



CANCELLATIONS AND REFUNDS POLICY

PURPOSE STATEMENT

Comercial Escolà S.L., as a WSET Approved Programme Provider, is committed to providing assurance to its students and/or contestants, customers and other stakeholders by assuring at all times that its courses will be delivered, quality training assessment and support services provided and students and/or contestants' fees protected. Comercial Escolà S.L. believes that no student and/or contestant should be financially disadvantaged and is therefore committed to working within a fair, equitable and transparent framework in regards to giving refunds of payments where appropriate for all courses offered by Comercial Escolà S.L.

Comercial Escolà S.L. will, at all times, operate in full compliance with all legislative and regulatory requirement in regards to the provision of information about fees (which includes protection and refunds) to customers, students and contestants.

SCOPE

- This policy applies to all Comercial Escolà S.L.'s activities, as a WSET approved programme provider (hereinafter also referred to as the APP).
- This policy applies to all students, either enrolling or re-enrolling in courses/ qualifications at Comercial Escolà S.L. and Comercial Escolà S.L. staff, as well as to contestants applying to the Spirit Essence 2022 Competition.

For the purpose of this policy, Coronavirus (COVID-19) nor any of its variants will be considered as a force majeure event.



POLICY STATEMENT

- Students, prospective students and contestants have access to transparent information about Comercial Escolà S.L.'s fee refund policy and the circumstances in which refunds are paid, in whole or in part, on tuition, course fees and/or competition fees already paid
- That Comercial Escolà S.L. staff properly apply the policy and procedures for refunds of tuition, course and competition fees to students and contestants so that all are treated fairly with integrity when applying for refunds.

POLICY

Comercial Escolà S.L. will not consider any application completed until payment of 350€ from each individual student and/or contestant is duly registered prior to the commencement of a course/competition.

In circumstances where Comercial Escolà S.L. is unable to complete or commence delivery of training (Comercial Escolà S.L. default) or where the student and/or contestant decides to withdraw from, or cancel their training enrolment/competition application, or is withdrawn/cancelled by the APP Main Contact (student default) a refund for tuition/competition fees already paid may be refunded, in whole or in part, to the student and/or contestant. Refunds, if applicable, are to be paid within 30 days of the receipt of an application and relevant documentation is to be recorded on the student's and/or contestant's file.

Comercial Escolà S.L. default – refunds where Comercial Escolà S.L. cannot complete delivery of a course

In the unlikely event that Comercial Escolà S.L. is unable to deliver a course in full, the student and/or contestant will be offered a refund of the undelivered training hours for which fees have been paid. Alternatively, the student and/or contestant may be offered enrolment in an alternative course by Comercial Escolà S.L. (if eligible). The student will have the right to choose whether they would prefer a refund of residual tuition fees or accept a place in another course.



In the case of the Spirit Essence 2022 competition, the Spirit Essence organisation team will implement applicable format changes to make the competition viable, in order not to fail to fulfil this policy's engagements. In the very worst-case scenario, where the competition cannot be run by any means, due to legal, regulation, health or security matters, the contestant will be offered a full refund competition fees.

Comercial Escolà S.L. default – refunds where Comercial Escolà S.L. cancels a course

Where Comercial Escolà S.L. cancels a course/competition the student and/or contestant is entitled to a full refund of any tuition/competition fees paid prior to the date of cancellation.

Student and/or contestant default – where a student and/or contestant withdraws or is withdrawn from a course or cancels their enrolment

Where a student and/or contestant withdraws, is withdrawn or cancelled from a course/competition, Comercial Escolà S.L.'s withdrawal/cancellation form must be completed by the student and/or contestant (or by the Comercial Escolà S.L. Main Contact if the student is not able to be contacted) along with Comercial Escolà S.L.'s refund application form.

Refund applications must be completed and either sent or delivered in person to the APP Main Contact for approval. Refunds will be made within 30 days of receipt of application and will include a statement explaining how the refund was calculated.

