



La Training Solutions si occupa di consulenza e formazione nel campo delle lingue e delle tecnologie informatiche **da 15 anni** circa.

Crediamo da sempre nella validità dell'esperienza di studio all'estero.

Abbiamo assistito più di 1600 persone nella personalizzazione di una vacanza studio o corso di inglese all'estero.

EUROCENTRES SAN DIEGO

Terms and Conditions

Clause 1 Offered services, registration, age restrictions

1.1. The services offered by Eurocentres are based on tour and service descriptions as well as supplementary information about the course location. Unless expressly agreed otherwise, brochures by thirdparty service providers and in particular, local partner organisations, language schools as well as destination and accommodation brochures that have not been issued by Eurocentres, are not binding with regard to the performance of services by Eurocentres.

1.2. Travel intermediaries (e.g. travel agencies) and service providers such as local partner organisations, language schools, hotels and other accommodation providers as well as transport companies are not entitled to conclude agreements with customers, to provide binding information or make representations, which change the content of the contract.

1.3. To make a booking, customers can use the Eurocentres booking form found in its brochures or available online at www.eurocentres.com. The first name and surname as well as any other information provided on the registration form must be true and accurate. Eurocentres reserves the right to expel customers or course participants if they provide false information. In such cases, customers will not be entitled to receive a refund. Vouchers and other promotions must be presented at the time of the registration. They cannot be taken into consideration once the booking confirmation has been issued.

1.4. By submitting a written booking request (by email or fax) or an online booking form (by clicking the button "Place a binding order"), the customer makes a binding offer to enter into a contract. The contract comes into effect upon receipt of the booking confirmation from Eurocentres by the customer.

1.5. In the case of course participants who are considered to be minors or otherwise incapable of entering into contracts under Swiss law (i.e. individuals under the age of 18) or under the laws of their respective countries of residence, the booking form must be signed by their legal guardians stating their full address. This means, that in this case, the legal guardian will be deemed to be the customer for the purposes of these General Terms and Conditions. You will receive more detailed country-specific information about age restrictions and consent requirements from your course consultant prior to entering into a contract. The information is also available at www.eurocentres.com.

1.6. In any case, course participants are required to be at least over the age of 16 at the start of the course. Regarding bookings for Sydney and Melbourne, the course participants must be over the age 18.



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Clause 2 Terms and conditions of payment

A down payment of USD 475 / CHF 500 / EUR 330 / GBP 285 / JPY 50,000 / AUD 555 / CAD 500 per participant plus any insurance premiums is payable upon receipt of the booking confirmation. The balance of the price is payable six weeks before the start of the course. Bookings less than six weeks in advance must be paid for in full at the time of booking. The booking price is only deemed to have been paid in accordance with the terms of the contract when it has been credited to the account specified by Eurocentres in the booking confirmation. When you book your course by telephone, fax or post and you pay by credit card, please note that the deposit will be charged ten days after sending the booking confirmation, and the balance amount will be charged six weeks before the start of the course.

Clause 3 Delayed payment, rejection or reversal of credit card payments

Unless the customer has paid the price for the booking in full, he/she will not be entitled to use the contractual services. If the customer fails to make the down payment and/or balance payment within the specified time limit, Eurocentres will be entitled to rescind the contract after reminding the customer and giving him/her a grace period to no effect and to demand compensation in accordance with Article 9.

Clause 4 Proof of payment at the start of the course

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 present such proof, he/she shall not be admitted to classes or accommodation. This is without prejudice to Eurocentres' entitlement to payment of the price of the booking.

Clause 5 Enrolment fee

The enrolment fee is charged on all reservations and will not be refunded under any circumstances. Information about the amount of enrolment fees is available on the relevant school page of the brochure on the company's website at www.eurocentres.com.

Clause 6 Change fee

Once the contract is concluded, the customer may only change school, course type, accommodation, start date, etc. (change of booking) with the consent of Eurocentres. If Eurocentres agrees to change the contract, the customer will be charged a change fee as follows:

- Courses with a duration of up to 23 weeks: USD 80 / CHF 100 / EUR 75 / GBP 50 / JPY 9,000 / AUD 125 / CAD 110 / NZD 75.
- Courses with a duration of 24 weeks and longer (language semester/year): USD 230 / CHF 300 / EUR 200 / GBP 145 / JPY 27,000 / AUD 370 / CAD 330 / NZD 200.

