

General Contracting Conditions

This service contract is meant to be a demonstration of EUREKA's transparency in its agreements.

Even though it's an extent document, it includes all the terms and conditions to take Spanish classes at EUREKA, which is why a complete lecture is recommended.

This is a service agreement between EUREKA, School of Spanish Language (henceforth "EUREKA", situated in Madrid -Spain-) and me, the student.

This service contract is subject to the laws in force in Spain.

1. Inscription

Information for the inscription

I hereby confirm that all information provided in my inscription for a course at EUREKA is truthful.

I further declare that the Spanish level test necessary to place me in the most suitable course is my own work.

I express genuine willingness to inform EUREKA about any criminal process in the past, present or future.

I testified all kinds of illness that may concern my capacity of attending classes regularly, or harm any other students.

The non declaration of any illness may result in the refusal of my inscription. In that case the amount of money already paid will be subject to the cancellation policy established in this agreement.

Once started my course at EUREKA, if I were forced to abandon my course for any criminal or health reason not been notified to EUREKA, I cannot make use of the cancellation clause included in this agreement.

I have read, understood and accepted the inscription requirements for the chosen course and I will present the necessary documentation to confirm the provided information whenever EUREKA wishes me to do so.

Person to contact in case of emergency

I will provide EUREKA with the contact information of a person capable to advise on what to do in case of an emergency or if I am not able to make decisions on my own. I certify that the person appointed accepts to act as emergency contact and that the details I provided are precise.

EUREKA is free to communicate with the emergency contact whenever necessary. I understand that if the contact details provided are untrue or incorrect, EUREKA will be limited in its capacity of assistance in case of an emergency.

2. Course

Application Acceptance

I understand that if my application for a course is accepted, I will receive a confirmation letter via e-mail informing me about the acceptance for assisting a course during a certain period of time.

Reservation for a place on a course

My place on a course for specific dates is guaranteed once I paid the inscription fee or the whole course.

Final Payment

I understand that I have to make sure EUREKA receives the total amount of the course at the latest the first day of class to guarantee my place. If I don't pay the total amount on the day the course starts, I understand that EUREKA reserves the right to move the starting day of my course, if necessary.

Requirements for the course

The submission of a false application can be a motive for:

- Immediate rejection of the application for acceptance,
- Incapacity to study at EUREKA in the future,
- Expulsion from the current course

I accept to attend all classes and be punctual. I acknowledge that repeated late arrivals or absence without just cause are motives for expulsion from the course. If EUREKA considered necessary to suspend me from the course, any monies already paid will be subject to cancellation clauses included in this agreement.

I understand that bad behaviour will lead to an immediate expulsion. Should this happen, I waive the monies already paid to EUREKA.

Personal behaviour

During the course I will behave in a respectful and adequate way with each and everyone in the school, whether representatives of EUREKA, students, or any other person in relation to the course.

3. Housing

I understand that EUREKA is only responsible for the aspects related to housing provided by EUREKA and not for an accommodation that I arranged on my own.

EUREKA is not responsible for any loss, material or personal damage that occurred outside EUREKA's premises.

I understand that EUREKA is not responsible for:

- My health, security and well being,
- Any loss, theft or property damage.

Housing Acceptance Conditions

I understand and accept the following terms and conditions:

- EUREKA is not responsible for any accommodation aspect that I arranged on my own and not through EUREKA's services.
- The deposit will be returned to you at the end of your stay if the room is left in the same state it was found in, which will be verified by a person responsible for EUREKA. Otherwise the costs associated with the damages will be discounted from the deposit.
- I understand that I have to make sure to know about the volume of the deposit, prices, terms of payment etc. before renting an accommodation.

4. Health and safety

Health and medical insurance

I agree to pay the charges related to a medical and/or travel insurance that covers illness, accident or death. I will make sure that the insurance covers the medical expenses (evacuation in case of emergency included), and all the costs in the event of death. I equally agree to take out a supplementary insurance on my own, if necessary, in order to assure my entry, extension of the stay and general well being- or any assurance required by the country's laws.

EUREKA is not responsible for any aspect concerning my health, injury or death, neither during nor after the term of the course.

I will not make EUREKA responsible neither for commercial transactions nor its consequences, nor any correspondence established with the assurance of my choice.

Personal security

EUREKA is not responsible for my personal safety or any information given in relation to the security in any country or region in the world.

In case of theft of my personal property, EUREKA is not obliged to return a part or the whole price of the course.

5. Trips

Trips organisation

I acknowledge that I am entirely responsible for organising my trip and that EUREKA is not responsible for any of the aspects related to its organisation.

I will not make EUREKA responsible for the commercial transactions and its possible consequences, or the accordance that I establish with the companies chosen for my trip.

Entry Visa

I am responsible for obtaining the required visa, if necessary, before entering the country. I understand that obtaining the visa is my obligation and EUREKA is not responsible in case I don't manage to obtain one.

