

# AGREEMENT

## THE TERMS AND CONDITIONS FOR LOCAL STUDENT

NAME OF PROGRAMME : .....  
DURATION : .....

### AT ISBAUK THINKING SKILLS ACADEMY/ ISBAUK THINKING SKILLS COLLEGE, MALAYSIA

AN AGREEMENT made on the..... day of ..... year ..... BETWEEN ISBAUK THINKING SKILLS ACADEMY / ISBAUK THINKING SKILLS COLLEGE (**Wholly-Owned by CQ-TEC (KL) SDN. BHD. (282491-D)**), an education institution in Malaysia and having its registered office at LEVEL 10, SUITE 10-02A, MALL KEPONG, JALAN KEPONG, 52000 KUALA LUMPUR (hereinafter referred to as “the SCHOOL”) 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 SCHOOL is an educational institution in Malaysia
- b) ISBAUK THINKING SKILLS ACADEMY / ISBAUK THINKING SKILLS COLLEGE is wholly owned by CQ-TEC (KL) SDN. BHD. Therefore, the student understands and agreed that this agreement is a legal binding between the Student and CQ-TEC (KL) SDN BHD and between the Student and ISBAUK THINKING SKILLS ACADEMY / ISBAUK THINKING SKILLS COLLEGE.
- c) The SCHOOL now intends to offer its educational facilities to the above student.
- d) Both parties hereto mutually agree that the agreement shall be subject to the following terms and conditions.

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#### FOR GUARDIAN DECLARATION:

AN AGREEMENT made on the ..... day of ..... Year ..... BETWEEN ISBAUK THINKING SKILLS ACADEMY / ISBAUK THINKING SKILLS COLLEGE (**Wholly-Owned by CQ-TEC (KL) SDN. BHD. (282491-D)**), an education institution in Malaysia and having its registered office at LEVEL 10, Suite 10-02A, BREM MALL KEPONG, JALAN KEPONG, 52000 KUALA LUMPUR, MALAYSIA (hereinafter referred to as “the SCHOOL”) of the one part AND, Mr./Miss/Mrs. ....(NRIC No/Passport No : .....), at the address of .....

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 SCHOOL as stated below and will take responsibility for all payments payable to the SCHOOL and CQ-TEC (KL) SDN BHD on behalf of the Student.

2 /16 pages

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Student Signature

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Guardian Signature

## **REGISTRATION RULES AND REGULATIONS:**

### **1. GENERAL:**

- 1.1 The student can enroll as either full time or part time student.
- 1.2 The student agrees to abide by the rules and regulations of the SCHOOL at all times, until the student completes studies. The SCHOOL has a set of rules and regulations including: -
  - a. The Laboratory Rules And Regulations
  - b. The Library Rules And Regulations
  - c. The Classroom Rules And Regulations
  - d. The Prayer Room Rules And Regulations
  - e. The Academic Rules And Regulations
  - f. The Disciplinary Rules And Regulations
  - g. The Fee Rules And Regulations
  - h. The “Student Handbook”
- 1.3 The student agrees to abide by the rules and regulations of the Malaysian of Higher Education / Ministry of Human Resources, Malaysia / PTPK / PTPTN / KWSP / others related local authorizes / Financial Assistances providers / Ministries at all times.
- 1.4 The student agrees to keep the SCHOOL informed of any changes in current address, contact number and information.
- 1.5 The student agrees to attend all lessons, classes, tests and examinations during the programme and abide by the rules and regulations of the SCHOOL that is in force at that time. (Please refer to Student Handbook and Academic Regulations). If the student is absent from lectures/tutorials for three (3) consecutive days without any valid reasons, the SCHOOL will proceed with necessarily actions which will lead to the termination of the student’s studies. Fees paid will not be refunded except for the Deposit.
- 1.6 The student hereby indemnifies the SCHOOL, its employees and fellow agents that the SCHOOL will not be held responsible for any loss and/or stolen and/or damages caused by natural or unnatural act.
- 1.7 The student hereby indemnifies the SCHOOL, its employees and fellow agents against any legal action, risk, liability and potential claim as a result of safe keeping of original documents on his/her behalf.
- 1.8 The student hereby indemnifies the SCHOOL against any claims/losses/damages that the student may violate in relations to: -
  - a. Involvement in subversive activities.
  - b. Speak disparagingly of religious, political and racial issues.
  - c. Instigate his/her colleagues, which may affect the institution’s or Malaysian Government’s reputation.
  - d. Found guilty of sexual harassment involving a student/public or any immoral behavior of such nature.
  - e. Found to be addicted to alcohol or drugs or involved in any conflict or illicit dealings.
  - f. Abuse the facilities of the SCHOOL or Malaysian Government for personal gains and benefits.
  - g. Violate any provisions of any written law, whether within or outside the campus;
  - h. Conduct 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 SCHOOL or any of the students or to public order, decency or discipline.
  - i. Disrupt or in any manner interfere with or cause to disrupt any activity carried out by or with the permission of the SCHOOL.
  - j. Disrupt or in any manner interfere with or to disrupt any officer or employee of the SCHOOL or person including students acting under the direction of such officer or employee from carrying his/her duty.
  - k. Organize, incite or participate in the boycott of any examination, lecture, tutorial or class or any legitimate activity of the SCHOOL.

