



BCNLIP- LANGUAGE SCHOOL

## **General Terms and Conditions of BCNLIP-LANGUAGE SCHOOL S.L. - BCN Lip Language School (School).**

**Registered address: C / Avinyó 50, 08002 Barcelona, Spain. NIF B66070772. Tel. +34 933186591 Fax +34 933014696, e-mail: [info@bcnlip.com](mailto:info@bcnlip.com), website: [www.bcnlip.com](http://www.bcnlip.com).**

### **I.- ACADEMIC SCHOOL YEAR AND CLASS SCHEDULE**

Each course/educational program has an attendance schedule and student services planner provided by the school. The school reserves the right to change the schedule according to its organizational needs.

General information about the school's calendar can be found on the school's website and in the student's handbook: for more detailed information please contact the school.

### **II.- TERMS OF ENROLMENT AND STUDIES.**

**These Terms and Conditions must be accepted before commencement of studies**

By signing the registration form and/or making a reservation payment or any other payment for any course or program, the student, as someone enrolling in a course or program, automatically accepts the following terms and conditions:

- a) The general terms and conditions subject to what was published on the website of the School at the time of contracting and commencing the course. The relevant information can be found in the section titled **General Conditions of Registration and Studies** on the School's website.
- b) Regarding specific conditions - the terms and conditions (**Specific Conditions**) are discussed individually with the student prior to the commencement of the course.

#### **1. The price of course/program includes:**

The inscription fee, the first textbook of the course, course material - consisting of information about the course/program, some cultural and social activities, Wi-Fi and Internet access at the school, access to the library within the school, general legal advice regarding the stay and studies, complimentary use of the "snack bar/cafe area" within the school, tutoring with teachers, certificate of attendance and level achieved (our courses do not involve obtaining a formal teaching qualification). Apart from the first book (manual) specified by the course, any other textbooks and/or materials of the following courses/levels are not included in the initial course fee.

In case if you don't pay the enrollment fee, the book is not included.



## BCNLIP- LANGUAGE SCHOOL

### **2. The course/program does not include:**

Residence and/or accommodation and subsistence costs (we may suggest our students alternatives and give general advice regarding these topics), commuting to/from the airport, travel insurance during their stay and some activities of the cultural program. Any materials, services or expenses that are not included may be found in point II.1 (please see above).

### **3. Booking and Payment.**

#### **3.1 Registration Form and Reservation.**

In cases where the student requires a permit or visa to remain in Spain, the courses/programs must be paid in complete before the course commences. In other cases, the student should consult the school regarding the conditions and payment for the course. To proceed to the pre-registration the student must send a properly completed registration form (which can be found on the school's website), by email to [info@bcnlip.com](mailto:info@bcnlip.com) , along with:

a) The receipt of the corresponding payment into the specified bank account. The amount should be confirmed by reception of the school. Payments may also be made in person at the school in cash (up to €2.500 in total according to rules of cash payments, which are subject to review by the relevant regulations). Alternatively, the fees may be paid by credit/debit card – please note that any resulting bank fees will be covered by the student.

You may find bank details for making the transfer of the deposit on the school's website, otherwise they may be sent to individual students/candidates via email. The school's website may provide different account details for the payments to be made – if in any doubt please contact the school's reception.

b) Copy of Passport / Registration Card / Residence permit / NIE / ID, all valid and within their expiry date.

#### **3.2 Confirmation and Registration.**

The school requires that the reservation fee or full payment of fees for the course/program be paid to the school's bank account along with the Registration Form (in the case of students requiring an entry visa to Spain to study, the fees must be paid in full along with the Registration Form). Afterwards, the school will review the registration form, check the deposit/booking/partial payment/full payment and confirm the course/reservation and pre-registration with the student.



