

Terms and Conditions

1 - Language Course

2 - Cookery holiday and Prosecco Experience

1. Language Course Terms and Conditions

Please read these booking conditions carefully as they are the sole terms & conditions of the contract between you and The Italian School for all bookings.

These terms & conditions apply equally to UK resident bookings as well as USA, Australia and other worldwide resident bookings. Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.

You may only use this site for lawful purposes and in accordance with these terms & conditions. The person making the booking shall be deemed to have accepted the booking conditions on behalf of all the persons named in the booking.

No variation to these terms & conditions shall be of any effect unless made in writing by and with the authority of The Italian School. The Italian School reserves the right to alter these booking conditions at any time.

Note carefully that we will act as an agent under the contract rather than principal.

Definitions and Interpretations in these Conditions

The 'Company' shall mean The Italian School. 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:

6-week Courses:

Consist of 9 hours of tuition consisting of one 1.5-hour lesson per week.

5-week Evening Courses:

Consist of 7.5 hours of tuition consisting of one 1.5-hour lesson per week.

For more information on courses, go to www.theitalianschool.co.uk

Entry Requirements

Students are required to be 16 and over.

Materials

Course books are not included in the course fees. The Company will advise if a book is required and where this may be purchased. In class students may receive additional learning materials appropriate to the level of the course, such as photocopies.

Minimum Number of Students

We require a minimum number of 4 students to be able run a group course on the full 5 or 6 weeks. 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.

2) Should neither of the above options be practical, your course fee will automatically be refunded.

Maximum Number of Students

For quality reasons the maximum number of students admitted per course is 12.

Public Holidays

Where a course takes place during a public holiday, no lessons will take place on that day and the course will continue the week after for the full number of weeks.

Course Fees

Course fees include VAT, unless otherwise stated.

Booking and Payment

1) No contract is made between the Company and the Client and no booking is valid until the Company has issued a confirmation invoice by post, fax or e-mail (an e-mail acknowledging receipt of an order does not constitute a confirmation invoice). The Company will issue this confirmation invoice after it has received a completed booking form.

2) During the booking process we supply dollar, euro and any other currency rate as a guideline only. We will always take payment in GB pounds and the amount you are charged will depend on the exact exchange rate at the time of payment.

Booking Fees

We do not charge any booking fees.

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 info@theitalianschool.co.uk to cancel your course. The following terms apply:

- i. All refund applications must be made at least fourteen (14 days) before the course start date.
- ii. Refund applications made up to fourteen (14) days before the course start date will be eligible for a full refund. Alternatively you can postpone your booking to a later start date.
- iii. Refund applications made fourteen (14) days or less before the course start date cannot be accepted: no refunds are available however you will be able to transfer your booking to a later start date.
- iv. No refunds are available for non-attendance.
- v. Credit card fees are non-refundable.
- vi. 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.
- vii. Due to the nature of the courses, we cannot, in any event, pro-rata classes or transfer unused class time to another course.

2) In the event the Company is unable to run a course, or make suitable alternative arrangements under the Minimum Number of Students policy, the Client will be entitled to a full refund, including any credit card fees. Refunds will be processed within 5 – 10 working days of notification of refund, depending on your bank.

3) 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.

4) Consumer Contracts Regulations (2014):

As a service that is provided on a specific date within a specific period the Company is not obligated to provide a fourteen (14) day cooling off period. However, the Company has elected to offer the following: Bookings made remotely (by telephone, email, online) may be cancelled within fourteen (14) days of the initial booking in writing info@theitalianschool.co.uk.

- i. This 14-day period is called "the cooling off period". If you cancel within the cooling off period, you must tell us in writing. Cancellations made by phone will not be accepted. You must keep evidence of your cancellation within the 'cooling off period'. We will refund the fees paid in full minus a £10 administration fee.
- ii. If you book fourteen (14) days or less before the start of the course you lose your right to a cooling off period. The service will start within the 14 day cooling off period and the service forms part of a set of group lessons which are not sold individually.
- iii. If your cooling off period falls over the 14 days before the start of the course then your cooling off period is limited to the number of days that do not fall over the 14 days prior to the start of the course. All refund applications must be made at least fourteen (14 days) before the course start date.

Alterations by the Company

1) The company will do its utmost to provide the arrangements that have been confirmed, but it must reserve the right to modify or cancel any course if unforeseen circumstances arise. This includes but is not limited to, providing a cover teacher for teacher sickness or absence, cancelling a lesson and offering an alternative date, postponing the course for one week, offering alternative suitable locations or levels. If force majeure occurs while a course is in progress, the company will try to make reasonable alternative arrangements.

2) The Company requires a minimum number of students to be able to run a course. For further information, please refer to our policy on Minimum Number of Students.

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. For further information, please refer to your course type under the Cancellation & Refunds policy.

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 the company website, 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 or up to date information.

Visas

The Italian School is unable to provide any kind of visa letter or invitation letter on the basis of attendance of/ payment for a UK evening & part-time language course.

