



**GBS HE Malta Limited
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Malta**

Terms and Conditions of Contract between Student and GBS HE Malta Limited

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Version Control

Document title: Terms and Conditions of Contract between Student and GBS HE Malta Limited		No of pages: 11
Version Number: 1.0	Date first published: October 2022	
Approved by:	Last review date: October 2022	
Date originally approved:	Due for next review: October 2023	

Related policies
<ul style="list-style-type: none"> ▪ GBS Complaints Policy and Procedure ▪ GBS Tuition Fee Refund and Compensation Policy ▪ GBS Equal Opportunities Policy ▪ GBS Admissions Policy ▪ GBS Attendance Policy ▪ GBS Data Protection Policy
External Reference
<ol style="list-style-type: none"> 1. Malta Further & Higher Education Authority (MFHEA) 2. Identity Malta VISA requirement 3. Policies and Procedures 4. Malta Competition and Consumer Affairs Authority (MCCAA)

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Terms and Conditions of Contract between Student and GBS HE Malta Ltd

1. Introduction

1.1 This document sets out key aspects of the relationship between you, as a student, and GBS HE Malta (hereinafter referred to as “GBS”). GBS is bound by the terms of the [Malta Further and Higher Education Authority](#) (Licensing, Accreditation and Quality Assurance) Regulations. As such, you have rights under the terms of these regulations.¹ When you are offered a place to study at GBS it is in accordance with these Terms and Conditions (“Terms”) and acceptance of a place means that you accept these Terms and Conditions in full. It is therefore important that you read this document in full before accepting your offer of a place. If there is anything said or written by or on behalf of GBS that you wish to consider when deciding whether to accept your offer of a place, please seek written confirmation from the Admissions Department² beforehand. Please also contact the Admissions department if you have any questions regarding these Terms and Conditions or any of the other documents listed below.

1.2 These Terms and Conditions together with the:

- (a) Offer letter
- (b) Tuition Fee Refund and Compensation policy
- (c) Acceptance of a Place Form
- (d) GBS Student Policies and Procedures (<https://gbs.edu.mt/our-policies/>)

form the basis of a contract between you and GBS for the provision of educational services.

1.3 When you are offered a place to study at GBS it is in accordance with these Terms and Conditions and acceptance of a place. This means that you accept these Terms and Conditions in full. ***A legally binding contract between you and GBS is formed when you accept the offer of a place.***

1.4 Students applying to study with GBS on one of our partner programmes should be aware that they are considered students of the partner institution, therefore the terms and conditions which provide the basis of your contact are those of the franchising partner institution.³

2. Terminology

2.1 GBS HE Malta (“GBS”, or “We” or “Us”) means:

GBS HE Malta Limited a company registered in Malta (Registration number C 99639)

Date of Registration: 08/07/2021

Registered office: International House Mdina Road, Mriehel, BKR 3000, Malta

Contact: Telephone: +44 (0)20 8092 9440

Email: admissions@gbs.edu.mt

2.2 (“You” or “Your” or the “Student”) means the person who has been offered a place at GBS and has completed and signed the Acceptance Form.

¹ GBS HE Malta (MFHEA Licence Number: 2022-010)

² GBS HE Malta Admissions Department admissions@gbs.edu.mt

³ GBS HE Malta follows guidelines set out in [Bath Spa University Academic Regulations](#) and all programmes are assessed against their assessment criteria.

- 2.3 Admission occurs when you accept the offer of a place and entitles you to enroll as a student at GBS.
- 2.4 Enrolment occurs when you have fulfilled any conditions of your accepted offer, submitted a completed Acceptance of Offer Form by no later than the published date of induction and attended induction for the academic year specified in your Offer Letter.
- 2.5 Re-enrolment occurs annually and involves the enrolled student confirming the continuation of their studies at GBS before a published deadline.
- 2.6 Entry occurs when the student attends GBS for the first time under these Terms and Conditions.

