

General conditions

Article 1: Definitions

1.1 The student

- a. the trainee (applicant) or,
- b. the person or company for whom the agent mediates in order to come to an agreement with the service provider.

1.2 Service provider

The language school, internship company, or other service providers within the language courses segment, accommodation and internships with whom the student reaches an agreement. The service provider is responsible for the execution of the agreement. Here, the partners of **linguastage**.

1.3 Agent

The person or company which advises and mediates between the student and the service provider in order to form an agreement. In this case: **linguastage (lingua)**.

1.4 Program

The total package as specified by **linguastage**, which can include, but is not limited to include a language course, accommodation, internship or volunteer project.

Article 2: Enrolment, proposition and agreement

2.1 **Linguastage** operates as a travel agent and facilitates agreements between language students and language schools or similar institutions abroad. **Lingua** is responsible for arranging the booking and reservation. The execution of every component of the agreement is taken into account and the risk to the parties concerned is enclosed within the agreement. In this case the student and service provider.

2.2 The application for the program will be processed only when all required details and documents, as described at the application form at the **linguastage** website, are completed and sent to **linguastage**.

2.3 The application for the program has to be completed at least 3 months prior to the preferred start date. If agreed otherwise, another term might apply.

2.4 Within 8 working days, **linguastage** will send the student a program proposition. With this proposition the student will be informed at what additional terms the enrolment can be confirmed. If the student agrees to the proposition, a down payment has to be paid.

2.5 Only when **lingua** receives the down payment of 200 Euro, the agreement is valid. From this moment on the agent will set up the agreement between the student and the service provider. Within 8 weeks after reception of the down payment and any possible extra information, **linguastage** will confirm the internship or volunteer project that is selected by the service provider.

2.6 The agreement and general conditions are subject to the Dutch law. Any dispute will be settled in a Dutch court of law.

Article 3: Payment

3.1 Unless mentioned or agreed otherwise, the student is obliged to pay the remaining sum to **linguastage** within 14 days after confirmation of the selected internship company or volunteer project (as described in 2.5). If the involved parties have agreed to confirm the internship or project on location, in the period the language course is followed, the remaining sum has to be completed to the language school on the first course day.

3.2 The student who doesn't meet one's obligation to complete the payment owed to **lingua** within the set term, is obliged to pay the expenses of legal collection costs of 15% of the claim, at a minimum of 50 Euro.

3.3 When making a payment either by bank transfer or otherwise, the student is obliged to pay the total of fees charged by the bank or other payment provider. Only the net amount is regarded as the payment.

Article 4: Total sum of the program

4.1 The total sum of the program will be communicated to the student by email, in the program proposition as described in 2.4. The total sum communicated is considered to be the price per person, unless indicated otherwise.

4.2 The total sum is based on the prices, values, rates and taxes as known to **lingua** on the day of application.

4.3 In case of a modification of prices, values, rates or taxes, as mentioned, **lingua** retains the right to modify the total sum. **Lingua** should inform the student about this modification as soon as possible, but in any case at least fourteen days prior to the start of the program. On absence of this announcement, the agreed prices will remain valid. If the price raise results in a raise of 10% of the total sum and more than 50 Euro per student, the student has the right to cancel the agreement, but only within 5 days after this announcement and has the right to a restitution of the amount already contributed,

4.4 In case the student decides to extend the stay, **lingua** needs to be informed by a written notice at least 1 week on forehand. Additional costs due to the extension will be charged to the student and needs to be paid to the service provider.

4.5 Prices do not include accommodation, insurance or transport, unless otherwise indicated.

Article 5: Language course and accommodation

5.1 Unless otherwise agreed, the first day of the course is on a Monday and the last day of the course is on a Friday.

5.2 On official holidays there will be no classes. Those lost classes will not be made up for. The school can decide to deviate from this condition.

5.3 In case the number of students in a certain level group is 2 or less, the school retains the right to reduce the number of hours proportionally.

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

5.5 The service provider responsible for the internship or voluntary project reserves the right to decide if a student is not ready to start at the internship or volunteer project due to the lack of Spanish skills. In this case the student has to extend the duration of the Spanish course.

5.6 The maximum number of students and duration of the class depends on the sort of program and the language school providing the lessons.

5.7 Unless agreed otherwise the accommodation can only be booked per complete week, the standard day of arrival is on a Sunday and the day of departure is on a Saturday.

5.8 Extra nights can be booked at additional costs and are subject to availability.

5.9 The student is obliged to follow the accommodation rules provided by the school and/or the landlord/landlady. These rules can contain not being allowed to bring over visitors.

5.10 If the student requests to change the accommodation when already there, the language school will only approve this after agreed by all parties, such as the accommodation provider and the student and only with valid reasons.

Article 6: Documents

6.1 The student is responsible for having the correct documents, such as, but not limited to, a valid passport, visa, vaccinations and insurance regarding the stay abroad.

6.2 The student is responsible for having informed the involved authorities about the program abroad.

Article 7: Travel information

7.1 The required travel information will be in possession of the student between 14 and 5 days before the first day of program. This only when the payment as described in article 3.1 is completed.

7.2 The student is obliged to inform **lingua** of the details of their flight, etc. as requested by **lingua**. If the student sends incomplete information, or sends the information too late, **lingua** will not be able to arrange the airport transfer or arrange the pickup of the apartment key.

Article 8: Modification by the student

8.1 Up to 4 weeks before the first day of program the student can request modifications in the agreement. In case of the modification being possible, the student will have to complete the new sum plus an extra fee of 25 Euro. The modification is only valid when confirmed by **lingua**.

8.2 Denial of the request will be motivated.

8.3 From 4 weeks before the first program day, modification is not possible. In the case of it being possible an extra fee of 50 Euro will be charged.

