

BASIC LEGAL GUIDE COVID-19

Institutional Chair - Legal Clinic

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BASIC LEGAL GUIDE- COVID19

In the following pages you can find some of the frequently asked questions regarding the state of alarm declared by the Spanish Government and the enforcement of containment measures applied in different areas, as a consequence of the Pandemic Covid-19. This situation has caused, among other measures, the closure of work centres, the suspension of work contracts and limited the freedom of movement in public areas.

The following guide has been created by a group of professors and students who are part of the team of the Institutional Chair of the Legal Clinic belonging to the University of Elche Miguel Hernández. The main objective being to provide answers to all non-legal environments.

For that reason, this guide has been created based on the decrees declared by the Spanish Government, fundamentally on Royal Decree 463/2020, of 14th of March, declaring the state of alarm to manage the public health emergency caused by COVID-19, Royal Decree 465/2020, of the 17th of March, by which Royal Decree 463/2020, of 14th of March is modified, Royal Decree-Law 8/2020, of 17th March, of extraordinary urgent measures to face the economic and social impact of COVID-19, Royal Decree-Law 9/2020, of 27th March, by which complementary measures are adopted, in workplaces, to mitigate the effects caused by COVID-19, Royal Decree-Law 10/2020, of 29th of March, regulating a recoverable paid leave for employees who do not provide an essential activity, in order to reduce the populations mobility in the fight against COVID-19, Royal Decree-Law 11/2020, of 31st of March, by which urgent complementary measures are adopted to the social and economic field in facing COVID-19 and Royal Decree-Law 13/2020, of 7th of April, by which certain urgent measures are adapted in regards to agricultural employment, Order TMA/336/2020, of 9th of April, that incorporates, replaces and modifies both aid programs for the State housing Plan 2018-2021, complying with Royal Decree-Law 11/2020. Royal Decree-Law 14/2020, of 14th of April, extending the due date for tax submissions and payments, Royal Decree-Law 15/2020, of 21st of April, of complementary urgent measures to support the economy and employment, Order SND 310/2020, of 25th of April, relating to the terms in which the free movement of children can take place during the public health emergency caused by COVID-19 and order TMA/378/2010 of 30th of April that determine the criteria's and requirements that must be met for a tenant to be able to access financial aid for their habitual residence established in article 9 of Royal Decree-law 11/2020. This guide is divided in to six sections, each one is based on a series of questions and answers complemented with numerous definitions to help the understanding of the decrees and the current situation. This guide is a "live" document that will evolve moving forward as new measures or decrees are declared. i.e. the guide will be updated with additional questions and answers when relevant.



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EMPLOYMENT AND LABOR LAW IN GENERAL

1. How am I protected in my company against COVID-19?

The Accident prevention Law (LPRL) states that companies have the obligation to guarantee the protection of their employees adopting the necessary measures in the work place. COVID-19 is considered a serious and imminent risk and therefore employers are obliged to avoid or reduce such risk. Having to evaluate if maintaining one's activity is a risk or not for the employees.

2. Can I refuse to work if my company doesn't provide health and safety equipment?

Yes, an employee can exercise his or her right of not attending their work place when they are faced with a serious and imminent risk and have not received the sufficient health and safety equipment. The company must guarantee at all time the health and safety of their employees.

3. What can I do if my company doesn't provide health and safety equipment when facing a Pandemic?

The employee must write a letter to the representatives of the company notifying the breaching of rules. The document must state the activity being carried out and the risk caused by the non-application of preventive measures. If there is no representation, then the breaching must be reported to the appropriate authority (Work Inspector), who may proceed to the temporary closure of the company with the corresponding sanction.

4. Can I refuse to work if I am scared of getting infected?

No. Not attending the work place when the company implements the necessary health and safety measures against the pandemic, will be considered an unjustified absence, that can result in a dismissal (with no compensation) or disciplinary sanctions.

5. Illness or work accident as a result of COVID-19?

If an employee has been prescribed isolation due to a possible contagion or is infected by coronavirus, the employees' situation will be considered as a resemblance of a work accident, solely for the purpose of receiving the corresponding benefit payment. If it is proven that the contagion happened at their work place, this it will then be considered a work accident for all intents and purposes. The quantity of the benefit will be 75% of the wage base from the previous month. This amount can be increased by the companies' collective agreements (*Convenio colectivo*)

6. My company has asked me to telecommute, do I have to provide the means to be able to work?

Telecommuting, or 'working remotely' i.e. from home is not regulated in Spain, but if needed, the work means (equipment) should be provided by the Company (including the installation and maintenance). The company and employee can come to any agreement that benefits both parties.

7. What can I do if I have been fired and I want to sue my company?

In this case, the employee has 20 business days to sue the company for dismissal. The first step in this type of procedure is to arrange a conciliation process (known as "*papeleta de conciliación*" where both parties should try and resolve the conflict before filing a lawsuit). The conciliation process cannot exceed 15 business days (the initial 20

business days to file go on hold during the conciliation process). If after this period of time the parties fail to come to an agreement, the employee will have to file a lawsuit at the Courts within 20 business days.

However, the procedural deadlines have been suspended during the declared state of alarm and, where appropriate, the extensions that are adopted. In such a way that the term is currently interrupted.

8. Instead of being included in a temporary employment regulation records (ERTE), I have been fired on the same bases. Is this valid?

No, as of the 27th of March until the end of the declared state of alarm, all dismissals that are caused by “force majeure” or other reasons such as economical, technical, organizational or productive will not be considered as a justified reason to proceed with a dismissal or a termination of contract.

9. Am I entitled to receive unemployment benefits if I have no contributed sufficiently in to the Spanish Social Security system?

Yes, in these cases in which the company decides to suspend a contract or applies a reduction of working hours, the employee will be entitled to receive an unemployment benefit (even if they don't meet the minimum contribution required to receive such benefit).

10. Will future unemployment benefits that I may be entitled to be affected by the unemployment benefits received during the temporary employment regulation records (ERTE)?

No. The duration in which unemployment benefit are received due to the ERTE will not affect previous accumulated periods and will extend until the end of the suspension or reduction of the working day.

11. What employees are entitled to receive a “recoverable paid leave”?

This will be applied to employees whose activity has not been paralyzed as a result of the declared state of alarm. There is an exception, those companies that need to establish a minimum workforce in order to maintain the essential activity. They will be able to do so, taking as a reference the numbers of on an ordinary weekend or bank holiday.

It will not be applied to employees who provide services in sectors classified as essential; or to whom an ERTE is being applied or is going to be applied (If it is a reduction of working hours, it can be applied to the part of the working day (hours) that is not reduced); to employees who are on sick or work accident leave or have their contract suspended for other reasons such as maternity leave or leave of absence; and employees who can carry out their activity by telecommuting or other means.

12. What wages will I receive during the “recoverable paid leave”, this period being between the 30th of March and the 9th of April?

The same wages that would have corresponded to the employee during a normal situation, including the salary base and salary supplements. Expenses such as diets or mileage are excluded, since they are not justified.

13. How will I make up (recover) the days that I am on paid leave?

First of all, the employee will have to make up for paid leave days once the declared state of alarm is finalized, being the 31st of December 2020 the maximum date to make up this time. During this period of time, when to recover this time will have to be negotiated between the company and the legal representation of the workers, if any, by representative unions, or the workers themselves.

In any case, the recovery time will be a maximum of 7 days. The minimum rest periods must be taken into account, in addition to respecting the rights of personal and family time, legally and conventionally recognized.

14. What are essential services?

The activities classified as such are in the declaration of the state of alarm according RD 463/2020 (Articles 10.1, 10.4, 14.4, 16, 17 and 18):

- Supply chain of markets and the operation of services based on the production of basic goods and services.
- Bar and restaurant home delivery
- Production and distribution of what is necessary for the provision of health services
- Maintenance of the productivity of the manufacturing industry for the correct development of essential activities.
- Transportation (of people and goods) that are allowed to continue since the declaration of the state of alarm.
- Security services to guarantee essential services and supply to the population, such as penitentiary institutions, civil protection, rescue, fire, traffic, road safety....
- Maintenance of the material and equipment belonging to the Armed Forces.
- Health centres, services and establishments, as well as people who care for the elderly, minors, dependents or people with disabilities, and people who work in companies such as R&D and biotechnology centres linked to COVID-19.
- Animal health care.
- Press and media outlets or news agencies.
- Financial services, including banking, insurance and investment (for essential services).
- Telecommunications and audiovisuals and essential computer services, as well as those of networks and facilities ...
- Protection for victims of gender violence.
- Lawyers, solicitors, social graduates, translators, interpreters and psychologists (who attend procedural proceedings not suspended by the state of alarm).
- Legal and consultancies offices, administrative agencies and social graduates, and occupational labour risk prevention services (in urgent matters).
- Notaries and registry offices (essential services) work in companies, R&D and biotechnology centres linked to COVID-19....
- Cleaning and maintenance services, urgent fault repairs and surveillance services, as well as services that provide the collection, management and treatment of hazardous waste, as well as urban solid waste, hazardous and non-hazardous, collection and treatment of residual waters,....
- Refugee Reception Centres and Temporary Stay Centres for Immigrants that operate within the framework of International Protection and Humanitarian Attention.
- The supply, purification, conduction, purification and sanitation of water.

