# CONSUMER CLAIMS TRIBUNAL

In the Acts of Claim CCT 6/26/F

**Simona Cassano**

*vs*

**Mediterranean College of Sport (Operations) Ltd**

Today, the 23rd February 2026

**The Tribunal:**

Having seen the Notice of Claim filed by the applicant on the 8th January 2026;

Having seen the Reply filed by the defendant company on the 30th January 2026;

Having heard the testimony of the parties;

Having seen the documents exhibited by the parties;

Having seen all the acts of the Claim;

Having noted that the Claim has been put off for judgement.

**Considered:**

Whereas through the instant proceedings, the applicant is claiming a full refund of the five hundred Euro (€500) registration fee which she paid to enrol her daughter for the Artistic Gymnastics Programme at the Mediterranean College of Sport (hereinafter referred to as 'MCS' or the 'defendant'). She claims that she is due this refund due to lack of transparency and unfair commercial practices resulting from the post-payment introduction and belated disclosure of new eligibility requirements.

Whereas in its reply, the defendant company replied that the applicant's claim is unfounded because she registered her daughter (i.e. paid the registration fee) without prior enquiry and that the non-refundable nature of the fee was clearly stated in writing, concluding that it acted transparently, professionally and in good faith at all times.

Whereas from the facts, it emerges that the applicant paid the registration fee on the 14th August 2025. Both parties confirm this date and also the fact that the MCS terms and conditions state that the registration fee is not refundable.

Whereas the applicant states that prior to her paying the registration fee and even in the time immediately thereafter, the entry requirements for the Artistic Gymnastics course were not disclosed to her. The applicant elaborates that the actual entry requirements were only communicated in later November 2025, after the MCS adopted the criteria set by the National Federation of Gymnastics. Upon examination of MCS's Reply, the Tribunal notes that it itself confirms that "the terminology 'P1' and 'Prep 1' were introduced by the national federation in late September 2025". Therefore, it is clear that the entry criteria of the course were established and communicated much after the registration fee was paid by the applicant.

Whereas despite MCS's repeated assertion that parents are encouraged to contact the administration prior to formally submitting an application for registration, the terms and conditions which it quotes in its reply do not state such a detail and on the contrary, make it clear that "to begin your journey at MCS, complete and submit the registration form below". Therefore, for an outsider's point of view, it is not too obvious that one is expected to reach out to MCS via email or telephone prior to submitting the online form and paying the registration fee.

Whereas the Tribunal considers that as a trader providing services to consumer, MCS was under duty to provide clear, complete and transparent details relative to the services which it offers. In this context, Article 51D (1)(b) of Chapter 378 of the Laws of Malta establishes that a commercial practice shall be regarded as misleading if the trader hides, or provides in an unclear, unintelligible, ambiguous or untimely manner, material information which the consumer needs to make an informed transactional decision prior to being bound under a contract with the trader. Undoubtedly, in the Tribunal's view, when an educational institution is concerned, full and complete statements on the entry requirements of its courses constitute material information which must be provided beforehand.

Whereas after considering the circumstances of the case, particularly in light of the principles of equity and substantive justice contemplated under Article 21 of Chapter

378 of the Laws of Malta, the Tribunal considers that the applicant is justified in expecting a full refund of the registration fee as the new entry requirements were adopted and published by MCS only after she had paid it. In such a case, substantive fairness dictates that MCS should have offered a full refund of the registration fee and thus, its insistence on the non-refundable nature of such fee is unreasonable in the circumstances.

**Decision:**

**Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides the Applicant's Claim by upholding it and consequently orders the defendant to pay the Applicant the sum of five hundred Euro (€500).**

**Each party shall bear own costs. Legal interest shall run from the date of this decision.**

**Avv. Mattia Felice LL.B., LL.D. (Melit.), ECPC-B (Maastricht)**
***Arbiter***