

GENERAL CONDITIONS OF THE CONTRACT SIGNED WITH THE CENTRO DE ESTUDIOS LUIS VIVES – ESCUELA DE ESPAÑOL

Madrid, 2024

- 1. The student will pay the course in advance**, between 1st and 5th days of the month (or the next working day if 5th day is a holiday). In case of non-payment after this period, the student cannot attend classes. If a student doesn't attend classes or cancel the course the center will not refund any money from this month. The monthly payment doesn't depend on the number of school days in the month. Learning offered by Centro de Estudios Luis Vives is VAT-exempt according to Law 37/1992. Courses have an end date according to the official exams that students are preparing for. The center will inform students about dates of exams by different social media applications. Student fee is renewed automatically every month (or every 4 weeks in some particular courses) to guarantee student reservation place. Because of this, if students want to cancel their fee, they must notify by e-mail their cancelation at least 15 days before the end of the current month. Otherwise, students must pay the next monthly payment.
- 2. The registration certificates whose expedition is requested to the center shall solely issue on the amounts formerly paid by the student.** If any certificate is requested on the course in advance to its payment, it will be necessary to pay the whole course or, in case of monthly payment courses, a fraction of the total amount at the time the certificate is issued. This amount will previously be coordinated on by the School and the student. This amount will be considered a deposit and kept by the School until the completion of the course by the student. This deposit will be entirely refunded to the student, provided that this contract has been completely fulfilled, and all the monthly fees have been paid, within the whole period certificated by the school.
- 3. Certificates of attendance and progress issued by the Center**, required for the extension of visa, application for N.I.E. and other arrangements with the Spanish Public Administration, **will be issued only if the student has attended at least the 85% of the hired lessons.**
- 4. Cancellation and return policy.** In the event a student decides to cancel his or her enrolment in the course:
 - a) If such cancellation takes place within 15 calendar days or more prior to the start of the course, the Centre reserves the right to change the student's enrolment to the online mode. The student acknowledges the Centre's power to provide the course in online mode, and that this mode is similar to the face-to-face course, including all the necessary resources for the acquisition of the content. However, due to the differences between face-to-face and online learning, the Centre undertakes to ensure the proper assimilation of the knowledge scheduled for the student through the online mode, even if this entails extending the duration of the course. After considering the situation and at the Centre's own discretion, if it is not possible to offer the student an online course which meets his or her learning requirements, the Centre will refund the amount paid by the student for the contract, withholding 200 euros as enrolment fee, to which all costs incurred in the management (bank charges, mailing costs, etc.) will be added.
 - b) If such cancellation takes place in a period of less than 15 calendar days from the beginning of the course, or once the course has started, the Centre will not refund any amount to the student.
- Cancellation and refund policy for students who have requested and been awarded a regular student certificate. If the student has requested a regular student certificate to be submitted to the Spanish Consulate or Embassy of his or her country, or other official bodies, in order to obtain a visa or residence card, as well as other advantages that may be obtained through this certificate, he or she may benefit from the conditions of cancellation and refund set out in Article 4, provided that the student submits the official documentation from the Spanish Consulate or Embassy of his or her country (or corresponding official body), dated, signed and stamped, specifying expressly the refusal of the visa (or corresponding service), or accepting the student's refusal to apply for the aforementioned visa (or corresponding service). The starting date of the course will be the date stated on the regular student certificate issued. The deadline for submitting the required official documentation is 30 days from the date of the notification of the course cancellation. In the event of a delay in receiving a visa decision from the Embassy or Consulate, the student must notify the Centre of this delay or inability to make an appointment at the Consulate at least 15 days before the start of the course. Only in this case, the Centre will be able to modify the dates of the course in the certificate at no cost.
- All those changes the student wants to apply to the enrolment, such as cancellation or modification in the number of subjects, not including enrolment cancellation, must be required at School secretariat. Within the first 15 days from the starting of the course, these changes will be free of charge. After this period, each enrolment modification will cost 50,00 euro.
- Non-attendance or lack of punctuality** -even when they are justified- does not involve any kind of discount on the course fee or reimbursement of any amount involve. **Full respect to the timeliness requirements will be entailed.** Students who for whatever reason come to the center after the beginning of class will not be able to join the same.
- The student and / or his legal representative undertake to support the School and its teachers for the improvement of student behaviour and better school achievement.
- According to the requirements of the non-formal education, the Center contracted civil liability insurance for all their workers. In any case, the Center is not responsible for the accidents or personal damages that the student could potentially suffer or from lost, stolen or personal belongings damaged that have not been deposited in the secretariat of the Center.
- The Center reserves the right to prohibit temporarily or even permanently the access to its facilities to that student who violates these rules** or alters the relations of coexistence at the Center. In case of temporary or permanent expulsion, the center shall reimburse the student the 100% of the amount paid in advance, that amount belonging to the unused part of the course.
- The Center reserves the right to reschedule any course** on the grounds of unforeseen sick leave by a teacher, opening new groups or other unforeseeable circumstances. These changes, if any, will attempt to accommodate the needs of students and, in any case, will ensure full compliance with the program
- Smoking is strictly forbidden** by law inside the building that houses the School.
- Registrations for official tests must be formalized by the student.** The School's secretariat will inform of the calls that may affect its students on the notice board as a courtesy, so any undesired errors or omissions may not be subject to any claim by the student.