The change fee will be waived if the customer wants to change his/her booking to enrol on a longer course. Eurocentres reserves in any case the right to pass on any additional costs



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incurred as a result of the change of booking to the customer. Any extension of a course, once the course has begun, will be treated as a new booking. In the case of specialised courses with a duration of more than four weeks, the specialisation may be changed during the course with the consent of the school. However, only one change can be made every four weeks. The school must in any case agree to a change. For calculation of the time limits please refer to Article 9.

Clause 7 Passport, visa and health regulations

Many countries impose passport, visa and health entry requirements. It is the sole responsibility of the customer or course participant to obtain the necessary information and prepare for the trip.

Clause 8 Obligations of the course participant

It is the responsibility of a course participant to comply with the entry/visa requirements of the destination country and to choose a language course that is suitable for his/her level of ability. The course participant is required to attend the courses in person and to arrive on time. Should the course participant breach any laws, violate immigration or visa regulations, disrupt or endanger other course participants or become a danger to himself/herself as a result of his/her irregular attendance or other behaviour, Eurocentres reserves the right to terminate the contract without notice following a warning to no effect and expel the participant from the school. In this case, the course participant is not entitled to a pro-rata refund of the booking price.

Clause 9 Withdrawal before the start of the course

The customer is entitled to cancel before the start of the course by post or by email, without giving any reasons (contract rescission). If such written notification is received by Eurocentres 14 days before the 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 enrolment fee, a possible accommodation placement fee, and the ELVIA cancellation and return travel costs insurance premium. If Eurocentres receives the written cancellation less than 14 days before the start of the course but before 17:00 (CET) on the last Thursday before the start of the course, the customer will have to pay the enrolment fee, any



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accommodation placement fees, insurance premiums, school fees as well as accommodation fees for up to two weeks. Any refunds shall be made within 4 weeks of receipt of the cancellation. The respective general terms and conditions of third-party providers apply to student residences, hotels and apartments. Special rules apply to cancellations by course participants travelling to Australia, USA and Canada on student visas as well as for the easyEnglish product line. The date of cancellation is deemed to be the date of receipt of the cancellation by Eurocentres during normal office hours (Monday to Friday, 8.00 – 17.00). Outside office hours, the date of cancellation will be deemed to be the next business day. This applies mutatis mutandis to messages by email, fax, etc.

Special rules also apply for the easyEnglish product line: In case of withdrawal before commencement of the course, none of the payments already made to Eurocentres will be refunded. The student has to pay the full costs of the course in any case, including tuition, accommodation and extra fees. In case of visa denial without the fault of the applicants all fees are refunded.

Clause 10 No-show or withdrawal from the language course, failure to attend individual parts thereof

If the course participant fails to attend or curtails the course or fails to use individual services, e.g. individual lessons, the course participant will be required to pay the full price for the booking (including any insurance premiums). Special rules apply to course participants travelling to Australia, USA and Canada on student visas as well as for the easyEnglish product line. Failure to check in to accommodation will be treated as a cancellation and the price for two weeks will be charged as provided for under Article 11. The respective general terms and conditions of third-party providers apply to student residences, hotels and apartments.

Clause 11 No-show, cancellation and /or change of accommodation after course start

Accommodation can be cancelled by giving a two weeks' notice ending on a Saturday. The written notice of cancellation must be addressed and sent directly to Eurocentres. The customer will be charged a change fee of USD 80 / CHF 100 / EUR 75 / GBP 50 / JPY 9,000 / AUD 125 / NZD 135 / CAD 110. Should the course participant fail to check in to the booked accommodation or leave his or her accommodation before the end of the notice period, she/he will have to pay the full price for the accommodation up to the end of the notice period. The



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respective general terms and conditions of third-party providers apply to student residences, hotels and apartments.

Clause 12 Complaints and liability

Course participants shall communicate any complaints forthwith to the local school administration or Eurocentres in Zurich. If the course participant has made a complaint concerning a material defect in performance to be rendered by Eurocentres and the latter is unable to remedy the situation within a reasonable time limit, the course participant is entitled to take steps to remedy the defect within the scope of the booked services independently. Eurocentres will then reimburse the course participant upon presentation of receipts in accordance with its statutory and contractual liability. Any claims for a refund must be made by sending a registered letter to Eurocentres in Zurich within one month of the agreed end of the course. After the end of this period, all types of claims on whatever legal basis will be excluded. Eurocentres is liable for its own services as provided for by these General Terms and Conditions. However, liability for simple negligence is excluded and in the case of package deals, the liability is limited in case of claims other than personal injury claims to twice the tour price. To the extent permissible by law, liability in all cases is limited to direct damage. Eurocentres is not liable for any loss, destruction or misuse of valuables, cameras and video cameras, mobile telephones, credit cards, cash, etc. Furthermore, Eurocentres will not be held liable for lost holiday time, experienced frustration or the non-performance or unsatisfactory performance of arranged services. Statutory regulations apply to non-contractual liabilities, with any liability limitations and exclusions under these General Terms and Conditions taking precedence over statutory regulations. Tour guides, agencies and employees of service providers are not authorised to confirm defects or to acknowledge claims against Eurocentres.