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Student Signature

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Guardian Signature

- l. Damage in any manner or cause to damage in any manner, any property of the SCHOOL or the employee or student or third party.
- m. 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.
- n. Do anything, which may be prejudicial to the cleanliness and neatness of the premises within the campus.
- o. Enter any part of the campus, the entry into which is prohibited to generally or at a particular time except with the authorization of the SCHOOL.
- p. Willful insubordination or disobedience whether alone or in combination with others, to any lawful and reasonable order of the SCHOOL.
- q. Theft, fraud or dishonesty including attempted theft, attempted fraud or attempted dishonesty in connection with the SCHOOL's business or property.
- r. Willful damage to or loss of the SCHOOL's goods or property.
- s. Gambling or card playing, whether for money or not in the SCHOOL premises.
- t. Riotous or disorderly behaviour or fighting.
- u. Violence, abusing, assaulting or threatening to assault or to do any injury to other students, the SCHOOL's employees or any persons within the SCHOOL premises.
- v. Habitual late attendance.
- w. Smoking in prohibited areas/places.
- x. Conviction and imprisonment for any criminal offence.
- y. Any material miss-statement made on the "Application for study".
- z. Drinking alcoholic liquor or dadah within the SCHOOL premises.
- aa. Committing an immoral act within the SCHOOL premises.
- bb. Conduct within the SCHOOL, which is likely to endanger the life or safety of any person.
- cc. Refusal to accept any communication served either in accordance with the code of conduct or in the interest of discipline.
- dd. Interfering with the record of attendance or recording attendance of any other students or falsification, defacement or destruction of any record of the SCHOOL.
- ee. Possession of any lethal weapon on the SCHOOL's premises.
- ff. Deliberate damage and interference with or contamination of the SCHOOL material and equipment.
- gg. Forging or defacing medical certificates or other official documents to defraud the SCHOOL.
- hh. Unauthorised use of the SCHOOL equipment or materials.

Note: The above listing is not exhaustive.

- 1.9 If the student violated any rules and regulations as stipulated by the SCHOOL and/or Malaysian Law of any unethical practices/misconduct as mentioned above or in relation to, The student hereby understand and agree that the SCHOOL reserve the right to inform to the Police department / University / Ministries / Professional body and/or take legal action against the student. The SCHOOL will not be liable to bear any costs or expenses incurred. Fees paid are not refundable except for the Deposit.

## 2. ENROLMENT POLICY

- 2.1 The student's guardian/ agent / the student must deal directly with the SCHOOL for registration and application matters.
- 2.2 Third party is NOT allowed to deal with the SCHOOL in the matters of student's application, registration and enrolment.
- 2.3 All completed documents must be submitted to the SCHOOL 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.

