# General Terms and Conditions of Instituto de Idiomas Ibiza

Minimum age in adult courses: 18 years
Minimum age in family courses: 4 years

Starting dates: Weekly on Mondays

Lesson duration: 45 minutes. The class language is always the target

language.

## **1.Enrolment Procedure**

- The student has to fill in the enrolment form online or in the Microsoft Word version and send it to us by e-mail.
- In case of course participants who have not reached the age of 18, the parent or
  guardian of the course participant must sign the enrolment form, give his or her
  exact address and national identification number and sign a consent. The
  contracting parties are either the adult student or the legal representative of the
  underage student and Instituto de Idiomas Ibiza S.L.
- The student has to pay the deposit of 200€ (not refundable) when making the reservation and will receive the reservation confirmation immediately upon receipt of the registration form and deposit.
- The balance payment has to be paid at least two weeks prior to the beginning of the course by transfer, credit card or in cash.
- The student has to send us his/her VISA or MASTERCARD information via e-mail using the school addresses, and please make sure to indicate the exact amount that he/she are authorizing us to charge to his/hercredit card.
- If the student choose bank transfer as payment, the account details are:
  - Account number: ES23 2100 0056 1102 0113 6218
  - Account holder: Instituto de Idiomas Ibiza
  - Bank: La Caixa / Caixabank
  - Bank address: Calle Joan Xico 1, 07800 Ibiza,
  - Spain
  - IBAN: ES23 2100 0056 1102 0113 6218
  - SWIFT: CAIXESBB
  - Please note that all bank charges of your bank have to be paid by you as otherwise we will have to reject the payment. Please indicate shared costs or SEPA
- All program fees must be paid at least 2 weeks prior to arrival.

#### Services included in the fee:

- language classes
- personal feedback and assessment on the level test
- personal availability of all teachers for consulting
- continuous monitoring of the learning progress
- certificate of participation with a detailed description of the student's knowledge level
- free use of our facilities
- 24 hour emergency number
- some leisure activities

# Not included in the fee:

- travel costs
- examination fees
- some leisure activities (horse riding, diving, fishing and others)
- pocket money
- personal insurance cover for illness, accident, theft, cancellation, etc.

## 2. Cancellation & Refund Policy

- All cancellations must be notified in writing to the Instituto de Idiomas Ibiza by e-mail (info@ii-ibiza.com). Cancellations not received by one email will not be accepted
- For cancellations made a up to a month before the course is due to start, the school will refund all fees paid except the non refundable deposit of 200€.
- For cancellations made between a month and a week month before the course is due to start, the school will refund all fees paid deducting from them 25%
- of the total invoice as well as the non refundable deposit (200€) that will be kept as a cancellation fee.
- In cases where a cancellation is made a week or less before the course start the school will return all paid fees deducting from them 40% of the total invoice and the non refundable deposit (200€) that will be kept as cancellation fee.
- In no case money will be refunded once the course or accommodation period has started.
- The Instituto de Idiomas Ibiza cannot be held responsible for cancellations due to Act of God, health or personal problems.
- No refunds will be given to students who shorten the booked package or miss lessons for reasons not related to the Instituto de Idiomas Ibiza.
   All refunds will have an administration charge of 10% (a minimum of 25€) of the
- refunded amount. • Any change of accommodation or program after arrival will incur a fee of 25  $\!\!\! \in$  .
- If the student wants to change the class days one week or less before the start
  of the program a fee of 50€ will be charged for the change.
- The first week break during the course is free of charge (provided it is informed before the Friday of the previous week). Any further break during the program will incur a fee of 50€ (25 € for the amendment of the course and 25€ for the amendment of the accommodation). This must be agreed with the Instituto de Idiomas Ibiza. The student must inform the school about the exact date when he/she will continue his/her course no later than the Thursday before the break and it will be subject to availability. The student will lose the remaining weeks if he/she does not continue the course within 4 weeks after the last class.

## Refusal of Visa

• Evidence of visa refusal is to be sent to the school by email.