In case I cannot assist the course due to problems concerning the visa or the absence of any other required documentation, any monies already paid will be subject to the cancellation clause laid out in this document.

Student Visa

I understand and accept the following terms and conditions:

- I understand that a student visa can only be issued in my country of origin. If I do not achieve to obtain a student visa, I will have to inform EUREKA within 7 days following the visa refusal. In that case, I should send a copy of the visa denial to EUREKA.

6. Cancellations, Refund and payments

Cancellation policy and course refunds

I understand that the inscription cost is not refundable. EUREKA will retain the payment for one year and during this period I can choose new dates for the realisation of a course at EUREKA. The dates can only be modified once. I understand that by the time of the new dates the tariffs changed, I will have to assume the price of the difference between the paid course and the new one.

If I cancel the course one month (30 calendar days) before its beginning, I have the right to demand a refund of 75% of the price already paid to EUREKA. If I cancel two weeks in advance, 50% of the course price will be returned. If I cancel one week in advance, only 25% of the price will be returned.

If I cancel the accommodation, I am aware that I will lose 100% of the deposit given.

The cancellations are only valid via email. A written document is required to consider the cancellation as valid and notified. Notifications over telephone will not be accepted.

If I am expelled from the course that I assist or an inscription is rejected due to falsification, none of the monies will be returned.

Once started the course at EUREKA and due to unforeseen circumstances I see myself obliged to interrupt a course before its finalisation, I have the right to reschedule for a future course at EUREKA for the time already paid. Nevertheless the reserved accommodation will be cancelled.

In case EUREKA is obliged to expel me from a course (for the following motives although not limited to them: Undeclared illnesses or criminal processes, serious lack of respect towards any person related to EUREKA, revelation of false information etc.) I am aware that I will lose all the rights of reimbursement of any money given to EUREKA.

Concerning the student visa:

- If I cancel a course because my visa has been denied, EUREKA will return all the money paid for the course less the amount of 250 € as administration costs, provided I send EUREKA the letter of rejection within a month after its reception. In case I do not present the document that accredits the visa rejection, no money paid for the course will be returned.
- If my application for a visa is granted and I wish to cancel the course, no money will be returned, regardless of the cancellation administration time.

Payments

I guarantee that all the payments are realised from my own funds. If for any reason a third party should pay the courses in my name, I confirm that this third person agrees to these payments.

I understand that I am responsible for all expenses and banking costs, credit card payments or sanctions in relation to usage, transfer or non authorised dissemination of information concerning credit or bank account (such as but not limited to: bank charges, litigations, revocations, reimbursement legal fees or any other expenses, fees or penalties).

I agree to assume the commissions, charges and other expenses in relation to the payments made to EUREKA.

Discounts and special offers

From time to time EUREKA offers discounts and special offers for some of its courses. These discounts will be valid for a certain period of time and are only applicable for the course indicated by EUREKA. In case I want to rebook, I assume that I have to pay the difference between the offered course and the offer for the new one that I would like to assist. EUREKA can launch special offers, but only for a certain period of time. If I signed up for a course before the beginning or after the finalisation of the offer, I am aware that no refund will be given.

The discounts will apply only to those students who sign up directly through EUREKA.

7. Communication

Email

I accept that all official correspondence will be through email. I understand that if I want to change any agreement reached with EUREKA, (new dates or schedule, modifications, cancellations etc.) I should do this also via email. In case of changes concerning my email address or contact information I will have to inform EUREKA within a reasonable time.

I accept that it's mine or my legal representative's responsibility to check continually the mails sent by EUREKA's authorised representatives.

I understand that when the maximum number of students per course is reached, I may receive a courtesy mail in case I haven't yet paid the inscription or the whole course. I understand that the purpose of this email is to guarantee my place in the course in case it reaches the maximum number of students.

8. Changes in the courses

Information on the courses

I understand that all the information given by EUREKA, including the website, email, printed materials, books etc. are certain and true. Nevertheless I understand that this information can be subject to errors, changes, omissions, course availability, elimination of special offers without prior notification etc. It's the responsibility of the person who is requesting information to contact EUREKA's representatives to obtain actualisations.

End of year survey

At the end of each course I will be asked to complete a questionnaire regarding the completed course. I give my permission to EUREKA to use all the information that I provided in this form for promotional purposes, on the website, printed, or as a source of ideas to realise any kind of changes.

Changes in the courses, services and prices

I understand that, to improve the quality and the content of the course, EUREKA reserves the right to change any aspect concerning the courses related services and their prices without prior notice.

I further understand that EUREKA has the right to correct errors related to all written material in reference to the services offered in its prices.

Duplication of certificates

In case of losing my EUREKA study certificate(s), if I wish to obtain a duplicate, I will have to pay the administrative expenses.

8. Acceptation

Service contract acceptance

By completing the inscription form and sending it to EUREKA for one of its courses, I declare to have read and accepted the conditions laid down in this service contract.