

# Terms and Conditions

## Olé Spanish for Everyone Ltd

Website: [www.olespanish.net](http://www.olespanish.net) Email: [admin@olespanish.net](mailto:admin@olespanish.net)

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## 1. Definitions and Interpretation

In these Terms and Conditions:

“Company” refers to Olé Spanish for Everyone Ltd and, where applicable, its franchise network, tutors, teachers, representatives and authorised providers.

“Client” refers to the individual under whose name the booking is registered and who is responsible for payment.

“Student” refers to the individual actively participating in the course.

“Course” refers to any course, club, lesson, programme or tuition provided by the Company, whether delivered in person or online.

“Third Party” refers to any school, venue, hall, organisation, landlord, external provider, local authority, government body or other party outside the direct control of the Company.

“Force Majeure” refers to any event beyond the reasonable control of the Company which prevents, delays or affects the fulfilment of its obligations. This includes, but is not limited to, natural disasters, extreme weather, storms, snow, flooding, heatwaves, adverse weather warnings, unsafe travel conditions, school closures, venue closures, power cuts, fire, war, civil unrest, acts of terrorism, political instability, government restrictions, public health restrictions, transport disruption, or other unforeseeable or unavoidable circumstances.

## 2. Courses Covered by These Terms

These Terms and Conditions apply to all courses provided by the Company, including:

- Adult courses
  - Online courses
  - Children’s courses
  - Years 7–11 courses
  - Pre-GCSE and GCSE preparation courses
  - A-Level courses
  - Private tuition
  - Bebe Olé courses
  - After-school clubs
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- Holiday courses
- Any other course or programme provided by the Company

Courses normally consist of one lesson per week and may be delivered in person or online.

Further details about courses can be found at [www.olespanish.net](http://www.olespanish.net).

### **3. Registration Fee**

All new students registering with Olé Spanish for Everyone Ltd are subject to a registration fee, which is normally £15.

This fee applies only to new students at the time of their first registration and helps cover administrative costs associated with enrolment and student records.

The registration fee is non-refundable.

### **4. Missed or Cancelled Lessons**

If a student misses a scheduled lesson, Olé Spanish for Everyone Ltd reserves the right not to issue a refund unless there are exceptional circumstances, such as serious illness or bereavement.

In such cases, the course teacher may offer a substitute lesson at their discretion.

No partial refunds will be issued for missed lessons, non-attendance, holidays, appointments, travel, family commitments or a change in the student's personal circumstances.

Students or parents should inform the teacher before or after a missed session where possible.

### **5. Lessons Cancelled Due to Weather, Heatwaves, Venue Closure or Third-Party Decisions**

Where a lesson cannot take place due to circumstances outside the Company's control, including but not limited to extreme weather, heatwaves, snow, flooding, storms, unsafe conditions, school closures, venue closures, local authority decisions, health and safety instructions or any decision made by a third party, the Company will not normally issue a refund.

In such circumstances, the Company will make reasonable efforts to offer one of the following:

- A replacement lesson
- A catch-up lesson at another suitable venue
- An online replacement lesson
- A credit note, at the Company's discretion
- Another reasonable alternative, where available

Replacement lessons may take place on a different day, at a different time, at a different venue, or online.

If a replacement lesson or reasonable alternative is offered and the Client chooses not to attend, no refund will be due.

The Company must act consistently and fairly towards all parents, clients and students who have agreed to the same Terms and Conditions. Therefore, refunds will not normally be offered where replacement lessons or reasonable alternatives are available.

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## **6. Company Cancellation**

If the Company cancels a lesson due to circumstances within its reasonable control, the Company may offer one of the following:

- A replacement lesson
- A credit note
- A refund

The option offered will be at the Company's discretion, taking into account the nature of the course, the reason for cancellation, availability of teachers, venue access, and the practical arrangements required.

## **7. Course Materials**

Course books are not included in course fees unless expressly stated.

Students are responsible for purchasing the required course books before the course begins. The Company will advise which materials are required and where they can be purchased.

Additional learning materials may be provided by the teacher during lessons.

## **8. Minimum Number of Students**

To run group courses, the Company requires a minimum number of students.

- Children's group courses: minimum of 8 students
- Teenagers and adults: minimum of 5 students

If the minimum number of students is not reached, the Company may:

1. Offer a place on another confirmed course at a different location.
2. Merge groups, which may involve a change of location, teacher, day or time.
3. Run the course at the Company's discretion with fewer students.

If none of these options are practical, the course fee may be converted into credit valid for one year.

Clients may choose to:

- a) Use the credit towards another course or product offered by the Company.
- b) Defer to a later term.
- c) Request a refund according to the cancellation policy, where applicable.

## **9. Public Holidays, School Inset Days and School Events**

Where a lesson falls on a public holiday, school inset day, school closure day or school event, the lesson may not take place.

Where possible, lessons may be rescheduled; however, this cannot always be guaranteed.

No reduction in course fees will be given unless explicitly stated.

Clients are responsible for checking public holiday dates and any school closure dates that may affect attendance.

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## **10. Bookings and Payment**

No contract exists between the Company and the Client until the course has been booked through the official booking link, invoice, registration system or other approved booking method.

Course fees must be paid according to the payment terms provided at the time of booking or on the invoice.

The Client is responsible for ensuring that all information provided at the time of booking is accurate and complete.

## **11. Collection Procedure for Children**

Students under the age of 12 must be collected by a responsible person aged 16 or over.

If parents wish their child to be collected by another person, such as an older sibling, written permission must be provided in advance.

