

Academic year 2021-2022

TERMS AND CONDITIONS¹

1. Commitment Deposit – Preregistration

- 1.1 Tuition fees are reviewed annually. All payments made to the ESDi must be made in euros (€). The student is responsible for ensuring that the correct euro amount is paid on the due date for payment. Any currency conversion costs or other charges incurred in making a payment must be borne by payer.
- 1.2 Students wishing to study a programme at ESDi must obtain a place through the preregistration process. Students are required to pay a commitment deposit prior to registering. The commitment deposit is applied as a payment toward tuition fees. The commitment deposit is deducted from the total amount of the tuition fees. It is advised to students to pay the commitment fee as soon as possible since the preregistration will be confirmed only after the deposit fee is transferred to ESDi account. Once the commitment deposit payment has been completed, ESDi shall reserve the applicant's place and ensure it is not given to anyone else.
- 1.3 Deposit refunds can only be made in the following circumstances:
- 1.3.1 The commitment deposit will only be refunded if the student fails to meet the entry requirements and any of the other legally binding academic requirements concerning access to ESDi or the specific ones established by ESDi for each programme.
- 1.3.2 If your Spain student Visa application is refused or rejected, except where refusal is result of a fraudulent visa application, insufficient funds or supply of incorrect documents. The student must provide the corresponding documents that prove that the student cannot enter the Spanish territory.
- 1.3.3 If a student interrupts before the start of the academic year, in the case of exceptional circumstances, such as serious illnesses, justified by an official medical certificate, which will indicate the initial date of the illness, the expected period of convalescence, and the impossibility to attend the academic course. Relevant proof or documents must be submitted to substantiate the grounds.

2. Immigration

- 2.1 Matriculation is the administrative procedure through which a student requests to receive the academic services provided for in the curriculum of a programme over a given period.
- 2.2 If a student is a national of a country outside the European Union, European Economic Area or Switzerland and subject to Spanish immigration control, the student will need to demonstrate, at the point of Matriculation, except for blended programmes, that s/he has a valid immigration status to undertake the proposed programme of study.
- 2.3 The student's visa will be revoked if the student's matriculation is terminated for any reason and the student may not be entitled to a refund of any programme fees already paid.

¹ This document is a translation of the original Spanish version of the 2021–2022 Terms and Conditions. The Spanish version mentioned before is the only legally valid document for the purposes of regulation and enforcement.

3. Cancellation or postponements

3.1 ESDi reserves the right to cancel or postpone any programme due to unforeseen circumstances, with a notice period of five weeks before the start of the course. In the event that a programme is cancelled and the fee has been paid, ESDi will refund the net programme fee received, without any additional compensation. In the event that a programme is rescheduled and the fee has been paid, ESDi will refund the net programme fee received, without any additional compensation, if requested.

4. Changing your programme

4.1 If a student regrets choosing the programme chosen and wish to try a different programme of study within ESDi, it is required the previous authorization by ESDi, and to meet the deadlines to request a change of programme. A change of programme can involve administrative costs.

5. Discounts

- The discount on the total price cannot exceed 25% of the original price.
- Scholarships are not awarded in conjunction with other scholarships.
- Discounts will only be cumulative when one of them is the prompt payment discount.
- No discount will be applied by ESDi, if they have not been previously requested by the student and if they have not been recognized by ESDi.
- ESDi will not apply automatically any discount. The student needs to apply.
- The discount must be claimed at the point of enrolment. Claims cannot be made retrospectively.
- Final decisions on eligibility will be determined by ESDi.