## BCNLIP- LANGUAGE SCHOOL

Once pre-registration is confirmed by the school, such registration or pre-registration will be effective enrollment, provided that the student pays the full amount of the course/program no later than at least 15 days before course commences. The school reserves the right to cancel the student's enrollment, if the school does not receive the full payment for the course/program within the specified time, without further agreement. The potential students must understand that in cases where students require an entry visa to Spain in order to study, pre-registration does not guarantee a place until their request is accompanied by a consecutive full payment, for which they must provide a receipt as proof.

### **3.3 Other payment terms. Group Programs.**

Any questions or queries regarding payment in any other cases for particular programs or group classes may be clarified at the school.

### **4. Accommodation.**

Accommodation during the student's stay in Spain, whether sourced directly or indirectly through the School, will be subject to the specific terms and conditions of the accommodation provider, in terms of price, payment, reservations, cancellations, services, deposits, etc., with indemnity in all cases for the school. Subject to the specific conditions of each accommodation provider, the school facilitates and applies the following general conditions, which must be followed at all times:

a) The student will not be reimbursed for postponement or cancellation of accommodation once the stay has begun.

#### **4.1. – Cancellation**

In the case of cancellation of accommodation less than 30 days before the start of the stay period (initial agreed date of arrival in the accommodation or other date agreed on with the hosting service provider; for example in cases of delay in granting of visa the new arrival date must be communicated with at least 30 days notice to the hosting service provider), 60% of the monthly rent will be forfeited or, in the case of accommodation paid by the week, 60% of the weekly rent.

In case of your VISA being denied, the school will retain the cost related to the preparation of documents and accommodation booking.

The amount will be returned during the period of 30 calendar days.

#### **4.2. – Postponement**

If the student requests a change of arrival date, this is subject to the availability of the accommodation at the given time. If the change is an inconvenience to the hosting service provider, 20% to 40% of the proportional share will be retained, depending on the extent of the inconvenience experienced by the provider.



## BCNLIP- LANGUAGE SCHOOL

If the student requests a change of arrival date without a valid reason, 20% of the reservation fee will be forfeit. These changes can be implemented on request subject to the availability of the accommodation at that time. If this implies additional costs, the student will be informed and must cover said costs before the change is effected. However, the school is not responsible for organizing accommodation for the student in the case of postponement to fit the new dates.

All changes regarding accommodation must be cleared and agreed on with the permission of the hosting service provider. The student has to accept and abide by the rules of the accommodation (established by the family, hotel, apartment, etc). If the student fails to do so, they may be asked to leave the accommodation.

4.3. – None of the provided apartments are intended for tourist use.

### **5. Reimbursement of payments. Future course attendance.**

5.1 The school does not refund any reservation/deposit payments or partial or full fees of a course/program, except in cases when the course/program doesn't start or is unable to continue due to an internal organization problem, for which the school takes full responsibility. Exceptions may also apply in cases when the school does not accept pre-registration. In cases of these two specific scenarios the student may get a refund for their course/program.

Otherwise, if the student decides not to proceed with his/her course for whatever reason, or fails to obtain a visa to travel to Spain, the school does not refund any payments received for the course/program, notwithstanding any separate agreements that the school and the student may have mutually agreed on earlier in a separate document or in any other verbal agreement. In the event of a visa being refused without a just cause, when the potential student has carried out all the paperwork and submitted all the necessary documentation in a timely manner for processing the visa application, the school will reimburse the amount received from the potential student for the course/program. This does not include the registration fee and incurred administrative/financial expenses, which are not refundable.

5.2 In the case of cancellation of the course or program for some reason beyond the school's control, the school may offer student a space in a class in the future. Alternatively, another student may fill the place on the course; replacing the person who initially enrolled in the course (this person must be introduced to the school beforehand and can't be one of our students). Please note that in these cases the course/program must always be attended within the following twelve months, counting from the date of initial pre-registration of the initial student. In case of an increase in the price of the course/program (according to the general tariffs of the school) the student may be asked to pay the difference between the old rate and the new. If the student decides to take another course or a different program, either the student or the person appointed by them in their stead, must pay the difference before the course/program commences in order to take part in it.



