

GENERAL REGULATIONS BA HONOURS (3 YEAR COURSE)

The Escola Superior de Disseny IED Barcelona (hereinafter referred to as IED) has composed the following General Regulations, which define students' rights and obligations, and by signing this document the student declares that he/she accepts the conditions hereby established in full and agrees to its compliance.

SECTION I. Scope and application of the general regulations

1. Purpose of the regulation

This Regulation states the basic rights and obligations of students of the BA (Honours) courses of IED Barcelona, according to the legislation in force and the internal standards of the centre.

2. Scope of application

For the purposes of these Regulations, students of the BA (Honours) courses of IED Barcelona are understood as all those who are enrolled and undertake programmes leading to the award of a diploma in any specialty.

3. General principles

All students have the same rights and obligations; without any other distinction than the one derived from the specialty they undertake. Rights and obligations will be exercised in line with the purposes of IED.

SECTION II.- Students' rights

Students have the right to:

Receive the theoretical and practical education of the corresponding Study Plan. Undertake academic evaluation, obtain grades, request certificates, request the transfer of the academic report and access any of IED's other services, provided their fee payments are up to date.

Foreign students are entitled to receive from IED Barcelona the necessary documentation that it is authorised to issue in order to facilitate the student's visa application, whilst the responsibility for processing said application remains with the student.

Participate in the evaluation of the teaching staff and the study plan through surveys or other proceedings established by IED Barcelona.

Receive the student card, once the total course fee has been paid. This card is personal and non-transferable, and is valid throughout the course. It grants access to the library and discounts in products and services from companies collaborating with IED which can be consulted at the Student Centre department.

SECTION III.- Place reservation and course payment

1.- Admission

Students, who have a high school diploma or equivalent translated into English or Spanish, be at least 18 years old, provide proof of English language sufficiency (TOEFL 550 or equivalent) may study the BA Honours Course in Fashion Design or Fashion Marketing and Communication at IED. Admission is intended as exclusively to Level 4 of the course. Bachelor's degrees with Honours are awarded to students who have satisfied the course's requirements, having obtained all 360 credits (120 credits at Level 4, 120 credits at Level 5, 120 credits at Level 6). The Management can plan mandatory retaking courses.

Inscription is made by filling out the relevant application. The Inscription Fee will be valid and come into force as from the moment it is accepted by IED, at which point mutual obligations will arise between both parties. Admission involves payment of fees by the student as set out in Section III, article 2.

1. Payment of the inscription fee is personal and non-transferable, meaning it cannot in any way be passed on to another person or body.

2. Students who wish to sign up for the first time at IED Barcelona must enrol for the entire course in question, without prejudice to the process of subject recognition.

3. Enrolments in successive years in a given specialty are dependent on the passing of exams as set out in the annual Study Plan and these General Regulations. Payment of inscription fees for successive years implies conformity with and acceptance of the regulations in force at that time.

4. Place reservation (inscription fee) will be payable once the student's enrolment is formalised and will be the only valid way of reserving a place on any of the courses offered by IED. IED reserves the right not to admit any more students once the available places for the current academic year are taken. The inscription fee must be paid in full, and cannot be paid in instalments under any

circumstances. If the student were to subsequently drop out of the course, this would not give rise to any right to reimbursement of the inscription fees. Attendance on the course means conformity with these regulations, whether they have been signed by the student or not.

5. The student may desist from his/her enrolment (place reservation) for any given academic year, without the need for justification, providing he/she informs IED Barcelona (by submitting the form provided for this purpose) within 14 calendar days after the payment receipt for the Enrolment Fee had been issued. In such cases, any amounts paid to IED Barcelona towards fees for the upcoming academic year will be refunded in full.

6. After this deadline, a student wishing to cancel his/her enrolment should present a written request to the Director of IED Barcelona at least one month prior to the start of classes. This type of cancellation only entitles the student to reimbursement of the amounts paid as Course Fees. The place reservation fee will not be returned to the student under any circumstances, except in the event of failure to obtain the Baccalaureate Degree or equivalent, failure to pass the English level test (BA Fashion Marketing students), visa denial owing to circumstances beyond the student's control or denial of the purchase of currency in the case of CENCOEX (Venezuela) or similar agencies so long as the student can demonstrate that all the requisite documentation was presented in good time. In the latter two cases, the submission of documentation and/or official justification will be mandatory and IED Barcelona will retain the sum of 300 Euros to cover administration expenses.