3. Equality, Diversity, and Inclusion

- 3.1 GBS is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community. [GBS Equal Opportunities Policy](#) provides further details.
- 3.2 GBS will do all that is reasonable to ensure that our culture, policies, and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

4. Admission and Enrollment

- 4.1 **Offer of a place:** Your offer letter sets out the steps you must take to accept your offer of a place and whether the offer is subject to any conditions.
- 4.2 **Acceptance:** Acceptance of the offer and fulfilment of any conditions will entitle you to enroll with GBS for the academic year specified in your offer letter.
- 4.3 **Permission to enroll:** You may not be permitted to enroll with GBS if you:
- Provide incorrect or misleading information.
 - Fail to meet any of the conditions specified in your offer letter.
 - Have a relevant criminal conviction contrary to the GBS Admissions Policy.
 - Fail to pay the required tuition fees (or provide information in relation to payment) as specified in the GBS Tuition Fees Refund and Compensation Policy.
 - Cannot prove you have the right to study in Malta.
- 4.4 **Permission to re-enroll:** You may not be permitted to re-enroll with GBS if you:
- are suspended from GBS.
 - have been withdrawn from GBS through a failure to meet academic requirements or for contravention of GBS Regulations or Policies.
 - have committed or been convicted of a relevant criminal offence which, had it been committed at the time of your application, would have precluded you from enrolment.
 - have tuition fee debt or have contravened any other aspect of the Fees and Refund Policy.

5. Identity Malta VISA requirements

5.1 The Central Visa Unit (CVU) is the government's immigration central authority responsible for the implementation of national visa policies and the provisions under the Schengen acquis (as far as visa matters are concerned). The responsibility of issuing a visa is shared with Malta's Diplomatic Missions abroad. The Central Visa Unit is committed to facilitate the issuance of a visa to all applicants who have a valid and genuine reason to reach the Maltese territory. Students who are not nationals of countries in the European Economic Area (EEA) may be required to obtain a visa to enter Malta in order to study at GBS. We make every effort to ensure that we only make offers to study at GBS to students who we expect to be eligible for a student visa. However, we reserve the right to withdraw an offer of study where information becomes available to indicate that a student will not be in a position to obtain the appropriate student visa.

5.2 All students registered for our courses must provide documentary evidence of their immigration status which confirms their right to study in Malta for the duration of their course. Any changes to immigration permission must be notified immediately to GBS and supported with official documentation (changes include those that mean students no longer require visas). Any student who fails to comply with these requirements shall have their registration and enrolment terminated and cease to be a student.

6. Cancellation

6.1 **Cancellation:** Cancellation means the cancellation of a place at GBS which has been accepted by you and which occurs before you enroll at GBS or where you do not enter GBS.

6.1 **Cooling off period:** Once you have accepted your offer, you will be invited to pay your deposit. You have the right to cancel your contract with GBS and obtain a refund at any time within 15 days from the date on which your full deposit was paid (the cooling off period).

6.2 **Notice of cancellation:** Your decision to cancel the contract must be notified to GBS in writing by:

- a. Email to admissions@gbs.edu.mt
- b. Completing and returning a Cancellation of Place Form to:
Address details

6.3 **Refund on cancellation:** Any payment made by you to GBS under this contract prior to the date of cancellation within the cooling off period will be refunded to you within 60 days, minus a €200 administrative charge.

6.4 **Cancellation due to unsuccessful visa application:** GBS HE Malta will not refund deposits where a visa application is unsuccessful due to deliberate or misleading documentation supplied in the application. Where a visa application is unsuccessful due to an administrative error by the student or other reasonable circumstances, GBS HE Malta will make a refund of fees paid minus an administration charge of €200.

6.5 **Visa:** Should you have already paid for your course and require a visa extension but do not have enough funds to apply, unfortunately any fees paid will not be refunded.

