

## **Tuition Fee Refund and Compensation Policy**

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## Version Control

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### Related policies

- GBS Complaints Policy and Procedure
- GBS Student Terms and Conditions
- GBS Equal Opportunities Policy
- GBS Admissions Policy
- GBS Attendance Policy
- GBS Data Protection Policy

### External Reference

1. [Malta Further & Higher Education Authority \(MFHEA\)](#)
2. [Central Visa Unit Sec Page - Student Visa - Identità](#)
3. [Policies and Procedures](#)
4. [Malta Competition and Consumer Affairs Authority \(MCCAA\)](#)

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## 1. Purpose

- 1.1 The Purpose of this Tuition Fee Refund, Cancellation and Compensation Policy is to provide guidance on when GBS HE Malta makes refunds of tuition fees and consider paying compensation to students.

## 2. Policy Statement

- 2.1 **Responsibility:** Students are responsible for the payment of all tuition fees irrespective of whether they are self-funded or sponsored by a third party. However, fee liability is dependent on the timing and/or circumstances in which a student leaves GBS HE Malta. There may be circumstances in which a student cancels (cancellation) their place or withdraws from their course of study. It is also possible that GBS HE Malta may terminate a student's place. A refund of tuition fees and/or compensation may be appropriate in certain circumstances.
- 2.2 **Continuation of Study:** GBS HE Malta acknowledges that it may not be possible to preserve continuity of study for one or more students, and a refund of fees and/or compensation might be appropriate. This policy should be read in conjunction with the [GBS Student Protection Plan](#)

## 3. Tuition Fee Refunds and Cancellation

- 3.1 **Eligibility:** GBS HE Malta will only consider claims for refund of any tuition fee paid where:

- 3.1.1 A student withdraws from his or her course of study before the intake starts
- 3.1.2 GBS HE Malta terminates a student's course of study
- 3.1.3 A student has made an overpayment
- 3.1.4 A student receives a visa refusal

- 3.2 **Cancellation:** As a consumer, you can withdraw from your course of study with GBS HE Malta.

3.2.1 **Before enrolment:** If you wish to cancel your place on a course you must notify GBS HE Malta as soon as possible. Notification should be by email and/or letter to [refunds@gbs.edu.mt](mailto:refunds@gbs.edu.mt). Any fee that you have paid for the course which you have cancelled will be refunded to you minus an administration charge of €300.

3.2.2 **After enrolment:** To cancel your place after commencing the course you will need to contact Student Records and your academic leads on campus. In such a case you will most likely not be eligible for a refund, though we will review any cases. You will need to return any course materials that GBS HE Malta has provided you with before departure, or you may be liable for additional charges.

- 3.3 **Tuition Fee Refunds:** The following refunds for any tuition fees paid will operate:

3.3.1 Any fees paid will be refunded if GBS HE Malta rejects a student's admissions application for a place on a course.

3.3.2 Where a student's visa application is rejected by GBS HE Malta's visa team due to the omission of critical information, including but not limited to prior visa refusals or a criminal record, a refund of fees paid minus an administrative charge of €300 will be made.

3.3.3 If a student has initiated the visa process through the Visa Application Centre for Malta Visas and Immigration, any refund request will only be considered after the outcome of the visa application has been shared with GBS HE Malta's refunds and visa teams.

3.3.4 Where a student has been refused a Schengen visa by the Maltese Government representatives, a refund of fees paid minus an administration charge of €300 will be made. Any visa refusal due to fraudulent documentation will not be eligible for a refund. Guard.me insurance payments are non-refundable if the policy becomes active.

3.3.5 Where a student is already in Malta but is refused a resident permit to remain by the Maltese Government representatives, a refund of the proportion of fees remaining will be paid, minus an administration charge of €300 will be made. If the permit is refused due to fraudulent documents, the student won't be eligible for a refund.

3.3.6 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.

3.3.7 Once a student has obtained a visa, any fees paid will not be refunded.

3.3.8 Once a student has commenced their studies on a course any fees paid will not be refunded.

3.3.9 If GBS HE Malta terminates a student's enrolment in their course of study, a pro-rata refund of the tuition fees paid will be issued, calculated based on the termination date within the academic year. An administrative charge of €300 will apply. No refund will be granted if the termination results from a no-show, poor attendance, academic misconduct, or any violation of GBS HE Malta's policies and contracts, including but not limited to the Health and Safety and Risk Assessment Policy and the Anti-Harassment and Anti-Bullying Policy and Procedure for Staff and Students.

**3.4 Payment of Refunded Tuition Fees:** Refunds will only be made to the original payment source (for example, bank account). Refunds will not be made in cash. Where a tuition fee is paid by an external sponsor a refund will be made to that sponsor.

## 4. Overpayments

4.1 Any overpayment of tuition fees will be refunded to the original source.

## 5. Compensation

**5.1 Eligibility:** GBS HE Malta aims to ensure that the student learning experience is delivered and maintained at all times. GBS HE Malta will endeavour to mitigate the effects of any minor changes to course content or delivery. In the event of continuation of the study is disrupted, the GBS HE Malta will consider paying affected students' compensation to address consequential additional expenditures. Payment of compensation is subject to the provision of appropriate evidence that the additional expenditure has been incurred.

**5.2 Accommodation:** Where GBS HE Malta experiences accommodation issues the same principle of ensuring delivery of teaching and learning according to the Student Handbook applies. Where a teaching building is not available for a period, for example, due to health and safety reasons, GBS HE Malta will either provide extra teaching sessions to catch up or find suitable temporary alternative accommodation should the building remain unavailable for an extended period.

**5.3 Relocation:** If GBS HE Malta moves location to different premises students will be consulted and account will be taken of any inconvenience likely to be caused. GBS HE Malta will, if appropriate, consider compensating students affected for consequential costs such as additional expenditure on transport.

**5.4 Continuation of Study:** If GBS HE Malta is unable to preserve the continuation of study, it would consider compensating students affected consequential costs such as additional maintenance costs and lost time. Compensation for loss of time may include the value of any increase in fees incurred as the result of the delay. Any compensation would be based on the student producing objective evidence to demonstrate loss.

**5.5 Process:** Claims for compensation made by a student or group of students must be made in writing and will be considered by a Compensation Panel consisting of the Dean, Operations Manager and Director of Quality. The panel will adopt an evidence-based approach and deal with any claims made sympathetically. The Panel will also consider awarding compensation if a particular cohort of students or all students are affected by a significant disruption.

## **6. Accommodation**

A refund of the accommodation fee shall apply solely in circumstances where GBS Malta is unable to provide accommodation due to full capacity. Where alternative accommodation is offered, no refund shall be due.

## **7. Applying for a Fee Refund or Compensation**

**6.1** Application for a fee refund and/or compensation must be made in writing, preferably by email, to the Senior Compliance Officer who may be contacted at [refunds@gbs.edu.mt](mailto:refunds@gbs.edu.mt). You should clearly set out the grounds for your claim for a fee refund or compensation. A written acknowledgement will be provided within five working days, and you should expect to hear the outcome of your claim within fifteen working days of submitting your written application. International refunds may take up to 60 days to be reflected in the student's bank account.

## **8. Complaints**

**7.1** Any student with a complaint relating to this Tuition Fee Refund and Compensation Policy should use [GBS HE Malta Complaints Policy and Procedure](#)

## 9. Alternative Format

9.1 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:** Academic Support Team
- **Email:** [academicsupport@gbs.edu.mt](mailto:academicsupport@gbs.edu.mt)