# Change of Accommodation – Host Family Accommodation

- If a student changes from one host family to another host family, an administration fee of 25€ will be charged; the administration fee will also apply if the student changes to any other type of accommodation.
- If a student changes to accommodation of a superior category, the student will also be charged the difference in price.
- There will be no refund if a student changes to accommodation of an inferior category.

#### Meals - Host Family Accommodation

- Students staying in host families who have booked breakfast will receive a continental breakfast including tea or coffee with milk, and an adequate amount of bread or pastry or cereal.
- Students must respect the meal times established by their family. Students should inform their family about the foods they like and don't like.
- If the student would like to cook, he/she must agree this with the host family

#### Inspection of Accommodation

- Management or staff can enter to check the accommodation whenever they deem it necessary. Pots, pans, plates, cutlery etc. must not be moved from one accommodation to another. When inspecting the accommodation on departure, clients will be charged for missing items even if they are in another accommodation.
- Posters, photos, postcards, etc. must not be stuck on to the walls; this is to avoid damaging the plaster – a minimum fee of 25€per room will be charged for touching up paintwork.
- Students are responsible for missing items of inventory, breakages and damages in their accommodation; therefore, it is in the interest of the students who are sharing accommodation to ensure that any damage caused in their accommodation is reported to management immediately.

## Keys

- Every student will be given his / her own room key. Students staying in the shared apartments will be charged 25€for missing or broken keys.
- In the case of accommodation with host families, if students are given a copy of the house key and this is lost, they will have to pay the full cost involved to replace the door lock.

## 5. Airport pick-up services

- The flight information (place, date, hour and flight number) must be confirmed in writing at least one week prior to arrival. Otherwise, the Instituto de Idiomas Ibiza will not be held responsible for picking up the student at the airport and there will be no refund.
- If the student cancels the airport pick-up service less than one week prior to arrival he/she will lose his/her right to a refund of the cost of said service.
- In the event of any delay or changes in flight information without previous notification, the Instituto de Idiomas Ibiza will not be held responsible for picking up the student at the airport.
- LAST MINUTE CHANGES can be made under the emergency number any time up to 2 hours before the scheduled arrival. No change can be made once the driver has set out for the airport.
- The student, who has booked, should follow the received procedure once
  the transfer is confirmed. The transfer office is open 24 hours every day of
  the week, Sundays and holidays included. If the student does not take the
  transfer previously booked, no compensation will be offered in any case.
- The emergency number for arrival problems is +34 656 83 62 41 (Urbis is the company).
- If you lose your luggage, you should explain your situation to a guard on duty. Then, you should try and look for the Instituto de Idiomas Ibiza driver who will be waiting just outside the luggage reclaim area, and let him know about the problem. This way our staff will assist you with the claim and the transfer is guaranteed!
- We always do our best! The basis for all arrival information is the Spanish Airport Authority AENA – Ibiza Airport arrivals website. Our staff check their website information. If the flight is delayed, the pickup time is postponed, whether or not you have communicated the incident. However, as mentioned above, it is your responsibility to inform us of any changes of which you are aware, as sometimes AENA cannot offer full and complete information.

# **6.General Policies**

## Insurance

- Students should have a comprehensive health, accident and travel insurance policy which would cover them from the enrolment start date until the enrolment end date (coverage for cancellations, loss and theft of baggage and personal belongings, emergency evacuation, and for any other eventuality that may occur should also be included).
- The School shall in no way be held responsible for any costs incurred as a
  result of the student having no or insufficient insurance cover. The
  Instituto de Idiomas Ibiza reserves the right to be fully reimbursed for any
  medical or related costs it may incur on behalf of the student who requires
  urgent medical attention. Unless liability is legally imposed, the school will
  not accept any liability in the case of illness, accident, loss, damage or
  injury to personal effects or property.

- If an entry visa is not guaranteed and the Instituto de Idiomas Ibiza is informed by email 8 days or more before the enrolment start date, a full refund, minus the registration fee, bank charges and courier fees (if applicable), will be sent to the student.
- If the school is informed 7 days or less before the enrolment start date, a
  cancellation fee, equivalent to the cost of one week (course, accommodation,
  registration fee, airport transfers, etc.) bank charges and courier fees (if
  applicable), will be charged.