6.6 **Deferral:** You may request to defer your place on a programme of study for which you have been offered a place by a maximum of one academic year. If your request is granted, you may be eligible for a refund under the terms of our Tuition Fee Refund and Compensation Policy.

6.7 Withdrawal: You may terminate your contract and withdraw from GBS at any time after the expiry of the cooling off period but must do so in accordance with our termination procedure. Any fees paid will not be refunded.

7 Our Obligations

7.1 Provision of education: GBS will do all that is reasonable to provide an educational environment, tuition, and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the circumstances. GBS will exercise reasonable care and skill in providing educational services but cannot guarantee that the student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

7.2 Continuation of Study: GBS has a [Student Protection Plan \(SPP\)](#) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks.

7.3 Course variation: Whilst GBS recognises the importance of delivering the course advertised in its prospectus, we reserve the right to make minor variations⁴ (such as updating the curriculum, changing staff, and adjusting your timetable) to enhance the student experience, act on student feedback and respond to changing laws, regulations, and best practice. GBS will not make material variations to your course without consulting you and allowing you to withdraw from the course without financial penalty if you do not wish to accept the change.

7.4 Course closure: If GBS is unable to continue to deliver your course, we will use reasonable endeavors to transfer you to a similar course offered by GBS or to find you a place at another provider and allow you to withdraw without financial penalty and with appropriate compensation if applicable in accordance with GBS Tuition Fee Refund and Compensation policy.

7.5 Consumer protection: GBS complies with consumer protection legislation and has designed its contractual arrangements with its students to be fair, transparent, and reasonable. This is in line with [Malta Competition and Consumer Affairs Authority \(MCCAA\)](#) whose primary function is to 'safeguard consumers' interests and enhance their welfare'.

7.6 Policies and procedures: GBS will comply with its own policies and procedures. If GBS makes changes to its policies or procedures it will use reasonable endeavors to bring them to your attention before they take effect.

8 Your Obligations

8.1 You agree to treat all members of the GBS community with dignity and respect and in accordance with the expectations set out in GBS' student policies and procedures which can be found here: <https://gbs.edu.mt/our-policies/>. You understand that GBS may take disciplinary action against you in the event that these obligations are breached. Please ensure you read your Student Handbook.

⁴ Minor variations may include changes to one or more modules, for example, changes to learning outcomes and type of assessment required, as well as the changes indicated above in the text.

8.2 You agree to attend and participate in all your scheduled teaching and assessment activities as set out in our Attendance Policy. You are expected to undertake independent study to meet the learning and experience outcomes of your course.

8.3 You agree to notify GBS during the application process, and subsequently, if at any time you become aware or suspect that you have a learning difficulty or a medical condition and will provide GBS with a copy of all written reports and relevant information. GBS may decline to offer you a place or you may be withdrawn from GBS if in the professional judgement of staff and after consultation with you, we are unable to provide adequately for your needs.

8.4 You agree to keep GBS up to date with your contact information. (Including contact details in case of emergency)

8.5 You agree to monitor your GBS email account regularly.

9 Fees

9.1 **Tuition Fees** means fees in respect of, or otherwise in connection with, undertaking the course, including admission, registration, tuition, and graduation. Tuition fees are usually charged annually.

9.2 **Additional Costs** means charges for goods and services that do not form part of tuition fees. This might include expenses relating to trips, materials, vetting and barring checks and specialist clothing.

9.3 **Total Costs:** the total cost of your course, including mandatory additional costs, are set out in the GBS Fees List – please refer to <https://gbs.edu.mt/courses/>. Mandatory additional costs will be communicated to students prior to commencing their studies at GBS. These may include, where appropriate, field trip costs, travel expenses for required placements or work experience associated with a programme of studies, set textbooks. Specific information will be provided at during the induction when commencing a programme of study.

9.4 **Payment:** Acceptance of these Terms and Conditions indicates agreement to be bound by GBS Tuition Fee Refund and Compensation Policy and to pay all fees owed to GBS when they become due in accordance with the payment terms agreed.

