or any unethical practices/misconduct as mentioned above, the ISBAUK will inform the MID to revoke his/her Student Pass and deport him/her back home. The ISBAUK will not be liable to bear any costs or expenses incurred. Fees paid are not refundable except for the Personal Bond.

## **2. ENROLMENT POLICY**

- 2.1 The student's guardian/agent/the student must deal directly with the ISBAUK for registration and application matters including the Student Pass application and enrolment for the programme.
- 2.2 Third party is NOT allowed to deal with the ISBAUK in the matters of student's application, registration and enrolment.
- 2.3 All completed documents must be submitted to ISBAUK not later than two (2) working days. If there is any delay in submission of documents, the student shall be held liable for any consequence that may arise.
- 2.4 All documents submitted should be copies of the original and the student shall be solely responsible if there is any forgery or whatsoever.

- 2.5 Upon registration, the student must immediately make payments of enrolment fees.
- 2.6 If the EMGS shows active/blacklist/pending records from their previous institution, the student must clear beforehand the EMGS records himself/herself before re-registering. ISBAUK will not be held responsible for any delay that may arise.
- 2.7 The student should understand that after making all the above payment, the ISBAUK does not guarantee that the student would have approval from EMGS. The approval is at sole-discretion of EMGS. The student will not hold the ISBAUK responsible on this matter.
- 2.8 The student is aware that the insurance card offered by EMGS is subject to achieving the minimum medical condition as stipulated in EMGS basic guidelines. No medical card will be offered if the student FAILS the medical screening.
- 2.9 The student agrees to use ISBAUK's Student Pass solely for studying at the ISBAUK and not for any other purposes. The student would not hold the ISBAUK responsible if the student is being apprehended by any enforcement authorities for any matters.
- 2.10 Enrolment Fees must be paid when the student enroll at the ISBAUK. These fees paid are strictly not refundable in any conditions. Please refer to the Clause 4 of this agreement.
- 2.11 The student is required to pay all the fees as mentioned above upon his/her enrolment at the ISBAUK. Otherwise, the ISBAUK will not forward the student's application to EMGS until the full enrollment fees are paid.
- 2.12 The student should obtain consultation from the Course Counselor appointed by the ISBAUK for any arising problems and obtain the correct and valid information about the application and registration procedures and processes.
- 2.13 If Student Pass application has been rejected by the MID, all the above fees paid to ISBAUK are not refundable.
- 2.14 The student has no right to make any complaint to the Malaysian Government Department for any claims, losses, damages (including direct or indirect damages or losses) or liability howsoever arising to him/her. The decision made by the ISBAUK is final.
- 2.15 Offer of study is subject to the ISBAUK terms and conditions of registration and the payment of tuition fees, deposit and other fees as required by the ISBAUK. Upon acceptance of the offer, students are required to abide by the Code of Conduct and the rules and regulations of the ISBAUK.

### **3. PAYMENT POLICY**

- 3.1 All fees are to be paid in Malaysian Ringgit ("MYR"). The student has to ensure that the equivalent amount in MYR is made. Please take note that the payment should be made online via Telegraphic transfer/demand draft/swift transfer to CQ-TEC (KL) SDN. BHD.
- 3.2 Details of our bank accounts are as follows:
  - Account Name : CQ-TEC (KL) SDN. BHD.
  - Bank Name : CIMB
  - Bank Address : Jalan Ipoh, Kuala Lumpur, Malaysia
  - Account No : 8000192269
  - Swift code : CIBBMYKL

PLEASE BE REMINDED THAT THE ISBAUK WILL NOT ACCEPT ANY CHEQUE FOR THE FIRST YEAR TUITION FEES.

