

CONDITIONS OF THE RIGHT TO WITHDRAWAL

RIGHT TO WITHDRAWAL

You have the right to withdraw from the contract for teaching in a period of 14 calendar days without the need for justification. This period will begin upon payment or order for payment/order for payment of the course enrolment fee.

To exercise this right, you must notify the GENERAL FOUNDATION OF THE UNIVERSITY OF MÁLAGA of your decision to withdraw from the contract through an unequivocal statement that you may send through the following form on our website or using any other means permitted by law: <https://fguma.es/formulario-desistimiento>

To comply with the withdrawal period, it is sufficient to send notification of the exercise of your right before the end of the withdrawal period.

CONSENT TO THE BEGINNING OF TEACHING AND THE LOSS OF THE RIGHT TO WITHDRAWAL

By means of the registration form, you accept and give your consent for the provision of the teaching service that is the subject of the contract to begin before the withdrawal period ends. Therefore, the beginning of the provision of teaching services will entail the loss of your right to withdrawal.

The provision of teaching services, the subject of the contract, will begin the moment in which the student downloads the materials contained on the Virtual Campus or, if applicable, when the student attends the face-to-face sessions of the course.

CONSEQUENCES OF WITHDRAWAL

In the event that you exercise your right to withdrawal in the time period and manner indicated above, we will reimburse you for all the payments that you have made. This payment will be made in a period of 14 calendar days from the date on which you inform us of your decision to withdraw from the contract. The refund of the course enrolment fees will be made using the same method of payment you used to enrol on the course.

No charges will be incurred on you for this refund.

The content of Articles 68 to 79 of Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws, stipulates the following:

Article 68. Content and rules of the right to withdrawal.

1. The right to withdraw from a contract is the power of consumers or users to render a contract entered into void, notifying the other contracting party of this within the period established for the exercise of this right, without any need to justify this decision and without any type of penalty.

Clauses imposing penalties on consumers or users for exercising their right to withdrawal shall be legally null and void.

2. The consumer shall have the right to withdraw from the contract in the cases provided for by law or according to regulations and when this right is recognised in the offer, promotion, advertising, or in the contract itself.

3. The right to withdrawal, legally conferred on consumers or users, shall be governed in the first instance by the legal provisions that establish it in each case and, alternatively, by the provisions of this Title.

Article 69. Obligation to notify about the right to withdrawal.

1. When the law confers the right to withdrawal on consumers or users, the contracting trader must inform them in writing in the contract—in a clear, understandable, and accurate manner—of the right to withdraw from the contract and of the requirements for and consequences of its exercise, including the means for returning the goods or services received. The trader must also provide them with a withdrawal document, clearly identified as such, that indicates the name and address of the person to whom it should be sent and the identifying data of the contract and contracting parties to which it refers.

2. It is the responsibility of the trader to prove compliance with the provision in the above section.

Article 70. Formalities for exercising the right to withdrawal.

The exercise of the right to withdrawal shall not be subject to any formality; it is enough to accredit exercise of the right in the manner accepted by law. In any case, this right shall be considered validly exercised by sending the withdrawal document or by returning the products received.

Article 71. Period for exercising the right to withdrawal.

1. Consumers or users shall have a minimum period of fourteen calendar days to exercise the right to withdrawal.

2. Provided that the trader has complied with the duty of information and documentation provided for in Article 69.1, the period referred to in the above section shall be calculated from the receipt of the goods that are the subject of the contract or, if the contract is for the provision of services, from when the contract was entered into.

3. If the trader has not complied with the duty of information and documentation regarding the right to withdrawal, the period for exercising it shall end twelve months after the expiry date of the initial withdrawal period, calculated from when delivery of the contracted goods was made or, if the contract is for the provision of services, from when the contract was entered into.

If the duty of information and documentation is complied with within the aforementioned twelve-month period, the period envisaged for the exercise of the right to withdrawal shall be calculated from that time.

4. The date the declaration of withdrawal was issued shall be taken into account in order to determine observance of the period for withdrawal.

Article 72. Evidence of exercise of the right to withdrawal.

It is the responsibility of consumers or users to prove that they have exercised the right to withdrawal pursuant to the provisions of this Chapter.

Article 73. Expenses linked to withdrawal.

The exercise of the right to withdrawal shall not entail any expense whatsoever for consumers or users. To this effect, the place of performance shall be considered to be the place where consumers or users received the provision of goods or services.

Article 74. Consequences of exercising the right to withdrawal.

1. When the right to withdrawal has been exercised, the parties shall mutually return the contracted goods or services pursuant to the provisions of Articles 1303 and 1308 of the Civil Code.