- Meteorological forecasting and observation services and associated processes.
- Universal postage services.
- Import and supply of sanitary material and, in general, all those that participate in the sanitary corridors (ACUMAR).
- Internet, telephone or correspondence sectors.
- Any others that provide essential services.
- For more information click here [Ver aquí con más detalle](#)

15. Can I combine my unemployment benefit with wages received for Agricultural work (“campo”)?

No, unemployment benefits and self-employment benefits is only compatible with temporary agricultural work in the following cases: if your contract has been suspended by an ERTE, but not when it has been suspended due to COVID-19, nor if you have ceased your work activity for the same reason; Migrant workers whose work permit is valid between the 14th of March and the 30th of June and young nationals from 3rd countries between the ages of 18 and 21 who are in a regular situation (ie. legal residency).

An additional requirement to avoid travelling will be the requirement that worker's homes are close to the workplace or, they stay overnight in the same town or in neighbouring towns.

16. In such a case, will my salary be reduced if I am receiving unemployment benefits?

No, the minimum wage for seasonal agricultural work (“campo”) will be the amount agreed in the collective agreement (“convenio colectivo”), and in any case the minimum wage for 2020 (950€). Wages will be transferred in to the bank account the worker provides.

17. What would happen if, due to agricultural work (“campo”) income, I exceeded the maximum income allowed, causing me to no longer be entitled to benefits or subsidies?

This income will not be taken into account for the purposes of income limits for contributory or non-contributory Social Security benefits, including minimum supplements for pension funds.

18. Are household employees considered as an "essential activity"?

Employees who work at the service for other households are not on the list of essential activities and, therefore, should not work.

If they continue to be registered workers, the employer must continue to pay their wages and their corresponding Social Security contributions.

The recovery (make up) of lost time will be carried out gradually until the 31st of December 2020, not affecting the employees weekly rest periods.

19. I am a registered household worker and I have been asked to stop providing my services, am I entitled to an extraordinary subsidy if I am not entitled to any unemployment benefits?

Yes, you will be entitled to a new subsidy that is designated to registered (prior the declared state of alarm- 14th March) Household Employees who have had to stop providing their services, totally or partially, due to the Public Health Emergency to reduce the risk of transmitting COVID-19.

20. What requirements do household employees need to meet to be eligible for this new subsidy?

The temporary or permanent cease of work activity, or the dismissal or withdrawal of contract, during the public health emergency, to be able to request this subsidy. It will be necessary to prove that the household worker has lost their job partially or totally, this can be done with the employer signing a responsibility statement, dismissal letter and the deregister from the Household worker system and Social Security regime.

21. I am a household worker. When can I go back to work?

Household workers have been allowed to work since the recoverable paid leave that was effective during the 30th of March and the 9th of April, (both dates included) was made ineffective, as the Royal Decree that issued the state of alarm allows this type of work activity. This group of workers can return to the workplaces when all hygiene and safety measures that the government enforce are in place. In any case, it is recommended that the worker carries with them at all times any document that can prove they are on their way or back from work.

22. From when and where can I apply for the household employee aid, if I have had to stop my work activity totally or partially or have been dismissed by my employer?

From Tuesday the 5th of May, the extraordinary subsidy (aid) can be requested, preferably online (SEPE), by correctly filling in the forms, attaching the required documents and following the instructions. The quantity of the benefit will be paid in to the indicated bank account on the 10th of each month.

23. What requirements must I meet be able to apply for the subsidy for household workers?

-The Application must be made by the household worker by filling in the form available online (SEPE), "Application for extraordinary subsidy for household workers COVID-19".

-The following documentation must be submitted with the application:

- ✓ Spanish Identification document (DNI) or NIE and Passport.
- ✓ Responsibility statement from the household employer (or employers if there are several). In the event that the applicant has temporarily stopped providing services, totally or partially, and therefore remains registered in the Special System of Domestic Employees.
- ✓ Letter of dismissal, communication of withdrawal or supporting documentation of withdrawal from the Special System in the event that your employment relationship has been terminated for these reasons.

(It will be necessary to ask for a photocopy of the responsibility statement and the employers Identification document).

24. How much and for how long will I receive this special subsidy?

You will receive, when your activity has totally ceased, 70% of the previous months' regulatory base before the cease of activity, when it is partial you will receive the proportional amount corresponding to the lost hours (income). Additionally, this subsidy will be paid per month, and will begin from the date that appears on the responsible statement if there has been a reduction in activity or the date of deregistering from the Social Security regime, if the employment has completely ceased. The request will be done through the "SEPE" (state public employment service) once the procedure is enabled.

25. Is this household workers subsidy compatible with other grants (aid)?

Yes, this household workers subsidy is compatible with salaries earned from a different source, but the sum of both cannot exceed the minimum wage. However, it cannot be combined with a temporary disability allowance or the recoverable paid leave.

26. What is the exceptional unemployment subsidy destined for seasonal workers whose temporary contract has ceased?

This subsidy is intended for workers who have had a work contract for at least a 2 month period, that has expired after the declared state of alarm came into effect (14th of March) and have not contributed sufficiently in to the system to obtain unemployment benefits. The amount will be paid monthly and will be approximately 430€ per month (80% IPREM). It is incompatible with any other income, ie. social salaries, benefits or aid granted by public administrations. The State Public Employment Service will enable the application procedure.

27. Are the extraordinary allowance for the cease of activity and the exceptional unemployment allowance due to the ceasing of a temporary contract retroactive?

The extraordinary allowance for the cease of activity and the exceptional unemployment allowance due to the cease of a temporary contract will be applied to all events occurred between the 15th and the 31st of March.

28. If I do reduced working hours (flexible working) because I receive a subsidy due to the caring of minors affected by cancer or other serious illness, how am I affected by this situation?

During the declared state of alarm, this subsidy will be compatible with unemployment grants. In these cases, in which your employer has proceeded with a temporary employment regulation record, wherever due to the suspension or a temporary reduction of your contract, it will not affect the subsidies received for the careering of a child. The compatibility of this subsidy will also be applicable to self-employed workers who are receiving extraordinary allowance for the cease of activity.

29. What can I do if I have handed in my resignation as I have committed to starting a new employment, but due to COVID-19 I haven't been able to start?

You can apply for unemployment benefits. Unemployment benefits have been extended to workers who from the 1st of March have resigned from their employment, when proven that their new employment hasn't initiated due to current public health emergency.

30. What if after resigning, I then started my new employment but was on a trial run, and due to the current public health emergency, I have been dismissed?

You can also apply for unemployment benefits. Unemployment benefits have been extended from the 9th of March to workers whose contracts have been terminated after a trial run. In other situations such as a worker resigning from an indefinite work contract and then commencing a new employment, a period of three months must pass when applying for unemployment benefits. The public health emergency caused by COVID-19 has generated a large number of dismissals of new employees once their trial runs have concluded, leaving these workers in a vulnerable situation that must be eased.

31. My work is considered as an essential activity, but there isn't a sufficient workload for all employees. Could an ERTE be initiated?

Yes, the scope of application of ERTE'S has been modified due to force majeure, meaning that companies that provide or offer essential activities and have suffered a reduction of their total or non-essential activity can also apply for an ERTE.

32. I am a casual employee and due to the public health emergency caused by COVID-19 I haven't been called in to work as expected. What can I do?

Once this has occurred, you can apply for unemployment benefits, even if you are not entitled to them. Unemployment benefits have been extended to these workers, known as casual employees due to being employed during certain period of time or times of the year on a regular basis.

33. Due to the declared state of alarm my work schedule has been adjusted and I'm worried that I will have to go back to my previous schedule once the declared state of alarm has ended, when I now have minors and elderly under my care.

This will not occur. Remote working will be preferred to face to face working, and all reductions made to work schedules will be respected during a period of two months after the end of the declared state of alarm

AN “ERTE” (temporary employment regulation records).

1. If an ERTE has been applied to me due to force majeure, do I have to apply for unemployment benefit?

No. The company is the one who is responsible for communicating the employee's information to the corresponding department and will automatically register this person. The “SEPE” (Public Employment Service of the State) will initiate the procedures for the recognition of the corresponding benefits. You also shouldn't contact the “SEF” (Employment and Training Service) for any process, since the registration will be done automatically in coordination with the “SEPE”.

2. If I am on sick leave, can I be included in an ERTE?

Yes. But the measures will not affect you until you have been given the all-clear to work. Once the all-clear has been confirmed, and if the suspension continues, the employee will receive an unemployment benefit until the end of the ERTE. For this reason, in the initial collective unemployment application, it is only necessary to include active workers on the date of suspension or reduction of working hours, not the workers on temporary disability leave, birth leave or leave of absence.

3. Should temporary workers be included in the ERTE?

Yes, they must be included. If the cause of termination of each temporary contract has not been reached, the company cannot anticipate the termination of the contract during the public health emergency. In addition, some temporary workers may not have made sufficient contributions to receive unemployment benefits, but due to the measures introduced even if they don't meet the minimum contributions required, they will be entitled to receive such benefit.