- 3.3 The student is required to inform the ISBAUK via email at least five (5) working days prior to his/her arrival to Malaysia with the following information:
- i. Flight Number
  - ii. Name of Airline
  - iii. Date, Place and Time of Departure.
  - iv. Date and time of arrival to Malaysia
  - v. Payment Receipts or Bank in Slip or Telegraphic Transfer receipts
- 3.4 First year fees must be paid in FULL prior to his/her arrival in Malaysia. Failure in settling the FULL amount, the ISBAUK will not be able to clear the student from the immigration checkpoint at airport. ISBAUK will not accept any reason pertaining to this matter.
- 3.5 The student is required to pay all the fees for the first year before obtaining the Student Pass from the ISBAUK or the Student Pass would not be processed until the payment is made.
- 3.6 The student must ensure that he/she does not leave their country until he/she gets verification from the ISBAUK admission department regarding the payment of the first year tuition fees. These fees includes:-
- 3.6.1 Personal Bond
  - 3.6.2 EMGS Fees
  - 3.6.3 Deposits
  - 3.6.4 Tuition Fees
  - 3.6.5 Case Study
  - 3.6.6 Examination Fees
  - 3.6.7 Facility & Service Fees
  - 3.6.8 Hostel
  - 3.6.9 Insurance
  - 3.6.10 Medical
  - 3.6.11 Miscellaneous Fees
  - 3.6.12 Membership Fees
  - 3.6.13 Department of Skill Development Fees ( JPK Fees)  
(Please refer to Course Fee Structure)
- 3.7 Personal Bond to be referred to the personal bond rate as per EMGS guidelines.
- 3.8 The payment terms for subsequent years are as below:-
- 3.8.1 Second and third year's course fee must be paid to the ISBAUK two (2) months in advance before the commencement of the next level/semester in accordance with the Student Pass date. If there is no payments received within the stipulated period given for renewal, the student hereby agree that the ISBAUK will proceed for termination of the Student Pass and report to the relevant enforcement authorities immediately. The student must agree to leave the country and all cost related to this to be borne by the student.
  - 3.8.2 All payments made are STRICTLY non-refundable and/or non-transferable except for personal bond.
  - 3.8.3 All Student Pass renewal fees must be paid to the ISBAUK two (2) months before Student Pass expiry. The student must agree that there will be late submission charges which may vary from time to time.
  - 3.8.4 The student is not allowed to withdraw from the ISBAUK without a valid reason and the student must submit a letter explaining the reasons for withdrawal to the International Student Affairs Department for further decision by the principal of the ISBAUK.

- 3.8.5 Upon approval of withdrawal, the student must go through the student clearance process prior to issuance of the release letter. Thereafter, the student must make necessary arrangements to shorten his/her Student Pass and leave this country. The student must submit copies of documents to show proof of exit from this country.
- 3.8.6 Any withdrawal/cancellation from studies, the student must notify the ISBAUK in writing and complete the clearance process within first two months after the arrival and/or Student Pass renewal date. If the student fails to do the clearance process within the stipulated period, the ISBAUK has the right to collect the tuition fee in full.
- 3.8.7 Upon graduation, the student must surrender his/her passport within thirty (30) days to the ISBAUK to shorten his/her Student Pass and must prepare to leave the country or provide related documents of enrollment in another institution. If the student FAIL's to provide any relevant documents, the ISBAUK will proceed to report to the relevant enforcement authorities. The student must agree to leave the country and all cost related to this to be borne by the student.
- 3.8.8 If the student has been apprehended by any enforcement authorities for any matters, the student must pay all the expenses incurred to release him/her from any enforcement authorities.
- 3.8.9 Unless the ISBAUK determines otherwise, the student will not be permitted to enter the class until such fees are paid.
- 3.8.10 All fees paid by the student to the ISBAUK are strictly non-refundable (except the Personal Bond), the student hereby agrees to keep the ISBAUK fully indemnified against any such claims (if any) by himself/herself or other third party.
- 3.8.11 The student shall indemnify the ISBAUK, its employees and fellow agents that the ISBAUK will not be held responsible for any loss and/or stolen and/or damages caused by natural or unnatural act.
- 3.8.12 The student shall indemnify the ISBAUK, its employees and fellow agents against any legal action, risk, liability and potential claim as a result of safe keeping of passport on the student's behalf.

3.10 If the student breaches any of the payment policy/regulations as above:-

- 3.10.1 The student shall be barred from examinations;
- 3.10.2 The student's transcript will be withheld;
- 3.10.3 The student shall be barred from entering the class; and/or
- 3.10.4 The student shall be terminated from the programme

#### **4. REFUND POLICY (LOCAL & INTERNATIONAL)**

4.1 The Student Pass Application and Enrolment Fees are strictly not refundable in all conditions. Please refer to clause 2.0.

4.2 The ISBAUK Refund Policy is set forth in accordance with Code of Ethics of the Recruitment of Malaysia as stipulated by the Department of Private Education of the Ministry of Education of Malaysia and/or Department of Skills Development, Ministry of Human Resources.

