# Terms & Conditions

Covid19-Update on IIC Terms and Conditions:

#### IIC Policy "Booking without Worrying"

We understand that you are worried to book your language travel now. That's why we have changed our IIC Terms and Conditions so that you can flexibly change or cancel your booking if you need to, due to the current situation:

- Any On-site Spanish Class you like to do with us in the Dominican Republic you can cancel or change **without** any fees up to 14 days prior to your program start.
- If you cancel your program within the 14 days prior to program start, cancellation fees will be limited to 50% of the total program cost only, up to a maximum of USD 200.-

If you have any questions concerning bookings, payments or our Spanish courses in general, please don't hesitate to contact us: here on our online form or by email to info@iic-spanish.com

# **IIC Terms and Conditions**

From our long experience in business we have carefully designed our language programs. Our Terms and Conditions are the basis of the contract between you and our Institute, Instituto Intercultural del Caribe (IIC). They are set out to avoid misunderstandings and to contribute to your success.

#### Enrollment

Course bookings should be made at least four (4) weeks prior to program start. Short-term bookings (less than four (4) weeks prior to program start) are possible due to availability only.

To enroll on an IIC program, clients should send a completed enrolment form. Clients may also enroll by phone or via our online enrollment form. The booking information should include: full name, birthday, nationality, mother tongue, assumed Spanish language level, home address, email as well as medical/diet indications of the client where needed.

When the booking is submitted, IIC office will send a booking confirmation including other travel documents. Until IIC has confirmed the booking in writing, the availability of the program requested is not guaranteed nor is the booking confirmed.

#### **Payment Conditions**

Unless mentioned or agreed otherwise, the client is obliged to pay the total program fees to the school no later than three (3) weeks prior to program start. The payment can be arranged via bank wire transfer to the corresponding IIC account stated on the invoice. Clients may also pay by PayPal, credit card, or other payment methods accepted by IIC (services like Western Union, Money Gram). We will send you payment instructions online or by email after we have received your booking and/or along with the booking confirmation and invoice stating the services.

In case of short-term enrolments (less than four weeks prior to program start), the client must send full payment of the program fee at the time of enrolment.

If full payment is not received by IIC by the date stated, IIC will cancel the booking.

Payment has to include payment fees involved; only the net amount is regarded as the payment. Each party takes care of its own banking or payment fees. Service fees might apply, depending on the chosen payment method. Reimbursements will be made less applicable fees and fees previously charged.

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

# **Program Changes**

Any booking amendments must be notified to the IIC office in writing.

If the client requires changes to his/her confirmed program booking with IIC (e.g. concerning the traveling dates, course place, course type, accommodation etc.) after the conclusion of the contract, IIC may charge a handling fee of USD 70.- IIC will be enforced to charge the client for any costs arising from third parties (e.g. hotels) due to client booking amendments. All changes are subject to availability.

Group courses: Occasionally, it may happen that in a certain week that there is only one student signed up on a certain group level. Should there be less than 2 students of the same level enrolled to form a group, the course will not be cancelled but carried out as an individual course with a private teacher 1:1. Thus the school reserves the right to provide the individual course at a reduced number of lessons (usually 50% of the total amount of group lessons).

The school retains the right to determine the timetable of the lessons.

#### Cancellations

Cancellations by the client must be notified to the IIC office in writing. The day notification is received at the IIC office is the designated cancellation day. If the client cancels parts of his/her booking or the booking in total, IIC reserves the right to charge cancellation fees for previous services. Depending on the day of receipt, IIC charges the following cancellation fees which apply to the total program fee and have to be paid to IIC by the client.

#### **Cancellations received by IIC:**

- 21 and more days prior to program starting date: no cancellation fee
- 20 to 14 days prior to program starting date: charge of 30% of Spanish course fee plus first week of lodging fee
- 13 to 7 days prior to program starting date: charge of 70% of Spanish course fee plus first two (2) weeks of lodging fee
- 6 or less days prior to program starting date and in the case of 'no show': 100% of total program fees

Other program fees already paid will be refunded (less applicable fees). Special Terms & Conditions apply for Third Party Accommodation bookings; see booking confirmation sent by IIC. We recommend our students to take an insurance policy that protects them against the possibility of cancellation due to illness or accident.

#### Services not claimed

For any services the client does not claim (due to his/her decision of an earlier return journey, due to sickness or other reasons or external factors not within IIC control), the client will not be reimbursed. Deposits and fees are not transferable from person to person.

# **Information and Services**

IIC is only bound to those information and services covered by the current IIC program brochure or the Institute's website www.iic-spanish.com which is valid during the course time and for information and services provided and confirmed by IIC itself. IIC is not bound to information and services provided by third parties, e.g. external providers like hotels, property management of apartments, providers of leisure time activities etc.

Examination fees, airport transfers, and the cost of activities and excursions are not included in the course price, except where specifically stated. Examples of activities/ excursions running during the language courses are merely an indication of possible activities. Some activities may not take place or may be substituted by others. In low season, there may be no activities at all.

If there is no accommodation booked, the first program day is regarded to be the arrival date.

# Lodging

Unless otherwise agreed, the accommodation can only be booked per complete week, the day of arrival is on a Sunday and the day of departure is on a Saturday. Extra nights can be booked at additional costs and are subject to availability.

The distance from the school to the accommodation as provided by IIC is a time indication for the maximum distance by foot or public transport. Travel time can vary.