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Student Signature

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Guardian Signature

- 2.4 All documents submitted are 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 on Full enrolment fees. If the student is unable to make Full enrolment fees during registration, the balance of the enrolment fees shall be paid with 14 days after the registration regardless of whether the student is still actively study or quit from the programme.
- 2.6 The student understands that after making all the above payment, the SCHOOL does not guarantee that the student would have approval from the University / Ministries / Professional body. The approval is at the sole-discretion of the University / Ministries / Professional body. The student hereby agrees not to hold the SCHOOL responsible on this matter and all related costs and consequences that may arises.
- 2.7 The student agrees to use the SCHOOL's student card solely for studying at the SCHOOL and not for any other purposes. The student would not hold the SCHOOL responsible if the student is being apprehended by any Enforcement authorities for any matters and all related costs and consequences that may arises.
- 2.8 Enrolment Fees must be paid when the student enrolls at the SCHOOL. These fees are strictly not refundable in all conditions (please refer to the fees structure as attached).
- 2.9 The student is required to pay all the fees as mentioned above upon his/her enrolment at the SCHOOL, otherwise, the SCHOOL will not forward the student's application to the University / Ministries / Professional body until the full enrollment fees are paid.
- 2.10 The student should obtain consultation from the Course Counselor appointed by the SCHOOL for any arising problems or to obtain the correct and valid information about the application and registration procedures and processes from the Course Counselor appointed by the SCHOOL only.
- 2.11 If the student's application has been rejected by the University / Ministries / Professional body, the enrolment fees or any processing fees paid are strictly not refundable.
- 2.12 The student hereby indemnifies the SCHOOL and agrees that the student has no rights 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 SCHOOL / University / Ministries / Professional body are final.
- 2.13 Offer of study is subject to the SCHOOL terms and conditions of registration and the requirements for the payment of tuition fees, deposit and other fees as required by the SCHOOL. Upon acceptance of the offer, students are required to abide by the Code of Conduct and the rules and regulations of the SCHOOL.
- 2.14 If the student's educational loan is rejected by PTPK / PTPTN / KWSP / others financial assistances providers, the student hereby agrees to pay the fees by himself / herself. The student can apply to the SCHOOL for instalment payment scheme.
- 2.15 If the loan from PTPK / PTPTN / KWSP / Others Financial Providers is not sufficient to cover the fees of the programme, the student hereby agrees to pay the differences by himself / herself.
- 2.16 If the student receives any allowances from by PTPK / PTPTN / KWSP / others financial assistances providers, the student hereby agrees to pay any outstanding fees from the allowances.
- 2.17 The student clearly understand and agree that the fees are excluding costs of food, ingredients, raw materials, training toolkits, books, accommodation & misc. charges. All of the costs/charges will be borne by the student.
- 2.18 The student clearly understands and agree that the Fees are subject to changes and the student hereby agree to pay the differences upon request by the SCHOOL.
- 2.19 The student clearly understands and agree that he. He/she must pay the graduation fees upon completed the full course / completed the single level of course (for courses designed with individual level).
- 2.20 The student clearly understands and agree that he/she must not terminate his/her study pre-maturely. If the student breach the agreement, the student hereby agree to pay all the fees due before he/she allowed to quit from the programme. Failure will have legal action taken against the student.

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Student Signature

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Guardian Signature

- 2.21 The student clearly understand and agree that all payments is considered valid upon verified with official receipts. The student must insist for official receipts for all payment made. The student clearly understands and agree that he/she will not hold the SCHOOL responsible if he/she did not obtain the official receipts for any payment made.