Student and/or contestant default – withdrawal by a student and/or contestant more than 15 days prior to course/competition commencement

Students and/or contestants will be entitled to a 75% refund of their tuition/competition fees (upon return to Comercial Escolà S.L. of any resources supplied for the course) if they withdraw from the course/competition with more than 15 days prior to the course/competition commencement.

Student and/or contestant default – withdrawal by a student and/or contestant within 7 days of course/competition commencement



Students and/or contestants who withdraw from a course/competition within 7 days of a course commencing will be granted a refund of 50% of the charged tuition/competition fee.

Student and/or contestant default – withdrawal by a student and/or contestant 7 days or more after course/competition commencement

Students and/or contestant who withdraw from a course/competition 7 days or more after the course/competition commences will not receive a refund of their tuition fees.

Contestant default – withdrawal by a contestant for force majeure reasons at any time

For the purpose of this policy, Coronavirus (COVID-19) nor any of its variants will be considered as a force majeure event. In the case of the Spirit Essence 2022 Competition, force majeure reasons exclusively include:

- Health issues duly justified
- Personal reasons (relocation, justified family events)

Contestants who withdraw from the Spirit Essence 2022 Competition at any time will/will not receive a refund of their competition fees, after reception and registration of the Comercial Escolà S.L.'s refund application form and exhaustive review of evidence.

Other refunds

Other refunds may also occur when:

- The student and/or contestant has overpaid the set tuition, enrolment, or competition fee. In that case, the difference will be refunded
- When the student and/or contestant has paid the full fee and then provides evidence of a health care card valid at the time of course/competition commencement within 5 working days of the course/competition commencement, the difference will be refunded.



Comercial Escolà S.L. reserves the right to grant refunds in other circumstances as it sees fit. Such decisions are only to be made by the Financial Director and the APP Main Contact.

Should the APP consider a student and/or contestant is taking advantage of the refunds policy, for example, if they have consumed a significant part of the course content for which the refund is requested, or if a refund has already been requested, Comercial Escolà S.L. reserves the right to refuse the refund, restrict future refund requests, prohibit access to the student and/or contestant's account and/or restrict future use of its services. If Comercial Escolà S.L. prohibits access to a student and/or contestant's account or if access to course content is disabled due to continuous breach of this Cancellations and Refunds Policy, the student and/or contestant will not be entitled to a refund.

APPEALS

Refund applicants dissatisfied with Comercial Escolà S.L.'s decision in relation to their refund request may choose to lodge an appeal under Comercial Escolà S.L.'s Complaints and Appeals Policy. This policy and form are available upon request from Comercial Escolà S.L. administration and on the Comercial Escolà S.L. website.

DEFINITIONS

Item 1 – Comercial Escolà S.L. default

Comercial Escolà S.L. default occurs when:

- The course/competition does not begin on the agreed commencement date
- The course/competition ceases to be provided at any time after it commences but before it is completed or



- The course/competition is not provided in full to a student and/or contestant because a sanction has been imposed by WSET on the APP.

Item 2 – Enrolment

The recording of a student's qualification(s)/programme(s) and unit(s) of study for a specified enrolment period/specific competition edition.

Item 3 – Tuition/Competition fee

A fee paid by the student and/or contestant prior to commencement of a course/competition to cover administrative costs in establishing a student and/or contestant record, training plan and other costs.

Item 4 – Student and/or contestant

An individual enrolled with Comercial Escolà S.L. who is receiving, responding to and processing information in order to acquire and develop competence and/or participate in the Spirit Essence Competition. This incorporates the processes of preparing and presenting for assessment.

Item 5 – Student and/or contestant default

Student and/or contestant default occurs when Comercial Escolà S.L. refuses to provide or continue a course/competition to a student and/or enrol a contestant due to one of the following:

- A student not commencing a course on the agreed start date
- A student and/or contestant cancelling or withdrawing their enrolment in a course/competition (this includes an abandonment of the course/competition before its completion)
- A student and/or contestant failing to pay an amount he or she was liable to pay to Comercial Escolà S.L., directly or indirectly, in order to undertake a course and/or enrol in a Spirit Essence competition.
- A serious breach of the Code of Conduct by a student and/or contestant.