Clause 13 Insurance

It is the responsibility of the customer to take out suitable travel insurance. As part of the booking, customers have the option to take out a combined ELVIA travel insurance (covering withdrawal and return travel costs) or ELVIA Security Package cover (baggage and medical insurance), which will be shown on the invoice separately. Insurance premiums are not refundable after the conclusion of the contract.



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Clause 14 Minimum number of participants & public holidays

Where the minimum number of 6 course participants (Cuzco 4) required for each language course has not been reached, Eurocentres shall inform the customer at least three weeks before the start of the course, whether the booking will be cancelled. If Eurocentres is unable to offer the customer an alternative offer, Eurocentres shall reimburse the customer for any fees already paid (including any insurance premiums). The customer is not entitled to make any claims for being inconvenienced or additional compensation. In exceptional cases, Eurocentres may run courses with less than six participants. No lessons will take place on official public holidays at the location of the school. No compensation or refund will be provided for these lessons.

Clause 15 Changes to prices, dates or programmes

As long as no booking confirmation has been issued, Eurocentres is entitled to change the dates and prices published in brochures, on the internet or elsewhere at any time. Upon conclusion of the contract, Eurocentres may make changes to its services, provided such changes are unavoidable and insignificant and made in good faith and do not affect the overall content of the course. If material changes are made to key services, the customer is entitled to rescind the contract or to request to join a language course of equivalent value, where Eurocentres is in the position to offer such a course. Eurocentres shall notify the customer of any such change as soon as possible. The customer must assert his or her rights immediately upon receiving the notice from Eurocentres. Eurocentres is entitled to increase its prices after entering into an agreement up to three weeks before the start of the course for the following reasons: increases in transport costs, increases in charges for certain services, exchange rate fluctuations, official price increases, introduction or increase in public charges. In the case of such increases, the price can be adjusted and increased accordingly. If prices are raised by more than 10%, the contracting partner has the same rights as in the case of material changes to key services. Any changes to the programme or services during the language course due to unforeseeable or unpreventable circumstances are permissible, provided the overall content of the programme remains unchanged. Eurocentres reserves the right to assign or re-assign participants to classes in accordance with their language skills or to implement any other measures required to ensure smooth operation of the school.



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Clause 16 Data protection

Eurocentres collects personal data whenever the customer orders a brochure, requests a quote or books a course. The data is kept at Eurocentres and is not be forwarded to third parties or organisations. Personal information will only be disclosed for the purposes of:

- booking accommodation (e.g. homestay, student residence, hotel).
- booking a course or service on behalf of the customer, which is provided by a partner company of Eurocentres (e.g. partner schools, travel insurance, universities, on-job training). Companies that do not belong to Eurocentres are highlighted accordingly in the brochures and course confirmation from Eurocentres.
- having the requested catalogue delivered by a contractual partner in the location of residence of the customer.
- compliance with statutory requirements. In certain cases, Eurocentres and/or partner companies and/or service providers are required to disclose customer data to the authorities (e.g. immigration authorities).

Clause 17 Contracting parties /guarantee

The contract is concluded between the customer and Eurocentres Stiftung für Sprach- und Bildungszentren (Foundation for Language and Educational Centres), Seestrasse 247, 8038 Zurich, Switzerland. Eurocentres has taken out insolvency protection with sufficient cover.

Clause 18 Severability clause, applicable law, place of jurisdiction

Should any provision of the contract or of these General Terms and Conditions be invalid, void or unenforceable, the validity and enforceability of the remaining provisions of the contract and these General Terms and Conditions will remain unaffected thereby. Such invalid or unenforceable provision will be replaced by a valid and enforceable provision that approximates as closely as possible the intent of the original provision.

This agreement is exclusively governed by substantive Swiss law. The place of jurisdiction is the registered office of Eurocentres. For further information, or if you have any queries, please contact the Eurocentres booking office on Tel +44 (0)207 963 84 50 or +41 (0)44 485 50 40, Eurocentres, Seestrasse 247, CH-8038 Zurich.

These General Terms and Conditions were issued in German, other languages are translations only. In case of doubt or ambiguity the German version shall prevail.