9.5 **Payment timing:** Offer holders, whether self-funded or sponsored, must pay full fees for the academic year before they will be issued with a visa sponsorship letter. Failure to pay on time will result in the application being declined.

9.6 **Fee Increases:** GBS may increase its tuition fees on an annual basis and will do so in accordance with its Tuition Fee Refund and Compensation Policy.

9.7 **Non-payment:** If you do not pay your tuition fees on time as agreed, GBS may:

- (a) Restrict access to its premises and facilities.
- (b) Suspend or terminate your registration.
- (c) Report you to credit agencies.
- (d) Report you to the Central Visa Unit (CVU) in Malta, and relevant authorities, to notify them that your visa will need to be curtailed.

9.8 If this contract is terminated as a result of non-payment, any refund will be paid in accordance with the Tuition Fee Refund and Compensation Policy.

9.9 **Appropriation:** Save agreed otherwise, GBS shall allocate payments made to the earliest balance on the Fees account.

10 Tuition Fee Refunds & Compensation

10.1 **Refund eligibility:** Any request for a tuition fee refund must be made in writing to the Refunds Department and emailed to: refunds@gbs.edu.mt Please refer to the Tuition Fee Refund and Compensation Policy for more details.

10.2 **Compensation eligibility:** A student may be eligible for compensation in the event that GBS is not able to preserve his or her continuity of study. Any request for compensation must be made in writing to the Refunds Department of GBS. Please refer to the Tuition Fee Refund and Compensation Policy for more details.

11 Complaints

11.1 GBS welcomes feedback from prospective students and members of its community and will engage with students on an informal and formal basis in accordance with its policies and procedures.

11.2 You are entitled to make a complaint about any aspect of GBS' recruitment, selection and admissions process and any aspect of the student experience at GBS. [GBS Complaints Policy and Procedure](#) is available on our website.

11.3 Students who have applied for a programme of study which is being offered in partnership with another institute/awarding body and wish to make a complaint about any aspect of the recruitment, selection and admissions process and any aspect of their learning experience should notify GBS first and use that institute's complaints process if not satisfied with outcome of GBS.

12 Suspension

12.1 GBS may suspend a student from his/her course in accordance with our academic regulations.

12.2 Non-exhaustive examples of the circumstances in which GBS may decide to suspend a student include where it is deemed:

- a) necessary to enable an investigation to be conducted into alleged misconduct
- b) appropriate as a disciplinary sanction in its own right

12.3 **Appeal:** A student may appeal a decision to suspend them in accordance with GBS's Student Disciplinary Regulations

13 Termination

13.1 **Automatic termination:** GBS will deem this contract to terminate with immediate effect in the event that you fail to re-enroll on your course by the deadline.

- 13.2 **Termination by you:** You may terminate this contract and withdraw from GBS at any time. If you do this after the expiry of the cooling off period you must provide GBS with written notice of withdrawal by completing and returning a Withdrawal Form or by email to admissions@gbs.edu.mt. Termination will take effect when GBS acknowledges receipt of your Withdrawal Form or email in writing.
- 13.3 **Termination by GBS:** GBS may terminate this contract and on written notice deem you withdrawn from your course if:
- You have an outstanding tuition fee debt or have contravened the terms of GBS Tuition Fee Refund and Compensation Policy.
 - You fail to meet the applicable GBS attendance requirements as set out in its Attendance Policy.
 - You fail to meet the applicable GBS progression or award requirements as set out in its Assessment Regulations.
 - You breach the Student Disciplinary Procedure, GBS Safeguarding Policy or your behaviour represents an immediate and serious risk to your health, welfare, and safety or that of others.
 - You commit or are convicted of a criminal offence which had it been committed at the time of your application, would have precluded you from enrolment.
 - You have withheld key information or provided incorrect or misleading information to GBS.
- 13.4 **Appeal against termination:** You may appeal against GBS decision to terminate this contract under Suspension above in accordance with the arrangements set out in the [Complaints Policy and Procedure](#) and/or [Academic Appeals Policy](#).