4.2.1 Fees Paid to the ISBAUK which are refundable are as below :-

- 4.2.1.1 Personal Bond  
Provided the student had cleared all fees prior to leaving the ISBAUK. Otherwise, this will be off-set against all other fee dues (if any).
- 4.2.1.2 Deposits  
Provided the student is not liable for any damages caused to the ISBAUK's properties and/or facilities and/or any other resources belonging to the ISBAUK. Otherwise, this will be off-set against all other fee dues (if any).

- 4.2.2 All other fees paid are STRICTLY not refundable except for the below:-
- 4.2.2.1 90% of the tuition fee less all with all other due payments:-
- 4.2.2.1.1 The student who had paid the tuition fees but failed the medical screening, only the tuition fees are refundable after off-setting with all other due payments. The student must make necessary arrangements to leave this country. The student must submit copies of documents to show proof of exit from this country.
- 4.2.2.1.2 The student who had paid the tuition fees but failed to obtain the Student Pass, only the tuition fees are refundable after off-setting with all other due payments. The student must make necessary arrangements to leave this country. The student must submit copies of documents to show proof of exit from this country.
- 4.2.2.1.3 The student who had paid the tuition fees but would like to quit/withdraw before obtaining the Student Pass, only the tuition fees are refundable tuition fees after off-setting all other due payments. The student must make necessary arrangements to leave this country. The student must submit copies of documents to show proof of exit from this country.
- 4.2.2.2 The student who has commenced the programme is eligible for the following refunds should they decide to quit/withdraw from the programme within one (1) week upon arrival. The student must submit the withdrawal notice (in writing) explaining the reasons for withdrawal to the International Student Affairs Department. The student must continue to attend all classes until the approval is obtained. If the student is absent from lectures/tutorials three (3) consecutive days without any valid reasons, the ISBAUK will inform to the MID to revoke the Student Pass and terminate his/her studies with the ISBAUK. Tuition fees paid will not be refunded except for the Personal Bond.
- 4.2.2.3 If the student has commenced a programme for duration of less than one month, the student is eligible for a seventy per-cent (70%) refund of his/her tuition fees paid after off-setting all other due payments.
- 4.2.2.4 If the student has commenced a programme for duration of less than two (2) month, the student is eligible for a thirty per-cent (30%) refund of his/her tuition fees paid after off-setting all other due payments.
- 4.2.2.5 Except for the above, no other refunds will be entertained.
- 4.2.3 The students who had paid the tuition fees but the Visa Approval letter (“VAL”) had been rejected, a full refund of all tuition fees paid off-setting all other due payments. However, Enrolment fees and EMGS Fees are strictly not refundable.
- 4.2.4 The students who had paid the tuition fees but did not meet the conditions as outlined in the offer of enrolment, a full refund of all tuition fees paid off-setting all other due payments. However, Enrolment fees and EMGS Fees are strictly not refundable.
- 4.2.5 The students who had paid the tuition fees but had submitted forged documents, all fees paid are strictly non-refundable.
- 4.2.6 All decision made by the ISBAUK or the MID is final and could not be disputed by the student/other party. No appeals will be entertained.
- 4.2.7 Request for any refund must be made in writing to the principal of the ISBAUK via the International Student Affairs Department of the ISBAUK.
- 4.2.8 Refund process will take one (1) month to be settled upon submission of all relevant documents to the Accounts Department via the International Student Affairs Department.

## **5. CHANGE OF PROGRAMME**

- 5.1 The student is not allowed to change the programme unless with valid reason and must be approved by the Principal of the ISBAUK.
- 5.2 The student should understand that after making all the above payment, the ISBAUK does not guarantee that the student would have approval from EMGS. The approval is at sole-discretion of EMGS. The student should not hold the ISBAUK responsible on this matter.
- 5.3 When changing the programme, all fees paid for the previous programme must be paid in full. The student has to make a new payment for the new programme that he/she intends to register.
- 5.4 The student must produce the attendance report, transcript slips and release letter.

