

Sales, Withdrawal, Cancellation, and Refund Policy

Barcelona Academy of Art

1) General Policy:

This policy applies to all individuals who formalize their enrollment or registration in any of the training programs, courses, or workshops organized by Barcelona Academy of Art S.L. (hereinafter referred to as "BAA").

Enrollment in any training implies the explicit acceptance of the terms established in this policy, as well as all applicable current regulations.

2) Applicable Regulations:

These General Terms and Conditions of Contract are subject to, among others, the provisions of Law 7/1998, of April 13, on General Contracting Conditions; Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law for the Protection 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, on the Regulation of Retail Trade; and Law 34/2002, of July 11, on Information Society Services and Electronic Commerce, as well as other applicable regulations.

3) Enrollment and Registration Process:

Admission

Prospective students wishing to enroll in a program at the BAA must successfully complete the admission process.

Registration

The registration process is initiated by submitting the required form, available at:

<https://www.academyofartbarcelona.com/book-your-place/>

Once the application is received and reviewed, BAA will send a pre-reservation confirmation via email.

Confirmation of Enrollment

To confirm enrollment, the student must pay a non-refundable deposit, equivalent to 10% of the total course price. Upon receiving the deposit payment, BAA will send a final enrollment confirmation via email.

If the non-refundable deposit is not paid, the spot will automatically be released on the indicated deadline and made available to another student wishing to register.

Payment of the Remaining Tuition

The remaining amount must be paid in the installments indicated by BAA in the admission communication, in advance, before the start of each term.

If payment of the trimester fee is not made within the established term, the student will be contacted to remind them of the pending obligation. If, after this first notice, no response is received and no payment is made, the student's registration will be automatically cancelled. Consequently, the student will lose the right to the reserved place, as well as the amount paid as a deposit, with no possibility of reimbursement.

4) Payment Conditions:

All payments must be made in euros (€).

It is the student's responsibility to ensure that the exact amount is paid and that it is made by the established deadline.

All charges for transfers, currency conversion, commissions, or other banking fees will be borne by the student.

5) Non-Payment Consequences:

In the event that the student is late or defaults in payment and, after receiving a reminder, fails to provide a response or submit a new payment proposal accepted by the school, the BAA will take the following actions:

- It will proceed to suspend the student's enrollment
- The student will not be allowed access to classes, services, activities or school facilities
- The student will not be allowed to enroll or re-enroll until the financial situation is regularized
- Grades will not be issued
- The right to evaluation will be lost

The obligation to pay will be in place from the moment the enrollment is formalized, regardless of whether the student does not complete his or her studies.

The BAA will have the right to take legal action to recover the outstanding debt, to disclose information about the debtor to credit reference agencies or other credit evaluation, debt monitoring or fraud prevention organizations, and to record the debtor as a debtor of the school in any reference requested from the school.

6) International Students:

Visa Responsibility

The BAA is not responsible for the management or processing of student visas, whether from outside or inside Spain. The application, follow-up and obtaining of the visa are the sole responsibility of the student. Please note that the BAA is a private institution whose courses are non-regulated studies, which may influence the criteria for the granting of visas by the competent authorities.

Visa Denial Policy

- The amount paid as deposit and tuition may be refunded in full, provided that:
 - ✓ The denial is not due to negligence on the part of the student (e.g., insufficient funds, irregular status, erroneous documentation, application fraud, or insufficient language proficiency).
 - ✓ Official documents are provided to prove the denial by the competent authority.
- The BAA is not liable for any non-recoverable costs such as accommodation, travel, or other expenses incurred by the student.

7) Right of Withdrawal for Online or On-Site Courses:

In accordance with current legal provisions, students may withdraw from their contract within 14 calendar days of enrollment, provided that:

- The course has not commenced.
- For online courses, no access has been made, nor materials downloaded.

After this period, the right to withdraw is forfeited.

Procedure for Communicating Withdrawal

Withdrawal requests must be submitted in a clear and unambiguous manner via email to info@academyofartbarcelona.com within 14 days of enrollment.

8) Cancellation Fees:

Cancellation Requests

All cancellation requests must be made in writing via email to:

info@academyofartbarcelona.com

The request must include:

- Full name of the student.
- Course details (name and start date).
- Date of registration.
- Reason for cancellation.

