

BAA Policy - Sales, Cancellations and Refunds

Barcelona Academy of Art

1) General Policy:

This policy applies to all individuals who formally register or enroll in any of the training programs, courses, or workshops organized by Barcelona Academy of Art S.L. (hereinafter, "BAA").

Enrollment in any training program constitutes express acceptance of the terms set forth in this policy, as well as all applicable regulations currently in force.

2) Applicable Regulations:

These General Terms and Conditions of Contract are subject to, among others, the provisions of Law 7/1998 of 13 April on General Contracting Conditions; Royal Legislative Decree 1/2007 of 16 November approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws; Organic Law 15/1999 of 13 December on the Protection of Personal Data; Law 7/1996 of 15 January on the Regulation of Retail Trade; Law 34/2002 of 11 July on Information Society Services and Electronic Commerce; and any other applicable regulations.

3) Registration and Enrollment Process:

Admission

Students wishing to enter a program at the BAA must successfully complete the admission process.

Registration

The registration process is carried out by submitting the corresponding form, available at:
<https://www.academyofartbarcelona.com/en/book-your-place/>

Upon receipt and review of the application, the BAA will send a pre-booking confirmation via email.

Confirmation of place

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

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

Payment of the remaining tuition balance

The remaining balance must be paid in installments each term, in advance, according to the schedule specified by the BAA in the admission notification.

If the term installment is not paid by the established deadline, the student will be contacted to remind them of the outstanding obligation. If no response is received or payment is not made following this initial reminder, the student's enrollment will be automatically cancelled. Consequently, the student will forfeit the reserved place and the deposit paid, with no possibility of a refund.

4) Payment Conditions:

All payments must be made in euros (€). It is the student's responsibility to ensure that the exact amount is deposited and that the payment is made by the established date.

All transfer charges, currency conversion fees, commissions, and other bank charges shall be borne by the student.

5) Non-payment:

In the event that a student falls behind with payments or fails to pay and, having received a reminder, fails to respond or submit a new payment proposal acceptable to the school, the BAA will take the following measures:

- It will suspend the student's enrolment.
- The student will not be permitted to attend classes, use services, take part in activities or access the centre's facilities.
- They will not be permitted to enrol or re-enrol until their financial situation has been resolved.
- Grades will not be awarded.
- The right to critiques and final critiques will be forfeited.

The obligation to pay shall come into effect from the moment enrolment is formalised, regardless of whether the student completes their studies.

The BAA shall be entitled to take legal action to recover the outstanding debt, disclose information about the debtor to credit reference agencies or other organisations involved in credit assessment, debt collection or fraud prevention, and record them as a debtor of the school in any enquiries made to the school.

6) International students

Visas responsibilities

The BAA accepts no responsibility for the management or processing of student visas, whether from abroad or from within Spain. The application, follow-up and obtaining of the visa are the sole responsibility of the student.

The BAA is a non-university educational centre officially registered under code 08078506, issued by the Ministry of Education. However, the courses we offer are not recognised as official higher education in Spain; therefore, they cannot be used to apply for a student visa, either from your home country or once you are in Spain.

In the event of a visa refusal

- The enrolment fee paid may be refunded in full, provided that:
 - ✓ The refusal is not attributable to negligence on the part of the student (for example: insufficient funds, irregular status, incorrect documentation, fraud in the application or insufficient command of the language).
 - ✓ Official documents are submitted proving the refusal by the relevant authority.
 - ✓ The refund request must be submitted before the start of the course.
- Under no circumstances will additional expenses such as accommodation, transport, insurance or other costs related to the planning or preparation of the course be refunded.

7) Right of Withdrawal – Online and In-Person Courses:

In accordance with applicable legislation, students may withdraw from the contract within 14 calendar days from the date of enrollment, provided that:

- The course has not yet started.
- For online courses, the student has not accessed or downloaded any course materials.

Once this 14-day period has expired, the right of withdrawal may no longer be exercised.

Procedure for Exercising the Right of Withdrawal

The withdrawal request must be communicated clearly and unequivocally by email to **info@academyofartbarcelona.com** before the end of the 14-calendar-day withdrawal period from the date of enrollment.

8) Enrollment Cancellation Policy:

Cancellation Request

All cancellation requests must be submitted in writing by email only to: info@academyofartbarcelona.com

The request must include:

- Student's full name
- Enrolled course
- Enrollment date
- Reason for cancellation

Cancellation requests submitted through any other means or with incomplete information will not be accepted.

Suspending or discontinuing attendance at classes or ceasing to use the services does not constitute a valid cancellation or withdrawal from enrollment and does not release the student from the obligation to pay all outstanding tuition fees in full. The enrollment fee is non-refundable, and any outstanding tuition fees remain payable even if the student chooses to withdraw or discontinue the course.