## **6. CHANGE OF CENTRE**

- 6.1 If the student wishes to change the Centre, the student should apply to the Registration Department by filling the relevant form subjected to the approval of the Principal of the ISBAUK and MID.
- 6.2 The student must notify the ISBAUK in writing and complete the clearance process.
- 6.3 The student should understand that after making all the above payment, the ISBAUK does not guarantee that the student would have approval from EMGS. The approval is at sole-discretion of EMGS. The student should not hold ISBAUK responsible on this matter.
- 6.4 The student must settle all outstanding fees before he/she is given permission to be transferred to other center.
- 6.5 The student must produce the attendance report, transcript slips and release letter.

## **7. ARBITRATION**

All disputes, differences or questions at any time arising between the parties as to the construction of the agreement between the parties as to any matters or things arising out of this Agreement shall be settled amicably by negotiation and discussion by the parties hereto.

## **8. SINGULAR AND PLURAL**

Words importing the singular also include the plural and vice versa where the context requires.

## **9. FORCE MAJEURE**

Not with standing anything contrary contained herein, neither party hereto shall be liable in or for damages for any breach or non-observation of any of its covenants and agreements set forth herein which results from or caused by reason or on account of any circumstances out of its control, including expressly (without prejudice to the generality of the foregoing, rebellion, insurrection, military or usurped power, riots, civil commotion's strikers or lockout of workmen, confiscation, expropriation, requisition or transfer by or under the order of any Government, public or local authority or any inevitable accident.

## **10. HEADING**

All headings contained in this agreement are inserted for convenience and shall not be taken into consideration in the interpretation or construction of this agreement.



**11. SEVERABILITY**

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**12. GOVERNING LAW & NOTICES**

12.1 This agreement shall be construed in accordance with the Laws of Malaysia. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or validity thereof, shall be referred to and determined in accordance with the Laws of Malaysia.

12.2 Any notice, request or demand requiring to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served :-

12.2.1 If it is sent by the party or his solicitors by registered post addressed to the other party's or his solicitors' address herein before mentioned and in such a case it shall be deemed to have been received at the time when such registered letter would in the ordinary course of post be delivered; or

12.2.2 If it is given by the party or his solicitors by hand to the other party or his solicitors.

Any change of address by either party shall be communicated to the other in writing.

**13. DISCREPANCY**

In the event where there is a discrepancy between this Agreement and the contents of the Student Handbook, this Agreement shall prevail.

**14. TIME OF ESSENCE**

Time wherever mentioned herein shall be deemed to be the essence of this Agreement

**15. EFFECTIVE DATE:**

This Agreement shall take effect from the date of execution

**16. STUDENT HANDBOOK**

In addition to this agreement, a student is required to abide by the ISBAUK general rules and policies as contained in the Student Handbook.

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*Updated 12 May 2016*

**DECLARATION**

**a) Student Declaration :**

I, ..... Passport No: ....., hereby agree and promise to pay all fees (tuition fees and all other fees) as scheduled on time and the ISBAUK has the right to penalize me or take appropriate action on me to recover the outstanding balance (fees) if still due.

**b) Parent/Guardian/Agent Declaration :**

I/We, ..... Passport No: ..... on behalf of ..... Passport No: ....., hereby undertake responsibility for the payments of all fees payable to the ISBAUK and understand that the tuition fees and all other fees as determined by the ISBAUK must be paid on time as mentioned in the schedules given by the ISBAUK . The ISBAUK has the right to penalize me or take appropriate action on me to recover the outstanding balance (fees) if still due.

- a) I/We have read and fully understood the Terms and Conditions of this agreement and the rules and regulations of the ISBAUK.
- b) I/We shall at all times be considerate to my fellow students, staff, coordinators and lecturers.
- c) I/We shall study diligently.
- d) I/We shall abide by all rules and regulations of the ISBAUK and Immigration Department of Malaysia.
- e) I/We declare that the Student has sufficient fund to support my studies in Malaysia.
- f) I/We declare that the Student has been given the correct and valid information by the ISBAUK.
- g) I/We declare that all information given to the ISBAUK is correct.

**IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day, month and year first written.**

Signed by the Student ) .....  
 ) Student’s Signature

Signed by the Agent ) .....  
 ) Agent’s Signature

In the presence of :  
 Name : ) .....  
 IC No : ) Witness’s Signature

Guardian’s thumbprint

Signed by ) .....  
For and on behalf of the ISBAUK ) Officer in Charge’s Signature

Signed by ) .....  
For approval and certification ) Principle’s Signature