14 Monitoring and Review

- 14.1 These terms and conditions may be amended by GBS at any time. Any issues related to the monitoring and review, please contact asqo@globalbanking.ac.uk.

15 Data Protection and Confidentiality

- 15.1 GBS as a Data Controller shall implement appropriate technical and organisational measures to ensure that processing of personal information is performed in accordance with GBS HE Malta Privacy Policy and our obligations under all applicable data protection laws, including the GDPR (Regulation (EU) 2016/679) and the Data Protection Act (Chapter 586, Laws of Malta). GBS HE Malta is in compliance with Article 17 of the Freedom of Information Act (Cap. 496).
- 15.2 **Privacy Notice:** GBS has a Student Privacy Notice which explains how we will use your personal data. Key information from this Privacy Notice is provided on the Application Form. The Privacy Notice is also published on GBS website⁵. You must read the Privacy Notices in full before accepting your place.
- 15.3 By accepting an Offer from GBS, you agree to GBS processing your personal data as set out in the relevant student and general privacy notices and the GBS Data Protection Policy. GBS will receive personal data from you in various ways both before and during your period of study and further information relating to you will be generated

⁵ See <https://gbs.edu.mt/wp-content/uploads/2022/06/GBS-HE-Malta-Limited-Privacy-Policy-v2.1-vFinal.pdf>

while you are studying at GBS. This may include special category or criminal convictions data under data protection legislation. Your personal data (including any special category personal data) will be held by GBS and may be used by GBS to enable GBS to fulfil its responsibilities to you.

15.4 GBS will share aspects of your personal data with GBS Group Subsidiary Companies as required. This information will be kept securely and held strictly under the provisions of the applicable data protection legislation. We will use this data as well as information about you generated during your time as a student for the provision of education services and research.

15.5 Right of access: Under GDPR (Regulation (EU) 2016/679) and the Data Protection Act (Chapter 586, Laws of Malta), you have the right to find out what information GBS stores about you. You also have the right to access the personal data. For Data Protection purposes and compliance matters, please contact dpa@globalbanking.ac.uk.

16 Events beyond the control of the parties

16.1 **Force majeure:** An event beyond the reasonable control of GBS or the Student is a Force Majeure Event and may include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

16.2 **Notification:** If either GBS or you are prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

16.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

16.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party.

17 Other Important Terms

17.1 **Consumer rights:** This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the students' statutory rights.

17.2 **No Variation:** Save as set out in these Terms and Conditions, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by you and GBS.

17.3 **Updates:** GBS reviews its policies, procedures, and related documents to ensure that they are current, accurate and accessible and publishes the latest versions on its

website and virtual learning environment. This is usually done on an annual basis unless external requirements necessitate immediate changes.

17.4 **Enforcement:** No failure or delay by you or GBS to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent you or GBS from enforcing that provision at a later date.

17.5 **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. In the event of inconsistencies between these Terms and Conditions and any other contractual information provided to you, these Terms and Conditions shall prevail. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.

17.6 **Liability:** nothing in these Terms and Conditions shall limit the liability of GBS for fraud, willful deceit, death, or personal injury where this is caused by the negligence of GBS.

17.7 **Third party rights:** Only you and GBS are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.

17.8 **Jurisdiction:** This contract was made at GBS and it, together with each matter relating to the provision of educational services by GBS, is governed by Malta and the parties submit to the jurisdiction of the Courts of Malta.

18 Alternative Format

18.1 These terms and conditions can be provided in alternative formats (including large print, audio and electronic) upon request. For further information, or to make a request, please contact:

- **Name:** Student Welfare Management Team
- **Position:** Student Welfare Officer/Manager
- **Email:** welfare@globalbanking.ac.uk