Special Requirements

Any special requests must be advised to the company in writing. Please feel free to make known to us any medical conditions or other needs, which you feel might enable us to provide you with a higher level of personal service and attention. Any information received remains 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.

Privacy policy

1) Committed to protecting your privacy:

The Company collects the minimum amount of information about you that is commensurate with providing you with a satisfactory service. This Policy indicates the type of processes that may result in data being collected about you. Your use of this website gives us the right to collect that information.

2) Information Collected:

The Company may collect any or all of the information that you give us depending on the type of transaction you enter into, including your name, address, telephone number, fax number and email address, together with data about your use of the website. Other information that may be needed from time to time to process a request may also be collected as indicated on the website. Data in relation to credit card payments is processed by Stripe on a secure website linked to ours and they have their own privacy policy.

3) Information Use:

The Company will use the information collected primarily to process the task for which you visited the website. Data collected in the UK is held in accordance with the Data Protection Act. All reasonable precautions are taken to prevent unauthorised access to this information. This safeguard may require you to provide additional forms of identity should you wish to obtain information about your account details. For more information please contact The Italian School.

4) Use of Feedback:

By agreeing to these terms and conditions you are agreeing to the use of any course feedback you provide us for marketing purposes via our website and social media channels. The use of feedback will be limited to your

comments, first name only, language studied and location.

2. Your booking agreement with The Italian School

Please read these booking conditions carefully as they are the sole terms & conditions of the contract between you and The Italian School for all bookings.

These terms & conditions apply equally to UK resident bookings as well as USA, Australia and other worldwide resident bookings. Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.

You may only use this site for lawful purposes and in accordance with these terms & conditions. The person making the booking shall be deemed to have accepted the booking conditions on behalf of all the persons named in the booking.

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Note carefully that we will act as an agent under the contract rather than principal.

1. Prices and price changes

Prices listed on The Italian School website are per person unless otherwise stated

Prices are based on the local tariffs at the time of quoting converted at the prevailing foreign exchange rate as determined by The Italian School.

Unless otherwise specified, not included as part of the services we offer are any applicable foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger facility charges and international transportation tax. In addition, tips/gratuities to course staff, passports, visa fees, baggage and personal insurance, beverages and food not listed under inclusions in the course product and all other items of a personal nature are also not included. You should retain sufficient local currency to pay for all of the above items if necessary in addition to the balance due to the supplier in respect of the full price of the course as shown at the time of booking.

We reserve the right to change or amend prices at any time before you have booked. After you have booked, the price of your booking is guaranteed and we will not apply any surcharges or price changes unless you make the change to your arrangements after booking.

2. Payment

The Italian School charges you a deposit for the product booked. The balance should be paid direct to The Italian School 6 weeks before the departure date.

Payment instructions and due dates are given at the time of booking. It is your responsibility to ensure you comply with The Italian School balance payment terms as shown on your booking confirmation.

Failure to comply with The Italian School payment conditions may result in the cancellation of your course and no refunds shall be given.

We accept Bank Transfer, Paypal, Debit Cards, MasterCard and Visa. The Italian School does not charge a service fee for processing credit or debit card payments. Payment equivalent to total deposit value as

shown at the time of booking by Bank Transfer, Paypal, credit or debit card is required to make a reservation. Payment will be listed as The Italian School on the credit card statement.

3. The Italian School conditions

You are bound by The Italian School's booking, amendment, cancellation conditions and conditions of carriage where relevant and these conditions apply to your contract with us.

4. Information Accuracy

We check facts about the courses offered to ensure accuracy. When we are told in advance of a significant change to a booking, we will make every effort to notify you in advance of the start of your course. Please note all course duration times given are approximate.

5. Changes after booking but before travel

Please check the amendment fees and conditions as shown against each individual course before making your booking. No refunds are given as a result of an amendment to a booking.

In some instances, it may not be possible to make any changes to a booking once confirmed unless the original booking is cancelled and a new booking made. Where this is the case, the amendment terms and cancellation charges will be shown against each individual product prior to booking.

Prices applying to all new bookings made following an amendment will be those prices applicable on the day the new booking is made.

Please check your booking details carefully to ensure that any related flight, accommodation and/or other arrangements coincide with the dates you have booked with us and all names have the correct spelling as we will not be liable for any costs incurred as a result of any mistakes by you.

To make an amendment to your booking, please email info@theitalianschool.co.uk and we'll be happy to help. Please note that an administration fee of £20 / 25 Euro / 30 USD / 30 AUD per booking will be applied in addition to any amendment fees.

6. Changes after travel

No refunds are available once a course has commenced, or in respect of any other products or services booked or utilised.

7. Cancellation or no show by you

Charges are levied to cover the costs of any losses incurred as a result of your cancellation or no show which applies to a situation where you chose not to take your course but omit to advise us of the fact in advance of the commencement day of your course. The cancellation policy and charges will be highlighted in the terms against each product prior to booking and these charges will also be displayed clearly on your confirmation voucher and in no circumstances will any refunds be available. By agreeing to these terms and conditions, you agree to pay all charges associated with cancellation or a no show, which in the case of a no show is 100% of the total booking value.

