

# General Terms and Conditions of Business

## Clause 1 Registration and contracting party

To register, use the form in the brochure, and send it as early as possible to Eurocentres Firenze (from now on called Eurocentres). On confirmation of the registration by Eurocentres the contract shall be deemed to have been concluded, and the registration shall be binding. The course participant shall be deemed to be an Eurocentres contracting party, provided he or she is 18 years old or more. In the case of course participants who have not reached the age of 18 (minimum age: 16), the contracting party shall be deemed to be the parent or guardian of the course participant. The registration application must be signed by this person, who must also give his or her exact address. This shall also apply when the age of consent is not 18, in the country where the language course is taking place, or in which the course participant or his or her parent or guardian is resident. The course participant shall be defined as the person who takes part, or intends to take part, in the language course that is the object of this contract. The services listed in the prospectus shall be provided by third parties, and shall only be arranged by Eurocentres, unless it is specifically stated in the prospectus that Eurocentres will be providing the services itself.

## Clause 2 Information provided on registration

The contracting party hereby expressly confirms that the information provided at the time of registration for the language course shall correspond to the truth, and accepts that he or she may be expelled forthwith from the language course at any time should said information prove to be a misrepresentation (e.g. beginners who select a start date on which no beginners' courses are available). In such an event the course fees paid shall not be refunded in any way, not even on a pro-rata basis.

## Clause 3 Terms and conditions of payment

Course fees and any other fees shall be payable six weeks before commencement of the course. Payment shall be due immediately in cases where registration is made less than six weeks prior to the start of the course. The fees shall be deemed as effectively paid only once they have been paid into the account specified by Eurocentres in the confirmation of registration.

## Clause 4 Delay in payment

Should payment not be effected by the aforementioned date, the contracting party shall be deemed to be in default. In such an event Eurocentres shall not be obliged to admit the course participant to the language course and/or to the other courses. The existence of a claim on the part of Eurocentres shall remain unaffected by the above.

## Clause 5 Proof of payment

At the start of the course the course participant shall provide proof of payment of the course fees and, where applicable, of the accommodation and other fees. Should the course participant be unable to provide such proof, he or she shall not be admitted to the classes or to the accommodation. In such an event Eurocentres's claims shall remain unaffected.

## Clause 6 Enrolment fee

An enrolment fee of Eur 70 shall be charged for all arrangements and shall not under any circumstances be refundable.

## Clause 7 Change fee

If you request a change of course date or type of accommodation after your initial enrolment has been confirmed by Eurocentres, you will be charged a Change fee of Eur 75 which is payable at the time you request the change. You will not be charged this fee if you choose to extend your course. If we receive your change of booking less than 14 days before the course is due to begin, other costs may be incurred in addition to the booking change fee (e.g. for accommodation) which we will have to pass on to you. Any extension of a course, once the course has begun, will be treated as a new enrolment.

## Clause 8 Passport and visa requirements

Many countries have passport and visa requirements. Please inform yourself about such regulations and take the necessary measures. We shall be happy to provide more detailed information.

## Clause 9 Obligations of the course participant

The course participant shall be responsible for choosing a language course that corresponds to his or her abilities. The course participant undertakes to attend the course personally, to arrive punctually and to take part in lessons. Should the irregular attendance or other behaviour of the participant lead to a disturbance of the language course for other participants, Eurocentres reserves the right to expel the participant from the course. In such an event the course fees paid shall not be refunded in any way, not even on a pro-rata basis.

## Clause 10 Withdrawal prior to the start of the course

The contracting party may send written notification of withdrawal prior to the start of the course, without any statement of reasons. If such written notification is received by Eurocentres 14 days before commencement of the course, all payments already made to Eurocentres in connection with the present contract shall be refunded to the contracting party, with the exception of the registration fee. If written notification is received by Eurocentres less than 14 days, but in any case by not later than 5 p.m. (CET) on the last Thursday before the commencement of the course, an invoice shall be issued for the registration fee, school fees for one week and accommodation fees for one week, if applicable. If the notification arrives on a Saturday, Sunday or a general public holiday in Zurich or London, the next working day shall be the official day of receipt. This also applies to notifications by email, fax etc.

## Clause 11 No-show or withdrawal from the language course and other courses

Should the course participant fail to show up for the language course and / or additional courses, or withdraw from the course/courses, he or she shall not be entitled to claim any reimbursement of payments already effected.