### 3. PAYMENT POLICY

- 3.1 All fees are to be paid in Ringgit Malaysia (MYR). The student has to ensure that the equivalent amount in Ringgit Malaysia is made. Please take note that the payment should be made online payment via Telegraphic transfer / demand draft / cheque / credit card / 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
- 3.3 If the student need hostel / accommodation from the SCHOOL, the student must inform the SCHOOL via EMAIL and Sign the Tenancy Agreement and Hostel Application Form at least fourteen (14) working days prior to arrival to the SCHOOL or check in to the hostel.
- 3.4 The student clearly understands and agree that the fees / exam fees / other fees must be paid on time by/before 7<sup>th</sup> of each month. Failures, the student may be barred from sitting the exam or attending classes.
- 3.5 The student clearly understand and agree that all Fees must be paid on or before the 7th day of each month. Any Fees due thereafter will have to pay a penalty/interest of 10% from the balance of the overdue fees.
- 3.6 The student clearly understand and agree that all payments made are STRICTLY non-refundable and/or non-transferable except for deposit.
- 3.7 The student is not allowed to withdraw from the SCHOOL without a valid reason and the student must submit a letter explaining the reasons for withdrawal to the Student Affairs Department and a copy to the principal of the SCHOOL.
- 3.8 Upon approval on withdrawal, the student must go through the student clearance process prior to issuance of the release letter. Upon, the clearance process is done, the SCHOOL will issue to the student a copy of the statement of account. The student must settle all the outstanding fees before the issuance of the release letter.
- 3.9 Any withdrawal/cancellation from studies, the student must notify the SCHOOL in written and complete the clearance process within 7 days after the approval.
- 3.10 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.
- 3.11 Unless the SCHOOL determines otherwise, the student will not be permitted to enter the class until such fees are paid.
- 3.12 All fees paid by the student to the SCHOOL are strictly non-refundable (except the Deposit), the student hereby agrees to keep the SCHOOL fully indemnified against any such claims (if any) by him/herself or other third party.
- 3.13 The student hereby promises to indemnify the SCHOOL, its employees and fellow agents that the SCHOOL will not be held responsible for any loss and/or stolen and/or damages caused by natural or unnatural act at all times.

- 3.14 The student hereby promises to indemnify the SCHOOL, its employees and fellow agents against any legal action, risk, liability and potential claim as a result of safe keeping of documents on the student's behalf.
- 3.15 If the student breaches any of the payment policy/regulations as above:-
- a. The student shall be barred from examinations
  - b. The student's transcript will be withheld
  - c. The student shall be barred from entering the class
  - d. The student shall be terminated from the programme
  - e. The student shall pay the costs or penalties for the damages caused.

#### 4. REFUND POLICY

- 4.1 The student clearly understand and agree that the Enrolment Fees are strictly not refundable in all conditions. The student is required to pay the balance of the enrolment fees upon required by the SCHOOL. Please refer to clause 2.0.
- 4.2 The SCHOOL 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 Higher Education of Malaysia and/or Department of Skills Development, Ministry of Human Resources and/or other local authorities

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

Deposits	Provided that the student is not liable for any damages caused to the SCHOOL's properties and/or facilities and/or any other resources belonging to the SCHOOL. Otherwise, this will be <b>offset</b> against all other fee dues (if any).
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4.2.2 All other fees paid are STRICTLY none refundable except for the below: -

- a. 90% of the tuition fee less all with all other outstanding payments if the student had paid the tuition fees but would like to quit/withdraw before the programme commence, Only the tuition fees are refundable tuition fees after off-setting all other outstanding payments. The student clearly understands and agree to pay the differences if that tuition fees paid unable to cover the other outstanding payments.
- b. If the student has commenced a program for duration of less than one month, the student is eligible for the refund of tuition fees paid after off-setting
  - 4.2.2.1.1 all other due payments
  - 4.2.2.1.2 one month fees payable

The student clearly understand and agree to pay the differences if that tuition fees paid unable to cover the other outstanding payments.

- c. Other than this, no refunds will be entertained. However, if the student has study for more than one month, the student hereby agree to pay the full SEMESTER fees for that particular semester.

4.2.3 If the student has paid the tuition fees but the enrolment has been rejected by the SCHOOL / University / Ministries / Professional body, a full refund of all tuition fees paid off-setting all other due payments. However, Enrolment fees, expenses incurred and any charges paid to the University / Ministries / Professional body are strictly not refundable. The

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Student Signature

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Guardian Signature

student hereby agree to pay the outstanding fees or outstanding charges (if any) due to his/her enrolment.

