THE AGREEMENT
FOR FOREIGN STUDENT
WHO FURTHER STUDIES
AT ISBA UK THINKING SKILLS ACADEMY,
MALAYSIA

BETWEEN

____________________________________________________________

AND

ISBA UK THINKING SKILLS ACADEMY

ON THE .................................. DAY OF ........ YEAR ...........

Instruction: Student must sign on each page (including the appendix)
RULES AND REGULATIONS

FOR FOREIGN STUDENT

THE TERMS AND CONDITIONS OF THE AGREEMENT

FOR THE ………………………………………………………………………………………………………………………………………………………………………
(name of programme/ course)

DURATION : ……………………..

AT ISBA UK THINKING SKILLS ACADEMY, MALAYSIA

AN AGREEMENT made on the ………………………….. day of ………… year ………...
BETWEEN ISBA UK THINKING SKILLS ACADEMY, an education institution in
Malaysia and having its registered office at Level 9, Lot 9-3A, BREM Mall Kepong, Jalan
Kepong, 52000 Kuala Lumpur (hereinafter referred to as “the ACADEMY”) of the one part
AND,
Mr/Miss/Mrs …………………………………………………………………………………………………………..
(NRIC No/Passport No :……………………………………………………………..), at the address of
………………………………………………………………………………………………………..
………………………………………………………………………………………………………..
(Hereinafter referred to as “the Student”) of the other part.

WHEREAS;

a. The ACADEMY is an educational institution in Malaysia
b. The ACADEMY 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.

FOR GUARDIAN’S DECLARATION:

AN AGREEMENT made on the ………………………….. day of ………… year ………...
BETWEEN ISBA UK THINKING SKILLS ACADEMY, an education institution in
Malaysia and having its registered office at Level 9, Lot 9-3A, BREM Mall Kepong, Jalan
Kepong, 52000 Kuala Lumpur (hereinafter referred to as “the ACADEMY”) of the one part
AND,
Mr/Miss/Mrs …………………………………………………………………………………………………………..
(NRIC No/Passport No :……………………………………………………………..), at the address of
………………………………………………………………………………………………………..
………………………………………………………………………………………………………..
as a guardian of the Student, (hereinafter referred to as “ the Guardian”) of the other part on
behalf of ……………………………………………………………………………………………………………………..
(Passport No :…………………………………………………). The guardian is also restricted to the rules and
regulations of the ACADEMY as stated below and will take responsibility for all payments
payable to the ACADEMY on behalf of the Student.

(STUDENT’S / GUARDIAN’S SIGNATURE )
REGISTRATION RULES AND REGULATIONS:

1.0 General:

a) You must enroll as a full time student.

b) You must abide by the rules and regulations of the ACADEMY at all times, until you complete the studies. The ACADEMY has a set of rules and regulations including:

   i. The Laboratory Rules and Regulations
   ii. The Library Rules and Regulations
   iii. The Classroom Rules and Regulations
   iv. The Prayer Room Rules and Regulations
   v. The Academic Rules and Regulations
   vi. The Disciplinary Rules and Regulations
   vii. The Hostel Rules and Regulations
   viii. The Fee Rules and Regulations
   ix. And others as mentioned in the “Student Handbook”.

c) You must abide by the rules and regulations of the Malaysian Immigration Department at all times.

d) You are not allowed to work at any organization in Malaysia. If you are found working at any organization, the ACADEMY will recommend to the Malaysian Immigration Department to revoke your visa and student pass, and depart you back to your country. In this situation, the ACADEMY is not liable to bear all costs and expenses incurred to you and all fees paid will not be refundable (except for Personal Bond only).

e) You must undergo a medical check-up in your own country and subsequently perform another medical checkup in Malaysia at an approved clinic (please refer to the ACADEMY), and the report must be submitted to the ACADEMY before obtaining the Student Pass from the ACADEMY.

f) You must sit for English Placement Test to access your English Language Level. If your proficiency in English is insufficient, you must enroll in the Intensive English Programme for 1 year without exemption before entering the programme. You are required to pay all tuition fees for the Intensive English Programme.

g) You must keep the ACADEMY informed of any changes to your current address and information.

h) You must ensure that your passport/visa and Student Pass are valid at all times while you are studying at the ACADEMY. You shall inform the ACADEMY for renewal of Student Pass 5 weeks in advance before the expiry date of the Student Pass. Failure to do that, you shall bear the costs or expenses incurred by the Malaysian Immigration Department.

