

Student Agreement

Apex Academy

1. This agreement shall govern the relationship between Apex Academy, Registration Number: 2019-010, hereinafter referred to as 'the educational institution' and (Student Name, ID Nr: xxxx), hereinafter referred to as 'the student'. By accepting an offer to study at the institution and by completing the process of registration and enrolment, the institution and the student are agreeing to abide by the terms of this agreement.

2. The terms of this agreement will become effective upon registration and payment to the institution of the fees for the educational program quoted in Clause 3.

3. The educational program

- i. Name of the educational program: xxxxxxxxx
- ii. Awarding Body: Apex Academy
- iii. EQF/MQF Level: x
- iv. Number of credits: xx
- v. Duration: xxxxxx
- vi. Commencement date: xxxxxx
- vii. Termination date: xxxxxx
- viii. Hours of Total Learning: xxx
- ix. Mode of Delivery: Face to Face
- x. Mode of Attendance: xxxxx
- xi. Language of Instruction: xxxxxx
- xii. Addresses where the program will be delivered: 4, St Philip Building, Triq Sciortino, Zebbug
- xiii. Addresses where the placement/clinical training will take place: same as above
- xiv. Entry Requirements for the educational program: xxxxxxxx
- xv. Structure of the program: xxxxx
- xvi. The intended learning outcomes: xxxxxxxxxxxx
- xvii. The teaching, learning and assessment procedures: xxxxxxxx
- xviii. Academic qualifications leading to a regulated profession: xxxxxxxx
- xix. The grading system: A-Excellent; B-Very Good; C-Good; D-Satisfactory; E-Sufficient; Z-Requirements Fulfilled; FX-Fail; F-Fail
- xx. The educational fees: Total fees – xxxxxxxx

4. Cancellation and Refund Procedures

A student may exercise the right to be refunded the tuition fees when: -

- the programme did not start on the agreed date
- the programme is not provided in full for the student
- Apex Academy fails to issue all examination and other assessment results to the student



A student may apply for a refund by: " Requests for cancellation of enrolment must be done within fourteen (14) days from confirmation of enrolment. The request must be done in writing by sending an email to Apex Academy Administration on info@apexacademy.eu , clearly stating one's intention/s."

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

5. 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.
- (iii) Advise the intending overseas students of their duty to 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. 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) Fulfill all the academic requirements of the educational program; including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participate in course-related activities and adequately prepare and sit for 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.

7. Institution's Default Clauses

The institution is in default and hence obliged to refund the student with the tuition fees which have been paid and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta, when: -

- (i) The educational program does not start on the agreed starting day;
- (ii) The educational program ceases to be provided at any time after it starts but before it is completed;

- (iii) The educational program 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 program 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 program or parts thereof.

8. Student's Default Clauses

The student is in default and hence not eligible for a refund of tuition fees and any other expenses, such as travel and accommodation expenses, incurred for the purpose of studying in Malta: -

- (i) When the student withdraws from the program either before or after the agreed starting day.
- (ii) Where the student not having previously withdrawn from the program, fails to start the program on the agreed starting day.
- (iii) Where the student fails to pay an amount they were directly or indirectly liable to pay the educational institution in order to undertake the program.
- (iv) Where the student breaches a condition on the student visa.

9. Dispute Resolution Clause

The educational institution and the student shall attempt to resolve any dispute by following this procedure (explain the process by which both parties intend to resolve any dispute which may arise from the agreement).

This agreement is governed by Maltese Law and does not preclude the parties from seeking other legal remedies provided under the Laws of Malta.

10. Data Sharing Clause

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.

Date and Signature

Date and Signature

Claire Bellizzi
Head of Institution's name

Student's Name

