

Report on Case No CEDUC-25-6253

The complaint

1. The complainant runs a private organisation which every year organises a private kids' summer camp (summer school) on government school premises – the Haż-Żebbuġ Primary School.
2. At the end of January of this year she confirmed with the said school the dates of this year's programme – beginning in July – and was advised that this year there would be a slight increase in the fees that needed to be paid by her organisation to cover electricity charges, with the estimated total cost being approximately €1,067. Based on this estimate, the complainant planned the budget for this year's summer camp and communicated the fees to the parents of the prospective attendees.
3. On the 24th March 2025, the complainant was informed by the school that new rates had been introduced, and a new quotation was provided amounting to €2,650 for the entire camp period. This not insignificant increase was again integrated in her budgeted planning and communicated to the parents in the enrolment process.
4. Between April and June, the complainant was in regular contact with the school to have the contract for the use of the school premises signed. During this period she was verbally informed that all contracts were on hold and were being revised.

5. On June 26th – barely two weeks before the camp was to start – she received an invoice from the Head of College Network totalling to a staggering €5,229 for the use of premises in the Żebbuġ Primary School (premises which are not air-conditioned) for the period 14th July to 5th September 2025. On the 3rd of July 2025 the complainant wrote to the Office of the Ombudsman complaining about the lack of transparency in the whole process, and about the fact that she and her organisation, already committed with the parents of the enrolled students, had been put in an impossible financial situation. On the same day the case was assigned to the undersigned for investigation, and notice in terms of Article 18(1) of the Ombudsman Act was served upon the Permanent Secretary MEYR also on the 3rd ultimo.

The investigation and findings

6. It has to be said to at the outset that, to its credit, the Office of the Permanent Secretary MEYR was quick to this manifest case of maladministration and went quite some way to try and make up for it by offering to the complainant a 40% discount on the rent (excluding utilities) and by applying the 2024 rental rates in lieu of the 2025 ones.

7. From the evidence submitted by the Office of the Permanent Secretary MEYR, it transpires that in April of 2024 a new Standard Operating Procedure (SOP) on the ‘Use of School Premises by Third Parties’ was issued by the ministry responsible for education. What is clear, however, and beyond the shadow of any doubt, is that the new SOP had not found its way to the desk or desks of the officers that mattered on the ground, to wit those at Żebbuġ Primary School. The Office of the Permanent Secretary state that on the 3rd of February 2025, this April 2024 SOP “... *was re-circulated internally by the*

Office of the Permanent Secretary”. Whatever ‘internally’ implies, it is quite clear that this only served (unintentionally, of course) to create uncertainty and confusion at the level of communication between the primary school and the complainant.

8. What the undersigned finds bewildering – to put it mildly – is that it was only on the 25th June 2025 that “... *the newly established board at St Ignatius College held its first meeting and evaluated several third party rental agreement requests, including the one concerning [the complainant] at Haż-Żebbuġ Primary School*” (communication by the Permanent Secretary MEYR to this Office of the 29th ultimo). Why such important matters which had been pending since February should only be determined at College level barely two weeks before the activity in question is due to take place, is beyond the pale of comprehension. Even less comprehensible is the attitude of the College administration, at their meeting with the complainant on the 10th of July 2025, in subliminally suggesting that in previous years she had somehow been given ‘discounts’ when renting the premises for the same purpose as this year’s activity. The complainant had always paid exactly what she had been invoiced and had never engaged in any haggling.

Conclusion

9. The new contract for the use of the premises at the Haż-Żebbuġ Primary School, with the 40% reduction to make up for the unnecessary confusion and uncertainty caused, was eventually signed by the Head of College Network, the Head of School and the complainant on the 11th of July 2025.

10. While there is no doubt that the Education Authorities are free to establish the rates and other modalities for the renting of school premises by third parties, in the instant case and in light of the circumstances as above summarised, the lack of proper communication between College and School and the uncertainty to which the complainant was submitted, amounted to an omission which was both unreasonable and wrong in principle in accordance with Article 22 (1)(a) and (d) of the Ombudsman Act. The complaint is, therefore, fully justified and is being sustained.

11. In view of the prompt acknowledgement by the Office of the Permanent Secretary of the element of maladministration involved in this case, the undersigned sees no point in making specific recommendations as to how to improve internal communications within various tiers of the Education Division.

Vincent A De Gaetano
Commissioner for Education

14 August 2025