i) You should attend all lessons, classes, tests and examinations during the programme and abide by the rules and regulations of the ACADEMY that is in force at any time. (Please refer to Student Handbook-Academic Regulations). If you absent from lectures/tutorials 3 times or more than 3 consecutive days or more without any valid reasons, the ACADEMY will inform the Malaysian Immigration Department to revoke your visa and terminate your studies. Fees paid will not be refunded except the Personal Bond.

j) The ACADEMY is not liable to you for any claim, loss, damage (including direct or indirect damages or loss) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to:

   i. You are involved in subversive activities
   ii. You speak disparagingly of religious, political and racial issues
   iii. You instigate your colleagues, which may affect the institution’s or Malaysian Government’s reputation.
   iv. You are found guilty of sexual harassment involving a student/public or any immoral behaviour of such nature.
   v. You are found to be addicted to alcohol or drugs or involved in any conflict or illicit dealings.
vi. You abuse the facilities of the ACADEMY or Malaysian Government for personal gains and benefit.

vii. violate any provisions of any written law, whether within or outside the campus;

viii. conduct yourselves, whether within or outside the campus, in any manner which is detrimental or prejudicial to the interest, well being or good name of the ACADEMY or any of the students or to public order, decency or discipline.

ix. Disrupt or in any manner interfere with or cause to disrupt any activity carried out by or with the permission of the ACADEMY.

x. Disrupt or in any manner interfere with or to disrupt any officer or employee of the ACADEMY or person including students acting under the direction of such officer or employee from carrying his duty.

xi. Organize, incite or participate in the boycott of any examination, lecture, tutorial or class or any ACADEMY legitimate activity.

xii. Damage in any manner or cause to be damaged in any manner, any property of the ACADEMY or the employee or student.

xiii. Contravene or fail to comply with any instruction or requirement by library staff, laboratory staff or any other employee in respect of the use of the facilities therein.

xiv. Do anything, which may be prejudicial to the cleanliness and neatness of the premises within the campus.

xv. Enter any part of the campus, the entry into which is prohibited to generally or at a particular time except with the authorisation of the ACADEMY.

k) If you are found guilty by the ACADEMY or Malaysian Government in any unethical practices/misconduct as mentioned above or in relation to, the ACADEMY will recommend the Malaysian Immigration Department to revoke your visa and student pass, and depart you back to your country. The ACADEMY is not liable to bear all cost or expenses incurred.

l) If you violate any rules and regulations of the ACADEMY or Malaysian Government, the ACADEMY will recommend the Malaysian Immigration Department to revoke your visa and student pass, and deport you back to your country at your own cost and expenses. Fees paid are not refundable except the Personal Bond.

2.0 Fees:

(a) Enrolment Policy:

i) You/your guardian must deal directly to the ACADEMY for registration and application matters including the visa application and enrolment of the programme.

ii) Third party is NOT allowed to involve in or deal with the ACADEMY in the matters of student’s application, registration and enrolment.

iii) You are required to pay all fees as mentioned when you register at the ACADEMY.

(b) Visa Application and Enrolment Fee:

i) Visa application and enrolment fee must be paid when you apply to enroll at the ACADEMY. The Visa Application and Enrolment Fees are strictly not refundable in all conditions.

ii) You are required to pay all the fees as mentioned above when you apply to enroll at the ACADEMY, otherwise, the ACADEMY will not forward your application to the Malaysian Immigration Department until the full payment is settled.

iv) You should obtain consultation from the Course Counsellor appointed by the ACADEMY for any arising problems or to obtain the correct and valid information of the application and registration’s procedures and processes.

v) If your visa application is rejected by the Malaysian Immigration Department, all the above fees paid to the ACADEMY are not refundable.
vi) The student has no right to make any complaint to the Malaysian Government Department for any claim, loss, damage (including direct or indirect damages or loss) or liability howsoever arising to him/her.

(c) Other fees to be paid when arriving at Malaysia and before obtaining the Student Pass from the ACADEMY:

i) You are required to pay all the fees (such as tuition fee, facilities fee, miscellaneous fee or other fees as required) before obtaining the Student Pass from the ACADEMY or the Student Pass would not be given until the payment is settled.

ii) These fees will include:-
   a. Personal Bond
   b. Deposits
   c. Tuition fees
   d. Case study
   e. Examination fees
   f. Facility & Service Fees
   g. Hostel
   h. Insurance
   i. Medical
   j. Miscellaneous Fees

Note:

Students are required to pay personal bond as per Immigration Requirements.

Kindly refer to ISBAUK with regards to the latest rate.