The Company reserves the right not to release a child to any person where there are safeguarding concerns or where permission has not been properly provided.

## **12. Late Collection Fees**

Parents and carers must collect children promptly at the end of each lesson.

If a delay occurs, the tutor must be notified as soon as possible with an estimated arrival time.

Repeated late collection will result in a charge of:

£5 per five minutes of delay.

If the delay exceeds 10 minutes, the parent or carer may also be charged for the next lesson if it must be cancelled or affected as a result.

Late fees must be paid before the child can attend further lessons.

Persistent lateness may result in the student being removed from the club without refund.

## **13. Late Payment Fees**

Payment must be made within 7 days of receiving the invoice unless otherwise agreed in writing.

If payment is not received:

- After 7 days: £5 late payment fee
- After a further 7 days: additional £10 late fee

If payment is not received within 15 days, a total late charge of £15 will be added.

Students will not be permitted to continue attending lessons until outstanding payments have been settled.

## **14. Cancellation and Refund Policy**

If a student wishes to cancel their course, the Client must notify the Company in writing by email.

Telephone cancellations will not be accepted.

Cancellation Terms

More than 14 days before the course start date:

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- Full refund minus a £40 administration fee; or
- Postponement to a later start date without an administration fee.

14 days or less before the course start date:

- No refunds available.
- The booking may be transferred to a later start date at the Company's discretion.

Additional Conditions

- No refunds will be issued for non-attendance unless due to exceptional circumstances.
- Credit card and payment processing fees are non-refundable.
- Classes cannot be prorated or transferred to other courses unless agreed by the Company.
- Refund requests must be made in writing.
- Refunds are not normally provided where a replacement lesson, online lesson, catch-up lesson or reasonable alternative has been offered.
- Any refund, credit or replacement lesson offered outside these Terms is at the Company's discretion and does not create a right to the same arrangement in the future.

### **15 Spanish After-School Clubs**

Spanish After-school clubs are booked for the full term unless otherwise stated. Missed sessions cannot be refunded or prorated.

If an after-school club session is cancelled because of a school decision, venue closure, heatwave, weather event, unsafe conditions, inset day, strike, public health issue, emergency closure or another third-party decision, the Company will offer a replacement session or reasonable alternative where possible.

Replacement sessions may include:

- A session at another branch or venue
- A Saturday session
- An online session
- A later catch-up session
- A credit note, at the Company's discretion

If the replacement session or reasonable alternative is not accepted or attended, no refund will be due.

### **16 Liability of the Company**

The Company accepts responsibility for ensuring that courses are delivered as described and to a reasonable standard.

However, the Company shall not be liable for failure or improper performance of services where this results from:

1. The actions or fault of the student.
  2. The actions or fault of the Client.
  3. Unforeseeable or unavoidable actions of a third party.
  4. School closures, venue closures, weather events, heatwaves, storms, flooding, snow or other circumstances outside the Company's reasonable control.
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5. Any Force Majeure event.

6. Alterations by the Client

If the Client wishes to change their booking after confirmation has been issued, they must notify the Company immediately.

Any change is subject to availability and may not always be possible.

If the Client is dissatisfied with the teacher or any aspect of the course, they must inform the Company in writing as soon as possible.

Complaints cannot be addressed retrospectively.

The Company may resolve complaints by:

- Discussing the issue with the teacher
- Changing the teacher
- Offering an alternative course or location
- Offering an online alternative
- Taking any other reasonable action

Students are expected to attend at least three lessons before requesting changes, unless there is a serious concern.

After a complaint is submitted, students must attend two further lessons where reasonable, to allow time for improvements to be implemented.

## **17 Course Descriptions**

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The Company believes that all statements made on its website and promotional materials are accurate at the time of publication.

However, the Company cannot be held responsible for changes that occur after materials are published.

Up-to-date information can always be found on [www.olespanish.net](http://www.olespanish.net).

The Company cannot be held responsible for incorrect information published by third-party websites, schools, venues or external organisations.

## **19 Special Requirements**

### **20**

Any medical conditions, allergies, disabilities, additional needs or special requirements must be declared at the time of booking.

Parents or guardians must complete the medical information section on the registration form.

All information provided will remain confidential and will only be shared where necessary for safeguarding, health and safety, or the proper delivery of the course.

The Company will make reasonable efforts to support students with additional needs but cannot guarantee one-to-one support.

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## **21 Behaviour and Safety**

Students are expected to behave respectfully towards teachers, staff and other students. The Company reserves the right to remove a student from a course, club or lesson where their behaviour is disruptive, unsafe, aggressive or inappropriate. Where a student is removed due to behaviour, no refund will be due.

## **22 Force Majeure**

The Company shall not be liable for any delay, cancellation, alteration or failure to provide services where this is caused by a Force Majeure event. In the event of Force Majeure, the Company will make reasonable efforts to continue providing services where possible, including by offering an online lesson, replacement lesson, alternative venue, alternative date or credit note. Refunds will not normally be issued where the Company has offered a reasonable alternative.

## **23 General Information**

### **24**

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales. If any part of these Terms and Conditions is found to be invalid or unenforceable, the remaining terms shall continue to apply.

## **25 Contact Information**

For enquiries regarding these Terms and Conditions, please contact:  
Olé Spanish for Everyone Ltd  
Website: [www.olespanish.net](http://www.olespanish.net)  
Email: [admin@olespanish.net](mailto:admin@olespanish.net)  
Phone: 07932 781290

Live chat support may also be available via the website during working hours.

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