## BCNLIP- LANGUAGE SCHOOL

5.3 The school will not make refunds in cases where the student begins, but does not complete the course: the student's personal circumstances are their own responsibility. The school will not exchange the group classes for private/individual classes and will not return any amount paid in case of a reduction in the duration of the classes, nor in the cases further provided for in paragraph 7. \*Please see below.

### **6. Attendance of courses/programs. Minimum age. Cooperation. No liability regarding non-attendance - initially or during the course.**

6.1. The school will place the student in a group according to their level and the hours suitable for them, which is decided during pre-registration. Any change of level and/or class timetable must be approved by the Head of Studies of the School and is subject to availability. The school reserves the right to change the schedule and location of classes, according to organizational needs and necessities of the study group.

6.2. The minimum age for students is 16 years, except in our special junior programs. Students under 18 must present an authorization signed by their parents. The school is not responsible for the custody of underage students, or providing any assistance during their stay in Spain.

6.3. Our school does not tolerate verbal or physical violence or disrespect towards other students, faculty or staff inside or outside the school. Personal choices and freedoms including ideology, religion, gender or sexual orientation must be respected at all times. If any student fails to follow these principles the school retains the right to expel the student. If any student is expelled for the above reason, the school is not obliged to issue a refund for any course/program the student hasn't completed.

6.4. In cases where the student does not attend classes on a regular basis, the lack of attendance by the student entitles the school not to issue the certificate at the end of the course/program. This is considered to be the fault of the student; therefore, any financial loss resulting from this is not refundable according to school's refund policy. In order to obtain the certificate of achievement, students are required to physically attend at least 70% of classes and pass the final language test for the language they study. The hours for the classes that the student failed to attend will not be reimbursed or substituted in cases where the student decides to continue his/her studies with the school.

6.5. If the student was absent and did not attend the school and his/her scheduled courses/programs for any cause not concerning the school, without giving at least 8 working business hour notice, the student's class hours may not be substituted. The hours missed without prior notification may only be recovered if student was absent for a valid reason, such as a serious health problem etc. Students who come to school in order to obtain a residence permit in Spain will not get reimbursed for any classes they failed to attend.

### **7. Course/School program cancellation due to insufficient number of students.**



## BCNLIP- LANGUAGE SCHOOL

The number of students per class is agreed on and set in pre-registration. Generally, a class consists of at least 4 students. There may be changes in the case of not reaching the minimum number of students required per class/group. Whether this occurs before the commencement of a course or during its continuation, the school may offer to place the student in a smaller group or individual lessons. This is the only instance when the duration of classes may be reduced and/or altered. In all other cases, the school has a strong policy regarding not exchanging group classes for private classes.

### **8. Airport pick up service.**

The school offers a direct pick-up service from the airport, and also avails of an external transport provider. The transport fee applies to a one-way trip (to/from the airport to/from the accommodation or the school), and they are per person. Flight information (departure city, date and flight number) must be confirmed at least one week before arrival/departure.

Any changes must be communicated to the school immediately, so the school may contact the transfer service provider in time. The school will not be responsible for the service provider not picking the person up if there was not sufficient notification regarding any changes. If changes take place outside of our school's office hours, the student must contact the person responsible for the transport service directly. Contact details, including the phone number, of the person responsible for the transport service are always provided in advance. If the student fails to follow the above indications, the school accepts no responsibility for collecting anyone at the airport and will not refund any amount paid for the transfer to the external service provider. Pick-up on non-working days such as weekends and bank holidays (including Saturdays) may have an additional charge. The same applies with regards to their return trip.

The person responsible for transportation will wait up to 60 minutes after the estimated time of arrival at the airport. If student does not show up or contact them, the transport service will be cancelled, while student is still responsible for covering service's expenses. The same applies with regards to their return trip.