Meeting times might have to be arranged to be able to provide the check-in and pass the lodging information to the client (except for hotel bookings with 24-hour reception service). Arrival after 22:00h might not be possible and/or have an extra charge.

#### **Course Starting Dates and Public Holidays**

Unless otherwise agreed, the first day of the course is on a Monday and the last day of the course is on a Friday. IIC Spanish courses start any Monday, on all 4 principal language levels (beginner, elementary, intermediate, advanced), and all year round (over the Christmas holidays as well).

Our schools will be closed on selected public holidays (see information in Dates & Prices). No lessons will take place on such public holidays. No refund of fees will be made for these days. Private lessons will be fully rescheduled; groups will be offered an optional 2-hour "Spanish & Culture"-activity instead. Please note that local and national holidays are subject to change and new ones may be added. If Monday is such a selected public holiday, courses start on Tuesday.

# **Course Schedule**

Group courses usually take place in the morning, intensive group courses and private tuition in the afternoon. Regular class schedules are from 9am to 12:30pm including a 30-minute break at 10:30am and afternoon classes from 13:30h (1:30pm) on. The school retains the right to determine the timetable of the lessons.

If there is only 1 student enrolled on a group level in a certain week at a time, the student will work with a private teacher and receive individual lessons instead with a reduction in class hours of 50%. Class times may change to a 4-day morning schedule with Friday off (Monday to Thursday from 9am to 12pm including 30-minute break) or to an afternoon schedule with 2 hours per day Monday to Friday.

# Visa

On request and where needed, IIC will supply documentation for clients to obtain a visa. However, IIC is not responsible for the Consulate's decision to issue the visa. It is the responsibility of the client to allow enough time to obtain the visa; he/she also should confirm with the Consulate regarding how long this is likely to take.

If a client is unable to attend a course due to being refused a visa, IIC will normally refund program fees already paid, in this particular case including the deposit. If being refused, clients must provide proof that they have been denied the visa due to reasons beyond their control (ensuring enough time is given for the application process and completing the application correctly are the responsibility of the student) and providing that IIC is notified in writing no later than 3 weeks prior to program start. Should the visa be denied due to reasons within the student's control (such as the student not possessing a valid passport, or other necessary documentation or not allowing sufficient time for the visa to be issued), the standard cancellation fees will apply.

# Bildungsurlaub (Germany)

IIC's intensive Spanish courses are accredited in several German states (Bundesländer) for Bildungsurlaub. Clients who request Bildungsurlaub shall contact the IIC office before booking. Once IIC confirms the booking and the receipt of the deposit, the full booking confirmation will be supplied, including the required documentation ("Anmeldebestätigung") for the employer. Upon successful completion of the course, the client will receive a certificate of participation and the required documentation ("Teilnahmebestätigung") for the course to be handed to the employer.

IIC is not responsible for the employer's decision to accept IIC's course accreditation/ approve the booking. If, contrary to expectations, the employer rejects the course, IIC will normally refund program fees already paid, in this particular case including the deposit. If being rejected by the employer, clients must provide proof that they have been denied the course due to reasons beyond their control (ensuring enough time is given for the application process and completing the application correctly are the responsibility of the student) and providing that IIC is notified in writing no later than 3 weeks prior to program start. Should the visa be denied due to reasons within the client's control (such as not allowing sufficient time for the approval to be issued etc.), the standard cancellation fees will apply.

# **Courtesy Rules in general**

IIC will not discriminate against any person on the basis of race, creed, color, national origin, marital status, gender, sexual orientation or disability. We kindly ask our guests to be respectful, tolerant, and open towards each other and towards the information they will receive when being immersed in this new culture. We expect from each client to respect the rules and regulations of IIC and of our home country, the Dominican Republic, following those rules, along with following the laws of the country, the school, and all other third party partners involved in the program. With respect to accommodation, rules can contain to not being allowed to bring over visitors.

IIC expects students to be considerate and act respectfully towards other students, members of the IIC team, host families and business partners alike. Alcohol abuse and the consumption of illegal substances will not be tolerated by our schools. IIC reserves the right to refuse tuition and accommodation to students

who behave inappropriately or who violate the school rules. Any students who act improperly or cause offence to others will be asked to return home at their own cost and without refund.

# Liability

Students are not covered for any illnesses, accidents, loss of personal property (neither at their accommodation, on tours, with service providers, nor in or out of the classroom). IIC nor the service provider can be held responsible. We recommend our students to take an insurance policy to cover any of such incidents.

# Photos & Videos

On excursions, activities, and during daily school life, pictures/videos may be taken by IIC for promotional reasons. If you do not consent your pictures to be published on our website, social media or other media related to IIC, please let us know in advance.

# This agreement

This agreement is legally binding from the moment the client submits/sends us the completed enrolment form or any other written form of registration. By submitting/sending the registration, the client accepts our Terms & Conditions. When booking through 3<sup>rd</sup> parties (like agencies), their Terms & Conditions may apply to the client; IIC retains the right to apply our own Terms & Conditions. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by either party without prior written consent by the other party.

#### **Governing Law**

This Agreement shall be governed in all respects by the law and statutes of the City of Santo Domingo, Dominican Republic. The venue for any action hereunder shall be in the Superior Court for Distrito Nacional, Santo Domingo.

Status: 01.01.2019/IIC

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