

Personal Information (as shown on your Passport/ID)		
Surname		First Name
Identity Card N° / Passport N°		Date of Birth (DD/MM/YYYY)
Male ☐ Female ☐ Rather not say ☐		Nationality
Residing Address in Malta		Post Code
		Malta ☐ Gozo ☐
Address in Home Country		Post Code
		Country
Telephone N°	Mobile N°	Email

1 Status and purpose of this Agreement

This Agreement records the binding terms between Avanza Training Academy (the "Academy"), and the named student (the "Student") for the programme specified below. It is separate from the Student Application Form.

For a Third Country National whose enrolment depends on permission to study in Malta, this Agreement shall be issued only after the Academy has confirmed that the relevant admission and visa conditions have been satisfied.

2 Programme particulars

Full Programme Title			
MQF/EQF Level		ECTS / ECVET / Total Credits	
Mode of Attendance: Full-time ☐ Part-time ☐		Mode of Delivery: Face-to-face ☐ Blended ☐ Online ☐	
Teaching venue / online platform			
Language	Programme Start date	Expected Completion Date	Duration

The programme specification, timetable, assessment plan and applicable student policies supplied to the Student form part of this Agreement.

3 Fees and payment arrangements

All payments shall be acknowledged by an official receipt.

The Student remains responsible for charges, unless the Academy accepts a sponsor's liability in writing. Failure by a sponsor to pay does not remove the Student's liability unless expressly agreed otherwise.

The Academy shall not introduce new compulsory charges for the agreed programme without the Student's prior written consent, except where imposed by law or an external awarding body and communicated with supporting details.

4 Academy's duties

- Provide the teaching, assessment, academic support and other educational services described in the approved programme documentation, using appropriately qualified personnel and suitable resources.
- Give the Student clear and timely information about timetables, assessment requirements, attendance expectations, academic integrity, progression and certification.
- Apply published policies fairly, including complaints, appeals, discipline, equality, reasonable support and data protection.
- Notify the Student promptly of material changes and take reasonable steps to minimise disruption and preserve the Student's opportunity to complete the programme.
- Issue assessment results after the Student completes the relevant requirements and satisfies lawful academic and administrative obligations. Certification remains subject to successful completion and, where applicable, awarding-body requirements.
- For overseas students, provide accurate institutional documents reasonably required for immigration processes, without guaranteeing that any visa or residence permit will be granted or renewed.

5 Student's duties

- Provide complete, accurate and authentic academic, identity, immigration and personal information, and promptly report any material change.
- Attend and participate punctually in scheduled learning activities, meet the programme's attendance requirement, submit work on time and complete assessments honestly.
- Comply with the Academy's published regulations, policies, code of conduct, health and safety requirements, acceptable-use rules and reasonable instructions.

- Treat staff, students and visitors respectfully. Political discussion that is unrelated to the programme, disruptive, campaigning in nature or likely to create conflict is not permitted during teaching activities or on Academy premises unless expressly authorised for an educational purpose. Discriminatory, insulting or harassing comments or conduct relating to political belief, race, ethnicity, national or social origin, gender, age, sexual orientation, language, disability, religion or belief, or any other protected characteristic are strictly prohibited.
- Pay the agreed fees by the dates stated in this Agreement and retain evidence of payment.
- Maintain lawful immigration status where applicable, comply with visa conditions and immediately inform the Academy of any change, refusal, curtailment or cancellation.
- Keep all contact details current throughout the programme. Overseas students must promptly provide any change to their residential address and telephone number in Malta and must also provide and maintain an overseas contact address, including following completion or termination of their studies, where required by law or a competent authority.

6 Changes to the programme

Course schedules, teaching staff, content, learning activities, delivery arrangements and other programme-related matters may be changed where reasonably required because of academic, regulatory, operational, health and safety, force majeure or other circumstances beyond the Academy's reasonable control. The Academy will notify students as soon as reasonably practicable once a change is confirmed, explain any material impact and take reasonable steps to minimise disruption and provide an appropriate alternative or remedy.

The Academy shall not be liable merely because a reasonable change is required by circumstances beyond its control.

7 Withdrawal, cancellation and refunds

Fees are non-refundable when the Student cancels or withdraws, fails to commence, or is suspended, terminated or expelled following the Academy's disciplinary or other applicable procedures. This applies regardless of the payment method or instalment arrangement selected.