Requests submitted through other communication channels will not be processed.

Suspending or stopping class attendance or use of services is not a valid means of canceling or waiving tuition and does not relieve the student's responsibility to pay fees in full. Tuition is non-refundable and outstanding fees must be paid, even if the student decides to resign or drop out.

The booking deposit is non-refundable under any circumstances.

In the case of exceptional circumstances, such as serious illness or accident of the student or first-degree relatives who have custody of the student, that prevent the student from starting the academic year or within one month of the beginning of the program, the BAA will withhold the tuition fee and allocate it to the following year's tuition fees. Students must demonstrate the circumstances prohibiting them from attending with an official medical certificate stating the initial date of illness, the expected period of convalescence and the inability to attend the academic year. Documentation or supporting evidence that is false will result in these alleged exceptional circumstances not being admitted as valid proof and will forfeit the right to withhold tuition for the following year. If the student wishes to begin his or her studies the following academic year, he or she will assume the administrative costs and the difference in price between the current tuition and the tuition for the following academic year. Failure to start the course does not exempt the obligation to pay the full tuition fee.

The final decision will be evaluated by the Management Committee and communicated by the Administration Department. This decision will be final and not subject to appeal.

Processing Refunds

Approved refunds will be issued via electronic transfer to the original payer within a maximum of 15 calendar days from the date the cancellation request is received and approved. If complete details are not sent, the transfer will not be made. Any costs associated with the cancellation transfer will be charged to the student.

9) Policy on Course Modifications

Students may request modifications to their enrollment under the following conditions:

- The student wishes to add an additional course.
- There are available spots in the desired course.

Refunds are not available for changes in the registration.

Procedure and Deadlines for Modifications

- A 5% administrative fee will apply to changes requested 30 days or fewer before the course start date.
- A 10% administrative fee will apply to changes requested after the course has commenced.

Plazos y procedimientos:

Requests for changes must be submitted in writing via email to info@academyofartbarcelona.com. Acceptance of any modification is subject to the availability of spots and fulfillment of all other applicable requirements.

10) Policy on Course Cancellation by the BAA

The BAA reserves the right to postpone or cancel a course if there are insufficient enrollments or if unforeseen circumstances prevent instructors from attending. In such cases, all payments made will be refunded in full, with no entitlement to additional compensation.

The BAA will not be held responsible for disruptions caused by events beyond its control, including but not limited to:

- Strikes or industrial actions
- Staff illness
- Adverse weather conditions
- Fire or natural disasters
- Terrorist threats or attacks
- Cyberattacks
- War or military actions
- Governmental restrictions or changes in legislation
- Epidemics or pandemics
- Failures in public utilities or transportation systems

11) Policy on Missed Classes by the Student

Missed classes due to holidays or unjustified absences will not be rescheduled or refunded.

Exceptional Circumstances

Students may request the rescheduling of a missed class if:

- The absence was due to serious illness or accident and an official medical certificate is presented.
- The absence is reported by mail to info@academyofartbarcelona.com before or on the same day.
- The absence is communicated via email to info@academyofartbarcelona.com on or before the day of the missed class.
- There are available spots in another session of the same course within the same week.

Classes cannot be rescheduled to another term. The BAA reserves the right to assess and approve each request on a case-by-case basis.

12) Intellectual and Industrial Property

All content provided by the BAA is subject to intellectual and industrial property rights and remains the exclusive property of the BAA or the individuals or entities identified as owners.

By enrolling in a course or program, students do not acquire any rights to alter, exploit, reproduce, distribute, or publicly share the content. Such rights require prior written consent from the rightful owner.

The BAA takes reasonable measures to ensure that all information provided on its website and training platform is accurate and up to date. However, it cannot guarantee absolute accuracy or completeness at all times and disclaims any liability for errors or omissions.

Acceptance of Terms

By proceeding with enrollment, students acknowledge and accept all the terms outlined in this policy.

Legal Compliance and Jurisdiction

In case of any disputes arising from the interpretation or execution of these terms, the BAA and the student expressly submit to the jurisdiction of the Courts of Barcelona, waiving any other applicable jurisdiction.