

Terms and Conditions

Olé Spanish for Everyone Ltd

Website:

www.olespanish.net

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1. Definitions and Interpretation

In these Terms and Conditions:

Company refers to Olé Spanish for Everyone Ltd and all the Franchise Network.

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.

Force Majeure refers to any event beyond the reasonable control of the Company which prevents the fulfilment of its obligations. This includes, but is not limited to, natural disasters, war, civil unrest, acts of terrorism, political instability, government restrictions or other unforeseeable 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

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.

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 refunds unless under exceptional circumstances such as serious illness or bereavement.

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

If the Company cancels a lesson due to unforeseen circumstances, one of the following will be offered:

- A replacement lesson
- A credit note
- A refund

Students should inform their teacher before or after a missed session.

No partial refunds will be issued for missed lessons.

5. Course Materials

Course books are **not included in course fees**.

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.

6. 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.
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3. Run the course at the Company's discretion with fewer students.

If none of these options are practical, the course fee will automatically 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.
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7. Public Holidays and School Inset Days

Where a lesson falls on a public holiday or school inset day, 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.

8. Bookings and Payment

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

Course fees must be paid according to the payment terms provided on the invoice.

9. Collection Procedure (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 and the person collecting must be **over the age of 12**.

10. 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.

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.

11. Late Payment Fees

Payment must be made within **7 days of receiving the invoice**.

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.

12. Cancellation and Refund Policy

If a student wishes to cancel their course, they must notify the Company **in writing via email**.

Telephone cancellations will not be accepted.

Cancellation Terms

More than 14 days before the course start date

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

14 days or less before the course start date

- No refunds available.
- The booking may be transferred to a later start date.

Additional Conditions

- No refunds will be issued for non-attendance unless due to exceptional circumstances.
- Credit card processing fees are non-refundable.
- Classes cannot be prorated or transferred to other courses.
- Refund requests must be made in writing.

After-School Clubs

Parents must provide **half-term written notice** if they wish to withdraw their child from an after-school club.

Failure to provide notice may result in a **£50 administration charge**.

13. 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. Unforeseeable or unavoidable actions of a third party.
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14. Alterations by the Client

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

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

Students are expected to attend at least **three lessons** before requesting changes.

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

15. Course Descriptions

The Company believes that all statements made on its website and promotional materials are accurate.

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.

The Company cannot be held responsible for incorrect information published by third-party websites.

16. Special Requirements

Any medical conditions, allergies, disabilities 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.

17. General Information

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**.

18. Contact Information

For enquiries regarding these Terms and Conditions please contact:

Olé Spanish for Everyone Ltd

Website: www.olespanish.net

Email: admin@olespanish.net

Phone: 07932 781290

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