

Student's Agreement *(Terms and Conditions)*

This agreement shall govern the relationship between Domain Academy (License Number; 2011-TC-01), hereinafter referred as 'the institution' and _____ bearing ID Card/Passport Number _____ hereinafter referred to as 'the student'. By accepting an offer to study at the institution and by completing the process of registration, enrolment and following the Admissions Board approval, the institution and the student are agreeing to abide by the terms of this agreement (by signing this Student's Agreement you confirm the acceptance of all Terms & Conditions).

1. Mobile phones are not be used in class. Eating/drinking in class is not allowed. Students are to handle all equipment with care. Smoking is **strictly prohibited** on the institution campus except for designated areas. The subjects of Politics and any discriminatory comments or remarks regarding political belief, race, ethnicity, origin, gender, age, sexual orientation, language, disability and religion are **not allowed** on the institution campus.
2. The student shall have the right to obtain the assessment results upon having completed the necessary assessment requirements of the programme or parts thereof on condition that the student satisfies all his/her obligations.
3. Student is to inform the 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.
4. Overseas students are obliged by law to provide the institution with any change in their contact details that include their residential address and telephone number in Malta, as well as a contact address overseas following the completion of their studies.
5. Students opting to pay their tuition fees periodically shall adhere to the payment terms agreed (as indicated on pg. 1 of this application) and respect entirely the due dates of payments as per terms agreed. Failure to settle periodic due payment will result in students not being able to continue their studies until payment is settled. It is in the student's interest to ensure that payment dates and terms are fully adhered to.
6. **Institution Default Clause:** The institution is in default and hence obliged to refund the student the tuition fees which have been paid for the purpose of studying in Malta, when: -
 - (i) The institution cancels the said educational programme;
Provided that; course schedules, content and any other items related to the course may be subject to change due to various circumstances which might arise throughout the duration of the course and are beyond the control of institution. Whilst the institution would ensure that such changes are communicated to students once they are officially available, the institution cannot be held liable for such changes.
 - (ii) The institution fails to issue examination and other assessment results to the student upon the student having completed the necessary assessment requirements of the programme or parts thereof.
 - (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 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;
7. **Student Default Clause:** The student is in default and hence not eligible for a refund of tuition fees and any other expenses incurred for the purpose of studying in Malta: -
 - (i) When the student withdraws from the programme either before or after the agreed starting day;
 - (ii) Where the student, not having previously withdrawn from the programme, fails to start the programme on the agreed starting date;
 - (iii) Where the student fails to pay an amount they were directly or indirectly liable to pay to the institution in order to undertake the programme (this applies to all methods/terms of payments chosen by the student);
 - (iv) Where the student is suspended or expelled from the programme due to disciplinary measures taken by the institution;
 - (v) Where a student is issued with a visa, or in the eventuality where the student is in breach of any condition in relation to their visa.
8. **Cancellation and Refund Procedures:**
A student shall be refunded or partially refunded the tuition fees when: -
 - a. Failure to obtain a Visa
A student may exercise the right to be refunded or partially refunded the tuition fees when: -
 - a. The institution is at default as per Clause 6 of the Student Agreement.
A student may apply for a refund in writing to the Head of Institution. The claim should clearly state the reason for such request and include all relevant details.

Paid Applications fees are not refundable.

This agreement does not preclude the student from taking further action under the Consumer Affairs Act (Cap378 Laws of Malta).
9. **Data Sharing:** In accordance to 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 (name of provider) 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.

- (i) The institution (or associate educational institutes within Domain Group) is associated with a number of players in the industry who may; from time to time be looking to employ the skills you acquire through courses offered at the same institution (or associate educational institutes within Domain Group). As part of our student development programme we may wish to recommend your skills to prospective employers in the industry. **Tick this box if you do not wish your details to be forwarded to potential employers.**
- (ii) The institution will hold your personal data on their database. This information may be accessed, reviewed and used by the designated staff within the institution (or associate educational institutes within Domain Group) for administrative and marketing purposes. The institution, or its approved suppliers, may also send you details of products and services you may be interested in. **If you do not wish to receive such information, please tick the box.**
- (iii) The personal information provided in this form will only be processed for the purpose of course administration and shall be processed in accordance with the provision of the Data Protection Act, Cap 440 of the Laws of Malta. Certain information may be forwarded by the institution to the government Ministries or entities to allow the said Ministries and/or entities to measure the take up of any scheme launched by the same Ministry or for other research or statistical purposes.
- (iv) If the student applies for any scheme or loan for part or full financing of his/her studies with the institution, the full responsibility for such schemes or loans lies with the student and the institution cannot be held liable for any changes / terminations / suspension of such schemes or loans. Furthermore, the institution cannot be held accountable if the organization awarding the financing scheme or loan fails to honour its commitments towards the student. In any case, the full programme fees should be honoured in full by the student to the institution.
- (v) The institution may take photos from time to time which can be used for marketing and/or promotional purposes including print and social media. If you do not wish to feature on such material you are kindly being requested to send an email on notifications@domaingroup.com.mt

I do hereby authorise the institution to process the data contained in this form for the above-stated purposes.

I have read the above Students' Agreement and agree with all of its Terms and Conditions.

Full Name: _____

Identity Card Number/Passport Number: _____

Signature:

Date: _____