

Ole Spanish Terms & Conditions

Definitions and Interpretations in these Conditions

The 'Company' shall mean Ole Spanish for Everyone, or Ole Franchising Ltd. The 'Client' shall mean the person in whose name the booking is made and shall include the person or persons on whose behalf the same is made. The 'Student' shall mean the person who is participating in the course. 'Force Majeure' shall mean any event outside the Company's control which prevents the prompt performance of its obligations, including natural disasters, war, civil strife, acts of terrorism and political unrest, etc.

These terms relate to the following courses:

Adults 10-week Courses:

Consist of 10 hours of tuition, with one hour lesson per week.
Face-to-face and online courses.

Years 7-11 Term Courses

Consist of 10 hours of tuition with one lesson per week.
Face-to-face and online courses.

Children's live courses

Consist of termly lessons (between 10 and 12 sessions per term, depending on the schools)

For more information on courses, go to www.olespanish.net

Materials

Course books are not included in the course fees so students should purchase their own course books prior to their course. The Company will advise which book is required and where this may be purchased. In class students may receive additional learning materials appropriate to the level of the course.

Minimum Number of Students

We require a minimum number of 8 students to be able to run a children's group course. A minimum of 5 teenagers and adults to run the 10 weeks lessons. Whilst the vast majority of courses easily meet this requirement, in some cases some unfortunately do not. We will always try our hardest to run all of our courses as advertised, but cannot guarantee that courses which don't meet the minimum student number will be able to run.

1) If the minimum number of students is not met, this is the process we will follow:

- 1. Where possible we will offer you a place on a confirmed course in a different location. Or we may decide to merge groups, which may also require a change of location.
 2. Where a move to another location is not practical, the course may still run (at the Company's discretion), even if the minimum number of students is not met. Should neither of the above options be practical, your course fee will automatically be converted into credit, valid for one year. You can choose to:
 - a. Use your credit as full or part payment towards any of our products worldwide. Our advisers will be happy to help you choose a suitable course for you.
 - b. Keep your credit and defer a term, in order to take your originally chosen course at the next available start date. Courses run throughout the year with regular start dates. Please consult our website for your next available course start date. Please note that if your course fails to meet the minimum student number required in the next term, we cannot guarantee that we will be able to run the course.
 - c. Request for the credit to be refunded back to you in accordance with our Cancellation & Refunds policy.

Public Holidays

Where a course takes place during a public holiday, no lessons will take place on that day and no reduction in price will be given except where specifically stated. Individual classes are usually rescheduled (but not always) but group classes are usually forfeited. Please consult the list of public holidays (although it is the client's responsibility to check these since they are often subject to change).

Booking and Payment

No contract is made between the Company and the Client and no booking is valid until the course has been booked using our link.

Registration Fees

Our registration fee varies depending on the site. Please check with your local teacher.

Cancellation and Refunds

1) In the event that a client wishes to cancel their course, they must notify the Company as soon as possible in writing. Cancellations by phone will not be accepted. Please email your teacher to cancel your course. The following terms apply:

1. All refund and deferral applications must be made at least fourteen (14) days before the course start date initially booked.
 - a.** Refund applications made up to fourteen (14) days before the course start date will be eligible for a full refund minus a £40 administration fee. Alternatively, you can postpone your booking to a later start date with no administration fee deductions applied.
 - b.** Refund applications made fourteen (14) days or less before the course start date cannot be accepted: no refunds are available, and you will no longer be able to transfer your booking to a later start date.
 - c.** No refunds are available for non-attendance.
 - d.** Credit card fees are non-refundable.
 - e.** Due to the nature of the courses, we cannot, in any event, pro-rata classes or transfer unused class time to another course.
 - f.** No refunds are available based on continuation teacher's availability.
 - g.** How to claim a refund: You must notify the Company in writing/ by email, following your cancellation. All refunds will be subject to the terms and deductions outlined above.
 - h.** Half Term Notice is required in written format when you sign your child in one of the schools. Failure to do that will incur in an administration charge of £50 if your child fails to turn up to the new term or if you have not informed the Company about your wishes to stop Spanish lessons for your child.

2) Where orders were previously modified and administration charges or penalties incurred, a full refund no longer constitutes the original value of the booking but is subject to deductions of these charges as detailed above.

Liability of the Company

The Company accepts responsibility for ensuring that all parts of the course are supplied as described and that all services shall reach reasonable standard. However, the Company shall not be liable for the failure or improper performance of these services where such failure or improper performance is attributable to:

1. fault of the client.
2. unforeseeable or unavoidable actions of an unconnected third party.
3. unusual and unforeseeable circumstances beyond the Company's control, including force majeure.

Alterations by the Client

1) If the Client wishes to change their booking in any way after the confirmation invoice has been issued, they must inform the Company immediately.

2) If the Client is unhappy with the teacher or any aspect of the teaching, they must inform the Company immediately in writing. The Company cannot deal with issues or complaints retrospectively. The Company reserves the right to offer solutions to the issue such as speaking to the teacher about the problem, changing the teacher, offering the Client an alternative course or location. In the unlikely event that a Client is unhappy with their course we require the Client to attend a minimum of 3 lessons, in order to give a reasonable amount of time for any improvements and changes to be experienced. After the Client has made a complaint in writing we require the Client to attend a further two lessons in order to give a reasonable amount of time for any improvements and changes to be experienced. The Company will make every attempt to ensure the Client can continue with their course as a satisfied Client.

Descriptions

1) The Company believes that all statements made on its website or in printed material are factual and correct. Every reasonable effort has been made to describe the schools and environments and to provide the amenities described. The Company cannot therefore be held responsible for any changes that become known after any printed materials are produced (up-to-date information can be found on www.olespanish.net, nor can the Company accept liabilities for happenings outside its reasonable control. The Company undertakes to advise the Client of any changes known to it prior to the course.

2) The Company cannot be held responsible for incorrect information printed or online by associate websites. Please refer to the **Company website** for up-to-date information.

Special Requirements

Any special requests must be advised to the company in writing at the time of booking. Please fill in the medical information on our registration page. Specially information about your children allergies and/or disabilities. Any information received will remain confidential.

General Information

General information is included on this website for help and guidance to the client. Please read it carefully. The contract incorporating these conditions shall be governed by English law and any matters arising out of it shall be subject to the jurisdiction of the Courts of England and Wales.

Contact Us

To find out more about any of our courses simply call us on **07932781290** or email us on **admin@olespanish.net**.