Non-Refundable Deposit

The reservation deposit is non-refundable under any circumstances.

The deposit is intended to secure the exclusive reservation of an academic place and to compensate for the administrative, management, and planning costs arising from the student's admission, as well as the loss of the opportunity to offer that place to another applicant. Accordingly, the deposit is considered a non-refundable amount, except in the cases expressly provided for in this policy.

In exceptional circumstances, such as a serious illness or accident affecting the student or a first-degree family member under the student's care, which prevents the student from beginning the academic course or from continuing within the first month of the program, BAA will retain the tuition amount and apply it toward the following academic year's tuition fees.

Students must provide evidence of such circumstances by submitting an official medical certificate indicating:

- The date on which the illness or injury began;
- The expected recovery period; and
- Confirmation that the student is unable to attend the academic course.

Any false documentation or supporting evidence will invalidate the claim of exceptional circumstances, and the student will forfeit the right to transfer the tuition payment to the following academic year.

Should the student wish to begin their studies in the following academic year, they will be responsible for any applicable administrative fees and for paying any difference between the current tuition fee and the tuition fee applicable for the following academic year.

Failure to commence the course does not release the student from the obligation to pay the full tuition fees.

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

Refund Processing

Approved refunds will be made by electronic bank transfer to the original payer, using the same payment details, within a maximum period of 15 calendar days from the date the cancellation request is received.

If complete bank details are not provided, the transfer cannot be processed.

Any bank charges or transfer fees associated with the refund will be borne by the student.

9) Enrollment Changes and Modifications Policy:

Enrollment modifications are permitted if:

- The student wishes to add an additional course; or
- Places are available in the newly requested course.

No refunds will be issued as a result of enrollment modifications.

Administrative Fee

An administrative fee will apply to all enrollment changes requested 30 days or less before the course start date.

- Changes before the course starts: Administrative fee of 5% of the amount of revenue not received by the school as a result of the change.
- Changes after the course has started: Administrative fee of 10% of the amount of revenue not received by the school as a result of the change.

Procedures

All requests for enrollment changes must be submitted in writing by email to:

info@academyofartbarcelona.com

Approval of any change is subject to course availability and compliance with the applicable requirements.

10) Course Cancellation by BAA:

BAA reserves the right to postpone or cancel an in-person course if there are insufficient enrollments or if, due to duly justified force majeure, the instructors are unable to attend.

In such cases, all payments received for the affected enrollment will be refunded in full. No additional compensation of any kind shall be payable.

BAA shall not be liable to students for events beyond its reasonable control, including but not limited to:

Strikes or industrial action; Staff illness; Severe weather conditions; Fire; Natural disasters; Invasion; Terrorist threats or attacks; Cyberattacks; War (declared or undeclared); Governmental or public authority restrictions; Legislative changes; Epidemics or pandemics; Failure of public utilities, transportation systems, or power supply.

Should any such circumstances arise, BAA reserves the right to make reasonable changes to its programs, services, and facilities and will take proportionate measures to minimize any adverse impact on students.

11) Missed Class Make-Up Policy:

Classes missed due to public holidays, unjustified absences, or any circumstances described above under force majeure will not be rescheduled.

Exceptionally, a student may request a make-up class if all of the following conditions are met:

The absence was due to a serious illness or accident, supported by an official medical certificate.

- The absence was reported by email to info@academyofartbarcelona.com before or on the day of the scheduled class.
- Places are available in another session of the same course during the same week.

Under no circumstances may missed classes be made up during another academic term.

BAA reserves the right to assess and approve each request on a case-by-case basis.

12) Intellectual and Industrial Property:

All content supplied by BAA is protected by intellectual and industrial property rights and is the exclusive property of BAA or of the respective rights holders.

The purchase of any product and/or service does not grant the purchaser any rights to modify, exploit, reproduce, distribute, or publicly communicate such content. All such rights are expressly reserved by BAA.

Any assignment or transfer of these rights requires the prior express written consent of the rights holder.

BAA has obtained the information and materials published on its website and learning platform from sources believed to be reliable. While reasonable measures have been taken to ensure the accuracy of such information, BAA cannot guarantee that it will always be accurate, complete, or up to date. Accordingly, such information should not be relied upon as if it were guaranteed to be so.

BAA expressly disclaims any liability for errors or omissions in the information contained on its website and learning platform.

By enrolling in a course and/or event, the student acknowledges and accepts all the terms and conditions set out in this policy.

In the event of any breach of these terms, legal proceedings may be initiated where appropriate.

BAA and the student, expressly waiving any other jurisdiction to which they may be entitled, submit to the exclusive jurisdiction of the Courts and Tribunals of Barcelona, Spain, for the resolution of any dispute arising from the interpretation or performance of these terms and conditions.