4. What happens if my temporary contract expires during an ERTE?

This isn't possible. As of the 27th of March 2020, temporary contracts, in addition to training, internships, relief and interim contracts, included in an ERTE caused by the measures against COVID-19, termination dates are suspended. If the contract has ended before the 27th of March and isn't renewed by the company, the employee will receive unemployment benefits, if the minimum contributions have been made.

5. Can I work for another company during an ERTE?

Yes. If your contract has been suspended due to an ERTE, you can carry out another work activity. However, you must notify the “SEPE” (Public Employment Service of the State) and you will stop receiving unemployment benefits. If the new employment is part-time, and the unemployment benefit is compatible with this new part-time work contract, the quantity of your new income will be deducted from your benefits.

6. After the ERTE, is my job guaranteed?

After the ERTE, all work activity must restart with the same work force. This way, the extraordinary measures that have been adopted are subject to the company's commitment to maintain employments for six months after the work activity resumes. The term “maintaining of employment” is pending configuration, subject to future interpretations.

7. How long can the ERTE situation last?

If the ERTE is due to economic, technical, organizational or production causes, the duration will be that agreed between the company and the workers representatives.

If the ERTE is due to force majeure, as is the case of the COVID-19 pandemic, the ERTE can't be extended beyond the declared state of alarm and its possible extensions.

8. How much will I receive in unemployment benefits due to the ERTE?

This figure is not a generic amount for all those affected, since it varies according to the basis on which each employee has contributed in to the system. The amount is established based on the average contribution of the last 180 days.

The amount of the benefit corresponds to the 70% of the regulatory base for the first 180 days and then 50% of the regulatory base from day 181 until the benefit runs out.

However, this amount will have a second limit depending if the beneficiary has any under aged children in their care, meaning, the person who receives unemployment benefits and doesn't have any under aged children in their care will be entitled to the maximum amount of 1100.00€; with one under aged child the maximum amount is 1,254.00€ and with two or more, the maximum is 1,411.00€.

9. Does it affect me differently if I am included in an ERTE due to force majeure or for a different reasons?

The difference between being subject to an ERTE due to force majeure or due to any other objective causes affects the company's social security contributions payment. In any of these cases the employee receives the same unemployment benefits.

10. Can the company give me time off (holiday break) instead of an ERTE?

The company cannot under any circumstances compel you to have time off on specific dates, except any agreements in the collective agreement ("*convenio colectivo*") on annual vacation planning. Holidays must be notified two months in advance. It will not be possible to compel the employee to take time off (holidays) during the declared state of the alarm. If the company imposes the time off, the employee can file a legal claim against the company.

In any case, time off could be valid, if that is what has been agreed by the company and by the employee.

Although the purpose of rest, leisure and recreation time can hardly be considered to concur when there is a limitation of movements or limited freedom of movement in public areas, as declared by RD 463/2020, of 14th March (article 7).

11. What aid can I request from the Ministry (Consellería) if my company has applied an ERTE?

A one off payment of 150€ can be requested, that will be deposited in the beneficiaries bank account, this amount will only be paid to the first 200,000 unemployed people who have one of the lowest incomes and until the budget of this aid, 30 million euros, runs out.

12. How do I know if I am entitled this aid?

You must meet the requirements of being an employee, whose work center is located in the Valencian Community and your work contract has been TOTALLY suspended (100%) by ERTE due to COVID-19, be registered in the "Labora" (you would have been automatically registered when you have been included in the ERTE, meaning you do not have to sign up) and have a low income.

13. What amount is considered to be low income?

There isn't an established amount. People with lower contribution bases will have priority in receiving the aid and in case of a tie, the oldest person will have priority in receiving the aid. The contribution base used to calculate the ERTE benefit is taken as a reference and a list is drawn up from the smallest to the largest amount, the maximum limit of which will be the point at which the budget allocation is exhausted.

14. Where can I request the aid for people with low income and affected by ERTE?

Workers affected by ERTE do not have to do anything. They do not have to register with "LABORA" and neither with "SEPE". Registration is done ex officio, meaning, it is carried out automatically by the administration itself, after the approval of the corresponding ERTE requested between the 14th of March and the 30th of April 2020. If you meet the requirements, the aid will be paid directly into your bank account (the bank account "SEPE" have on file).

15. How will I know if I have been granted the aid?

Accessing the Valencian Governments webpage (www.gva.es), in the section of the Ministry of Sustainable Economy, Productive Sectors, Commerce and Labor. There will be a published list of the beneficiaries.

16. When will I receive the aid?

The Ministry of economy will determine the granting of the aid in three months starting from the 30th of April 2020, the same date that the regulatory bases of the aid were published. The Valencian Tax Agency will be in charge of making the payment, at this moment it is unknown when this will be.

FAMILY LAW

1. If I have joint custody of my children (or child), can they continue with their usual regime or will they remain in the care of the parent they were with when the state of alarm was declared?

Initially, the declared state of alarm has not suspended joint custody regimes, as circulation is permitted on public roads when returning to the place of habitual residence.

However, parents may temporarily modify, by mutual agreement and in benefit of the child, the joint custody regime, transforming the regime into full custody in favour of one of the parents. This decision could be justified when there is a risk of contact in one of the parent's environments, if the parents decide it is a risk for the child's health to repeatedly travel from one custody to another, as well as special labour conditions that could be caused due to this exceptional circumstances for one of the parents (or both). Daytime visiting regimes that allow a parent to see their child when in the care of the other parent is not allowed during the declared state of alarm. If a mutual agreement cannot be made, the decision will be made by a judge.

2. If I only have a visitation regime in regards to my child, during the declared state of alarm, can I continue to exercise my visitation right?

Initially, the declared state of alarm hasn't suspended visitation regimes. In absence of a mutual agreement between the parent's, the decision will be made by a judge, who will proceed in taking in to consideration the circumstances of each case, specifically, the child's, the parents and the public's health in general by deciding to modify or suspend the visitation regime. Some judges have interpreted that since it is not permitted to circulate on public roads, the declared state of alarm suspends the visitation regimes, but not joint custody regimes, although in any case the communication between the child and parent has to be respected (by telephone or other communication platforms).

3. If the change of custody (handing over your child to the other parent) takes place at the Child's School or somewhere else that due to the declared state of alarm is now closed, where do I take my child?

As it is no longer possible to proceed with a change of custody at the Child's School or a different location, the change of custody will take place at the residence of the parent who has custody at that moment in time, on the same day and time that was originally agreed.

4. Are visits still allowed at Family Gathering Points (PEF)?

No. These visits have been suspended since these facilities will remain closed during the declared state of alarm.

5. If I have a visitation regime in regards to my grandchild, during the declared state of alarm, can I continue to exercise my visitation right?

Initially, the declared state of alarm hasn't suspended visitation regimes, but some judges have interpreted that since it is not permitted to circulate on public roads, the declared state of alarm suspends the visitation regimes between grandparents and other relatives and relations. Keeping in mind that repeated travel is a health risk for the child and the elderly, who are a vulnerable group (high risk).

6. What right prevails during this public health emergency, the child's health right or the parents (or relative) visitation right?

The child's interest is above any other right, but generally this principle cannot be used to automatically suspend visitation regimes, as not suspending the visitation regime doesn't automatically mean the child's health is at risk. A visitation regime is not only a parent's right, but also the child's right (having a relationship with both parents).

7. Would it be possible to modify a visitation regime if I have to go to my workplace because I cannot telecommute? What would happen if I become ill of COVID-19?

Of course. In these cases, it is advisable for the parents to reach a mutual agreement, if this is not possible a judge will decide.

And in the cases in which a parent becomes ill with the virus, common sense must be used, the child will stay in the custody of the other parent or a close relative, such as uncles and aunts or grandparents, as long as their health is not a risk to the child (are not ill with the virus).

8. What happens to legal time limits and expiry dates during the declared state of alarm?

All legal time limits and expiry dates of all legal actions and legal rights will be suspended during the declared state of alarm, and when needed, extensions will be granted to time limits and expiry dates.

9. In regards to financial obligations such as child support, spousal maintenance or compensatory payments, do I have to continue with such payments during the declared state of alarm?

The declared state of alarm has not suspend any legal ruling, therefore, it is necessary to continue with all economic obligations, if not, the parent who is entitled to such payments can take legal action.

10. In the family unit lives a person with disability, Is it possible for him/her to go out during the declared state of alarm?

Yes. People with disabilities who suffer from behaviour variations, such as Autism Spectrum Disorder or Disrupted Behaviour Disorder, whose behaviour is aggravated by being in confinement due to the declared state of alarm, have freedom of movement when necessary, along with a companion and taking all the necessary measures to avoid falling ill with the virus. It is advisable to carry all official medical paperwork, disability ID or medical prescriptions at all times. Families have had the initiative in wearing blue armbands when they are out, so society can identify the situation.

11. Can I go to a supermarket that is close to my home with my child?

The Royal Decree 463/2020 of 14th of March, declaring the current state of alarm, establishes it is not possible for children to go outside. However, precisely because of the complaints received, another Royal Decree was issued days later, which does allow, in certain cases, outings with children (Royal Decree 465/2020, of the 17th of March), in force since the 19th March. With this modification, no parent who is alone at home will have trouble going to a supermarket with their child. However, from the 26th of April freedom of movement is allowed for children under the age of 14.