## Clause 12 Cancellation and/or change of the accommodation after course start

Host family and student residence accommodation may be terminated or changed, subject to two weeks' notice to end on a Saturday. Notice of termination shall be sent in writing to Eurocentres exclusively. A change fee of EUR 75 will be charged. Should the course participant leave the host family or student residence accommodation before the end of the period of notice, he or she shall not be entitled to claim any reimbursement of payments already effected. For all other types of accommodation (apartments and hotels) the respective General Terms and Conditions of the third parties providing such accommodation apply.

## Clause 13 Incomplete participation in lessons

Should the course participant not take part in all of the lessons that make up the subject matter of the language course and other courses, he or she shall not be entitled to claim any reimbursement of payments already made.

## Clause 14 Complaints and liability

The course participant shall make complaints without delay to the local school secretariat or to the director of the school. Any complaint concerning services provided by a third party should be addressed to the third party. If Eurocentres is not able to remedy the situation within a reasonable period, the course participant may take steps to remedy the situation him or herself, and Eurocentres shall refund the cost, against receipts, in so far as legal and contractual liability requires. Any requests for refund shall be made by registered letter to Eurocentres within four weeks of the agreed termination of the course. After this period, the course participant shall have no claim of any kind. Eurocentres excludes liability for loss due to illness, accident or injury, except in the case of intentional or gross negligence by Eurocentres. Eurocentres shall not be liable in the case of poor or non-performance of services provided by a third party which it has mediated. Eurocentres excludes liability for loss of valuables or cash or loss and damage to personal effects, etc. except in the case of intentional or gross negligence by Eurocentres; for package deals, liability in the case of Eurocentres being at fault shall be limited to the direct loss and to a maximum of twice the amount paid by the course participant.

## Clause 15 Insurance

The contracting party alone shall be responsible for obtaining insurance. Eurocentres recommends obtaining cancellation and repatriation insurance as well as health, accident, third-party liability and theft insurance.

## Clause 16 Minimum number of participants

Eurocentres shall inform the contracting party at least three weeks before the course begins if the necessary minimum number of students for the language course has not been reached (six for a Language course). Should Eurocentres be unable to offer the contracting party another language course, Eurocentres shall refund the fees already paid, thereby excluding any further liability on the part of Eurocentres.

## Clause 17 Changes to prices, dates or programmes

Provided that no confirmation of registration has been issued, Eurocentres shall have the right at any time to change the dates and prices published in the course schedule, on the Internet or elsewhere. On conclusion of the contract, Eurocentres may amend the published programme of services, provided such amendments are unavoidable and negligible, are made in good faith and do not affect the overall style of the course. If material changes are made to key services, the contracting party shall have the right to withdraw from the contract or to request to join an equivalent language course, where Eurocentres is able to offer him or her such a course. Eurocentres shall immediately notify the contracting party of any such amendment. The contracting party must exercise his or her rights immediately after receipt of such notification from Eurocentres.

## Clause 18 Public holidays

The contracting party notes that the school is closed on public holidays and that no claims against Eurocentres shall accrue in his or her favour as a result.

## Clause 19 Data protection

We only record your personal data if you order a catalogue, ask for an offer, or book a course. The received information shall remain within Eurocentres and is generally not made available to third parties or other organizations.

Your information is passed on to

- book your accommodation (i.e., host family, residence, apartment, hotel);
- order the requested brochure as quickly as possible;
- comply with the statutory regulations. In certain cases we have to submit your information to the authorities (i.e. immigration authorities).

Your information is stored by Eurocentres Firenze. Apart from offering you advice and processing your booking, your data is used for providing you with information about Eurocentres product news. Please inform us if you do not wish to receive this service.

## Clause 20 Consumer protection

By signing the General Terms and Conditions of Eurocentres Firenze the contractual partner shall retain the right to instigate further legal steps, subject to these being available under the law applying to the place of residence of the contractual partner or at the location of the school. This right shall not be limited by compensation offered by Eurocentres or a partner company of Eurocentres in connection with a dispute.

## Clause 21 Contracting parties/Guarantee

The contract is concluded between the contracting party as defined in Clause 1 and Eurocentres Firenze, Piazza S. Spirito 9, 50125 Firenze - Italy. Eurocentres has obtained insolvency insurance in the necessary amount.

## Clause 22 Applicable law, jurisdiction

Italian law exclusively shall be applicable to the present contract. Florence, Italy is stipulated as the place of jurisdiction.