6. Defaults on a payment

6.1 Students are required to pay their tuition fees in full or to pay in instalments. Where any Fees due from a Student remain unpaid, ESDi will withdraw a student's IT and Library access. ESDi will prevent a student from progressing to the next academic year. In respect of the Course to which the outstanding tuition fee relates, delay in giving the Student any award or qualification, which would otherwise have been made until all outstanding amounts have been paid. In addition, in respect of the Course to which the outstanding tuition fee relates, the student loses the right of examination and transfers to other institutions will not be actioned until all outstanding amounts have been paid. Students who have failed to pay any tuition fee due by the due date will not be eligible to fully enrol or re-enrol. Students and their guests will not be permitted to attend any award ceremony while they are in debt to the University. ESDi will not normally accept a student onto a new program of study while they have a debt with the

University. In addition, ESDi reserves the right to deny access to those services, facilities or activities covered by any Fees while those Fees remain overdue for payment. ESDi shall be entitled to take legal action to recover the debt, disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations, and record you as a debtor of the University in any references requested from the University.

7. Cancellation and Withdrawal

- 7.1 Students wishing to leave the program should notify their decision to ESDi in writing. If a student wishes to withdraw or interrupt studies it is the student's responsibility to contact ESDi, and complete the appropriate form. Simply stopping or suspending attendance at classes or use of services is not a valid means of withdrawing from or interrupting a course of study and does not reduce the student's liability to pay fees in full. Tuition fees are not refundable, and any outstanding fees are to be paid, even if the student decides to resign. Any outstanding fees are to be paid before enrolment ceases.
- 7.2 There will be no refund of programme fees if notification for withdrawal is received after matriculation.
- 7.3 In the case of exceptional circumstances, such as serious illnesses, hospitalization or acute personal difficulties, that prevent the student from starting the academic course or after one month of the programme commencement, ESDi will retain the net programme fee received and allocate it to the tuition fees in the following year. Any payments made will be held on account for when the student returns from the exceptional circumstances. Students are required to demonstrate, with supporting evidence, extenuating personal which prohibit them from attending, in the form of an original medical certificate. The student is required to justify by an official medical certificate, which will indicate the initial date of the illness, the expected period of convalescence, and the impossibility to attend the academic course. Relevant proof or documents must be submitted to substantiate the grounds. Documentation or supporting evidence found to be falsified results in not admitting these alleged circumstances as valid proof. If the student wishes to begin their studies the following academic year, the student will assume the price difference between the tuition fees from the actual matriculation and the tuition fees of the following academic year. A visa application refusal will not be considered an extenuating circumstance.
- 7.4 If a student does not attend classes nor do the exams, ESDi will send an email to ask confirmation of the resignation. If no answer is received after 1 month, s/he will be considered as a dropout student. If a student fails to respond to repeated reminders relating to outstanding tuition fee payments, or to requests for evidence related to immigration of qualifications, ESDi may suspend their registration temporarily pending completion of the required action by the student.
- 7.5 It is the student's responsibility to ensure that they have the correct visa type and appropriate leave to remain in Spain. In the event that ESDi find that a student does not have appropriate leave to remain, ESDi will terminate the matriculation immediately. In this case, tuition fees are non-refundable and it is required to pay the tuition fees in full.

8. Graduation requirements

8.1 To graduate students must:

8.1.1 Have no outstanding payments due to ESDi

8.1.2 Have accumulated the total number of credits specified in the Academic Guide.

9. Events outside of our control

9.1 ESDi shall not be liable to students for events outside ESDi's control which ESDi could not have foreseen or prevented, even if ESDi had taken reasonable care. Such events include, but are not limited to: strikes; other industrial action; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems.

9.2 Should any such circumstances arise, ESDi reserve the right to make changes to programmes and ESDi services and facilities. We will take reasonable and proportionate steps to mitigate any adverse impact on students.

ESDi reserves the right to change contents, location, schedule and dates of any programme before the starting date. Matriculation will be considered formalized once the commitment fee and the enrolment fee on ESDi's account have been made, understanding the payment as an acceptance and signature of the ESDi's terms and norms and of the matriculation of the corresponding programme.

The amount to be paid by the student for matriculation at ESDi and EATM is final and cannot be changed under any circumstances. It is the responsibility and obligation of the student to pay in full the tuition fees within the deadlines agreed upon matriculation.