

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

Madrid, June 2021

1. **The student will pay the course in advance**, between 1<sup>st</sup> and 5<sup>th</sup> days of the month (or the next working day if 5<sup>th</sup> 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 case the student decides to cancel the course hiring:
  - a) If the cancellation is communicated to the school prior 15 days before the starting of the course, the School shall fully refund the amount paid by the student, only deducting the expenses derived from the enrollment-bank and postal charges, etc.-and shall cancel the place reservation. In such situations, the Center will receive 200 euro of the amount paid by the student as a cancellation fee.
  - b) If the cancellation is communicated to the school later 15 days before the starting of the course, or once the course has started, the School shall not refund any amount received by the student.
5. Cancellation and return policy for those students that have asked for and received a regular student certificate. If the student has asked for a regular student certificate, with the objective of submitting documentation to the Spanish Embassy, Consulate, or any other official body, so as to obtain a visa or residence card, as well as any other advantages obtained from the use of this certification, could benefit to the cancellation and return policy described in article 4, just in case the student submits official document from Embassy, Consulate (or any other official body), with date, signature and seal, in which is expressly stated that the visa (or any other benefit) has been denied. It's also accepted a document in which the official body accepts the renunciation of the student to the application of the visa, residence card or derived benefit. The date of starting of the course will be considered as indicated in the certificate.

The required official document must be submitted by the student to the school within the 30 days after the cancelation of the course.

In these cases, the School will not refund any amount to those students that do not accredit the denial or refusal to the visa (or corresponding benefit) submitting official document.
6. 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.
7. **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.
8. 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.
9. 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.
10. **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.
11. **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
12. **Smoking is strictly forbidden** by law inside the building that houses the School.
13. **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 the classes is **expressly forbidden to use mobile phones** or any other mechanical or electronic device that disrupts the normal development of the same
- 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](mailto: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

CENTRO DE ESTUDIOS LUIS VIVES



**Alicia Molina Sáenz (Directora)**



**Centro de estudios  
Luis Vives**  
C/ J.A. Mendizábal 56, 28008 Madrid  
CIF: B-82406109