(d) Payment Policy:

You are required to pay all the fees (such as tuition fee, facilities fee, miscellaneous fee or other fees as required) on time or as scheduled by the ACADEMY.

i. Tuition Fee:

   a. You are required to pay your tuition fees on a yearly basis (before entering the next semester) to be determined by the ACADEMY from time to time. Unless the ACADEMY determines otherwise, you will not be permitted to enter the ACADEMY at the beginning of any term until such fees are paid. (Please refer to Appendix 2 (fees structure))

   b. In the event, you pay the tuition fee by semester, you shall ensure that at any particular time, fees due shall not exceed one month payment. Unless the ACADEMY determines otherwise, you will not be permitted to enter the class until such fees are paid. If you choose to pay fees by semester basis, you are required to obtain the approval from the ACADEMY in writing.

ii. Facility & Service Fees:

   c. You are required to pay the facility fees (Student Services Fee, Library Fee, Lab Fee) at the cost of RM 150.00 per semester, at the beginning of every semester or before entering the first class of the term as scheduled by the ACADEMY. Unless the ACADEMY determines otherwise, you will not be permitted to enter the class until such fees are paid.
iii. Hostel Fee:
   a. If you stay in campus (hostel), you are required to pay yearly full rental prior to enrollment into the Academy.
   b. Hostel fees may vary according to the types of accommodation and services provided to you.
   c. RM 10.00 will be imposed for late payment.

iv. Insurance Policy:
   a. You are required to pay the insurance policy premium of RM………. when registering at the ACADEMY and to renew it the next term of your studies.

If you breach any of the payment policy/regulations:
   - You shall be barred from examinations
   - Your transcript will be suspended.
   - You shall be barred from entering the class
   - You shall be terminated from the programme

(c) Indemnity:
All fees paid by the student to the ACADEMY are strictly non-refundable (except the Personal Bond). The student hereby agrees to keep the ACADEMY fully indemnified against any such claims (if any) by him/herself or other third party.

3.0 Withdrawal from the ACADEMY:
   a. You are not allowed to withdraw from the ACADEMY without a valid reason and you must submit a letter explaining the reasons for withdrawal to the International Student Affairs Department and a copy to the CEO of the ACADEMY.
   b. In any situation, all fees paid are not refundable (except the personal Bond) – kindly refer to clause 4.0 for detail of fees refund policy.

4.0 Refund Policy:
   i. The Visa Application and Enrolment Fees are strictly not refundable in all conditions. Please refer to clause 2.0 (b).
   ii. ISBA UK Thinking Skills ACADEMY 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.

   a. Fees Payable to the Institute which is refundable is:

<table>
<thead>
<tr>
<th>Personal Bond</th>
<th>Provided that the students has cleared all outstanding issues relevant prior to leaving of the institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits</td>
<td>Provided that the students in concern are not liable for any damage incurred to the property, facilities and or any other resource of the institution.</td>
</tr>
</tbody>
</table>

   b. Fees Payable that are not refundable are:

   | Visa Processing / Enrolment Fees (refer to clause 2.0 (b)) | This amount is strictly not refundable. |
   | Registration Fees                                          | This amount is strictly not refundable. |
   | Book, utensils, hostel utilities & studies Materials Fees  | This amount is not refundable under any circumstances except through an appeal that will be tabled by the Principal of the management. |
   | EMPS                                                        | This amount is strictly not refundable. |

6

(STUDENT'S / GUARDIAN'S SIGNATURE)
iii. **Other relevant policies are as follows:**

- Students who have paid their tuition / course fees and are unable to commence study, the following will apply:
  - If you cancel your place before the course starts, 90% of your tuition fees will be refunded.

- Students who have commenced the program are eligible for the following refunds should they decide to withdraw from the program. You must submit the withdrawal notice (in writing) explaining the reasons for withdrawal to the International Student Affairs Department and a copy to the CEO of the ACADEMY and continue to attend classes until the approval are given by the ACADEMY. If you absent from lectures/tutorials 3 times or more than 3 consecutive days or more without any valid reasons, the ACADEMY will inform the Malaysian Immigration Department to revoke your visa and terminate your studies. Tuition fees paid will not be refunded except the Personal Bond.
  - If they have commenced a program (1 to 7 semester) for a duration of less than a month a 70% refund of tuition fees paid , after deducting cost of materials and incidentals is applicable.
  - If they have commenced a program ( 1 to 7 semester ) for a duration of more than 1 month and less than 2 month a 30% refund of tuition fees paid , after deducting cost of materials and incidentals is applicable.
  - If they have commenced a program ( 1 semester ) for a duration of less than a month, a 30% refund of tuition fees paid after deducting cost of materials and incidentals is applicable.
  - Further to this, no refunds will be entertained.