14. For international bachelor students: the student authorizes the Center to transfer personal data to Universidad Nacional de Educación a Distancia, for the management of obtaining UNEDasiss accreditation. The cost of this service is 50,00 euro per student and call.
15. During classes, the use of mobile phones or any other mechanical or electronic element that disturbs the normal development of the classes is expressly forbidden. Furthermore, it is strictly forbidden to record or broadcast video or audio recordings of the sessions given at the centre, whether they are academic or merely for guidance purposes.
16. The School is located in a building not exclusively used by it but it is shared with other centers and offices. For this reason students are requested to **respect to the maximum the common areas** and not stay on them in their free time and during breaks.
17. The Center will offer its students the possibility of **extra-curricular activities** (cultural tours, entertainment, museums, etc.). The price and program of such activities will be communicated to students well before the development of them. These extracurricular activities are performed in places and content generally well appreciated by the students, but the Center does not, in any case, guarantee that those activities satisfy the desires of the students who participate in them.

For the same reason, the Center is not responsible for accidents or injury that may potentially occur to the student neither for lost, stolen or damaged student's personal items during the development of these activities. Thus, the student expressly waives any claim against the Center for any of the eventualities mentioned above.

Furthermore, the School reserves the right to make changes to extra-curricular activities, without notice, in accordance with the availability or other reasons. In case of changes in extra-curricular activities, the School is committed to maintain similar activities and a similar cost offer.

18. In those courses in which the acquisition of the books is mandatory, they will be paid at the time of formalizing the registration. The price of the courses and materials will depend on the type of course, the time of the year and the number of teaching hours hired by the student. In these cases, the books will be delivered as classes are given and their delivery is conditioned to their attendance. The periodicity of delivery of the books will be determined by each teacher, but, in any case, they will be fully delivered before the end of the course.
19. **The student authorizes the center inserting his/her personal image in the website of the School.** This authorization may be revoked at any time, being obliged to withdraw the center of the image on the web within 30 days from the certified notice.
20. The Center has designed, within its prevention, health and safety plan, action protocols for exceptional situations, such as pandemics, confinements and other conditions unrelated to the Center's activity. The student agrees to support and follow the indications of the Center in relation to these protocols. The Center guarantees the continuity of the service offered, in face-to-face, hybrid or online course mode. The application of these protocols does not change the compulsory fulfillment of this contract by the student.
21. Before hiring the course, the student must notify the Center of all those special needs that they may have in relation to the normal use of the course, whether of a physical nature (disabilities, intolerances, etc.), psychological (for example, ADHD), or of any other type.
22. The Center will carry out its educational activities according to the school calendar published by **Consejería de Educación de la Comunidad de Madrid** (<https://www.educa2.madrid.org/>).
23. **For those students who hire one-to-one private classes:** in case the student cannot attend one of the programmed classes, they must properly inform the school about the cancellation –an email to spanish@luis-vives.es is enough- at least 24 hours before. Otherwise the class will be considered taken and charged.
24. **For those students who hire shared one-to-one classes:** the non-attendance of any student to any class shall not imply any discount on the price.

INFORMATION CONCERNING THE DATA PROVIDED:

25. The data provided by the interested parties can be incorporated into one or more files that are manual or automated in the School's database of students, in accordance with Law 15/1999 of December 13, Protection of Personal Data (LOPD).
26. Both the paper and the computer files that incorporate the data are the responsibility of the School's secretariat.
27. The information obtained will be used solely for internal management purposes by the School and will not be given to third parties under any circumstances.
28. The personal data will be treated with the degree of protection required by current regulations and take the necessary security measures to ensure the confidentiality and integrity of the information.
29. Interested parties may exercise their rights of access, rectification, cancellation and opposition, in compliance with the provisions of the Data Protection Act, to the Secretariat of the Centro de Estudios Luis Vives SL (Madrid, Arenal St. 18, 28013).
30. On behalf of the company, we treat the information you provide us with, in order to provide the requested service and bill it. The data provided will be kept as long as the commercial relationship is maintained, or during the years necessary to comply with legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation. You have the right to obtain information about whether in our company we are treating your personal data, and therefore you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary. I also request your authorization to offer products and services related to those requested.
 Yes No