

General conditions Barcelona

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

Article 1: Definitions

1.1 The school

Lingua International Network S.L. CIF B65778136 (Spain), also referred to as Linguaschools Barcelona.

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 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 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 day of the course, before the course starts. 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 all transaction fees (option 'OUR'). Only the net amount received by the school is regarded as the payment. Any difference with the remaining amount should be paid by the student.

3.3 When the student chooses to pay by bank card, credit card or any other (online) payment method, a surcharge might apply, to be paid by the student.

3.4 When the student makes a payment in a currency different than the school's currency, a surcharge to cover costs for currency exchange may apply, which will be paid by the student.

3.5 For any refund or other payment made by the school to the student, the student will pay all transaction fees (option 'BEN').

Article 4: Language course, accommodation and activity program

4.1 On official holidays there will be no lessons. All individual lessons and half of the missed group lessons will be made up, when possible during the same week. If there are two official holidays in one week, one will be made up for. The school may choose to offer a cultural activity or excursion as compensation for the missed lessons.

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 has the right to reduce the number of hours proportionally.

4.3 If the course program includes holidays, the holidays should be requested by the student in writing minimum 14 days in advance. Confirmed holidays cannot be changed. The school may not be able to guarantee return to the same level group after the student returns from holidays.

4.4 The school has the right to determine the timetable of the lessons and/or have lessons take place in classrooms outside the school's main building.

4.5 Examination fees, airport transfers, and the cost of activities and excursions are not included in the course price, except where specifically stated.

4.6 The student is obliged to follow the accommodation rules provided by the school and/or the accommodation provider. These rules can include not being allowed to bring over visitors.

4.7 The minimum age may vary per course or accommodation type. Minors will require the permission of their parents or legal guardians, as the school takes no responsibility for students outside the school premises. Minors who travel in groups will require the supervision of a monitor.

4.8 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.

4.9 In case of a serious disciplinary offence, repeated bad behavior, infringement of the law, violation of the code of conduct within the school or accommodation reserved through Linguaschools, the student will be expelled from both the school and accommodation contracted through Linguaschools without the right to any refund. Any damages will be charged to the student. In case the student is on a visa or scholarship, as mentioned in art. 5.2, the relevant authorities will be informed.

4.10 A certificate of attendance and completion will be issued at the end of the course, only to students who attend at least 80% of their lessons.

Article 5: Visas and other documents

5.1 The student is responsible for having the correct travel documents and arranging a sufficient insurance. Students are not covered via the school nor the service provider for accidents, illness, loss of personal property, etc.

5.2 In case the student requests to receive an official letter from the school confirming the booking with the purpose of applying for a scholarship, or the letter of acceptance for his visa application or renewal, this letter can only be issued by the school if the total sum for the course and accommodation and any other additional fees has been paid in advance.

In case this letter has to be sent by express mail, an extra, non-refundable fee will apply.

5.3 In case a minor student has reserved accommodation and legal tutor- or guardianship with the school, the school will appoint the legal guardian. If the minor wishes to change accommodation after the end of stay stated in the letter of acceptance, the school may request a parental authorization, among other documents. Any fees for change of guardianship should be paid by the student.

- 5.4** The student needs to inform the school immediately when the visa has been granted. The accommodation, as initially reserved, may not be available on the same date, but is subject to availability on the moment the school has been informed of the visa being granted. Prices will be amended to the prices as valid on the new date.
- 5.5** In case the visa is denied, the student should immediately send the school a high quality copy of the original official denial letter from the embassy, consulate or other immigration officials. The school may ask the student to submit an appeal to the embassy or consulate if the school thinks an appeal would be viable.
- 5.6** If the student wishes to not submit an appeal, they should request an official letter of renunciation at the embassy, consulate or other immigration officials - an official document stating he/she has given up applying for the visa. The student should immediately send the school a high quality copy of the original letter issued by the embassy, consulate or other immigration officials.
- 5.7** In case the appeal is denied, the student should immediately send the school a high quality copy of the original official appeal denial letter from the embassy, consulate or other immigration officials.
- 5.8** The school may contact the embassy, consulate or other immigration officials to verify the student's visa application status and authenticity of the documents.
- 5.9** After the school has issued a letter of acceptance, certain modifications to the reservation cannot be made such as, but not limited to, shortening the course or accommodation duration, changing course type, course intensity or the destination.
- 5.10** A request to postpone the reservation start date, due to delay with the visa procedure, should be made prior to the start date as mentioned in the letter of acceptance. Prices will be amended to the prices as valid on the new date.
- 5.11** All students who applied for a student visa or visa renewal at the immigration officials in Spain must start the lessons on the official date of their course as written in the letter of acceptance. There is no refund for course already taken.
- 5.12** Any case of (suspected) fraud will be reported to the relevant authorities. The school holds the right to cancel the agreement immediately without the right to any refund.