The provisions below apply subject always to mandatory consumer rights and any more favourable written term agreed by the Academy:

Circumstance	Student's entitlement	Notes
Academy cancels the programme before it starts	Full refund of programme fees paid	Unless the Student accepts a suitable alternative in writing.
Programme does not start on the agreed date and does not commence within 180 days	Full refund of programme fees paid	The Student may instead accept a revised start date in writing.
Academy ceases delivery before completion or cannot provide the programme in full due to licence/accreditation restriction or revocation	Refund of fees for the undelivered portion and any further remedy required by law	The Academy will also take reasonable steps to support continuity or transfer where feasible.
Student withdraws before the start date	No refund	Applies to all payment methods and instalment arrangements.
Student withdraws after commencement	No refund	Applies to all payment methods and instalment arrangements.
Student is suspended or terminated for proven serious misconduct or non-payment	No refund	The applicable disciplinary, termination and appeal procedures remain available.
Student requires a study visa and the required visa has been issued	No refund if the Student later cancels, withdraws or chooses not to travel or enrol	A visa decision remains the responsibility of the competent authorities.

Any refund due shall normally be paid to the original payer using the original payment method, subject to lawful verification and deduction only of amounts the Academy is legally entitled to retain.

8 Academy default

The Academy is in default if it fails to start or complete the programme in the circumstances described in Section 7, fails to provide the agreed educational service to a material extent, or fails without lawful reason to release completed assessment results. The Academy shall investigate promptly and provide the remedy required by this Agreement and applicable law. The Academy is not in default where the Student had already withdrawn before the relevant event.

9 Student default, suspension and termination

The Student may be in default for material non-payment, failure to commence or participate without approved reason, serious or repeated misconduct, academic misconduct, discriminatory or disruptive behaviour, breach of Academy regulations, provision of fraudulent documents, or breach of immigration conditions. A Student who fails to comply with these regulations may be suspended or expelled. Except where immediate protective action is reasonably required, the Academy shall give written notice of the concern and a fair opportunity to respond or remedy it.

Any suspension, termination or expulsion shall follow the applicable disciplinary or academic procedure and shall state the reason, effective date and right of appeal. Subject to mandatory consumer law, no refund is due where enrolment ends because of proven disciplinary misconduct, breach of these regulations or another Student default, and termination does not cancel fees lawfully due.

10 Attendance, assessment and award

The Student must meet the attendance, participation, assessment and progression requirements stated in the programme documentation. Absence, late submission, reassessment and academic misconduct shall be managed under the applicable published policies.

The Student has the right to receive assessment results after completing all required assessment components for the programme or relevant part of it, provided that the Student has satisfied all applicable academic, administrative and financial obligations. Successful completion of all programme requirements leads to the award stated in Section 2. The Academy will issue or arrange certification and any applicable transcript in accordance with its accreditation and awarding-body obligations.

11 Complaints and appeals

The Student should first raise a concern with the appropriate Academy course coordinator. A formal complaint or academic/disciplinary appeal may then be submitted under the published procedure within the stated time limit. The procedure, contact details and escalation route shall be made available to the Student.

12 Data protection

The Academy will process personal data provided in connection with this Agreement for admissions, enrolment, course administration and delivery, assessment, certification, student support, finance, immigration compliance, quality assurance, research and statistical purposes, and legal or regulatory obligations, in accordance with the General Data Protection Regulation, the Data Protection Act (Cap. 586 of the Laws of Malta) and the Academy's Privacy Notice.

Data may be shared where necessary and lawful with awarding bodies, MFHEA, Identita, government ministries and entities, service providers and sponsors. This may include information needed to administer or measure participation in a government scheme, or for lawful research, quality assurance or statistical purposes. The Academy will apply appropriate safeguards and will not rely on this Agreement as consent where another lawful basis is more appropriate. Optional uses, including promotional photography, require separate consent where required.

13 Notices and contact details

Official notices under this Agreement may be sent by email or delivered to the last contact details provided. The Student must promptly update those details. The Academy's designated contact is:

Full Name	Email
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14 General terms

This Agreement, its completed programme and fee particulars, and the documents expressly incorporated into it constitute the agreement between the parties for this enrolment. A variation must be recorded in writing and accepted by both parties, except for reasonable non-material operational changes under Section 6.

If any term is invalid or unenforceable, the remaining terms continue to apply. No term shall be interpreted to exclude or limit a right or liability that cannot lawfully be excluded.

This Agreement is governed by the laws of Malta. The courts and competent tribunals of Malta shall have jurisdiction, without prejudice to any mandatory consumer right available to the Student.

15 Documents provided before signature

Programme specification / course outline ☐	Timetable or indicative schedule ☐	Assessment and progression information ☐
Student Guidelines / Regulations ☐	Other (please specify) ☐	

16 Declarations and signatures

By signing below, each party confirms that it has read and understood this Agreement, that all fields programme have been completed, and that a copy of the signed Agreement will be provided to the Student.

Avanza Training Academy Representative			
Full Name	Designation	Date	Signature

Student		
Full Name	Date	Signature

Parent / Guardian (if legally required)	
Full Name	Signature

Sponsor / Payer Acknowledgement (if applicable)	
Full Name	Signature