12. From when will children have freedom of movement during the declared state of alarm?

As of the 26th of April and its effectiveness will be maintained throughout the declared state of alarm and any possible extensions.

13. What child population will be allowed freedom of movement during the public health emergency caused by COVID-19?

Boys and girls under the age of 14.

14. What movements are allowed?

Children are allowed freedom of movement on streets or public areas, when accompanied by a responsible adult, for a daily walk, for no longer than an hour or more than a kilometer distance from the child's habitual residence, during 9a.m. and 9 p.m.

Children who present symptoms or are in home isolation due to being diagnosed with COVID-19, or who are in a home quarantine, cannot leave their house.

However, all the above does not affect what is contemplated in the Royal Decree 463/2020, that allows children under the age of 14 to accompany a responsible adult in outings such as going to the supermarket, the bank, health centre, returning to habitual residence, etc.

15. What places are allowed?

Outings are permitted on streets or public areas, including authorized green and natural areas, when not exceeding a distance of one kilometre of the child's habitual residence. Access to children's recreational centers and sport facilities are not allowed.

16. What requirements must be met during these outings to avoid a negative impact on the epidemic?

These daily outings can be done in groups of up to three children and one responsible adult. During the outings social distance of at least two meters must be kept with others.

17. Who is responsible for ensuring that the requirements are met to avoid contagion during daily outings?

The adult who accompanies the children is responsible.

18. Are there any provisions regarding children residing in child protection centers, social support centers for people with disabilities or other similar residential services?

Yes. The autonomous communities are competent to adapt the necessary measures when applying the provisions of the Order of the 25th of April, such as the conditions under which the outing of the children population that reside in such centres can take place.

EXTENSION AND SUSPENSION OF CONTRACTS

1. In general terms, what measures are in place regarding rental agreements?

An extraordinary 6 month extension on all property rental agreements, an extension on rental payments for economically vulnerable people, and the suspension of evictions for vulnerable people during a 6 month period, when all legal requirements are met.

2. Who can be considered to be in an economically vulnerable situation in order to obtain extensions or financial aid for the rental payments of a habitual residence?

Those that can prove:

- 1- They have become unemployed, due to an ERTE (Temporary Employment Regulation Record), or entrepreneurs who have had to reduce their working day due to health reasons, or other similar circumstances causing a substantial loss of income, when the total income of the family unit in the previous month of applying for the benefit isn't 3 times higher than the "IPREM" (Multiplier for the Public Income Index), this is 1.613,52€. This limit will be increased by 0,1 "IPREM" per each child of the family unit (1.694,20€). In the cases of single parents the limit will be increased by 0,15 "IPREM" per child. This limit will also be increased by 0,1 "IPREM" for each family member who is over the age of 65 and for disabled family members with a 33% or more disability, and dependent or permanently ill family members that are unable to work. The limit will be 4 times the "IPREM" amount (2.151,36€), notwithstanding the increases per each child. When the person required to pay rent has cerebral palsy, mental illness or intellectual disability with 33% or more, or has a physical or sensory disability or a 65% disability or more, or a serious illness that incapacitates a person from working or their carer, the limit will be 5 times the "IPREM" (2.689,20€).
- 2- That the rental cost, plus basic expenses and supplies, are equivalent or higher than 35% of the family's unit net income.

The requirements of economic vulnerability as a consequence of the health emergency caused by COVID-19 will not concur when the tenant or any of the members of the family unit own a property or is a beneficial owner in Spain. However, these circumstances do not apply when the property right is partial and has been gained by inheritance. These circumstances also do not apply when the person who owns a property can prove there is a separation or divorce agreement that prevents them using the property, or other circumstances beyond their control, or the property is inaccessible due to the disability of its owner or any member of the family unit.

3. How can I prove that I am in a vulnerable situation?

The tenant will need to present the following:

1. In case of unemployment, a certificate issued by the benefit department, specifying the amount of the unemployment benefit received per month.
2. In the cases of the self-employed or free-lance work, a certificate issued by the State Agency of the Tax Administration or by the competent department of the Autonomous Community, confirming the cease of all professional activity.
3. Confirmation of the number of people who form the family unit, through the "*Libro de familia*" (family book), and a "*certificado de empadronamiento*" (legal

registration certificate) of family members who currently live in the property and also those who have lived in the property in the past 6 months, when needed also certificates of disability, dependency or illness of people who are unable to work must be presented.

4. Property owners, must present a certificate form the Land Registry, this also applies to all members of the family unit.
5. A Responsibility statement declaring that he or she complies with all the requirements to be considered without sufficient financial resources.

In case of not being able to provide a required document, it can be temporally replaced by a responsibility statement in which the reason for not being able to obtain such document is explained. Once the declared state of alarm has finalized, the document that wasn't able to be presented must be provided within a month.

4. In addition to the above requirements, are there any additional requirements to be able to access the rental aid?

Yes, it is necessary to have to of tried to reach an agreement with ones landlord. Only in the event of not being able to come to an agreement with ones landlord, can the tenant access the rental aid program.

5. Can I apply for an extension (or a suspension) of my rental payments?

Yes, the tenant (natural person or legal entity) may request an automatic suspension on rental payments when in an economically vulnerable situation and the landlord is a company, a public housing entity or a "holder" (who owns more than 10 properties or a constructed area of more than 1,500 square meters).

An extension of rental payments must be accepted by the landlord, if they haven't already reached a mutual agreement of extending or reducing the quantity of the rent. The extension will affect the duration of the declared state of alarm, the extension can be prolonged on a monthly basis if the tenant needs more time due to the economic effects caused by COVI-19, for a maximum period of 4 months. The rental costs can be deferred in installments for at least two years, once the declared state of alarm or the previously mentioned 4 month period have finalized, these payments must be made during the validity of the rental contract and its extensions. The tenant will not be penalized and will not have to pay any interest to the landlord.

6. What if my landlord isn't a company or public housing entity or a holder? Can I not apply for an extension on my rental payments?

In this case, the tenant, natural person or legal entity, who are economically vulnerable may request the temporary (and extraordinary) extension of rental payments to their landlord. This request is only possible from the 2nd of April for a month, provided that an extension or reduction in rent has not been previously agreed between both parties.

In the scenario of a mutual agreement, the parties may freely dispose of the deposit that had been initially provided, for the total or partial payment of one or more of the monthly rental payments. In the event that the deposit is used to cover the rental amounts due totally or partially, the tenant must replace the amount of the deposit used in one year from the agreement or within the term of the contract when inferior to a year.

7. Will tenants who are self-employed or PYME (small and medium companies) be able to access these grants?

Yes, provided they meet the following requirements:

1. In the event that a property is leased for the economic activity of a self-employed:
 - a) To have be affiliated and registered in the Social Security Regime for self-employed, entrepreneur or in the Special Social Security Regime for Sea Workers or “Mutuas” (friendly society) that substitute RETA (Special Regime for Self-employed Workers) on the date of the declaration of the state of alarm 14th of March by Royal Decree 463/2020. B) That work activity has been suspended as a consequence of the entry into force of Royal Decree 463/2020, of 14th of March, or by orders issued by the competent Authority and the competent Authorities delegated under the aforementioned royal decree. C) In the event that the work activity is not directly suspended as a result of the issued Royal Decree 463/2020, of 14th of March, then one must prove that their invoicing has been reduced by 75% in relation to the average monthly turnover of the same quarter of the previous year

2. In the event that a property is leased for the economic activity of a PYME (small and medium companies):
 - a) That the limits established in article 257.1 of Royal Legislative Decree 1/2010, of 2nd of July, that consolidates and approves the text of The Companies Capital Law, are not exceeded. B) That work activity has been suspended as a consequence of the entry into force of Royal Decree 463/2020, of 14th of March, or by orders issued by the competent Authority and the competent Authorities delegated under the aforementioned royal decree. C) In the event that the work activity is not directly suspended as a result of the issued Royal Decree 463/2020, of 14th of March, then one must prove that their invoicing has been reduced by 75%, in relation to the average monthly turnover of the same quarter of the previous year

8. How do tenants who are self-employed and PYME (small and medium companies) prove that they meet these requirements?

They must present the following documentation to the landlord:

- a) The reduction in activity will be initially credited by filing a responsible statement in which, based on accounting information and income and expenses, the reduction in monthly billing is recorded at least 75% less, in relation to the average monthly turnover of the same quarter of the previous year. In any case, when the landlord requires it, the tenant will have to show his accounting books to the landlord in order to prove the reduction of the activity is real.

- b) The suspension of activity will be accredited by means of a certificate issued by the State Agency of the Tax Administration (AEAT) or the competent authority of the Autonomous Community, based on the declaration of cessation of activity declared by the interested party.

9. Are there any consequences if a tenant wrongly requests a temporary extension on rental payments?

Tenants who have benefited from an extension on rental payments, without meeting the legal requirements, will be held responsible for any damages that may have occurred, as well as all the expenses generated by applying such measures, without prejudice to any other responsibility that could derive.

10. Can my landlord increase the rental cost during the declared state of alarm?

During the extraordinary six-month rental extension, the rental price and the other terms and conditions of the contract must be maintained. Therefore, an increase of the rental price is not possible during the alarm state.