- 4.2.4 If the student has 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, expenses incurred and any charges paid to the University / Ministries / Professional body are strictly not refundable. The student hereby agree to pay the outstanding fees or outstanding charges (if any) due to his/her enrolment.
- 4.2.5 If the students who had paid the tuition fees but had submitted the forge documents, all fees paid are strictly non-refundable. Any outstanding fees due such as Enrolment fees, expenses incurred and any charges paid to the University / Ministries / Professional body are payable by the student.
- 4.2.6 All decision made by the SCHOOL / University / Ministries / Professional body 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 SCHOOL via the Student Affairs Department of the SCHOOL.
- 4.2.8 Refund process will take 1 month to be settled upon submission of all relevant documents to the Accounts Department (via the Student Affairs Department).

## **5 REPEATING FEES**

- 5.2 The student clearly understands and agree to pay the repeating fees upon requested by the SCHOOL / the University / Ministries / Professional body.
- 5.3 The student clearly understands and agree that the repeating fees may not include the membership fees and exam fees or other unforeseen charges. All repeating fees and other related fees are payable upon request by the SCHOOL.

## **6 DISCOUNTS**

- 6.2 The student clearly understands and agree that all fees are fixed and no discount will be allowed unless otherwise if the discounts was offered by the SCHOOL and the student has met all the terms and conditions as stipulated in the fee's structures.

## **7 UNFORSEEN EXPENSES**

- 7.2 The student clearly understands and agree that fees the SCHOOL fees do not cover any unforeseen incidental costs or any medical costs or any charges imposed by Malaysian Government/Professional Body/Ministry of Education/Insurance company or other related parties. All these fees/costs will be borne by the student.
- 7.3 The student clearly understand and agree that any damages caused by the student to any of the SCHOOL's properties that includes the internal and external of the building and facilities, the hostel, computer labs, computers, components of computer, tables and chairs, furniture and fitting, equipment, books, any parts of the building, campus, any parts of the hostel, any part of the vehicles of the SCHOOL and etc., the student hereby agree to pay for the compensation within the 7 days upon investigation and inform of the costs of the damages to the student.

## **8 GRADUATION**

- 8.2 The student clearly understand and agree that he/she must pay the graduation fees upon completion of their study
- 8.3 The student clearly understand and agree that thee certificates or diplomas or degrees will be awarded to the student after the graduation upon the graduation and the student perform clearance procedure and settled the outstanding fees.
- 8.4 The student clearly understand and agree that upon graduated from the programme, the student must within the THREE (3) months periods settled all outstanding fees. Failure the SCHOOL may proceed with legal actions to recover the outstanding fees and all legal costs and disbursement costs shall be

borne by the student. If the student unable to settle all the outstanding fees, the student must write to the SCHOOL must continue to make payment until the approval is granted to the student.

- 8.5 The student clearly understands and agree that upon graduated from the programme, the student must return all the belonging of the SCHOOL such as library's book etc. within 14 days to the SCHOOL. Failure the SCHOOL may proceed with legal actions to recover the outstanding fees and all legal costs and disbursement costs shall be borne by the student.
- 8.6 The student clearly understands and agree that upon graduated from the programme, the student must perform the clearance process and to obtain release letter from the SCHOOL with 14 days to the SCHOOL to avoid any problems that may arise in the future. Failures, the student must take responsibilities for the problems that may arise.

## **9 CHANGE OF PROGRAMME**

- 9.2 The student clearly understands and agree that the student is not allowed to change the programme unless with the valid reason and approved by the Principal of the SCHOOL.
- 9.3 The student clearly understands and agree that after making all the necessarily payment, the SCHOOL does not guarantee that the student would have approval from the SCHOOL / University / Ministries / Professional body. The approval is at sole-discretion of the SCHOOL / University / Ministries / Professional body. The student hereby agrees not hold the SCHOOL responsible on this matter and all related costs and consequences that may arises.
- 9.4 The student clearly understands and agree that when changing programme, all fees payable for the previous programme must be paid in full. The student has to make a new payment for the new programme that he/she registers, accordingly.
- 9.5 The student must produce the attendance report, transcript slips and release letter before changing the programme.

