



## 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.

Students can consult the panel with the timetables on the school's website ([www.bcnlip.com](http://www.bcnlip.com)) and on the screens at the entrance of each center. The panels show the number assigned to each group, in addition to the schedule and its corresponding center and classroom.

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 (which will be given to the student according to his/her fitting level), 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.



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

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

Residence and/or accommodation and subsistence costs (we may suggest our student's 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 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.

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 within a specified time. The school reserves the right to cancel the student's enrollment, if the



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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 30-90 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.

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



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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 under any circumstances, 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, 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. The reimbursement will be made within 30-90 natural days.

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.

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.

5.4 The school may decide to cancel a course for lack of students (minimum 6 students per course), for lack of attendance (less than 30% across the total of students), or for organizational issues. It is not considered to be a "cancellation" when one group is merged with another, or the teacher is changed; this is because in both of these cases the course would continue.

### **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



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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.

6.6. Important: In-Person Attendance & the School's Operation and Work System :

Students who have obtained administrative permission to stay in Spain by means of a student visa, regardless of whether this has been obtained in Spain or abroad, are subject to the school's schedule and availability, given that their primary motive for being in Spain is that on an IN-PERSON study course in BCNLIP.

The school is committed to taking care of students' individual needs, however cannot guarantee 100% availability of dates and schedules solicited by each student. BCNLIP organizes its operation and work system based on professional criteria and the needs of its students as a whole.

6.7. Course Places both In-Person and Online. Attendance Certificates and Switching from Online to In-Person Learning:



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a) Students without visa/administrative permission to stay in Spain:

If you have signed up to an in-person course where places are in high-demand and you only attend 20% of the course in a month, the school may change your status to on-line at their own discretion. You will be given a corresponding discount valid for the following month.

b) Estudiante con visado/permiso administrativo de estancia en España Students with visa/administrative permission to stay in Spain:

Students with visa or administrative permission to stay in Spain can only attend courses in-person. This is because the reason for their visa or permission for residence relies solely on their course attendance in-person.

Online classes are only permissible in the case that a quarantine is imposed on the general population, illness justified with the necessary documentation, or in the case that the student is required to move to another city during their course, this must be supported with a justified cause. If you only attend 20% of classes during the course of a month, the school will ask you for necessary justification under the criteria we have set-out. In the case that in-person classes are running in high demand, your place at the school may be given to another student on the waiting list so they may attend the course in your place.

c) In-person attendance certificates, especially for visa renewal:

Due to legal and administrative requirements, the school can only issue a certificate of attendance to students who have regularly attended class in-person throughout the total length of their course.

d) Switching from online to in-person classes:

If you are signed up to an online course and wish to switch to an in-person course you may make a request to the school. The school will make its decision based on the amount of places available and the number of requests that have already been processed- your request will subsequently be accepted or denied.

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

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.

Merging groups or changing the teacher is not considered cancellation of the course as in both cases the course continues.



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### 7.1. Cancellation Policy:

Regarding courses where a visa is not previously required, cancellations and modifications must be made before starting the course. Your course end date is calculated based on any cancellations that have previously been agreed with the school. Besides specific agreements with the school, generally speaking, we do not accept changes or cancellations to attendance dates and timetables made during the course- for this reason the course end date is immovable.

If you have been unable to attend a class without having canceled in advance, the school gives Spanish and Catalan students to make up for those hours on Fridays- you must contact the school to be included on the waiting list for catch-up classes. Check levels and timetables here:

With regards to all other languages, should the class be canceled by the whole group, it might be possible to reorganize the class at another date and time at the discretion of the school.

### 7.2. Timetable/Group/Teacher Changes:

Should you wish to change your timetable, group and/or teacher, you must bear the following in mind:

#### a) Choosing a Teacher:

You may request a specific member of our teaching staff as long as there are places available at the corresponding academic level and that this does not affect the amount of students required so that we can be sure the class is still open to other students. BCNLIP reserves the right to change your teacher at any point in the duration of the course should BCNLIP consider this to be the best option.

