



### **Sample Student Agreement**

1. This agreement shall govern the relationship between GMBS Global Management Business School with license number xxx, hereinafter referred as 'the educational institution' and (name of student with Identity card number), hereinafter referred to as 'the student'. By accepting an offer to study at the institution and by completing the process of registration and enrolment, the institution and the student are agreeing to abide by the terms of this agreement.

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

### **3. The educational programme**

- i. Name of the educational programme:
- ii. Awarding Body:
- iii. EQF/MQF Level:
- iv. Number of credits:
- v. Duration:
- vi. Commencement date:
- vii. Termination date:
- viii. Hours of Total Learning:
- ix. Mode of Delivery:
- x. Mode of Attendance:
- xi. Language of Instruction:
- xii. Entry Requirements for the educational programme:
- xiii. Structure of the programme:
- xiv. The intended learning outcomes:
- xv. The teaching, learning and assessment procedures:
- xvi. Academic qualifications leading to a regulated profession:
- xvii. The grading system:
- xviii. The educational fees:

### **4. Cancellation and Refund Procedures**

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

- the educational programme does not start on the agreed commencement date;
- the educational programme ceases to be provided after it starts but before it is completed;



- the student withdraws from the programme before the agreed commencement date by submitting a written notice to the educational institution.

A student may apply for a refund by submitting a written request by email to info@gmbs.mt including the student's full name, ID/passport number, programme name, reason for refund request, and proof of payment.

Refunds shall be processed within thirty (30) calendar days from confirmation of eligibility.

This agreement does not preclude the student from taking further action under the Consumer Affairs Act (Cap. 378 Laws of Malta).

## **5. Duties of the Educational Institution**

The educational institution shall: -

- (i) Provide to the student the teaching, assessment and other educational services for which the student is enrolled and the educational institution shall take all the steps which are reasonably in its power to provide these educational services in accordance with the terms of this agreement.
- (ii) Guarantee the students' rights, including the right to obtain assessment results upon the student having completed all the necessary assessment requirements of the programme or parts thereof.
- (iii) Advise the intending overseas students of their duty to furnish the educational institution with any change in their contact details, which include their residential address and telephone number in Malta as well as a contact address overseas, following the completion of their studies.

## **6. Duties of the Student**

The student shall: -

- (i) Disclose to the educational institution full and accurate academic and personal information as required for applications for admission, registration, and enrolment purposes.
- (ii) Inform the educational institution if there is any change to the academic or personal information that was provided at admission, registration or enrolment stage as soon as is reasonably practicable.
- (iii) Fulfill all the academic requirements of the educational programme; including participating in lectures/tutorials or other guided-learning activities, submitting coursework/assignments on time, participate in course-related activities and adequately prepare and sit for examinations/assessment.
- (iv) Abide by any statutes, regulations, rules and policies which are in place in the educational institution, and which apply to students.
- (v) Overseas students shall furnish the educational institution with any change in their contact details, which include their residential address and telephone number in

Malta as well as a contact address overseas, following the completion of their studies.

## **7. Institution's Default Clauses**

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

- (i) The educational programme does not start on the agreed starting day;
- (ii) The educational programme ceases to be provided at any time after it starts but before it is completed;
- (iii) The educational programme is not provided in full to the student due to a condition or restriction imposed on the educational institution by the Authority in accordance with the regulations in S.L607.03 or due to the revocation, by the Authority, of the applicable license or accreditation in accordance to S.L.607.03.  
Provided that where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the educational institution shall not be deemed to be so in default
- (iv) The educational institution fails to issue all examination and other assessment results to the student upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

## **8. Student's Default Clauses**

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

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

## **9. Dispute Resolution Clause**

The educational institution and the student shall attempt to resolve any dispute by following this procedure:

Informal Resolution: The student shall first raise the issue in writing by email to [info@gmbs.mt](mailto:info@gmbs.mt). The educational institution shall acknowledge receipt within five (5) working days and shall attempt to resolve the matter within fifteen (15) working days.



Formal Complaint: If the matter is not resolved, the student may submit a formal complaint in writing to the Head of Institution at rector@gmbs.mt. The educational institution shall provide a written decision within twenty (20) working days from receipt of the formal complaint.

External Remedies: If the dispute remains unresolved, the student may seek other legal remedies available under the Laws of Malta, including the competent authorities or courts.

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

**10. Data Sharing Clause**

In accordance to article 5 of the Further and Higher Education Act (CAP 607 Laws of Malta) and without prejudice to the data protection provisions established by virtue of Regulation (EU) 2016/679 (the General Data Protection Regulation (GDPR), the (name of provider) shall grant access to the Malta Further and Higher Education Authority (MFHEA) to the information collected through this student agreement. The data shall be transmitted to the Authority within a reasonable time from when it was requested and shall be used by the Authority in pursuance of its functions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Head of Institution's name

\_\_\_\_\_  
Student's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date