## **10 CHANGE OF CENTRE**

- 10.2 The student clearly understand and agree that if the student wishes to change the Centre, the student should apply to the Registration Department by filling in the form given and it is subject to the approval from the PRINCIPAL and the University / Ministries / Professional body.
- 10.3 The student clearly understands and agree that he/she must notify the SCHOOL in writing and complete the clearance process.
- 10.4 The student should understand that after making all the necessarily payment, the SCHOOL does not guarantee that the student would have approval from the SCHOOL / University / Ministries / Professional body / the new center. The approval is at sole-discretion of the SCHOOL / University / Ministries / Professional body / the new center. The student hereby agrees not to hold the SCHOOL responsible on this matter and all related costs and consequences that may arises.
- 10.5 The student clearly understands and agree that he/she must settle all outstanding fees before he/she is given permission to be transferred to other center.
- 10.6 The student must produce the attendance report, transcript slips and release letter to the new center.

## **11 ATTENDANCE**

- 11.2 The student clearly understand and agree that he/she will be fined RM10 for each day if the student absent from classes unless with valid reason supported by proof.



- 11.3 The student clearly understand and agree that he/she will be issued reminder letter, warning letter, domestic inquiry letter and expulsion letter if the student attendance did not improve after the 1<sup>st</sup> and 2<sup>nd</sup> absenteeism
- 11.4 The student clearly understand and agree that all absenteeism from classes must apply and inform to the faculty in writing together with the valid proof absenteeism.
- 11.5 The student clearly understands and agree that the SCHOOL has exclusive rights to reject the leave application if the proof of the absenteeism is doubtful or not valid.

## **12 DEFEMATION & DAMAGES**

- 12.2 The student clearly understands and agree that the SCHOOL has exclusive rights to take legal action against the student who are disseminating false and misleading information about the SCHOOL either it was by social media, internet, in writing, articles or verbal. Subsequently the SCHOOL reserve the rights to claims for all the costs of damages caused.
- 12.3 The student must consult the SCHOOL officer for clarifications should the student has any doubt and not from any other people who are not authorized by the SCHOOL or from any unauthorized media.
- 12.4 The student clearly understands and agree that the SCHOOL has exclusive rights to take legal action against the student who wrongfully act against the SCHOOL, its employees and fellow agents. Subsequently the SCHOOL reserve the rights to claims for all the costs of damages caused.
- 12.5 The student hereby indemnifies the SCHOOL, its employees and fellow agents against any legal action, risk, liability and potential claim as a result of the wrong doing of the student.

## **13 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.

## **14 SINGULAR AND PLURAL**

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

## **15 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 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.

## **16 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.

## **17 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.

## **18 GOVERNMENT LAW**

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

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Student Signature

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Guardian Signature

**19 DISCREPANCY**

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

**20 TIME OF ESSENCE**

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

**21 EFFECTIVE DATE:**

This Agreement shall take effect from the date of execution

**22 STUDENT HANDBOOK**

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

**DECLARATION**

*a) Student Declaration :*

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

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

*b) GUARDIAN Declaration:*

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

- h) I have read and fully understood the Terms and Conditions of this agreement and the rules and regulations of the SCHOOL.
- i) I shall at all times be considerate to my fellow students, staff, coordinators and lecturers
- j) I shall abide by all rules and regulations of the SCHOOL and Immigration Department of Malaysia
- k) I declare that THE STUDENT has sufficient fund to support my studies in Malaysia
- l) I declare that THE STUDENT has been given the correct and valid information by the SCHOOL
- m) I declare that all information given to the SCHOOL is correct

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Student Signature

.....  
Guardian Signature



# GUARANTEE AND INDEMNITY AGREEMENT

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 10-02A, Brem Mall Kepong, Jalan Kepong, 52000 Kuala Lumpur** (hereinafter referred to as “the SCHOOL”) of the one part, and Mr./Mrs./Miss/ ..... NRIC. / Passport No..... at ..... the ..... address ..... of .....  
.....  
.....  
(hereinafter referred to as “the Student”) of the other part.