Article 6: Cancellation by the student with a visa

This article applies to students who have been sent the letter of acceptance for visa application or renewal, or any other similar document as mentioned in 5.2.

- 6.1** Only if the visa is denied and the school thinks an appeal is not viable, or if the appeal is rejected, the student may request to cancel the program and ask for a refund. Without a copy of the official letter of denial as described in art. 5.5, the official document of renunciation, as mentioned in art. 5.6, and/or the appeal denial document as mentioned in art. 5.7, there will be no refund given.
- 6.2** A refund request should be made within one year after the day the initial reservation confirmation was issued. There will be no refund if the request is received later than the end date of the course, as mentioned in the letter of acceptance.
- 6.3** A refund request should be done prior to the course program start date as mentioned in the letter of acceptance. There will be no refund for the lessons already passed in the moment when the request for the refund is made.
- 6.4** When a refund request has been granted, the school will refund the paid course and accommodation amount, minus the sum of all non-refundable fees such as, but not limited to, express mail fees, legal guardian fees, etc. and an administration fee of 250 EUR.
- 6.5** Unless mentioned otherwise, the refund will be done 2 months after the refund request is received.
- 6.6** After the visa has been granted, neither the course nor the accommodation can be cancelled nor modified. Students have the obligation to attend the course, in the case that they do not attend, the school may inform the relevant authorities.

Article 7: Cancellation by the student without a visa

This article applies to students who have not been sent the letter of acceptance for visa application or renewal, or any other similar document as mentioned in 5.2.

- 7.1** Only a written notice of cancellation by the student is accepted as a cancellation. The date of cancellation is regarded to be the date on which the written notice was received by the school.
- 7.2** In case the agreement is cancelled by the student, the following rules apply:
- 7.2a** In case of cancellation up to 28 days before the arrival date the student is entitled to a refund of 100% of the fees for the course, accommodation, airport transfer and special programme minus 250 EUR or the initial deposit as mentioned in art. 2.1, whichever is higher.
- 7.2b** 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% of the course, accommodation, airport transfer and special programme minus the sum of 250 EUR and the fee for 1 week of accommodation.
- 7.2c** 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 fees after deduction of the sum of the fees 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.
- 7.2d** In case of cancellation from 2 days prior to the arrival date: the student is not entitled to a refund. E.g. when arriving on Sunday, cancellation is possible until Thursday 23:59h.
- 7.3** 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:
- 7.3a** Requests for modifications are subject to availability. In case of the modification being possible, a non-refundable modification fee of 50 EUR may be charged.
- 7.3b** The modification is only valid when confirmed by the school and when the student has paid the total sum as described in art. 3.
- 7.3c** After a modification requested 28 days before the arrival date has been granted, the reservation cannot be cancelled.
- 7.4** If there is no accommodation reserved, the first day of the course is regarded to be the arrival date.
- 7.5** 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 8: Cancellation and modification by the school

- 8.1** Only serious circumstances, such as but not limited to "Force Majeure" give the school the right to cancel or modify the agreement. This may include switching course programs to online courses.
- Force Majeure refer to circumstances or events which can influence the quality or execution of the course and stay. These events can include, but are not limited to, war, threat of war; civil disturbances or riots; labor difficulties or strikes; terrorism or specific and credible threats of terror; natural

disasters, fires, epidemics or pandemics as declared by the CDC or WHO; government restrictions against travel; quarantines, all state interventions.

8.2 If the school cancels or modifies the agreement, it is obliged to communicate this, including a cause, to the student.

Article 9: Liability, complaints and disputes

9.1 The school cannot be held responsible for actions or negligence of the service providers concerned nor for the information supplied by them. Execution of a component of the agreement is for the service provider's account. The school gives free mediation in case of a problem.

9.2 Neither the school nor the service provider can be held responsible for any illnesses, accidents, loss of personal property neither at their accommodation nor in or out of the classroom or during school activities, events or excursions.

9.3 Complaints about the execution of the agreement, the course, accommodation and transfer service, should be reported immediately, or at least within 24 hours of arrival, to the school's secretary, either in person, by telephone or email. If the school isn't contacted within reasonable time by the student, the school cannot be held responsible after the course finishes, when the student has returned.

Article 10: Copyright and protection of data

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

10.2 In compliance with EU Law 2016/679, 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.

10.3 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.