11. Can the owner request that I leave the property during the declared state of alarm is in force?

In the event that the lease ends between the 2nd of April 2020 and the following two months after the declared state of alarm has finalized, the tenant may request an extraordinary extension for a maximum period of 6 months, which must be accepted by the landlord, unless they have agreed differently. In addition, although in a normal situation the non-payment of one month's rent allows the landlord to request that the tenant leaves the property, it has been foreseen that once the suspension of all procedural terms and deadlines has been lifted due to the end of the declared state of alarm, an extraordinary suspension of all evictions will be permitted for a period of six months, (commencing the 2nd of April 2020), always providing that the tenant is in a vulnerable economic situation.

12. What happens to victims of domestic violence, people who have been evicted from their homes, the homeless or especially vulnerable people?

They will benefit from the new "Aid Program" that replaces the "Aid Program for people who have been evicted from their habitual residence- State Housing Plan 2019-2020", providing them with immediate housing solutions.

13. What happens to the rental payment of the business establishment if I have had to cease my work activity due to the declared state of alarm?

Since there is no possibility of requesting an extension or suspension on these rental payments, for the meantime, as the Government has not approved any measures for these type of rentals, it is advisable that the tenant and landlord reach a mutual agreement. However, for those commercial premises owned by "EVHA" (Valencian entity of homes and lands), a 3 month extension on rental payments has been approved by the "Consell" (board) for the self-employed and "PYMES" (small and medium company's) economically affected by COVID-19.

14. What are the transitional financing aids (government loans)?

They are part of a rental aid program, called "Aid program to help minimize the economic and social impact of COVID-19 on habitual residence rentals", for individuals who are in an economical vulnerable situation. In regards to the quantity, these grants

can be 900€ per month, 100% of the monthly rental cost, or up to 100% of the capital and interests of any loans requested to pay rental costs. Regarding these grants, the Autonomous Communities will determine the exact quantity that will be granted, always following the established limits, and also a report may be attached from the local or autonomous Social Services that reflect these exceptional and unexpected circumstances (vulnerable profiles) caused by COVID-19.

15. Where can I apply for rental aid assistance?

The aid must be requested by the 30th of September 2020 by the tenant at the corresponding Autonomous Community.

16. What documents must be attached with the aid application?

Full copy of the current rental agreement, expressly including the means and form of payment to the tenant,

Proof of the last three months rental payments, but if the duration of the contract is less than three months, then payments from the initiation of the contract will be attached.

17. For how long can I benefit from the aid?

It may be granted for a period of up to 6 months, and the corresponding monthly payment for the month of April 2020 may be included.

18. To whom and when are these grants paid?

The credit institution (bank) will pay the loan amount, corresponding to the six monthly payments, directly to the person or entity that leases the home, after notifying the owner of the loan. The payment will be made on a monthly basis, unless a different periodicity is agreed, and, where appropriate, with an initial payment that includes the monthly accrued and unpaid from the 1st of April 2020 until the signing of the loan contract. The credit institution must keep proof of each payment that it makes.

19. What characteristics and compatibilities must the co-signed loans and the State grants have in relation to the financial aids established for the tenants of habitual residences?

The following conditions must be met:

1. They may be granted by credit institutions that are members of the COVID-19 CO-SIGNED LEASE LINE (hereinafter, credit institutions).
2. They will be directly granted to the tenants of habitual residence who meet each and every one of the requirements established in this Order.
3. Since its formalization, they will be fully covered by the State guarantee (Ministry of Transport, Mobility and Urban Agenda) and with a subsidy for all the expenses and interest of the loan charged to the Ministry of Transport, Mobility and Urban Agenda (MITMA).
4. They will be direct payments and must be allocated exclusively to the payment of the lease of the habitual residence.

5. They will be compatible with any of the rental aids regulated in the 2018-2021 State Housing Plan and, specifically, with those of the aid program destined to help minimize the economic and social impact of COVID-19 on habitual home leases; without prejudice that the last ones (rental aids 2018-2021) are to be used, where appropriate, to repay the loan.

6. They will be managed with the collaboration of the Official Credit Institute (ICO- State Owned Credit Institution) which, for this purpose, will sign an agreement with MITMA (Ministry of Transport, Mobility and Urban Agenda), to which the Credit Institutions that will grant the loans will adhere.

20. What requirements must the tenants meet in order to receive the aid?

The loans guaranteed and subsidized by the State may be granted to tenants of habitual residence that reside in Spain, with a contract in force signed under Urban Leases Law 29/1994, of the 24th of November, and are in a vulnerable economical situation as a consequence of the public health emergency caused by COVID-19.

21. When will it be considered that the requirement of an economic vulnerability regarding the habitual residence is not met?

When the tenant or any member of the family unit that lives in the habitual residence is a home owner or beneficial owner of a home in Spain. Specifically:

-When the property right is partial and has been gained by inheritance

-For those who, being the owner of a property can prove there is a separation or divorce agreement that prevents them from using the property, or other circumstances beyond their control, or the property is inaccessible due to the disability of its owner or any member of the family unit.

22. What happens if there is more than one person on the same rental agreement?

It will be compulsory for all of them to formalize as borrowers of a single loan contract, to which they will all respond jointly.

23. Will it be required to be up to date with the payment of tax obligations and social security?

No, to obtain these loans it will not be required to be up to date in the fulfillment of tax obligations, Social Security or the payment of obligations for reimbursing of other subsidies.

24. To what conditions are the co-signed loans and State subsidies subject to?

1. They will be formalized through a loan contract between the credit institution (bank) and the lessee (tenant).

2. The total amount of the loan may reach up to 100% of the quantity of six monthly payments, by virtue of the lease agreement for the current habitual residence, with a maximum of 5.400€, at the rate of a maximum of 900€ per monthly payment.
3. The six monthly payments may be applied from the 1st of April 2020 and may not be later than 6 months from the signing of the loan between the bank and the lessee or after the end of the lease or its extensions
4. The initial repayment period may be up to 6 years and a grace period of six months of principal may be agreed. Once the first three years have elapsed from the granting of the loan and before six months from the end of the initial term, a single extension of 4 years of additional amortization period will be admissible, provided that it is accredited to the Credit Institution (bank) that, when requesting for extension, there is still a vulnerability situation and the requirements defined in this Order are all met. When several tenants are included in the loan for the same property, it will be mandatory for all of them to make the request for an extension and all of them will respond in solidarity.

The lessee may cancel or make an early repayment of the financing, and will not incur in any expenses or commissions.

In any case, the cancellation or a total or partial early repayment, will take place immediately in the event that the totality or part of the loan amount is paid, respectively, whether the payment is made by the tenant or by the Public administrations competent in matters of housing or social protection.

5. The guarantee granted by MITMA (Ministry of Transport, Mobility and Urban Agenda) will be provided until the last agreed term of repayment plus an additional 180 days.
6. The contract shall state that the loan will be repaid early by the tenant and the subsidy will be reimbursed plus expenses and interests if it is verified that the tenant has been deceitful, concealing or there is relevant inaccuracy of the documents presented or the responsible declaration referred to in article 4 of this Order.

25. Where are the applications for these grants (loans) presented?

Co-signed loans and State subsidies must be requested by the tenant at the Credit Institution (bank), with the application form available in Annex I of Order TMA / 378/2020, of the 30th of April, by which the criteria's and requirements of the tenants of habitual residence who can access the transitional financing aid are defined, established in article 9 of Royal Decree-Law 11/2020, before the 30th of September 2020 that must be formalized before the 31st of October 2020. At the proposal of the monitoring commission provided for in the agreement between MITMA (Ministry of Transport, Mobility and Urban Agenda) and ICO (State Owned Credit Institution), by ministerial order, these deadlines may be extended until the 30th of November and 31st of December 2020, respectively.

26. How are these loans formalized?

Lessees must prove to the credit institution that they comply with the legally established economic vulnerability requirements. The presentation of the application will imply the

consent of the interested party for the treatment of data by the ICO and MITMA, for the purposes of the current provisions on data protection, as well as the authorization to the ICO and MITMA to be able to consult the tenants fiscal and labour data and to be later transfer to the Ministry or competent authority in matters of housing of the Autonomous Community, with the sole purpose so that they can use the information to analyse the vulnerability situation of the tenant for the application of possible present or future aid.

The Credit Institution (bank) will only grant the loans to the tenants who prove to fulfill the established requirements and provide all the required documentation.

At the time of formalizing the loan, the Credit Institution (bank) must complete the form provided in Annex II of Order TMA / 378/2020, of the 30th of April, and send it to the ICO verifying, prior to the formalization of the guaranteed loan and subsidized by MITMA, that the tenant fulfills the requirements to obtain the aid.

27. What are the causes of the aid repayment?

The Credit Institution (bank) must keep the supporting documentation of the eligibility requirements of the tenant that requests the loan for up to 12 years from the signing of the loan contract. The agreement monitoring commission may reduce this term for loans that are already fully repaid and loans that have not requested an extension.

MITMA may verify at all times that the loans guaranteed and subsidized by the State have been granted to tenants who met the requirements to obtain them; as well as that the amount of those has been destined to the purpose for which they were granted.