**WHEREAS;**

- e) The SCHOOL is an educational institution in Malaysia.
- f) The SCHOOL now intends to offer its educational facilities to the above student.
- g) 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/GUARANTOR 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 education 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 SCHOOL”) of the one part, and Mr./Miss/Mrs. .... NRIC./Passport No..... at ..... the ..... address ..... of.....  
..... (hereinafter referred to as “the Guarantor”) of the other part on behalf of student. The parent/guardian/Guarantor is also subjected to the rules and regulations of the SCHOOL as stated below and will take responsibility for all payments payable to the SCHOOL on behalf of the student.

**WHEREAS;**

- a) I hereby unconditionally and irrevocable guarantee and undertake to pay on demand all monies and liabilities whether certain or contingent now or hereafter owing or incurred to the SCHOOL from or by the Student arising from or incidental to his/her studies including all outstanding rental, deposits, costs, charges, fees, expenses accrued and continuing to accrue thereon as may be demanded by the SCHOOL and further hereby promise upon demand to keep the SCHOOL full and effectively indemnified against any and all loss, damage, costs, charges and expenses which the SCHOOL may suffer arising from or incidental to his/her studies.
- b) This Guarantee and Indemnity shall subsist for so long as the SCHOOL shall have a claim against the GURANTOR pursuant to the Agreement.
- c) This Guarantee and Indemnity shall not be considered satisfied by any immediate payment or satisfaction either of the whole or any part of the amount owing but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the

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Student Signature

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Guardian Signature

Student to the SCHOOL and I/we hereby expressly agree that Section 83 of the Contracts Act 1950 does not apply in respect hereof.

- d) The SCHOOL shall at its absolute discretion be entitled from time to time without my/our prior consent to me/us and without prejudice to this Guarantee and Indemnity do any one or more of the following without discharging or in any way affecting my/our liability hereunder.
- e) The SCHOOL shall at its absolute discretion be entitled from time to time without my/our consent or prior notice to me/us and without prejudice to this Guarantee and Indemnity do anyone or more of the following without discharging or in any way affecting my/our liability hereunder:
  - a. Grant time or indulgence or agree to waive, forebear, compromise, arrange, settle or deal with all or any rights as contained herein
  - b. Take any other securities, guarantees or indemnities from me/us, the Student or any other person which securities, guarantees or indemnities shall be in addition to and not in substitution of this Guarantee and Indemnity;
  - c. Deal with, exchange, release, modify or abstain from perfecting or failing to correct any validity in enforcing any securities or other guarantees or rights which the SCHOOL may now or hereafter have from or against the Student or any other person; or
  - d. Amend, vary or alter the terms and conditions of the Academic Agreement.
- f) The Guarantee and Indemnity shall be binding upon me/us and my/our estate, successors, permitted assigns, liquidators or other legal personal representatives as the case may notwithstanding any change in the name, style or constitution of the Student however such change in the name, style or constitution of the Student shall be affected.
- g) If this Guarantee and Indemnity is executed by two (2) or more parties, we shall be jointly and severally liable hereunder in the same manner and with the same affects as if each of us had signed separate instruments.
- h) The Guarantee and Indemnity shall not be revoked or impaired as to any one (1) or more of us by the death of any one (1) or more of the indemnifiers herein so that the liability of the surviving indemnifiers shall continue notwithstanding the death of any one or more of us and the estates of the deceased indemnifiers shall continue to bound by this Guarantee and Indemnity. Likewise, this Guarantee and Indemnity shall continue to be in full force and binding on us notwithstanding the disability or liquidation of any or all of us.
- i) The SCHOOL share at its discretion to be entitled from time to time without my/our prior consent or without notice to me/us, release or discharge any one (1) or more of us from the obligations of this Guarantee and Indemnity or to accept any composition from or make any other arrangements with any of us without thereby prejudicing or affecting the SCHOOL's rights and remedies against the other indemnifiers herein remaining.
- j)
  - (1) any admission or acknowledgment in writing by the Student or by any person authorized by the Student of the amount of indebtedness of the Student to the SCHOOL and any judgment obtained by the SCHOOL against the Student in respect of such indebtedness shall be binding and conclusive on and against me/us in all courts of law, tribunals and elsewhere.
  - (2) Further or in the alternative a certificate by the SCHOOL or its authorized representatives as to the monies and liabilities for the time being due and incurred to the SCHOOL from or by the Student shall be conclusive evidence in any legal proceedings against me/us as to the monies and liabilities for the time being due and incurred to the SCHOOL from or by the Student.
- k) Any notice or demand to be issued hereunder shall be in writing and shall be served upon the party concerned by prepaid ordinary post or by hand to the address last known to the SCHOOL or stated herein and if sent by post shall be deemed to have been properly served with five (5) days of posting notwithstanding that the notice or demand sent by the SCHOOL or any solicitor or firm of solicitors acting for the SCHOOL Provided Always service on one (1) of us shall be deemed good and effective service on all of us.

