

GENERAL TERMS AND CONDITIONS

1. Field of Application

The present General Terms and Conditions shall apply to all S4F courses. They have been drawn up in accordance with Royal Legislative Decree 1/2007. Said decree was passed on 16 November and it approves the Consolidated Text of the General Law regarding the Defence of Consumers and Users and other complimentary laws. They fulfil the provisions found in the Fifth Final Provision of Law 44/2006, passed on 29 December, regarding the Improvement of Consumer and User Protection. All contracts of the S4F courses regarding the programmes contained in the publicity brochure and the website shall be signed by the contracting parties. This obligates the contracting parties to comply with the specific conditions agreed on in the contract.

2. Age

The minimum age required to participate in any of the S4F courses is 16, except in those courses where a different age is expressly indicated.

3. Application Form

All fields of the Application Form must be filled in properly and it must be sent by e-mail to S4F. Once the Application Form has been received and we have ensured that it is filled in correctly, S4F will send the applicant an order of payment of 450€ for processing fees and the registration. The Application Form in itself does not constitute a guarantee of being accepted in the course or programme requested. Once the amount corresponding to the processing fees and the registration has been received, S4F will undertake the procedures needed until the application is confirmed. If the application is confirmed, said amount will be deducted from the final payment of the services requested. Should the application not be accepted, the amount will be returned.

4. Registration

S4F shall inform the applicant of the acceptance of their place by means of a document called the REGISTRATION, which will formalise the registration in the course/programme that has been confirmed. Within 30 days of registration, the applicant must deposit 20% of the total amount of the services contracted. Receipt of this amount will imply acceptance of the services contracted and of these General Terms and Conditions.

5. Prices. Terms of payment. Forms of payment.

The price of each course/programme is set down in the Website. The total price of the services contracted is itemized in the Registration. The amounts remaining until the total price set down in the registration is reached may be paid to S4F at the student's convenience up to 60 days before the first service contracted begins.

S4F reserves the right to cancel the registration in process should the total payment not be made in the said period of 60 days before the commencement of the services. Students will be informed of the forms of payment of the services contracted upon registering.

6. Revision of the prices

S4F reserve the right to modify the prices in exceptional circumstances, such as a fluctuation in currency exchange rates, tax increase or cut, or new taxes. If the price increase surpasses 10% of the confirmed price, the student has the right to cancel the contract at no additional charge within ten days after notification of the price change from S4F.

7. Changes in the course booking

Any change requested by the student in the confirmed course booking will be considered to be an additional service and thus entail an additional charge of 100€ as a rescheduling fee. This clause will not be applied to students who request their course to be extended.

8. Abandonments, Transfers and Cancellations

Students may cancel their booking at any time and be entitled to a refund of the amount they have paid, but they must indemnify S4F as follows below:

- a) If the cancellation is prior to 30 days before commencement of the course, students must pay a penalty fee of 500€.
- b) If the cancellation is made 20-29 days before commencement of the course, students must pay a penalty fee of 500€ as well as 20% of the total cost of the services included in the contract.
- c) If the cancellation is made 10-19 days before commencement of the course, students must pay a penalty fee of 500€ as well as 30% of the total cost of the services included in the contract.
- d) If the cancellation is made 1-9 days before commencement of the course, students must pay a penalty fee of 500€ as well as 50% of the total cost of the services included in the contract.
- e) If a student does not appear for the course or interrupts it once it has begun, they are not entitled to any refund.

9 Changes in the services

S4F reserve the right to cancel or modify those options that do not have enough students. In these cases, the programme will be substituted by a similar one that has previously been agreed on with the student. Likewise, any cultural activity or extracurricular course with an insufficient number of students may be substituted. In that case the activity will also be substituted with one that has been previously agreed on with the student.

Should S4F be obligated to make any substantial changes in an important part of the course/programme before it commences, the student will be notified immediately. The student will be entitled to cancel the contract with no penalty fee whatsoever or to accept the modification and the subsequent change in the price. If the service were to cost less, S4F would refund the difference, in accordance with the contract, within a maximum period of 30 days. The student must inform S4F of their decision no longer than 3 days after they are notified of the modification.

Should a student not communicate their decision within that period of time, it will be understood that they have decided to cancel their contract with no penalty fee.

10. Cancellation of the Contract

Should a student decide to cancel the contract due to the causes stipulated in the above section or if the organiser cancels the trip before the commencement date agreed on for any reason not attributable to the student, the student will be entitled to a refund of any amount paid as well as a penalty fee. This fee will be 5% of the total price of the programme if the breach of contract takes place from 15 days to two months before the scheduled commencement of the programme, 15% if occurs from 3 days to 15 days beforehand, or 25% if it occurs 48 hours before commencement.

Students will not be entitled to a penalty fee when the cancellation of the trip is owing to force majeure. In this case students will be entitled to a postponement of the course until the next one begins.

11. Responsibility of S4F

S4F shall not be held responsible for failure to provide the services previously stipulated if this occurs due to non-fulfilment by the companies providing them, conflicts or force majeure.

S4F shall not be held responsible for the loss of or damage to belongings, nor any harm suffered by students, regardless of the cause. As an agent of foreign study programmes, S4F shall be held accountable for the authenticity of the programmes, the careful selection of the organisers and the transport of documents to and from the customer and the point of sale. Under no circumstance shall S4F be held responsible for any accidents that take place during the course or the trips. This responsibility falls on the providers of the services (school, airline, etc.). S4F reserve the right to modify the content of their catalogue and website without prior notification. They additionally reserve the right to choose the provider of their services.