## **3.Courses Policies**

#### Level change

Students who would like to change level during their stay should talk to the Academic Director. The student will be asked to take a test before being moved to the next level. Course Certificate

Students are awarded a course certificate at the end of their course at Instituto de Idiomas Ibiza. They must have attended at least 80% of the classes in order to get it.

### **Course Change**

- Students who would like to change their course during their stay should talk to
  the Academic Director. Additional charges will apply in the case of upgrades to a
  different group or person-to-person course; however refunds will not be given if
  students change to a course of a lower value.
- Change from a group course to a person-to-person course is only possible if the price-difference between the two courses (with the same number of lessons) is paid.
- The Instituto de Idiomas Ibiza reserves the right to change any part of the
  package to another type of similar or better standard where circumstances
  beyond the school's control necessitate such changes -in this case no charges
  will apply.

#### **Reduction in Lessons**

- If the number of students participating in a particular level is less than 3 people, the schedule will be reduced to 2 (two) lessons per day instead of 4 (four).
- In case of new incorporations to reach 3 people during the course, normal lesson times will be resumed.

## **4.Accommodation Policies**

#### Check-In

- Check-in is on Sunday before the course begins from 1:00 p.m. onwards. If the student arrives before 1:00 p.m. and he/she prefers immediate access to his/ her room, the Instituto de Idiomas Ibiza recommends that the accommodation is reserved from the night before.
- If the student arrives before Sunday, he/she will need to book the corresponding additional nights
- The student should inform us about the exact arrival time. The Instituto de Idiomas Ibiza will inform the student about the process to enter the accommodation and where to receive the key. If the flight is late the student must call the emergency number before boarding the late flight.
- The emergency number for arrival problems is +34 640 513 814

## Check-Out

 Check-out is on Saturday after the course ends at 11:00 p.m. If the student will leave after Saturday, he/she will need to book the corresponding additional nights.

# Damage Deposit

- Upon check-in students staying in the shared apartments will be asked to leave his/her credit card details as a guarantee. The Instituto de Idiomas Ibiza will not charge or block any amount on the card. Only the amount corresponding to any cost that may incur in respect of missing items of inventory, breakages, damages or excessive cleaning that students may cause during their stay, will be charged to the card.
- If the student does not have a credit card, the damage deposit will be paid in cash (150°) when checking-in. It will be refunded (in full or part thereof) on check-out, upon presentation of the damage deposit receipt and after the accommodation has been inspected. In any case, it will be refunded before that moment.
- When checking out, staff from the Instituto de Idiomas Ibiza will check the
  accommodation before refunding the damage deposit to the student. If a
  student leaves before the inspection, management reserves the right to refund
  the damage deposit at a later stage. In order to be checked, the accommodation
  has to be vacated and keys returned.
- Management reserves the right to fine students where disturbances to other clients or third parties have been reported. In these cases the fine will be charged to the credit card or will be taken from this deposit.
- It is very important to note that students' liability is not limited to 150€ and the
  Instituto de Idiomas Ibiza reserves the right to charge extra money or take any
  other necessary measures as and when required.

# Cleaning of the shared apartments

- Cleaning of the accommodation takes place on a weekly basis, missing items will not be replaced. Cleaning includes washing of floors and bathroom/s, and dusting of furniture; cleaning of plates, pots and pans is <u>not</u> included.
- Even though cleaning is provided, students are to keep their rooms tidy to make cleaning easier after check-out and must throw all their rubbish into the large public skips situated in the street on a daily basis.
- Rubbish is not to be left to accumulate indoors as this will attract ants and cockroaches (you might not know them from home, but in a Mediterranean climate they appear always during the summer months).

## Change of Accommodation – shared apartments

- If a student changes from one accommodation to another accommodation of the same category, an administration fee of 25€ will be charged.
- If a student changes to accommodation of a superior category, the student will also be charged the difference in price.
- There will be no refund if a student changes to accommodation of an inferior category.
- The respective hotels' policies will apply for students staying at a hotel.

