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Policy Number STU 009
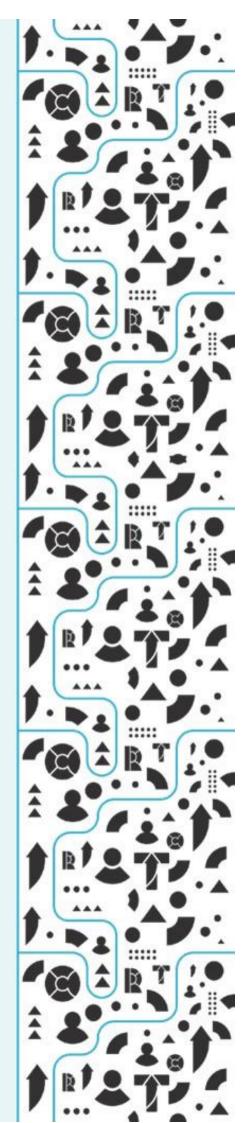
Student Agreement

6th Cycle Amendment

Issued June 6th 2025

Review Date June 2026

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Appendix B– Student Agreement

Student Agreement

1. Introduction

This agreement shall govern the relationship between:

ThinkTalent Limited, located at Centris Business Gateway, Level 2E, Triq is-Salib tal-Imriehel Zone 3, Central Business District, Birkirkara CBD 3020, MALTA with MFHEA license number 2017/04 and company registration number C46641, hereinafter referred as 'the training institution'

and

Student Name _____
Surname_____ with Identity card/Passport number _____, hereinafter referred to as 'the student'.

By completing the process of registration and enrolment, the institution and the student agree to abide by the terms and conditions of this agreement.

The terms and conditions governing this agreement will become effective upon signing of this agreement and payment to the training institution of the fees for the training programme quoted in Clause 3 below.

2. Training Programme Details

General:

- Name of the educational programme:
- Duration:
- Commencement date:
- Termination date:
- Addresses where the programme will be delivered: ThinkTalent, Level 3, Centris Business Gateway, Building 1, Triq is-Salib tal-Imriehel Zone 3, Central Business District, Birkirkara, CBD 3020
- Language of Instruction: English

3. Fees Due

The total cost of registering for the above-mentioned programme is €XXX (excl. VAT) payable in the following format:

- Deposit: €XXX – due on registration
- X No. of Interim Payment/s (only for programmes longer than 6 weeks: €XXX– due week/s X of the programme
- Final Payment: €XXX– due at the end of the programme/before the start of the programme if programme is shorter than 6 weeks (Deposit on booking / payments)

*VAT will be charged for companies and VAT registered individuals.

*Companies / Individuals are responsible for their own claim for reimbursement or application for either the 'Get Qualified' or 'Investing in Skills' funding schemes.

4. Duties of the Educational Institution

The educational institution shall:

(i) Provide to the student the teaching, assessment and other educational services for which the student is enrolled and the educational institution shall take all the steps which are reasonably in its power to provide these educational services in accordance with the terms of this agreement.

(ii) Guarantee the students' rights, including the right to obtain assessment results upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

5. Duties of the Student

The student shall:

(i) Disclose to the educational institution full and accurate academic and personal information as required for applications for admission, registration, and enrolment purposes.

(ii) Inform the educational institution if there is any change to the academic or personal information that was provided at admission, registration or enrolment stage as soon as is reasonably practicable.

(iii) Fulfil all the academic requirements of the educational programme; including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participating in course-related activities and adequately prepare and sit for any examinations/assessment.

(iv) Abide by any statutes, regulations, rules and policies which are in place in the educational institution, and which apply to students.

(v) Overseas students shall furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

6. Changes Due to Unforeseen Circumstances

The educational institution reserves the right to alter the venue, date, time and/ or trainers/coaches/facilitators for the entire training programme due to unforeseen circumstances. In such cases no refund is due to the student. Changes to dates and times will be notified to registered students at least 24 hours before the start of the session via the contact details submitted on the registration form.

7. Cooling-Off Period

Students have the right to withdraw from this agreement within 14 days without giving any reason. The withdrawal period will expire after 14 days from the date of this agreement for the programme you registered for. To exercise the right of withdrawal, you must inform ThinkTalent Ltd of your decision to withdraw from this contract by an unequivocal statement sent by e-mail, to admin@thinktalent.com.mt To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. ThinkTalent Ltd will acknowledge the receipt of such a withdrawal by email without delay.

If the programme you are applying for is due to commence during the withdrawal period and you still choose to register for and attend the programme, you shall pay ThinkTalent Ltd an amount which is in proportion to what has been provided until you have communicated to ThinkTalent Ltd your withdrawal from this agreement. If you have attended the full programme, then no refund can be provided.