7. Following the period mentioned above and in special circumstances, at the sole discretion of IED Barcelona's Management, students who have reserved a place may make a written request seeking that the fees paid be frozen until the next academic year, but only for the course in which they originally enrolled.

Said request should be made as soon as possible and **no later than April 30th of the current academic year**. The decisions of the Director of IED Barcelona regarding requests for cancellation of matriculation for subjects in Higher Degrees in Design must be well-grounded and will be communicated to the applicant in writing.

DEFERRAL BEFORE COURSE COMMENCEMENT:

The student may request the freezing of the Course Fees in the following cases:

- A) Alleging personal reasons
- B) If course withdrawal is due to any of the following reasons:
 - Suffering a serious illness
 - Accident or undergoing surgery
 - Family obligations
 - Pregnancy
 - Difficulties in obtaining visa
 - Starting a new job
 - Complementary training
 - Failure to obtain baccalaureate or equivalent (unless fee reimbursement is requested)
- C) In the case of force majeure as recognised by current legislation.
- D) Failure to pass the entry exam (higher degree) or English level test (BA fashion marketing students).

When the time comes to formalise enrolment for the next academic period, the student will be required to pay:

1. Any difference generated by an increase in the Enrolment Fee
2. Any difference generated by an increase in the applicable tariff on any frozen credits (Price/ECTS) or the course price.

AFTER COURSE COMMENCEMENT:

The student may request the freezing of the sums paid by way of Enrolment and/or Course Fees in the following cases:

- A) Alleging personal reasons
- B) If course interruption is due to any of the reasons referred to under point B of the previous section.
- C) In the case of force majeure as recognised by current legislation.

When the time comes to formalise enrolment for the next academic period, the student will be required to pay:

1. The enrolment fee in force at the time.
2. Any difference generated by an increase in the applicable tariff on any frozen credits (Price/ECTS) or the course price.
3. The amount corresponding to the ECTS credits or subjects (non-official programmes) taken in the previous academic year. For the purposes of calculating the tariff, the definition of "taken" refers to those subjects which the student attended for more than 20% of class time (even if it was not possible to sit exams).

Once the course has begun, if the student has attended classes, albeit irregularly, the Enrolment Fee may not be reimbursed or frozen under any circumstances.

If the student should decide not to validate the course deferral and hence not resume the course during its following edition, he/she will not be entitled to reimbursement of any of the frozen fees and must settle the outstanding balance from the previous year.

In the case of discontinuance or abandonment with no request for deferral, amounts paid will not be refunded under any circumstances. Furthermore, the student must settle any pending debt, whether it be derived from his/her installment plan or non-compliance with the stipulated tuition fee payment deadlines.

2. Course Fee Payment

1. Students will complete the annual fee payment process in accordance with the prices announced by IED for each academic year.
2. The cost of the annual fee comprises Inscription fee and course fee.
3. In the case of Direct Admission from other institutions through recognition of credits from completed years, the student may be required to obtain additional credits, which for financial purposes will be considered to be "missing credits". The student will be informed of the need to take "missing credits" before reserving a place.
4. The cost of "missing credits" will be calculated based on the number of hours that those "missing credits" represent out of the total course hours.
5. Failure to attend lessons, with or without justification, does not exempt the student from paying fees and charges.
6. The deadline for payment of tuition fees is thirty calendar days before the lessons start and/or seven calendar days following the announcement of marks from re-sits (except in the case of instalment payment plan).. In the event of non-compliance with the terms of payment set out in these regulations, IED will be empowered, without the need to forewarn, to demand immediate payment of the entire course fees, in addition to interest set at 5% of the outstanding sum.

SECTION IV.- Academic Organization

1. Academic year

The academic year begins in September and ends in July. The course consists of theory and practice.

Teaching hours are from Monday to Friday and in some cases may be on a Saturday. Classes may be distributed throughout the day.

The teaching timetable will be delivered to students at the beginning of the year.

Regarding teaching objectives and more effective organization of the activity, the Management of the IED reserves the right to make changes to the calendar of the academic year, either provisionally or permanently.

For specific organizational requirements and in order to improve the services offered, the courses may be given at another site.

Students must also perform their own work as assigned by the IED for its implementation. Classes may possibly be suspended for a course provided that they complete the number of hours established for the course in question.