#### Safety and Security

- Although a number of security measures are in place to ensure that the school and accommodation are safe, personal objects are the individual's responsibility. Students are advised to take care of their belongings and never leave them unattended.
- Students' possessions are not covered by the school's insurance policy and the directors, management or staff cannot be held responsible for the theft, loss, or damage to students' valuables even while being held for safekeeping.

#### **Damages**

- The full cost must be paid by students causing any damage to the school or accommodation, or during any service provided by the Instituto de Idiomas Ibiza or its sub-contractors.
- In the case of damages caused in shared accommodation, all students in the respective accommodation will be held equally responsible if no single student accepts responsibility.
- Breakages and damages will be charged as they arise.

#### Complaints, Queries, Problems and Issues

- Instituto de Idiomas Ibiza follows EU and Spanish law on Complaints
   Procedure. Copies of both the Balaeric Islands government forms and the
   Instituto's forms are available at reception and <a href="https://tinyurl.com/iii-complaints">https://tinyurl.com/iii-complaints</a> and <a href="http://www.caib.es/govern/rest/arxiu/1118935">https://www.caib.es/govern/rest/arxiu/1118935</a>
- regarding courses, accommodation, or any other service provided by the Instituto de Idiomas Ibiza or its sub-contractors are to be registered with any member of the management team at the school reception verbally at the time of occurrence. We strongly recommend a follow up in writing (by email or whatsapp) within 24 hours.
- Queries, problems or issues cannot be resolved unless this procedure has been followed. No complaints and / or claims for compensation will be accepted by the school if queries, problems or issues are brought to the school's attention more than 24 hours after its occurrence or after the enrolment end date.

#### Expulsion/Reasonable Behaviour

- The Instituto de Idiomas Ibiza expects all its students to be polite and considerate towards staff, families, students and the public in general.
- The school may, without being held liable in any manner whatsoever, exclude students from any service applied for, if, in the opinion of the directors, management or staff they appear likely to endanger their own health, safety or comfort, or that of other students, sub contractors or third parties, or damage the property or reputation of the school,.
- If a student regularly disregards schooland / or accommodation policies
  and rules, the directors, management or staff reserve the right to expel the
  student. There will be no refund, and in the eventof repatriation, the
  Instituto de Idiomas Ibiza shall have the right to reclaim anycosts incurred.

## **Policies and Rules**

- All students are bound to abide by the policies and rules of the Instituto de Idiomas Ibiza and by the laws governing the country. When a reservation is made by an agent or third party, the person making the booking is responsible to inform the student about the Instituto de Idiomas Ibiza terms, conditions, policies and rules. The school's policies and rules are provided in the Student Manual and other literature supplied and on the Notice Boards.
- Ignorance of the policies and rules will not be accepted as an excuse for non-compliance and may lead to expulsion of the student from the Instituto de Idiomas Ibiza.

## **Data Protection**

- By submitting their information, students agree to the storage and use of the information by the Instituto de Idiomas Ibiza.
- All information collected by the school will not be passed on to any other
  organization or third party and will bestored and processed in accordance
  with the Data Protection Act of the country and EU GDPR 2018 legislation.

# Force Majeure

 The directors, management or staff cannot be held responsible for failure to comply with any of their obligations if this is due to a situation beyond the school's reasonable control. No compensation will be offered by the Instituto de Idiomas Ibiza.

# Photography and Filming

 The Instituto de Idiomas Ibiza may ask permission to use photographs taken during a student's stay to illustrate its promotional material. If a student wishes that his or herphoto should not appear in this material they should write to the school within one month of the photo-shoot. These photos have no commercial or contractual value. The same applies for video footage taken during a student's stay.

## Supervision

The Instituto de Idiomas Ibiza does not provide supervision to students whobook an adult course, irrespective of their age.

# 7. Contracting parties/guarantee

The contract is concluded between the contracting party as defined above and the Instituto de Idiomas Ibiza S.L., Avenida Ignacio Wallis 32, 07800 Ibiza, Spain.

# 8. Applicable law, jurisdiction

Spanish law exclusively shall be applicable to the present contract. As the courts of Ibiza, Spain which have been set as the place of jurisdiction, expressly waiving their own jurisdiction if it were another.

The above General Terms and Conditions shall in no way restrict the general applicable rights of the contractual partner