

## **BAA Sales, Withdrawal, Cancellation and Refund Policy**

### **COVID-19 Policy**

For registrations made after April 1, 2020, the Barcelona Academy of Art has established a new cancellation policy complementary to the existing Terms and Conditions.

The new refund policy related to COVID-19 guarantees a full refund of the payments made by the student to the BAA in the event that the Academy is forced to cancel or postpone a course, and / or in the event that the student is forced to cancel his / her participation for reasons related to the pandemic, with prior corresponding justification and prior to the start of his / her course.

In these cases, the student will have the right to choose between the full refund of the previously paid enrollment, or the use of the amounts for a new enrollment.

The rest of the cancellation and refund conditions will continue to be the same as in the existing general terms.

### **General Cancellation Policy**

The cancellation policy is applicable to people who wish to cancel their enrollment or booking in the courses and workshops of the Barcelona Academy of Art S.L., hereinafter BAA. The registration in any BAA course or workshop implies accepting the following conditions:

### **Applicable Regulations**

These General Contracting Terms are subject, among others, to the provisions of Law 7/1998, of April 13, on General Contracting Conditions, to the Royal Legislative Decree 1/2007, of November 16, by which the revised text of the General for the Defense of Consumers and Users and other complementary laws, Organic Law 15/1999, of December 13, on the Protection of Personal Data, Law 7/1996, of January 15, is approved of Retail Trade, and to Law 34/2002 of July 11, Services of the Information Society and Electronic Commerce and other regulations that may be applicable.

### **Bookings**

The User may register for a course or workshop by sending the registration form from the following webpage <https://www.academyofartbarcelona.com/book-your-place/?lang=en>. The BAA will always confirm the registration and reservation of the course by email.

Once the online form has been sent and the student is admitted, he / she will be asked to make the payment of the non-refundable deposit for the reservation and confirmation of the place. The non-refundable deposit corresponds to 10% of the total of the course registered by the student. Once this deposit has been made, the student will receive a confirmation of the registration.

The rest of the payment for the course must be paid on the dates that the Administration department specifies by email when confirming the place at the rate of one payment each term, and always in advance.

If the non-refundable deposit is not paid on the indicated deadline, the place will be automatically available for another student who wishes to enroll. If the payment of the term/course fee is not paid on time, the student will be contacted. In case of no response or if the payment of the fee has not been made in the middle of the course/term, the student's enrollment will be canceled and the student will not have the right to attend the rest of the term/course.

## **Cancellation of Online Courses or Presential Courses**

The buyer of any course will have the right to cancel the registration, provided that he / she communicates it within a period of 14 days from the booking of the service and the course has not started. The cancellation must be communicated to the BAA by email to [info@academyofartbarcelona.com](mailto:info@academyofartbarcelona.com). The BAA will reimburse the user, within a period of 14 days, from the date of notification of the cancellation.

In the case of registering for presential courses, the cancellation will not be admissible if the course has started.

In the case of registering for online courses, since they involve the download and/or supply of recordings and other digital materials, the cancellation will not be admissible if the User has already accessed the materials or has downloaded them, since it is fully understood that the initial booked service was provided in its entirety.

## **Cancellation Fees**

Cancellations must be notified by email to [info@academyofartbarcelona.com](mailto:info@academyofartbarcelona.com). Cancellations notified by any other means will NOT be accepted. In this email the student must include all the registration data, adding name and surname, date and contact information.

In the event that the student cancels the course/workshop once it has started, no amount will be reimbursed, unless force majeure is alleged by the student.

Force majeure is considered an extremely serious or urgent situation. In such cases, the student will be required to present the necessary documentation for the BAA to verify the accuracy of the situation. The Direction Committee will evaluate each situation individually and the Administration Department will communicate the final decision to the student. This decision will be final and unappealable.

In case of cancellation, the BAA will always keep the non-refundable deposit corresponding to the reservation of the student's place.

In addition, if the cancellation is made 30 days or less prior to the start of the course, the BAA will also charge a fee corresponding to the following rates:

- 30 days before the start of the course: 100% refund of the course fee to the student (excluding the non-refundable deposit).
- Between 30 and 14 days before the start of the course: refund of 80% of the course fee to the student (excluding the non-refundable deposit).
- Between 14 days to 5 days before the start of the course: 50% refund on the course fee (excluding the non-refundable deposit).
- Course started: no refund possible.

The BAA will refund the student within 15 days after the cancellation request, by bank transfer to the initial buyer of the course.

The course and registration fees (according to the percentages written above) may be used as credits for other courses at the BAA during a period of one academic year.

### **Policy on Changes and Modifications to Registrations**

Any change requested by the student to his/her registration **after it has been confirmed** entails the payment of an administrative fee. The administrative fee will be applied to all those changes requested 30 days or less before the start of the course.

Changes to the registrations are only possible in the following cases:

- The student wants to add an additional course to his initial registration
- There are places available in the course (the decision solely lies with the Administration Department)

Administrative fee for changes in the registration: 5% of the cost difference between the initial registered course fee and the newly registered course.

If the modification of the registration is requested **during the term** the student is currently enrolled in, the rate will increase to 7% of the cost difference between the initial registered course fee and the newly registered course.

### **Cancellation Policy**

The BAA reserves the right to postpone or cancel any presential course if there are not enough students enrolled, or if the teachers, for justifiable reasons, cannot attend the course. The payments received for these particular registrations will be fully reimbursed without the possibility to request any type of compensation.

### **Policy for Missed Classes**

Any session, class or course missed by the student can only be rescheduled in the following cases:

- The student can justify his/her absence for medical reasons (the student will have to provide the school with a proof of a medical appointment or a doctor's certificate of illness)
- The student has notified the school of his/her absence by email to [info@academyofartbarcelona.com](mailto:info@academyofartbarcelona.com) at least one day before the course
- There is availability of places (the decision solely lies with the Administration Department)

### **Intellectual and Industrial Property**

The contents provided by the BAA are subject to intellectual and industrial property rights and are the exclusive property of the BAA or the individuals or legal entities informed. By acquiring a product and/or service, the BAA does not confer to the purchaser any right of alteration, exploitation, reproduction,

distribution or public communication of it. The transfer of the aforementioned rights will require the prior express consent in writing by the owner of the rights.

The BAA has obtained the information and materials included in the website and online learning platform from sources considered reliable and, although reasonable measures have been taken to ensure that the information contained is correct, the BAA cannot guarantee that in all time and circumstance said information is accurate, complete, up-to-date and, consequently, it should not be relied upon as if it were. The BAA expressly declines any responsibility for errors or omissions in the information contained in the pages of this website and online learning platform.

**By registering to any BAA program, course and/or event, it is considered that the student accepts these current policies, terms and conditions.**

In the event of non-compliance with any of the aspects, legal proceedings may be opened. The BAA and the student, waiving their own jurisdiction if they have it, expressly submit to the Courts and Tribunals of Barcelona for the litigious discussion of any question arising from the interpretation or execution of the previous clauses.