2. Teaching organization of the academic year

In order to better achieve the teaching objectives and guarantee effective organization, IED is responsible for its internal organization, the appointment of professors, and the planning and development of courses, seminars, lectures and any other activities it may organize, reserving the following rights:

- The right to assign students during the enrolment process to one of the groups into which each course is divided, as well as to change them to a different group from one year to the next.
- The right to modify the lesson timetables.
- The right to organize seminars, meetings, visits, lectures, etc. at different times and days from those specified for the course on which the student is enrolled.
- The right to change the professors on the course at any time during the academic year.
- The right to change the location of the centre where classes are held.
- The allocation of classrooms will be published daily via IED Barcelona's information system. To ensure proper functioning of the teaching activities and an efficient cleaning service, it is forbidden to remain in the classrooms and laboratories outside the established times without prior authorization from the Tuition Secretariat. Each laboratory has its own rules for optimum utilization, usage and maintenance which can be consulted therein. Failure to comply with these rules may result in temporary or permanent expulsion from the facilities.

3.- Course attendance

Students are required to comply strictly with the course entry and exit times, as indicated by the Administration of the Location, and may not arrive late at lessons or leave before they end. The staff of the IED may refuse access to late students.

Any student who is absent from their studies without authorisation or good reason for a period of at least two weeks (10 consecutive working course days), may be deemed to have withdrawn from their course and, at the discretion of the Faculty Registrar may have their enrolment terminated

4.- Complementary activities to the courses

IED Management reserves the right to define regulations according to each case and to its own non-contestable criteria for students to take part in the following complementary activities: shows and fairs, fashion shows, research studies, contests and work experience.

When considering a student's participation in such complementary activities, IED Management shall take into account the student's merits together with the School's logistical and financial circumstances. IED also organises other complementary activities such as seminars, conferences and workshops. For these activities, students will be marked according to the subject in which the activities are organised.

5.- Examination

Students are required to sit examinations for the Modules included in each course and, in any case, in the Course Structure Plan, according to the criteria indicated in the regulations of the Location. Admission to an examination is subject to the Student's tuition and administrative position being in order.

An exam is envisaged at the end of each Module, using one or more of the following methods and procedures: Oral, Test, Research, Ex-Tempore, Papers. The assessments assigned to the exams are expressed in the numeric scale from 0- 100, without decimal numbers: 0-29 = Fail; 30-39 = Refer; 40-49 = Acceptable; 50-59 = Good; 60-69 = Very Good; 70+ = Excellent.

Exam results will be published in Moodle <http://moodle.iedbarcelona.es>.

If students submit their coursework late but within 24 hours or one working day of the specified deadline, 10% of the overall marks available for that element of assessment will be deducted, as a penalty for late submission.

6.-Mitigating circumstances

Students unavoidably prevented from completing their assessed work due to unforeseen circumstances can submit an application for Mitigating Circumstances (MC) which will be found in Moodle. It will be taken into consideration and if the MC claim is accepted it will result in one of the following outcomes:

The student's original mark will be reinstated (for late work submitted up to 10 working days after the published deadlines); students will be offered an opportunity to sit the assessment without penalty at the next available opportunity (in cases where they have missed an assessment entirely).

7.- Diplomas and certificates

1. At the end of the three-year course a diploma from the University of Westminster is issued, providing their administrative situation is in order. The assessment, in units, is calculated based on the average of the evaluations obtained in each discipline, to which are added the evaluations of the thesis and possible increases in grading, determined by the activities.

2. It is mandatory for students to retrieve their diplomas in person, and will not be sent in digital format, post mail only. In the event that students cannot appear in person, the diploma can be retrieved by a person who was properly authorized by the student.

3. Once the diploma has been retrieved, it will not be duplicated nor replaced. In case of loss, theft, etc., of the diploma, IED will issue an accredited certificate of the student's academic transcript.

SECTION V.- Discipline

1. Smoking Ban

It is absolutely forbidden to smoke within the entire boundaries of IED and its facilities, and especially in the classrooms and laboratories, in accordance with the laws laid down in RD art 7.d of Act 42/2010 of 2 January 2011. Failure to comply with this ban will result in the expulsion of the student from these places.

2. Use of the facilities

It is forbidden to remain in classrooms and laboratories outside class hours without prior authorisation granted by the Management, following an application from the student submitted via those responsible for each course.

To gain access to IED facilities, students must be in possession of a student card. If

students forget their card, they should present an official identifying document bearing a photograph. Reception will proceed to check the student on the database. Once the name has been verified on the database they will be granted to get in the school by the reception. After the third time the student forgets his/her card, they won't be able to enter the school.