In the event that the documentation provided verifies that when formulating the application, the tenant did not meet the requirements to obtain the loan at the time it was granted by the credit institution (bank), the tenant will be required to reimburse MITMA for the payments made by the ICO as a subsidy of expenses and interests, to which interest will be applied.

If MITMA proves that the tenant has allocated the amount of the loan to a different purpose for which it was granted, or that the tenant has been deceitful, concealed or there are relevant inaccuracy in the presented documents or in the responsible statement referred to in the Order TMA / 378/2020, of the 30th of April, will proceed as follows:

- a) If the loan is pending payment, totally or partially, the payment of the outstanding amounts will be cancelled and the tenant must proceed to the early repayment of the loan.
- b) In any case, the tenant will be required to reimburse the expenses and interest paid on the loan; to which amount the default interest will be applied.

In the event that the Credit Institution (bank) classifies a loan as failed, after the exercise of all the actions that in good practice must be carried out by the Institution for the recovery of unpaid amounts and for which the guarantee has been executed, MITMA will request the tenant the reimbursement of expenses and interest paid on the loan; to which amount the default interest will also be applied.

At MITMA, the General Directorate of Housing and Land will be responsible for carrying out the verification and reimbursement actions referred to in this provision.

28. I am a student and I rent an apartment that I am not longer occupying. Do I have to continue paying rent to the owner?

The rental contract is still in force and, up until now, no extension or suspension on rental payments have been legally approved, as it is not considered to be the tenants' habitual residence. However, it is advisable to agree with the landlord on measures to mitigate the effects of this situation, thereby seeking a balance for both parties, for example a reduction of the rental costs. If it is not possible to come to an agreement, legal action can be taken.

29. In the event of signing an accommodation contract with a student residence for the current academic year (September 2019 to June 2020). Do I have to continue paying for the accommodation and other services or (ie. meals, laundry), on the contrary, can I consider the contract terminated due to the impossibility?

In order to be able to modify or even terminate a contract due to force majeure, the circumstances produced have to be totally unpredictable at the time the contract was celebrated and these circumstances prevent its compliance. There is no doubt that the current pandemic situation fulfill such requirements. However, the first thing to do is check the conditions of the accommodation contract to see if the risks are assigned to any of the parties. If there is nothing in this regard, the effects of the declaration of force majeure must be proportionate to the situation, meaning a fair agreement between the parties. This means that the contract can only be terminated when the contract cannot be fulfilled. In the event that nothing has been foreseen in the contract and it isn't possible to fulfill the accommodation contract or other services (such as meals), it is advisable to resolve the contract amicably (for example, the payments that have been made, be put on account for the following academic year, or suspension of the agreement until the following academic year). If an agreement isn't possible, then the contract can be terminated.

30. If when formalizing a rental contract or an accommodation contract with a student residence, I paid a months' deposit, can I request a refund of that monthly payment?

Yes, you can request a refund of the deposit. But you can also consider the possibility of reaching an agreement, by suspending the contract until the next academic year, in which case the refund of the deposit wouldn't be possible at this moment in time.

31. What is a mortgage extension?

It is the extension of an instalment, so the obligation, such as the payment is fulfilled.

32. On which debts can a mortgage extension be applied?

A mortgage extension can be applied to those mortgages or mortgage loans subject to:

- a) Habitual residence.
- b) Properties subject to economic activity carried out by business owner and professionals who have suffered a substantial loss of their income or a substantial drop in their turnover of at least 40%.

- c) When a property is not the habitual residence of the owner, but a property the owners rents out (being the landlord of the property) and has not received any rental payments since the declared state of alarm or the first month after the declared state of alarm finalizes.

33. Who can apply for a mortgage extension?

An extension on mortgages payments can be applied by people who are in an economical vulnerable situation caused by COVID-19. Therefore people who have lost their jobs due to this situation as well as all self-employed people who have had to close their business and have lost at least 40% of their income.

34. Do self-employed and entrepreneurs have any kind of right for applying for an extension on mortgage payments?

Yes, extensions of mortgage payments can also be requested by self-employed or entrepreneurs who are having difficulties in paying mortgage instalments of their business premises or offices, meaning no payments have to be made and in the future the amounts can be paid back in instalments.

35. What requirements are necessary to apply for an extension on mortgage payments and when can I request it?

From the 2nd of April 2020 until 15 days after the declared state of alarm finalizes, is when an extension of mortgage payment, with a mortgage guarantee of your habitual residence, can be requested, in theory until the 3rd of May. The requirements are that the applicant is in an economical vulnerable situation, and specifically:

- 1) That the mortgager is unemployed or has lost more than 40% of his income when self-employed or is an entrepreneur.
- 2) That the income of the family unit in the month prior to requesting the extension, does not exceed generally 3 times the IPREM (1.613,52€). This limit will be increased by 0,1 IPREM per each child of the family unit (1.667,30€) and in the cases of single parents the limit will be increased by 0,15 IPREM per child (1.694,20€). Also this limit will also be increased by 0,1 IPREM for each family member who is over the age of 65 (1.667,30€) and for disabled family members with more than a 33% disability, and dependent or ill family members that are unable to work, the limit will be 4 times the IPREM amount (2.151,36€). The above limits will be increased per child. Lastly the, if the mortgager has cerebral palsy, mental illness or intellectual disability with 33% or more, or has a physical or sensory disability or a 65% disability or more, or a serious illness that incapacitates a person from working or their carer, the limit will be 5 times the IPREM (2.689,20€).
- 3) That the mortgage payment, plus basic expenses and supplies, is higher or equal to 35% of the income received by the entire family unit.
- 4) That the family unit has suffered a significant alteration in its economic circumstances as a consequence of COVID-19.

36. What documents must be presented?

- 1) When unemployed, a certificate issued by the benefit department, specifying the amount of the unemployment benefit or subsidy received per month.

- 2) In the cases of the self-employed or free-lance work, a certificate issued by the State Agency of the Tax Administration or by the competent department of the Autonomous Community, confirming the cease of all professional activity.
- 3) Confirmation of the number of people who form the family unit:
 - The "*Libro de familia*" (*family book*) or documents that confirm a civil partnership.
 - A "*certificado de empadronamiento*" (legal registration certificate) of family members who currently live in the property and also those who have lived in the property in the past 6 months.
 - Certificates of disability, dependency or illness, of family members who are unable to work.
 - To prove the ownership of the property, a certificate from the Land Registry must be presented, this applies to all members of the family unit, with all title deeds of the properties and of the mortgages, if applying for an extension on mortgage payments.
- 4) In the event that the extension of a mortgage payment is for a rental property for which the mortgager has not been receiving the rental payments since the declared state of alarm or the first month after the declared state of alarm finalizes, then the rental contract must be presented.
- 5) A responsibility statement declaring that he or she complies with all the requirements to be considered without sufficient financial resources.

In case of not being able to provide a required document, it can be temporally replaced by a responsibility statement in which the reason for not being able to obtain such document is explained. Once the declared state of alarm has finalized, the document that wasn't able to be presented must be provided within a month.

37. How long will it take for the bank to respond?

Once the request for the extension has been made to the bank, it will have to be put it into operation within a maximum period of 15 days. And, once granted, the bank entity will notify the Bank of Spain.

ECONOMY AND PURCHASES.

1. What happens if I cannot receive a product or benefit from a service that I have already paid for?

If as a result of the declared state of alarm I have not been able to receive a product or have stopped benefiting from a service that I have already paid for, I will have 14 days since the purchase to cancel the agreement or contract. To be able to do this I must have not reached an agreement with the seller. It will be understood that it hasn't been possible to make an agreement after 60 days have passed since cancelling the contract. In the case of purchased products, I will be compensated with the delivered goods minus the expenses incurred. In the case of purchasing a service, the possibilities are either the cash back of what has not been used or the amount can be deducted from future purchases. I cannot be charged new monthly payments until full service has been restored. The company that provides the service cannot terminate the contract/agreement.

2. What can I do if I bought concert tickets before the declared state of alarm and it has now been cancelled?

This is a cancellation of a provision of services, in this case, an agreement can be made or the consumer has a period of 14 days to terminate the contract/agreement, but this can only be done when it isn't possible for both parties to agree in good faith on reviewing the contract, coming to a mutual agreement that benefits both parties.

3. From when it is understood that the parties have not been able to agree on reviewing the contract?

There is no contract review if within 60 days from the cancellation of the service there has been no agreement between the parties. In this case, as the fulfillment of the contract is impossible, the company must give the paid amounts back to the customer.

4. Will I be reimbursed for a combo trip (holiday package) that I paid for before the declared state of alarm and has now been cancelled due to this situation?

In these cases, the travel agency could offer different alternatives, but if they do not satisfy the consumer the contract will be terminated within 14 days (in any case the contract will be terminated in a period of 60 days). If the consumer chooses to terminate the contract, a refund in bonds has been anticipated (to be generally used within a year after the declared state of alarm has finalized), exempting cash returns by the travel agencies. Lastly, the amounts that will be refunded (in bonds), will be the equivalent of the amounts refunded to the travel agencies by the combo trip (holiday package) suppliers.