iv. Student who has their visa application refused, a full refund of all tuition fees paid will be made. However, Visa Application and Enrolment fees are strictly not refundable.

v. Any fees imposed by the immigration, Malaysia are not refundable.

vi. If you do not meet the conditions as outlined in the offer of enrolment, a full refund of tuition fees will be made.

vii. All decision made by the ACADEMY or the Malaysian Immigration Department is fixed and could not be argued by the student/other party. No appeals will be accepted.

viii. Request for any refund must be made in writing to the CEO of the ACADEMY via the International Student Affairs Department of the ACADEMY.

ix. Refund process will take 1 month to be settled after the student submits all relevant documents to the Accounts Department (via the International Student Affairs Department)

5.0 Change of Programme:

a. You are not allowed to change the programme unless with the valid reason and approved by the CEO of the ACADEMY and the Immigration Department of Malaysia.

b. The payment (tuition fees) has been made for the previous programme will be deducted accordingly and you have to make a new payment (tuition fee) for the new programme you register, accordingly.

c. You must settle all outstanding tuition fees for the previous programme (course) before you register for the new programme (course).

6.0 Change of centre (ISBAUK THINKING SKILLS ACADEMY):
a. If you wish to change the centre (ISBA UK THINKING SKILLS ACADEMY), you should apply to the Registration Department by filling in the form given and it is subject to the approval from the department and CEO and Malaysian Immigration Department.

b. You must settle all outstanding fees before you are given permission to transfer to other center.

7.0 Arbitration

All disputes, differences or questions at anytime 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.

8.0 Singular and plural

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

9.0 Force Majeure

Notwithstanding 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 strikes 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.

10.0 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.

11.0 Invalid Clauses

In the event of one or more provisions of this Agreement are invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby.

12.0 Government Law

This Agreement shall be construed and governed in accordance with the laws of Malaysian.

13.0 Discrepancy

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

14.0 Time of Essence

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

15.0 Effective Date:

This Agreement shall take effect from the date of execution.

16.0 Special Condition

The special condition hereinafter stipulated (if any) shall form part of this agreement and in the event any inconsistency of the repugnant terms, the provisions contained in the special conditions shall prevail.
17.0 Student Handbook

In addition to this agreement, a student is required to abide by the ACADEMY general rules and policies as contained in the Student’s handbook.

SPECIAL CONDITIONS

1. The Personal Bond, Uniform, accommodation, Library Deposit, notes, Assessment Handout, Books, Student Card and any other expenses (if any) will have to be borne by student.

2. Costs of food Ingredients will have to be borne by the students.

3. Any fees or costs imposed by Malaysian Government or Immigration will have to be borne by the students.

4. Minimum number of students must not be less than 25 students per group.

5. We do not cover any unforeseen incidental costs and any medical costs.

6. It is agreed that ISBAUK will not pay any commission to the agent.

7. The students must not get involved in any illegal activities whilst in Malaysia.

8. Upon approval of the students’ visa application from The Immigration Department, Malaysia. all fees must be paid (lump sum).
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 ACADEMY has a right to charge me or take legal action on me for outstanding balance (fees) if still due.

b) Guardian Declaration:

I/We, ……………………………………………………………………………………………………………………
(NRIC. No. / Passport No: …………………..……………….) on behalf of …………...…………………………………...
………………………………..……………. (Passport No : …………………………), hereby undertake responsibility for the payments of all fees payable to ISBA UK THINKING SKILLS ACADEMY and understand that the tuition fees and all other fees as determined by ISBA UK THINKING SKILLS ACADEMY must be payable on time as scheduled given by the ACADEMY. The ACADEMY has a right to charge me or take legal action on me for outstanding balance (fees) if still due.

a) I/We have read and fully understood the Conditions of Entry and the rules and regulations of the ACADEMY

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 ACADEMY and Immigration Department of Malaysia.

e) I/We declare that I have sufficient fund to support my studies in Malaysia.

f) I/We declare that I have been given the correct and valid information by the ACADEMY

g) I/We declare that all information given to the ACADEMY 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
In the presence of: ) ) Student’s thumbprint

SIGNED BY the Guardian ) ) Guardian’s Signature
In the presence of: ) ) Guardian’s thumbprint

Name : ) ) Witness’s Signature
IC No : ) ) Witness’s thumbprint

SIGNED BY ) ) Officer in charge’s Signature
For and on behalf of the ACADEMY ) ) Officer in charge’s Signature
In the Presence of )

SIGNED BY ) ) CEO’s Signature
For Approval and Certification )

10

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(STUDENT’S / GUARDIAN’S SIGNATURE )