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Student Signature

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Guardian Signature

- l) The time provided for in law for the recovery of every money and liabilities due and under this Guarantee and Indemnity shall not run until demand has been made by the SCHOOL.
- m) I shall pay to the SCHOOL on a full indemnity basis all costs and expenses [including
- n) This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of Malaysia
- o) I shall pay to the SCHOOL on a full indemnity basis all costs and expenses [including the SCHOOL's legal costs on a solicitor-client basis] incurred by the SCHOOL in respect of the Guarantee and Indemnity and/or the recovery of all monies and liabilities due from the Student and/or from me/us to you under this Guarantee and Indemnity including the cost and expenses of all legal proceedings brought against the Student and/or me/us.
- p) Until all money and liabilities due incurred by the Student to the SCHOOL shall been paid or discharged. I will not be paying off any sum recoverable hereunder or by any other means or on any other ground claim any set-off or counterclaim against the Student in respect of any liabilities on the part of me/us or any of us to the Student or claim or prove competition with the SCHOOL in respect of any payment by me/us or any of us hereunder or be entitled to claim or have the benefit of any set-off, counterclaim or proof against or dividend , composition or payment by the Student or his estate or the benefit of any other security which the SCHOOL now or hereafter hold for any money or liabilities due or incurred by the Student to the SCHOOL or to have any share therein.
- q) The Guarantee and Indemnity shall be in addition to and not in substitution for any other guarantee for the Student given by me/us or any of us to the SCHOOL.
- r) Any security now or hereafter held by or for me/us or any of us from the Student in respect of the liability of me/us or any of us hereunder shall be held in trust for the SCHOOL and as security for my/our liability hereunder.
- s) The SCHOOL shall so long as any money remains owing hereunder have a lien on all money now or hereafter standing to my/our credit or the credit of any of us with the SCHOOL and the SCHOOL shall also have a lien on any stock or share certificates, title deeds or other securities belonging to me.us or any one or more of us or under my/our control or that of any one (1) or more of us, which have been deposited with the SCHOOL for any purpose.
- t) To give effect to this Guarantee and Indemnity, the SCHOOL shall be at liberty to act as though I/we and each of us were principal debtors or principal debtor to the SCHOOL for all payments guaranteed by me/us as aforesaid to the SCHOOL and notwithstanding:
  - a. The failure of any one (1) or more of us intended indemnifiers to complete this Guarantee and Indemnity; or
  - b. The fact that for any reason whatsoever the signature of any one [1] or more of us the intended indemnifiers to this Guarantee and Indemnity shall not bid him or his estate; or
  - c. The release by the SCHOOL of any one (1) or more of us from further liability under this Guarantee and Indemnity;

The remainder of us shall be bound by this Guarantee and Indemnity and it shall be and remain a continuing security as to the other or other of us.

- u) The SCHOOL shall be under no liability to marshal in my/our favour any securities or any of the funds or assets which the Student may be entitled to receive or upon which the SCHOOL has a claim.
- v) This Guarantee and Indemnity shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the School for all or any part of the money and liabilities hereby guaranteed nor shall such collateral or other security or any lien to which the SCHOOL may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the monies hereby secured be in anywise prejudiced or affected by this present Guarantee and Indemnity. The SCHOOL shall have full power at its discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to this present Guarantee and Indemnity or any liability hereunder and I/we give my/our consent thereto. The money received by the SCHOOL from me.us or the Student or any person or persons liable to pay the same may be applied by

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Student Signature

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Guardian Signature