5. When will the cost of the trip be refunded, if I request the termination of the contract?

The agency will proceed to refund within 60 days from the contract termination date, or from the date the travel agency receives the refund from their holiday supplier/collaborator.

6. Can I defer tax payments?

Yes, taxes that had to be presented and paid by the 30th of May can be deferred, but only if the applicants' turnover for the tax year 2019 was less than 6.010.121,04€. 30,000€ is the maximum amount that can be deferred, for a period of up to six months. Tax submission dates have not be postponed. No interest will be charged for the first 3 months of deferment.

7. Can I defer the presentation of my tax forms?

Yes, Royal Decree Law 14/2020 issued on the 15th of April allows tax presentation to be deferred until the 20th of May, if the applicants' turnover for 2019 was less than € 600,000.

Tax forms with direct debit payments already filed prior to the Royal Decree being issued, will not have payments made to their account until the 20th of May.

8. Can I defer the payment of my property loan?

Yes, as long as it is a habitual residence or the property where as an entrepreneur or professional the economic activity is taken place (work place). Employees who have lost their job due to the declared state of alarm, and entrepreneurs or professionals who in the month prior to the request have suffered a significant decrease in income of more than 40% in their sales can also requested to defer loan payments. In general, the family's income cannot exceed 3 times the "IPREM" ($537.84 \times 3 = € 1,613.52$). Limit that will be increased depending on the family situation (number of children and adults, family members with disability, single-parent homes). In addition, the loan payment plus basic expenses and supplies must exceed 35% of net family income, and the loan burden on family income must have been multiplied by at least 1.3. There is a period of 15 days to request, starting from the effective date of the decree, the 3rd of May. The delay in payment will be allowed up to one month after the end of the declared state of alarm.

9. Can I defer the payment of a credit purchase loan?

Yes, I can defer the loan payment for 3 months to acquire goods other than home purchases. The conditions of the previous question will also be applied to these loans.

10. Even though the educational centres (schools) have been closed, can I receive any aid in regards to feeding my child?

Yes, if a child was eligible for free school meals provided by the Autonomous Community or the Town Hall, the child is still eligible to continue receiving free school meals or the

equivalent economic aid. The child will remain eligible while the educational centre (school) remains closed.

11. Can I obtain financing under special conditions to obtain liquidity?

Yes, the “ICO” (state owned credit institution) will guarantee the application and renewal of loans for companies and self-employed. This can be request until the 30th of September at any financial entity that collaborates with the “ICO”. It will be retroactive to the initial date of the declared state of alarm. The guarantee issued will be valid for the same period of time as the granted loan, with up to a maximum of 5 years. The interests will depend on the amount, terms and whether the applicant is self-employed or a “PYME” (small and medium companies).

12. Am I entitled to any assistance to pay my electricity bills if I am self-employed?

Yes, entitlement to an assistance program for household electricity bills for a period of 6 months starts from the 1st of April. To be eligible, the owner of the property or a member of the family unit must be self-employed and due to the declared state of alarm: 1) is receiving benefits due to the total cease of their activity or 2) has invoiced in the last month 75% less than the average invoice for the semester. Electric bills will be reduced by 25% for the beneficiaries of this assistance program.

This assistance program is conditioned to the fact that the income of the family unit has to be inferior than the “IPREM” weighted by 2.5; 3 or 3.5, depending on the number of children in the family unit. The assistance will end when the requirements are no longer met.

13. What happens if my assistance program ends during the declared state of alarm?

The validity of the assistance program for current beneficiaries, whose assistance program is due to run out, will be automatically extended until the 15th of September. But, future renewal request must be made before the 15th of September 2020.

14. Can electric, gas or water supplies of my habitual residence be cut off for not being able to pay the bills?

No, even when it is not possible to pay the bill or bills, all energy supplies of the habitual residences are guaranteed during the declared state of alarm. During this period, late payments will not be taken in to account, avoiding outstanding bill payment requests or the disconnection of energy supplies.

15. What happens if I have to return a purchase?

The 15 day period for returns has been suspended. This period will restart once the declared state of alarm has finalized.

16. Can I have Access to the funds of my pension plan?

Yes, as long as the beneficiary, as a consequence of the Public Health Emergency is: 1) unemployed due to an ERTE, 2) an entrepreneur who owns establishments that have been closed to the public or whose work activity has been suspended or whose business has ceased, 3) a self-employed person who has previously been part of a Social Security Regime and has ceased all work activity as a result of the public health emergency.

17. What is the time period in which I can access the funds of my pension plan?

Six months since the declared state of alarm went in to effect. The withdrawal must be made within a maximum period of seven business days after making the request, Royal Decree-Law 11/2020, of the 31st of March, and Royal Decree-Law 15/2020, of the 21st of April after presenting the complete supporting documentation, extending the term to 30 days in the case of employment pension plans.

18. What amounts can I withdraw from the pension plan?

The pension fund management entity will establish the amount. According to Royal Decree-Law 11/2020, of the 31st of March states that the maximum amount available will be, depending on each case: 1) loss of income due to an ERTE, 2) the loss of the estimated net income due work activity being suspended and, 3) the estimated net income that has been lost during the public health emergency.

As of the entry into force of Royal Decree-Law 15/2020, of the 21st of April, the maximum amount will be, the lesser amount of the result of a) prorated 2020 IPREM in to 12 payments multiplied by three ($6,454.03 \times 3 = \text{€ } 19,3962.09$) in proportion to the duration of the ERTE or the suspension of work activity, and the maximum amounts contemplated in Royal Decree-Law 11/2020, of the 31st of March, with a maximum computation period equal to the declared state of alarm plus an extra month.

PHASES OF THE DE-ESCALATION PLAN

1. When can I visit my family and friends?

In phase I – From the 11th of May "social contact will be allowed in small groups for non-vulnerable people or people without previous pathologies" who are within the same province.

2. When will people over 65 be able to go out?

They, like other vulnerable groups, from the 4th of May for outings between 10 a.m. to 12 p.m. and 7 p.m. to 8 p.m.

3. When will children under the age of 14 be able to go outside to walk and play?

From phase 0 groups of up to three children can go out once a day within a kilometre from their habitual residence between 12 p.m. and 7 p.m., but always with a responsible adult.

4. When will those who are over the age of 14 be able to go out for walks and sports activities?

From phase 0 they will be able to go out and practice sport alone between 6:00 a.m. and 10:00 a.m. and from 8p.m. and 11 p.m., and must always respect social distancing.

From phase 0 two co-habitant adults can go out once a day within a kilometre from their habitual residence between 6 a.m. and 10 a.m. and 8 p.m. and 11 p.m.

5. When going out for a walk or to play sports, do the time schedules have to be respected?

Yes, except in municipalities with less than 5,000 residents, these residents can go out at any time for walks or to play sports.

6. When will it be permitted to travel to second residences?

In phase II - From the 26th of May, when both residences are in the same province. If both properties are not in the same province, you will have to wait until "the new normality", that is, at the end of phase III, the 22nd of June.

7. When will going to the beach be possible?

In phase III - From the 8th of June, but with capacity will be reduced (to be determined).

8. When will the hairdressers open?

In phase 0 - from the 4th of May. By appointment and protection and social distance must be guaranteed.

9. When will animal groomers open?

In Phase 0 - From the 4th of May. By appointment and protection and social distance must be guaranteed.

10. When will gyms be able to open?

In phase I, from the 11th of May. By appointment for individual exercise. In phase II more capacity will be allowed but times and spaces will still be limited.

11. When will the driving schools open?

In Phase II, from the 25th of May, driving classes will be resumed.

12. When can weddings with guests be celebrated?

Weddings without guests are currently permitted. From phase II, limited guests will be allowed to attend weddings, and starting from phase III, the limitations will be less.

13. When will bars' terraces be open?

In phase I, from the 11th of May, but only a limited capacity of 50% of the terrace can be used. The limitations will be reduced by each phase.

14. When will it be possible to attend the cinema, theatre or concerts?

In Phase II, from the 25th of May, seats must be pre-assigned and capacity is limited to 1/3.

Enclosed performances can be seen with a limit of 50 people with 1/3 of the capacity and in outdoor spaces there is a limit of 400 seated people.

15. When will it be possible to assist mass?

In Phase I, from the 11th of May, with 1/3 of the capacity. In Phase II capacity will be extended to 50%.

16. When will students be able to return to classrooms?

From September. But from Phase II, schools for children under the age of 6 will reopen for parents who have to balance their work schedule with the care of their child. Also Academic support centres may also open to assist students who are preparing for their University Access Exams (EBAU).

17. For how long will remote working continue for?

Remote working is still the recommended option during de-escalation phases, lasting until Phase III, that is, until the 8th of June.

18. When will hiking, or going to the mountains be possible?

From Phase 0, 2nd of May, you can walk, run, etc. for 1 hour individually and without traveling by car to do so.

From Phase I, 11th of May, you can do active and nature tourism for very limited groups, without leaving the province of residence.

In Phase II, from May 25, you can do active and nature tourism for larger groups, without leaving the province of residence.

In Phase III, from June 8, you can do active and nature tourism, the only restriction is not being able to leave the province of habitual residence.

19. Is de-escalation plan applied the same in all Autonomous Communities?

No. Depending on the evolution of the pandemic, the beginning of the phases may vary from one Community to another.