Any student wishing to choose a teacher, in agreement with the above, must put in their request with at least 1 month's notice. The school will then consider said request and make a decision.

#### b) Changing Group Within the Same Course:

Students may request a change of group within the same course as long as the reason is deemed justified and as long as there are places available. This must not affect the number of students required to make sure the class remains open to other students.

Any student wishing to change groups, in agreement with the above, must put in their request with at least 1 month's notice. The school will then consider said request and make a decision.

7.3. Switching to a Lower Level- Students may be subject to being moved down a level should one of the following situations arise: a) The student has missed 8 classes consecutively, counting



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for 15% of the course. b) The student has failed a level test. c) The student has attended less than 40% of classes. The teacher reserves the right to assess the level of any student at any stage in the course without needing a test. If the student's level is assessed as insufficient, the student will be assigned to a group studying at a lower level.

### **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.

### **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.



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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.

10.1. Course start dates, changes in dates for students with visa or equivalent administrative permission to stay in Spain (General conditions and student manual)

a) If your visa was processed in your country of origin:

1. You may change your dates as many times as you need (before starting your course) as long as you have digital documents to show that you have made a reservation and signed up to the course.

2. Should you need to change your course dates and receive the original documentation for your reservation (always before starting the course) the cost of sending these documents is usually around €150.

3. Once you have started your course you will no longer be able to change dates and timetables without the school's permission,

4. Regardless if your visa request is accepted or denied, you must inform us of your visa situation and arrival date 2 full weeks in advance. If you have not received any written confirmation regarding your visa two full weeks before your course, the school cannot guarantee your place in the class and you must wait for the next course to start. You may, however, begin the course online whilst waiting for a place to open up the following month.

5. All beginners courses start at the beginning of the month. From the two week mark, we recommend that you wait for the following month to begin a course from scratch. These two weeks will not be discounted at the end of the course.

b) What to do if your administrative permission to stay in Spain was processed directly in Spain:

1. The start date of your course cannot be different from that specified in your enrollment sheet. If you are still waiting on administrative resolution of your residence in Spain, you have three options:

a. Start your course online. If your student residency is not resolved definitively causing you to abandon the course, you will be refunded 75% of the classes you have taken.



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- b. Start your course in-person. If your student residency is not resolved definitively causing you to abandon the course, you will be refunded 100% of the classes you have taken.
- c. If your student residence application is rejected causing you to leave the country, you will be refunded the entirety of the course. However; if your residence application is accepted, the equivalent sum for the time you have waited will not be refunded.

### **11. Policy for the obtaining of the Course Certificate (Completion Certificate):**

At the end of your course, you can ask us for a Course Completion Certificate and a Certificate of Acquired Level. For this, it is necessary to make an appointment with the school administration at the following email: [info@bcnlip.com](mailto:info@bcnlip.com)

The Course Completion Certificate will be given only if you have fulfilled the following requirements:

- Passed a level test for the enrolled course
- Attended classes

Notwithstanding the above, should you be unable to attend class in person as a result of a force majeure taking place posterior to your course start date, and/or if and when attendance is not possible on a one- off basis for sufficient and just reasons, the school, so as to issue a certificate of achievement and attendance to the course, will take into consideration the personal circumstances and academic achievement of the student in question on a case by case basis.

We remind you that our certificate is not officially recognized by the Ministry of Spain. Should you require official certification, we recommend that you take the DELE certificate.

Certificates are issued based on academic testing throughout the course. If you have not been able to complete an exam for your course, you must arrange an appointment to complete the exam on a Friday from 9.30-11.30, you will be issued a certificate a week later. The school will hold on to your certificate for a month, from that point onwards you will be asked to pay 20€ to receive a copy of the original certificate.

### **12. General.**

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

12.2. 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:



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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 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)

### 12.3. 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.

### 12.4 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.

12.5 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



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requirements that the student (payer) accepts the general terms outlined in this document and agrees to the conditions of contract presented by the school.

12.6 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 September 19<sup>th</sup> 2022.