2. Consumers or users shall not have to reimburse any amount for the diminished value of the goods as a consequence of its use, pursuant to what was agreed upon, or its nature, or for use of the service.

3. Consumers or users shall have the right to be reimbursed for any necessary and useful expenses incurred in relation to the goods.

4. In the event that a user does not comply with the service provision time commitment made to the company, the penalty for cancelling or prematurely ending the contractual relationship shall be proportional to the number of days remaining in the agreed-upon time commitment.

Article 75. Impossibility for consumers or users to return the goods or services provided.

1. If it is impossible for consumers or users to return the goods or services provided due to loss, destruction, or other cause, this shall not deprive them of the possibility of exercising the right to withdrawal.

In such cases, when the impossibility of return is attributable to consumers or users, they shall be liable for the market value of the goods or services provided at the time the right to

withdrawal was exercised, except if this value exceeds the purchase price, in which case they shall be liable for the purchase price.

2. If the trader has failed to comply with the duty of information and documentation about the right to withdrawal, the impossibility of return shall only be attributable to consumers or users when they have not exercised due diligence regarding their own affairs.

Article 76. Refund of amounts received by the trader.

When consumers or users have exercised the right to withdrawal, the trader shall be obliged to refund the amount paid by consumers or users without withholding expenses. The refund of these amounts must be made without undue delay and, in any event, within 14 calendar days from the date on which the trader was notified of the decision to withdraw from the contract by consumers or users.

If this period elapses without consumers or users being returned the amount owed, they shall have the right to claim double this amount, without prejudice to being further compensated for damages caused that may exceed said amount.

The burden of proof regarding compliance with the time limit lies with the trader.

Article 76 bis. Effects of exercising the right to withdrawal on complementary contracts.

1. Without prejudice to the provisions of Article 29 of Law 16/2011, of 24 June on consumer credit contracts, the exercise of the right to withdrawal by consumers or users pursuant to the provisions of this Law, shall have the effect of automatically terminating all complementary contracts without any cost to consumers or users, except in cases in which those contracts are complementary to distance or off-premises contracts. In these cases, without prejudice to their automatic termination, consumers or users must assume the costs provided for in Articles 107.2 and 108 of this regulation.

2. Once the right to withdrawal has been exercised for the main contract, the parties must mutually return any provisions received by virtue of the complementary contract without undue delay and, in any event, within 14 calendar days of the date on which consumers or users informed the businessperson of their decision to withdraw from the main contract.

In the event that the trader does not refund all the amounts paid under the complementary contract within the stipulated period, consumers or users may demand payment of double the sum owed, without prejudice to their right to be compensated for damage incurred to the extent that they exceed said amount. The burden of proof regarding compliance with the time limit lies with the trader.

Consumers or users shall have the right to reimbursement of the necessary and useful expenses that may have been incurred in relation to the goods.

3. In the event that it is impossible for consumers or users to return the provision of goods or services supplied under the additional contract due to loss, destruction, or any other cause attributable to them, consumers or users shall be liable for the market value of the goods or services provided at the time the right to withdrawal is exercised, except if this value exceeds the purchase price, in which case they shall be liable for the purchase price.

4. If the trader has failed to comply with the duty of information and documentation about the right to withdrawal in the main contract, the impossibility of return shall only be attributable to consumers or users when they have not exercised due diligence regarding their own affairs.

5. The provisions of the above sections shall also be applicable to contracts that are additional to other distance or off-premises contracts, regulated in Title III of Book II of this Law.

Article 77. Withdrawal from a contract linked to financing for consumers or users.

When the right to withdrawal is exercised in contracts entered into between a trader and a consumer or user—including distance contracts and off-premises contracts—and the price to be paid by consumers or users has been wholly or partially financed by means of credit granted by the contracting trader, or by a third party with the prior agreement of the contracting trader, the exercise of the right to withdrawal shall likewise entail cancellation of the credit without any penalty for consumers or users.

Article 78. Proceedings for annulment or termination.

The failure to exercise the right to withdrawal within the established period shall not be an obstacle to the later exercise of proceedings of annulment or termination of the contract, where these are appropriate pursuant to the law.

Article 79. Contractual right to withdrawal.

In the absence of specific provisions in the offer, promotion, advertising, or in the contract itself, the contractually recognised right to withdrawal shall be in accordance with the provisions of this Title.

Consumers and users who exercise their contractually recognised right to withdrawal shall in no case be obliged to compensate for damage to or deterioration of the goods, or for the use of the service solely to test it in order to take a decision regarding its purchase.

Under no circumstances shall the trader be able to demand advance payments or the provision of guarantees, including the acceptance of goods, that guarantee possible compensation in their favour in the event that the right to withdrawal is exercised.