### **9. Insurance**

All students are covered by a policy of liability insurance whilst on the school premises. School is not responsible for accidents that take place outside school's premises e.g. at the student's accommodation, while on excursions and elsewhere. The school is not accountable for theft or loss of personal property, within school's facilities as well as outside the premises. The school does not take responsibility for risk of contaminating diseases, both inside and outside the school. All we may suggest is washing your hands and keeping them clean at all times. We recommend that our students take out an insurance policy that covers accidents and health care in country of their origin, valid for the entire duration of the student's stay in Spain.



## BCNLIP- LANGUAGE SCHOOL

### **10. Visas & certificate of registration at the school for visa application.**

Students who are EU nationals or residents in the Schengen zone of the EU (European Union) do not need any visa to attend the courses. Non-EU nationals or residents of countries outside the Schengen zone must obtain information regarding the necessary visa to study in Spain. This information is available at the Spanish embassy or consulate in their country of residence.

If the student should require a letter of confirmation from the school to apply for their visa this may be done with the following conditions. First of all – a full payment for the course/program and accommodation must be paid in full, before the school may provide the requested documentation. Payment to the school may be executed through a bank transfer, credit card payment or any other form which can be validated and received by the school in due time when it is required.

### **11. General.**

11.1. Claim forms. The school has an official model of claim forms available to students or their legal representatives on our website.

11.2. Personal data. The processing and storage of personal data of our students by the school is in compliance with current regulations & legislation regarding the Data Protection Act. Protection of personal data is insured through a file of confidential personal data, in compliance with the '15/199 Protection of Personal Data and Regulations' law. By the act of signing this document the student authorizes and empowers school to do the following:

a) Keep your personal information on file in the school's register for administrative and academic management purposes. The school needs the following information for organization and development of the activities of the school. Transferring any data to third parties may only happen in situations regarding the school's management, administration, commercial, financial and tax training. Please note that the student hereby authorizes the transfer and communication of their data to public and private organizations cooperating with the school.

b) Publish catalogues of the school & advertising/video/intranet/social networking sites/internet/different graphic and audiovisual material, showing school activities in which the student may appear. The images will not be used for purposes other than



## BCNLIP- LANGUAGE SCHOOL

those expressed above, images or content will not be shared with third parties, unless authorized by the school.

c) Students may exercise their legal rights, rights of access, rectification and cancellation, by sending a letter to the school's Academic Secretary addressing the letter as following: For the Attention Of: Academic Secretary, Calle Avinyó 50, 08002 Barcelona, Spain, or via e-mail to [info@bcnlip.com](mailto:info@bcnlip.com)

### 11.3. Applicable law. Jurisdiction.

Spanish law applies to any and all interactions between the student and the school including contracting of services. Local laws apply to any disputes arising from relations between the student and the school and/or when contracting any services with the school's assistance. Interpretation and enforcement of the law regarding all parties involved is under the jurisdiction of the Courts of Barcelona. We strictly abide by local (Spanish) laws and fall under their jurisdiction.

### 11.4. Validity and coverage of these terms and conditions.

These terms and conditions apply along with specific conditions set out in the program/course provided to the student. The General Conditions outlined in this document, in addition to the specific Terms and Conditions pertaining to the particular course, is according to the agreement governing the relationship between the school and the student.

These terms shall apply to any contract regarding any course the student takes part in, from the date of their publication on the school's website, while there is no modification and any change is published on the school's website, notwithstanding specific conditions of every course, or specific agreements between the school and the student in any given case.

When or if these terms are changed, they will be updated and published on our school's website, the time of these changes taking effect being said publication on the school's website.

11.5. Both current and prospective students as well as the general public have access to information regarding courses and programs and other academic and administrative resources on the school's website - [www.bcnlip.com](http://www.bcnlip.com). In any case, registration payment or deposit of any other amount to school's account regarding a course/program implies without any further requirements that the student (payer) accepts the general terms outlined in this document and agrees to the conditions of contract presented by the school.



## BCNLIP- LANGUAGE SCHOOL

11.6. These General Conditions and their subsequent updates are regularly filed away at the Commercial Registry (Registro Mercantil), which is kept at the registered office of the school.

Last updated in Barcelona on 15th of December 2015.