GLOSSARY OF TERMS

Responsible adult: A person of legal age who lives at the same address as the child or is a household employee who cares for the child. When the responsible adult is not the parent, legal guardian or foster parent, must have an authorization.

Assistance program for electricity bills: it is an extraordinary measure applied due to COVID-19, by which vulnerable consumers can benefit from a 25 % discount on their electric bills when certain requirements are met, or a 40% discount for severely vulnerable consumers that meet the established requirements. In addition, consumers who are socially excluded –who are under the care of the social services of an autonomous or local administration that pay at least 50% of their electricity bills, will not have to fulfill these payments, and in the temporary cases of not being able to make the payment, the electricity supply cannot be cut off.

“Rebus Sic Stantibus” clause: it is possible to request that a judge modifies or even suspends a contract when, in the event of a substantial and sudden change of current circumstances, an economic imbalance is caused between the contracting parties, making it difficult or even impossible for one of the parties to carry out their obligations.

Deflation: this occurs when product prices drop generally due to a decrease in the demand, for example when there is an economic uncertainty consumers decide to save their money, or when companies have much more goods in stock than what they sell, this creates an imbalance between supply and demand.

This has a negative impact on the economy, such as an increase in unemployment rates and consumption decreases. It can be associated to terms such as depression, recession or economic crisis. To enable a solution, the suggestions are the lowering of prices and the increasing of loans.

“EPI” (PPE): are Personal Protective Equipment. They can be any means or device that a person can wear or use in order to protect themselves against one or more risks that may threaten their health and safety. The PPE’s are essential elements in risk controls and it is fundamental that the user knows how to use them correctly in their work place.

“ERTE”: is a Temporary Employment Regulation Record. This procedure can be used by companies who have had to partially or totally cease their work activity and subsequently suspend temporarily or permanently their employees work contracts or reduce working hours between a 10 and 70%, due to objective reasons (such as economical, technical, organizational or productive) or to force majeure.

“ERTE” (Temporary Employment Regulation Record) due to objective reasons (such as economical, technical, organizational or productive): To justify the approval of an “ERTE”, it is necessary to prove that one of the objective reasons are in fact occurring to the company: Economic reasons occur when the company is currently in or foresees a negative economic situation, or the persistent drop in ordinary sales (income). Technical reasons occur when there are changes in the field of means or of the instruments of production. Organization reasons occur when there are changes in the personnel work systems and in the methods or way in which the production is organized. Productive reasons occur when there are changes in the demand of products or services that the company offers.

“ERTE” due to force majeure: the suspension of work contracts or reduction of working hours that are caused by measures adopted as a consequence of COVID-19, are considered to be caused by force majeure, such as, the declared state of alarm that implicates the suspension or cancelation of activities, temporary closure of highly trafficked public areas, restrictions on public transport and, and in general, the mobility of people and of goods, also when activities cannot be continued due to an important lack of supplies, or in an urgent and extraordinary situation, in which the employees have been infected or they are self-isolating as decreed by the health authorities, and can be accredited appropriately.

State of Alarm: The Spanish Constitution anticipated that some fundamental rights may be suspended when an Emergency Situation (“*Estado de excepción*”) is declared, such as is the State of Alarm that is declared by the Government when serious disturbances of normality occur (for example catastrophes, calamities or public misfortunes, earthquakes, floods, fires, public health emergencies such as epidemics and serious contamination situations, shortages of basic necessities), for a maximum of 15 days, that can be extended by the Congress of Deputies. The measures that can be adopted during this state of alarm, may affect the exercise of certain rights such as: limit the circulation or presence of people at specific times and places; Temporarily confiscate all kinds of assets; Temporarily take over and occupy industries, factories, workshops, operations or commercial premises of any kind, with the exception of private households; Limit or ration the use of services or the consumption of essential items; Issue the necessary orders to ensure the supply of goods.

Expenses and basic supplies: The Royal Decree-Law 11/2020, of 31st of March, contain the cost of electric, gas, oil, water, mobile and fixed telecommunications services and community owners fee, of the habitual residence.

Holder: natural person or legal entity that owns more than 10 properties, excluding garages and storage units, or constructed areas of more than 1,500 square meters.

Limiting the freedom of movement: it is a restriction of freedom to go from one place to another, applied due to COVID-19; specifically, you cannot leave your home except if you are travelling to your workplace (from Monday the 30th of March, or the 31st of March, and Thursday the 9th of April in regards to essential activities), to the supermarket, to a chemist, dog walking, going to a hospital or medical centre, meaning you are to stay at home.

Containment measures: It consists in the act and the result of self-containing or the containing of something. In the current situation the containment measures are those adopted by the Government to prevent the spreading of COVID-19, also known as Coronavirus.

- Containment measures in the educational and learning centres: Suspension of all educational activity.
- Containment measures in cultural activities, recreational activities, hotels, restaurants, among others: Suspension of mass events, suspension of work activities that are highly exposed to the public, etc.
- Containment measures in places of worship and in civil and religious ceremonies: to avoid crowds in these types of places.

The clearest measure in this case is for the population to stay in their homes and when out to keep the distance of 1 meter between people.

Extension of mortgage payments: It consists in the temporary postponement of the obligation to pay the monthly mortgage instalment to the bank.

Recoverable paid leave: due to the public health emergency containment measures like restricting the public's mobility are needed, that is why the "recoverable paid leave" has been approved, this compulsory permit is granted to all non-essential workers. This permit will not be applied to companies who are using or who have already requested an "ERTE" to suspend all work activity, but companies who have opted for an "ERTE" for a reduction in work hours will be able to combine with this permit. It will not apply to remote work (working from home). The duration of this permit will be from the 30th of March until the 9th of April. Workers who cannot provide their services will still receive their total amount of salary, and their employer is obliged to pay their Social Security contributions. The lost time will have to be made up by the employee after the declared state of alarm has finalized, this decision will be mutually agreed by the employer and employee, and minimum breaks must be respected.

Extraordinary allowance for the cease of activity of self-employed affected by the declared state of alarm: this extraordinary benefit is destined to all self-employed, wherever they are entitled or not to the protection program for cease of activity provided by the General Social Security Law (LGSS). All self-employed who have had their work activity suspended or can prove their income has been reduced by 75% due to the declared state of alarm can receive this benefit. The duration of this benefit is of one month, but it could be extended monthly until the declared state of alarm is finalized. The amount of this benefit is 70% of the contribution base of the previous 180 days. To be entitled it is necessary that the self-employed was registered previously to the declared state of alarm and is up to date on contribution payments, if not 30 days will be granted to catch up on outstanding payments.

Bonus: it is an amount of money that is given in addition to what is due as an incentive, meaning it is a sum of money that is rewarded for fulfilling a job. It can be obtained when the employer wants to increase productivity, improve the work performance or reward workers for certain circumstances. For instance, due to the current situation caused by COVID-19, many companies have felt obliged to increase employees' wages due to the risk of exposure, establishing a bonus. However, it has nothing to do with the so-called risk premium, which is the extra cost a country has to pay in order to access market financing.

Royal Decree-Law: It is a mandatory governmental rule, created when extraordinary and urgent measures are needed. It is characterized by its duration, as it is a temporary rule, needing to be approved by Parliament (*Congreso*) within 30 days. The "Royal" adjective is added because of the Spanish Monarchy, but a Royal Decree- Law (that is in fact a Law) shouldn't be confused with a Royal Decree (they are regulations).

Reduced workdays: It is the temporary reduction of the working day between a 10 and 70% on a daily, weekly or monthly base. Salaries and bonuses are reduced in the same proportion as is the working day, but holiday time is not affected. This is a temporary measure that is needed so companies can overcome the current situations. Employees can request unemployment benefits to cover the reduced working hours (that have caused a reduction in their income), the same terms as with an ERTE will be applied.

Fines for disobeying containment measures: whoever disobeys the containment measures that are in place to prevent the spreading of COVID-19 established by the Government may face economical fines, the quantity of said fines will be determined by the severity of the act, or even may face prison sentences for disobeying the authority.

Suspension of Administration deadlines: all current procedures that are related to the Public Administration have been put on hold, either by the citizens or the Administration itself.

Contract suspension: some contracts can be put on hold temporarily, without being terminated. Meaning, the parties' obligations cease during this temporary suspension, but the contract still

exists. For example, the suspension of a rental contract would imply the ceasing of a person using a good and having to pay a price for so.

Suspension of work contracts: work contracts can be interrupted (put on hold) temporarily by both parties, meaning the employers obligations, to pay a salary, and employees obligations, to work for the employer, are ceased during this period of time. The cease can affect full working days, a continued period of time or alternative days. These days will be deducted from wages as well as the corresponding holidays.

Family unit: for the purposes of the Royal Decree-Law 11/2010 of the 31st of March, the family unit is understood to be made up of the debtor, not legally separated spouse or civil partner and children, regardless of their age who live within the property, includes those under guardianship or foster care and their not legally separated spouse or civil partner who live within the property.

Combo trip (holiday packages): holiday packages include at least 2 of the following services: transport, accommodation and other services such as airport drop off-pick up, organized outings, rental of vehicles, when the services provided during a period of more than 24 hours or for one night.