If you withdraw from this contract, ThinkTalent Ltd shall reimburse you with all payments received from you, without undue delay and in any event not later than fourteen (14) days from the day on which ThinkTalent Ltd is informed about your decision to withdraw from this contract. Such reimbursement will be effected using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement, except for bank charges arising from any bank transfer.

In the event of cancellations which take place after the 14-day period mentioned above, payment will be forfeited entirely, and you will incur the liability to settle any amounts due if payment would not have been as yet effected. The educational institution may, at their sole and exclusive discretion, issue vouchers against cancellations if there is a genuine reason for the cancellation supported by documentary evidence where necessary and when requested by Think Talent Ltd. Substitute delegates may also be nominated at any time. Cancellations and substitution requests must always be made in writing.

8. Institution's Default Clauses

The institution is in default and hence obliged to refund the student in full, when:

(i) The educational programme is cancelled before the agreed start date.

(ii) The educational programme ceases to be provided at any time after it starts but before it is completed.

(iii) The educational programme is not provided in full to the student due to a condition or restriction imposed on the educational institution by the Authority in accordance with the regulations in S.L607.03 or due to the revocation, by the Authority, of the applicable license or accreditation in accordance to S.L.607.03. Provided that where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the educational institution shall not be deemed to be so in default

(iv) The educational institution fails to issue all examination and other assessment results to the student upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

9. Students' Default Clauses

The student is in default and hence not eligible for a refund of tuition fees and any related expenses incurred:

(i) Where the student not having previously withdrawn from the programme fails to start the programme on the agreed start date.

(ii) Where the student fails to pay an amount, he/she was directly or indirectly liable to pay the educational institution in order to undertake the programme.

(iii) Where the student breaches a condition on the student visa.

10. Liability and Indemnification

Registrants agree to indemnify, defend and hold harmless ThinkTalent against any claims of any nature that may be made by others against ThinkTalent in relation to your violation of these Terms & Conditions. ThinkTalent, its partners, trainers, affiliates, or entities involved in otherwise contributing to the event you are applying for, shall not be liable for damages, direct or indirect, in relation to any loss or injury resulting from your registration through this website or your attendance at the training programme for which you are registering, whatever the nature of any alleged loss, injury, or damages, and whether such claims are based on breach of contract, tort (including negligence), product liability or otherwise, unless ThinkTalent was negligent in carrying out its obligations under this agreement.

11. Data Sharing Clause

In accordance with article 5 of the Further and Higher Education Act (CAP 607 Laws of Malta) and without prejudice to the data protection provisions established by virtue of Regulation (EU) 2016/679 (the General Data Protection Regulation (GDPR), the educational institution shall grant access to the Malta Further and Higher Education Authority (MFHEA) to the information collected through this student agreement. The data shall be transmitted to the Authority within a reasonable time from when it was requested and shall be used by the Authority in pursuance of its functions.

Furthermore, the Student authorizes the educational institution to share his personal data within The Remarkable Collective group of brands and

companies, registered in Malta with registration number C of C46641 Centris Business Gateway, Building 1 Triq is-Salib tal-Imriehel Zone 3, Central Business District, Birkirkara CBD 3020, MALTA for the purposes of finding employment opportunities for the student. This authorization is granted in accordance with the General Data Protection Regulation. The student understands that his personal data may include, but is not limited to the name, a copy of identity document, address, contact information, and academic qualifications. The student acknowledges that the data shared will be used solely for the specified purpose and will be handled in compliance with applicable data protection laws. The student reserves the right to revoke this authorization at any time by providing written notice to the educational institution.

12. Dispute Resolution Clause

The educational institution and the student shall attempt to resolve any dispute through negotiation. Should this not produce resolution, the parties can consider mediation or arbitration before moving to litigation as a last resort.

13. Law and Arbitration

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Malta. Any disputes arising from this Agreement shall be referred to Arbitration at the Malta Arbitration Centre in accordance with the provisions of Chapter 387 of the Laws of Malta. Any decision from such arbitration shall be final and binding upon the parties such that no appeal shall be available, even on a point of law.

This agreement does not preclude the student from taking further action under the Consumer Affairs Act (Cap378 Laws of Malta)

14. Jurisdiction

This Agreement and the obligation of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of Malta.

15. Severability

In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term(s), condition(s) and provision(s) shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law.

16. Amendment

No modification, amendment or waiver of this Agreement or provision hereof shall be binding upon any Party unless made in writing or confirmed in writing by their duly authorised representatives.

Signature   Student's Signature

Head of Institution's Name   Student's Name
Date: Date:

thinktalent   **End of Contract**

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