If the student loses the nominative IED card or the provisional card he/she must communicate it to Administration Office. IED Barcelona will make a new one with a 30€ cost. Theft of the card should be communicated by the student to their coordinator. Once proof of having reported the theft to the authorities is submitted, a new card will be issued free of charge.

3. Behaviour

The student agrees to respect the structure, equipment, furniture, cleanness and other facilities of IED; the Management reserves the right to compensation for damages that may be caused by the student. Students also undertake to show physical and psychological respect for the staff working at the centre, as well as teachers and fellow students. Management reserves the right to claim compensation for any damages caused by students.

Use of mobile phones and eating during lessons is strictly prohibited.

IED takes no responsibility for any personal belongings, material or any other objects that may disappear after having been left in any of the classrooms.

It is compulsory to make respectful and good use of common areas (i.e. exhibition spaces, toilets, workshops and classrooms).

Students are not allowed to leave personal belongings or assignments at reception. Students are also not allowed to send personal emails to any IED centres or to their staff.

4. Disciplinary sanctions

Failure by the student to comply with any of the obligations or conditions established in these General Regulations will lead to the opening of a report by Management which, in the case of the infraction being confirmed, could lead to the application of the following disciplinary sanctions: 1) Verbal warning, 2) Written warning, 3) Temporary expulsion, 4) Permanent expulsion. Permanent expulsion will not confer the right to reimbursement for any fees and sums paid up to that time by the student to IED, nor to any claims whatsoever. Without prejudice to the sanctions described, IED may exercise any legal rights that may be appropriate to safeguard its rights.

5. Cheating and plagiarism

The academic performance will be assessed on the basis of student's work. Anyone caught cheating in exams/in-class tests or through course work assignments will be subject to formal investigation in accordance with Section 10 of the University of Westminster Academic Regulations:

http://www.westminster.ac.uk/__data/assets/pdf_file/0010/81874/Academic-Regulations.pdf

Serious penalties are imposed on those who cheat. These may include failure in a module or an element of a module, suspension or exclusion from the course and withdrawal of academic credits awarded previously for modules which have been passed.

SECTION VI.- Works created by students

IED Management reserves the right to select assignments and End of Course Projects for use as teaching material, which will remain the property of IED, entitling it to full and free utilisation of same under the terms of the Consolidated Text of the Intellectual Property Act for 4 years, including the right to cede same to third parties. Students who wish to use their assignments for themselves before the end of the four-year period will need written authorisation from IED Management. All other assignments will be kept at IED for one month following the end of the course. After that period, if they are not claimed by the student, IED may withdraw them completely or destroy them.

Students who wish to use their projects independently before the three years will require written authorization from the Management of the IED. Students in turn allow the recording or collection of images of themselves and projects or work and the recording of their voices. They also allow the IED to the use of autobiographical data (including name and surname). All of this is for further disclosure or dissemination by any means (including the Internet or e-mail) for educational, informative and promotional purposes.

SECTION VII.- International candidates and Spanish residents abroad

Enrolment is conditional on a good knowledge of English. Obtaining the necessary documents to reside in Spain will be the responsibility of students. The issuing of the final Certificate is subject to full payment of the annual fee and the regular attendance of the whole timetable scheduled for each course.

SECTION VIII.-Exclusion

Students will be excluded when at Level 4 (first year) have an overall average of less than 30%; or at Level 5 (second year) have attempted modules with a value of more than 120 credits and have failed more than 35% of the total credits attempted.

SECTION IX.- Reservations

The IED reserves the right to cancel the first course of any major subject, if the Management considers there are insufficient numbers necessary for it to start, by giving notice of one month from the date of commencement of the course.

IED hereby informs you that it has adopted all the technical and organisational security measures for guaranteeing the confidentiality, availability and integrity of your personal

information in its information systems. Your personal information is stored in IED's computer systems and in Google Drive, whose privacy policy may be consulted at the following link: www.google.es/intl/es/policies/privacy

SECTION X- Jurisdiction

For any questions or dispute that may arise in relation to the interpretation, application, fulfilment or breach of that established herein, the Parties expressly waive whichever may apply to them and submit to the courts and tribunals of the city of Barcelona.

These regulations expressly repeal all prior regulations. In witness whereof, in accordance with all of the foregoing, the Parties hereby sign these General Regulations:

DATE

STUDENT'S FULL NAME (OR LEGAL GUARDIAN IF MINOR):

.....

PASSPORT/ID No.:

.....

SIGNATURE OF STUDENT (OR LEGAL GUARDIAN IF MINOR):

.....

Alessandro Manetti

Director IED Barcelona