Item 6 – WSET APP

Comercial Escolà S.L. is an Approved Programme Provider meaning Comercial Escolà S.L. can deliver training nationally, though not exclusively.

Item 7 – Cancellation

Cancellation of studies and/or participation in a competition occurs when a student and/or contestant has left the programme/competition providing formal notification or if the APP Main Contact has identified that the student and/or contestant is no longer fit for study/participate, due to absenteeism or a serious breach of the Code of Conduct.

PROCEDURAL STEPS

Student and/or contestant decides to withdraw from training course/competition

1. The APP Main Contact advises the student and/or contestant that they must complete a withdrawal/cancellation form.
2. The APP Main Contact provides the student and/or contestant with a refund application form.
3. Once the withdrawal/cancellation form is completed, the student and/or contestant is to be provided with a refund application form. The APP Main Contact should refer the student and/or contestant to the refund policy and if necessary provide a copy for their reference.
4. The APP Main Contact advises Comercial Escolà S.L. finance department of student and/or contestant withdrawal
5. The APP Main Contact advises Comercial Escolà S.L. finance department of a student and/or contestant withdrawal so that any outstanding invoices can be followed up and any future instalments withdrawn.



Student and/or contestant completes refund application form and submits it

6. Student and/or contestant must complete and sign the refund application form and submit it to the APP Main Contact.
7. The APP Main Contact assesses the application for refund and makes the final decision. The APP Main Contact notifies Comercial Escolà S.L. finance department of any refund payable to be paid within 30 days.

APP Main Contact – Comercial Escolà S.L. advises the student and/or contestant of the outcomes

The APP Main Contact provides written advice to the student and/or contestant on the outcome of their application including a statement on how any refund was calculated. A copy of the letter will be filed in the student's/contestant's file. If the application is unsuccessful, the APP Main Contact is to provide advice to the student and/or contestant of Comercial Escolà S.L.'s Complaints and Appeals Policy and a copy of the complaint form.

The student and/or contestant receives a refund in whole or in part

The refund to the student and/or contestant is to be paid by the Comercial Escolà S.L. finance department within 30 days of receipt of the refund application. It is to be paid into the account nominated by the student and/or contestant.

The student and/or contestant is not satisfied with the decision

The student and/or contestant can appeal the decision using the procedure outlined in Comercial Escolà S.L.'s Complaints and Appeals Policy form. Any further determination is subject to this process.

The student and/or contestant is issued a qualification

The APP Main Contact shall audit the student's and/or contestant's file and determine if the student and/or contestant has satisfactorily achieved competency for any of the units that they have enrolled in. A qualification will be issued representing what the student and/or contestant has achieved up to point of



withdrawal from the course/competition. Copy of the qualification is to be placed on the student's and/or contestant's file.

Student and/or contestant records will be updated

The following student and/or contestant records will be updated by:

- Filing the student's and/or contestant's withdrawal/cancellation form and refund application form in the student's and/or contestant's file
- Amending the student's and/or contestant's status in the student management system in terms of competencies that are Satisfactory/Not Satisfactory and amend their status to "withdrawn" in the student management system
- Amending the training plan to reflect withdrawal from the course by entering "W" against the competencies that will not be completed after withdrawal

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Where a student and/or contestant withdraws, is withdrawn or cancelled from a course/competition, Comercial Escolà S.L.'s withdrawal/cancellation or suspension form must be completed by the student and/or contestant (or by the Comercial Escolà S.L. Main Contact if the student and/or contestant is not able to be contacted) along with Comercial Escolà S.L.'s refund application form. Refund applications must be completed and either sent or delivered in person to Comercial Escolà S.L.'s corporate address.

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