S4F shall be accountable for any harm suffered by students as a result of non-fulfilment or defective fulfilment of the contract. However, said responsibility shall cease: a) when the defects observed in the execution of the contract are attributable to the student; b) when said defects are attributable to third parties having nothing to do with providing the services stipulated in the contract and they are of an unforeseeable or insurmountable nature; c) when the defects are owing to force majeure, i.e. those circumstances beyond the control of those who invoke them, or in the case of unusual or unforeseeable circumstances whose consequences could not be avoided in spite of having acted with due diligence.

12. Passports. Visas. Records.

All students, without exception (including children), must have their corresponding personal documents and records up to date as per the laws of the country or countries they are to visit. Students shall be responsible for obtaining visas, passports, vaccination records, etc. S4F declines any responsibility for the following circumstances: a) should the authorities fail to grant a visa owing to a student's personal circumstances; b) should a student not be allowed to enter the country owing to failure to fulfil the requirements or irregularities in the documents; c) should a student not bear the documents required to enter the country. In these cases students will be accountable for any expenses incurred and the conditions and rules regarding voluntary cancellation of the services contracted will be applied. All students are reminded that before they begin their trip, they must ensure that they fulfil all applicable rules and requirements regarding visas in order to be able to enter the countries they are to visit without difficulty. Students under the age of 18 must bear written permission from their parents or legal guardians should it be requested by any authorities.

All students must pass a medical revision in accordance with the requirements of the host country, as well as having all vaccinations required by the host country and/or region they are visiting up to date.

13. Organiser's Legal Warnings

All students are subject to some basic rules of behaviour established in S4F's code of conduct, which can be found in our website.

S4F and our associate schools reserve the right, following our criteria, to reject an application or expel students whose behaviour disrupts the correct functioning of the school.

All expenses incurred from expulsion, including the return trip to the country of origin, shall be paid by the student or their parents.

Students, or their legal representatives, shall be held responsible for any damage or loss caused by them during their stay.

S4F reserve the right to retain and/or use, for promotional purposes, any photographs or images taken with students' consent inside the associate schools or during study programme situations. In consideration of these premises, S4F pledge to safeguard confidentiality and discretion so as to preserve the rights and assets of their clients in accordance with the laws in effect.

In accordance with Organic Law 15/1999, in effect on 13 December, regarding Personal Data Protection, S4F inform you that your personal data found in the application form will be included in a file (of which S4F will be the holder and will be responsible for) to be used for commercial and operational purposes of the commercial activity. The acceptance of these general terms and conditions implies your authorisation to put said consent into effect and for its use for said purposes. In addition, we inform you of the possibility to exercise your rights to access, rectification and cancellation within the terms established by the law in effect, Avda. Portugal, 18 1º, 37004 Salamanca.

14. Accommodation, Families. Habits and Customs

What is considered to be acceptable conduct and the general lifestyle in the countries of destination is normally quite different than that of the countries of origin.

Accommodation is reserved from the first day of the orientation week until the Saturday (morning) following the last Friday of the course.

The families may not always represent a traditional Spanish model nor will they necessarily be comprised of a father, mother and children.

The name and address of the host family will be given to students during the week prior to commencement of their programme.

Students must adapt to the way of life and customs of the country where they have booked their programme. The families will live at most 1 hour from the associate schools where the classes will be given.

Registration in the S4F courses implies the acceptance of the code of conduct established by the S4F agency at the destination, as well as the rules of the host or those found in any type of accommodation. It also entails accepting the laws of the host country. Should a student fail to comply with these rules during their stay at the destination, or fail to comply with the host country's laws when duly proven by means of evidence accepted by law, it will be considered to be a cause attributable to the student which warrants the termination of the contract.

Cancellation of the contract due to causes attributable to the student will lead to termination of the contractual relationship and the student's return to their country of origin, at no cost to S4F and with no liability for compensation or damages.

15. Academic Activity

Class attendance is obligatory. Lateness and absences from class by students will be considered defects in the execution of the contract attributable to students, and will make S4F exempt from paying any refunds. Periods of absence do not entitle students to extend the course free of charge.

The academic activity on the first day of each course will consist in doing a level test. If, when registering, the student chooses any classes at a different level and their level test does not qualify them, they will be assigned to a class suitable for their level.

National, regional and local holidays cannot be made up. All courses will have a certain number of holidays allotted during which classes will not be given. These holidays can vary by programme and from one centre to another. The S4F office that handles your registration can inform the student of the corresponding holidays.

The basic learning material needed to do the course is included in the price of the programme.

The books containing optional reading to complete what is learnt in the classes are not included in the price. They are purchased directly from the associate school and they will be suitable for each student's level and the type of study programme chosen. They can also be chosen depending on each student's specific learning needs.

16. Resolution of conflicts

Any conflicts or discrepancies relative to the programmes will be resolved by the appropriate Spanish judicial authority in the jurisdiction of the organiser, as stipulated in the applicable law, or by a board of arbitration constituted in accordance with rules or legislation. In the latter case, submission by both parties to the System of Consumer Arbitration shall be voluntary.