Should you need to cancel your booking, please advise us as soon as possible by emailing info@theitalianschool.co.uk.

8. Changes made by The Italian School before travel

We will do all we can to tell you of any significant changes to your course arrangements. If you do not wish to accept the change, if we can, we will offer you an alternative course of equivalent or superior quality at no extra cost, or a less expensive course with a price refund. Alternatively, you can choose another course and pay or receive any price difference or cancel altogether, receiving a full refund less any amendment fees paid.

The Italian School reserves the right to cancel, change or substitute any service and to decline to accept or retain any course members at any time for any reason including, without limitation, an insufficient number of participants.

9. Circumstances beyond The Italian School's control

No compensation of any kind or responsibility can be taken if due to a circumstance beyond The Italian Schools control, we have to change your course after departure, or we or our suppliers cannot supply your course in full or in part as agreed, or you suffer any loss or damage of any description. A circumstance beyond our or our supplier's control is one that cannot be foreseen or avoided, even after taking all due care and includes but is not limited to war, terrorist activity, civil unrest, industrial disputes and bad weather situations or forecasts.

10. Our liability to you

We act only as a booking agent for the relevant supplier of any product on the booking and we have no liability of any kind whatsoever to you or your party or dependants for any death, personal injury, loss, consequential loss or damage of any kind you or your party or your dependants may suffer unless caused by our own negligence. The Italian School, our employees or agents are acting either as agents for the relevant supplier or as an agent for you and your party.

The Italian School, its agents and suppliers also accepts no responsibility or liability whatsoever for any government restraints, acts of war and terrorism, weather conditions, or for any misadventure or casualty or any other force majeure or causes beyond their control. Subject to the terms and conditions on this site, The Italian School's liability shall be limited to up to the price paid for the booked arrangements.

11. Travel insurance

It is a condition of our contract with you that you and all members of your party have suitable and sufficient travel insurance to cover your holiday as neither The Italian School nor our suppliers can be held responsible for any liability, expenses or losses you incur as a result of being inadequately insured. We strongly recommend that at the time of booking a comprehensive travel insurance policy is purchased.

Please note that for sports and wellbeing holidays that involve any physical activity whatsoever, the supplier may insist that you provide them with a copy of an adequate insurance policy to cover the activities involved in the holiday before you partake in any of those activities. Without adequate insurance, the supplier reserves the right to cancel your holiday without compensation or refund.

12. Health and safety

The health and safety standards that apply to the services provided under this contract should meet the local standards applicable to the booked destinations, and The Italian School monitors wherever possible that local standards have been met. However, note such standards vary widely across the programme and may not match those prevalent in the UK, Australia or USA.

13. Special dietary requirements, food allergies & illness

Please complete the special requests box during the booking process if you wish to make any special requests. We will ask our suppliers and where possible they will try to help but please note such requests cannot be guaranteed. We are unable to tailor our course content for special dietary requirements unless you are booking a minimum of 8 places on the course. However, we will be happy to discuss course content beforehand to allow you to make your own alternative eating arrangements if necessary. There is no reduction in fee in this instance.

14. Passports/Visas and health requirements

It is the responsibility of all passengers, regardless of the passport they hold, to check with the appropriate consulates to determine if any visas are required. As visa and health requirements are subject to change without notice, it is recommended that verification prior to travel be made of existing foreign visa and health requirements. We will have no liability to you if you or any passenger travels without the correct passport or visa or health requirement and you will have to pay to us and the

supplier any costs we incur through assisting you. Should you not have the correct visa in order to commence your course, you will have to pay to the supplier the full cost of the course.

15. Holiday voucher(s):

You will receive a personalised The Italian School Voucher for each holiday booked. In order to access and print your Voucher(s), you will be emailed from info@theitalianschool.co.uk with an attached PDF document that contains you're the Italian School Voucher(s).

You must provide a The Italian School Voucher to the appropriate service provider in order to redeem your holiday. Your reservation cannot be honoured or redeemed without presenting a valid The Italian School Voucher.

Please note that your The Italian School Voucher(s) can be confiscated and immediately cancelled without refund if your signature and/or name do not match those shown on either your credit card or voucher. This is for identification purposes and helps us to prevent fraud. We will have no liability to you if you or any passenger travels without the correct identification and you will have to pay to us any costs we incur through assisting you.

16. Your responsibility

Please note you are responsible for your and your party's actions. If we or our suppliers believe your actions or those of your party could cause danger, upset or annoyance to other customers, guests or staff, we or our suppliers may end your booked arrangements immediately. In this event we, nor our suppliers will pay compensation, make refunds nor pay any expenses you suffer as a result.

17. If you have a complaint

If you have cause for complaint whilst on your course, this must be brought to the attention of the relevant supplier immediately so that action can be taken to remedy the problem. Failure to report your complaint in this way may jeopardise any claim you subsequently make. Complaints must also be notified in writing by email to the The Italian School Customer Services Department within 28 days of the end of your trip.

Email: Info@theitalianschool.co.uk

The Italian School
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