

## **General conditions**

This is a translation of the original general conditions. Due to possible translation errors only the [Spanish version](#) is the legally binding version.

### **Article 1: Definitions**

**1.1** The school: Lingua Schools Granada S.L. CIF B19638279, also referred to as Linguaschools Granada or SHM.

**1.2** Service provider: The transport company, accommodation agency, landlord/lady, travel company or other service provider with whom the student reaches an agreement, with or without mediation of the school. The service provider is responsible for the execution of the agreement.

**1.3** The student: this can be the student or the person or company (such as an agency) who represents the student.

### **Article 2: Agreement and enrolment**

**2.1** Unless mentioned or agreed otherwise, the agreement is valid after the student has completed the enrolment form on the school's website or in writing and has completed at least the (non-refundable) deposit, also called 'down payment'.

**2.2** The student is obliged to verify availability for enrolments made within 7 days (course only booking) or 14 days (course and accommodation booking) prior to the start of the course, by contacting the school. Only when the school confirms the availability the agreement is valid.

**2.3** The agreement and general conditions are subject to the Spanish law. Any dispute will be settled in a Spanish court of law.

### **Article 3: Payment**

**3.1** Unless mentioned or agreed otherwise, the student is obliged to pay the remaining sum to the school on the first course day, before the course start. The remaining sum is the total sum minus the down payment as mentioned in art. 2.1.

**3.1a** The total sum consists of the costs of the course, accommodation and any other extra services or fees.

**3.1b** The total sum communicated is considered to be the price per person, unless otherwise indicated.

**3.1c** The total sum is based on the prices, values, rates and taxes as known to the school on the day of enrolment.

**3.2** When making a payment by bank transfer, the student is obliged to pay the total of fees charged by the bank. Only the net amount is regarded as the payment.

**3.3** When the student chooses to pay by bank card or credit card a surcharge might apply, to be paid by the student.

### **Article 4: Language course, accommodation and activity program**

**4.1** On public holidays there will be no classes. Missed classes because of a holiday will not be made up for, but the school can decide to deviate from this condition and recuperate half of the lost class during the corresponding week.

**4.2** Unless stated otherwise, the minimum number of participants to confirm a group is 2. In case there are fewer students in a certain group, the school retains the right to reduce the number of hours proportionally.

**4.3** Depending on the students' volume and the classrooms availability the school retains the right to determine the timetable of the lessons and/or have classes take place in classrooms outside the school main building.

**4.4** Course materials, examination fees, airport transfers, and the cost of activities and excursions are not included in the course price, except where specifically stated.

**4.5** The student is obliged to follow the accommodation rules provided by the school and/or the landlord/landlady. These rules can contain not being allowed to bring over visitors.

#### **Article 5: Documents**

**5.1** The student is responsible for having the correct travel documents and arranging a sufficient insurance that covers costs for accidents, illness, loss of personal property, etc. Students are not covered for any illnesses, accidents, loss of personal property (neither at their accommodation nor in or out of the classroom). Neither the school nor the service provider can be held responsible.

**5.2** In case the student needs the letter of acceptance for the visa application, this letter can only be issued by the school if the enrolment form has been received and the total sum for the course and accommodation has been made in advance. In case the letter has to be sent by express mail, an extra fee will apply.

**5.3** In case the visa application fails, the school will refund the total amount paid to the student minus an administration fee of 250 EUR. This refund will only be done when the student meets the following requirements:

**5.3a** The school receives a written notice by the student of the failure of the visa application at least 14 days prior to the arrival date. If there is no accommodation reserved, the first day of the course is regarded to be the arrival date.

**5.3b** The school receives a copy of the official letter of visa denial from the embassy or consul where the student has applied.

#### **Article 6: Cancellation and modification by the student**

**6.1** Only a written notice of cancellation by the student is accepted as a cancellation. The deposit and any other type of payment are nominative and not transferable. The date of cancellation is regarded to be the date on which the written notice was received by the school.

**6.2** In case the agreement is cancelled by the student, the following rules apply:

**6.2a** In case of cancellation up to 28 days before the arrival date the student is entitled to a refund of 100% of the fee for the course, accommodation, airport transfer and special programme minus the deposit.

**6.2b** In case of cancellation from the 28th day (including day 28) up to 14 days before the arrival date the student is entitled to a refund of 100% the course, accommodation and airport transfer minus the sum of the deposit and the fee for 1 week of accommodation, when applicable.

**6.2c** In case of cancellation from the 14th day before the arrival date: the student is entitled to a refund of 50% of the course, accommodation and special programme fee after deduction of the sum of the fee for the airport transfer, 1 week course, 1 week accommodation and 1 week special program. So in case the student has reserved for only 1 week, there is no refund.

**6.2d** In case of cancellation on the arrival date or later: the student is not entitled to a refund.

**6.3** Modification of the reservation by the student such as, but not limited to, a postponement should be requested by written notice. In case of a modification request, the following rules apply:

**6.3a** Requests for modifications up to 28 days before the arrival date are subject to availability.

**6.3b** Requests for modifications from 28 days before the arrival date are generally not possible. In case of it being possible, an extra fee of 50 EUR will be charged.

**6.3c** The modification is only valid when confirmed by the school and when the student has paid the total sum as described in art. 3.

**6.3d** In case of a cancellation within 14 days after the date of modification, the initial arrival date is regarded to be the arrival date.

**6.4** Apart from the cancellation fee, the student is obliged to pay all other fees than the course and accommodation fees.

**6.5** If there is no accommodation booked, the first day of the course is regarded to be the arrival date.

**6.6** In case the total sum minus the refund is higher than the amount the student has paid, the student is obliged to pay the difference to the school within 14 days after the date of cancellation.

#### **Article 7: Cancellation and modification by the school**

**7.1** Only serious circumstances give the school the right to cancel or modify the agreement. This refers to circumstances, which can influence the quality or execution of the course and stay.

**7.2** If the school cancels or modifies its programmes, it is obliged to communicate this, including reasoning, to the student.

#### **Article 8: Liability of the school**

**8.1** The school cannot be held responsible for actions or negligence of the service providers concerned nor for the information supplied by them.

**8.2** Complaints about the execution of the agreement, the course, accommodation and transfer service, should be reported immediately, or at least within 24 hours, to the school's secretary.

#### **Article 9: Age, late arrival or absence**

**9.1** The school's language courses are for anyone with a minimum age of 16 years. For certain courses exceptions are made. In case of a booking by a minor, the registration form has to be completed with a signature by the parent or legal guardian.

**9.2** When the student arrives late or is absent on a day of the course, being justifiable or not, there will be no refund nor compensation with a free extension of the course.

**9.3** In case of a serious disciplinary offence, repeated bad behaviour or infringement of the law, the student will be expelled from the school and accommodation contracted with the school without the right to any refund. Any damages will be charged to the student.

#### **Article 10: Copyright and protection of data**

**9.1** The school reserves the right to use all possible photos taken during the student's stay unless the student declares otherwise on the day of arrival at the school.

**9.2** In compliance with Spanish Law 15/1999, December 13, regarding the protection of personal data, the student's data will be stored and processed in a database owned by the school, solely for the commercial and operative purpose of the school. Unless you explicitly express otherwise, the school may use your personal data to keep you informed of news and developments related to our services.

**9.3** The student has the right of access, rectification, cancellation and opposition of the personal data by email or by letter to the address mentioned on the website, accompanied by photocopy of a personal ID card.