8.4 In case the request is denied but still maintained by the student, this will be taken as a cancellation of the agreement and cancellation rules will apply.

Article 9: Cancellation by the student

9.1 Only a written notice of cancellation by the student is accepted as a cancellation.

9.2 In case an agreement is cancelled by the student, the following rules apply to all participants. The student is obliged to pay the following parts of the total sum:

9.2a In case of cancellation up to the 28th day before the first day of the program: 25% of the total sum with a minimum of 200 Euro.

9.2b In case of cancellation from the 28th day (including day 28) up to 14 days before first of the program: 60% of the total sum.

9.2c In case of cancellation from the 14th day before the first day of the program: 85% of the total sum.

9.2d In case of cancellation on the first day of the program or later: the full total sum.

At certain travel components, reserved by third parties, cancellation and modification rules of the service provider apply (such as, but not limited to, flight tickets).

9.3 Students opting for a less intensive program after the commencement of the program will not receive a refund.

9.4 Cancellation of the agreement by one of the students, who have reserved the program and/or a stay in the accommodation together, will be regarded as a cancellation of the whole agreement. When this occurs, the payment conditions, as mentioned in the previous articles, apply to every student of this group.

9.5 In case a new agreement will be formed with the remaining students, booked at **lingua**, the price mentioned at the website will apply.

9.6 In case the same dates and type of accommodation apply with this new agreement, the cancellation fees will be calculated with the new sum for the remaining students. The total sum of the cancellation fees and extra charges never exceeds the total sum calculated for the original group.

9.7 In case the selected internship or volunteer project does not meet the task- and/or study restrictions which were communicated by the student in the application process, the student can decline the offer. Declination is only valid if reasonably motivated in written notice to **linguastage**. In case of an internship program, the internship mentor of the educational institution to which the student is associated will be contacted by **linguastage** to verify the restrictions. In case the offered internship company cannot modify the content of the internship to meet the restrictions, an alternative will be offered by the service provider within a reasonable time limit.

9.8 Not before having signed the internship contract between the internship company and the trainee, the internship is definite.

9.9 In case the provider of the internship or volunteer project decides not to place the student, an alternative will be offered by the service provider on behalf of **linguastage**.

Article 10: Cancellation and modification by lingua

10.1 Only serious circumstances give **lingua** the right to cancel or modify the agreement.

10.2 This refers to circumstances, which can influence the quality or execution of the course and stay. Insufficient participation is only part, when this is stated in the program.

10.3 If **lingua** cancels or modifies, it is obliged to communicate this, including a reasoning, to the student.

10.4 By notice of cancellation the agreement is dissolved. Alongside the cancellation notice, **lingua** will offer an alternative, similar to the cancelled program for the same price. If this offer is not accepted, then **lingua** will return the total sum totally or partially.

10.5 **Linguastage** retains the right to cancel the program if students doesn't meet one's obligation to complete the payment as agreed upon.

10.6 In no other case arises, other than mentioned in article 10, the student carries more right than previously described.

Article 11: Modifications by a third party

11.1 **Lingua** cannot be held responsible for modifications in the transport agreement, for it acts only as an intermediary.

11.2 **Lingua** cannot be held responsible for modifications in the accommodation and language course, for it acts only as intermediary.

11.3 **Lingua** cannot be held responsible for modifications in the internship contract, for it acts only as intermediary.

Article 12: Liability of Lingua

12.1 **Lingua** 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. **Lingua** gives free mediation in case of a problem.

12.2 **Lingua** cannot be held responsible for the content of the internship or volunteer project for it acts only as intermediary.

12.3 Complaints about the execution of the agreement, the course, internship, volunteer project, accommodation and transfer service, should be reported immediately to the language school's secretary. If the language school doesn't resolve the complaints, the student is obliged to contact **lingua** via telephone or email so **lingua** can contact the school and mediate (free of any costs). If **lingua** isn't contacted within reasonable time by the student, **lingua** cannot be held responsible after the program, when the student has returned.

12.4 **Lingua** is not responsible for printing errors that may appear or for errors in publications by third parties of **lingua**.

12.5 **Lingua** believes that all statements made in its brochure, website and any other communication are factual and correct. However, **Lingua** cannot be held responsible for any changes or errors that were not known at the time of mentioning this in the brochure, website or any other communication.

Article 13: Liability of the student

13.1 The student is responsible for damage caused by illicit and/or criminal behaviour.

13.2 The student who is a nuisance or causes trouble in a way that heavily influences a proper continuation of the program, can be excluded from further continuation of the program. This will be discussed between **lingua** and service provider. Examples of possible reasons are; not having sufficient motivation during the language course and not showing up at the internship company or volunteer project without a valid reason. The costs which result from excluding will be accounted for by the student. Restitution of (a part of) the total sum can be provided in cases, where the student cannot be blamed.

13.3 Students are not covered for any illnesses, accidents, loss of personal property during the program. Neither at their accommodation nor in or out of the classroom, nor at the internship company or volunteer project. **Lingua** nor the service provider can be held responsible. We recommend our students to take a fully covering insurance policy.

13.4 Without approval of **linguastage** it is prohibited for the student to use contact details of internship companies or volunteer projects for their own benefit or that of other persons or organisations (for example to make direct arrangements with an internship company or volunteer project).

Article 14: Age, late arrival or absence

14.1 **Linguastage**'s programs are for anyone with a minimum age of 18 years. For certain programs and at certain service providers exceptions are made. In case of a booking by a minor, the registration form has to be completed with a signature by the parent or legal guardian.

14.2 When the student arrives late or is absent on a day of the program, there will be no refund. Periods of absence cannot be compensated for by free extensions of the program.

Article 15: Modification of these conditions

Valid are the conditions on the moment the enrolment has been made on the **linguastage** website.