

## Terms and Conditions

### Please read terms & conditions in their entirety and sign them

These terms and conditions, together with the Application form a contract by and between the student (hereinafter, "Student") and Sant'Anna Institute, (hereinafter, the "School").

#### Enrollment

To enroll, it is necessary to complete the appropriate form. The form must be completed in all its parts and signed by the participant. The enrollment form must be accompanied by a deposit equal to 30% of the full amount.

**ACCEPTANCE:** The School will notify the Student of the School's acceptance or non-acceptance into the Program via email.

**AIRFARE & TRAVEL TO/FROM SCHOOL:** The Student is expected to travel completely independently to Sorrento. Student is solely responsible for getting to and from Sorrento, regardless of major flight delays, cancellations, or other complications. It is the Student's responsibility to confirm flight(s).

The School is not responsible for airline and airport policies, fees, delays, mechanical troubles, employees, weather delays, luggage damage, luggage weight allowances, lost luggage, accommodations or transportation for flight delays, compensation for flight delays or missed connections, or any other airline complications. In the event of an overnight flight delay, the School is not responsible for providing escorting/chaperoning services, overnight hotel accommodations, transportation, and meals.

If a Student is denied boarding, or if the Student does not have the required travel documentation, or if the Student fails to board, the responsibility of making alternative travel arrangements and the cost of same shall be the responsibility of the Student. Student acknowledges that some airlines will not deliver lost baggage to the ticket holder at the ticket holder's final destination.

If this occurs, Student agrees that the cost of lost baggage reclamation is the financial responsibility of the Student. The Student acknowledges that the Program itinerary shall not be changed to accommodate meeting or connecting with a student whose flight was delayed, missed, or canceled.

**APPLICATION:** The Student hereby makes application for acceptance into a program, (hereinafter the "Program"), to be conducted by the school. The School reserves the right to accept or reject the Student's Application in its sole and absolute discretion. The Program begins when a representative of the School physically meets the Student at the School. The Program ends once the last lesson has ended.

#### Confirmation of enrollment

Once the application and deposit have been received, the Centre will forward confirmation of registration.

#### Settlement of payment

Payment must be settled within three days from student's arrival.

## **Participation**

Sant'Anna Institute never cancels a class. The Minimum number of students in group classes is three. Classes with less than three participants will be reduced from 4 hours to 2.5 hours

**BEHAVIOUR:** The School naturally expects all Students to treat fellow students, flat mates and families with respect. The Program directors will not allow disruptive or misbehaving Students to impair or diminish the Program benefits for the other Students. The Student's violation .

## **Cancellation of Participation**

**1. Cancellations must be sent by registered mail.**

**2. Cancellation fee for Italian courses with a duration of 1 to 4 weeks: 75 Euro**

If a cancellation for an Italian course with a duration of 1 to 4 weeks is made more than 21 days before the beginning of the course, the school will refund the deposit less the cancellation fee and the bank charges.

**3. Cancellation fee for Italian courses with a duration of 4 weeks and longer: 250 Euro**

If a cancellation for an Italian course with a duration of 4 weeks and longer is made more than 21 days before the beginning of the course, the school will refund the deposit less the cancellation fee and the bank charges.

**4. Should a cancellation be required less than 21 days prior to arrival, no deposit refund will be due.**

**5. Deposits and fees are non transferable.**

6.If a student does not attend, withdraws, shortens their course after it has begun or is late, tuition and accommodation fees will not be refunded. No refunds are allowed for a delayed start or premature departure. Student tuition is never refunded due to absence from class and study hours subsequently lost can not be made up.

**7.Cancellations for last Minute Enrolments:** In addition to the aforementioned cancellation policy, students that cancel at the last minute for our courses are still obliged to pay the total amount for the course and accommodation they have reserved. No refunds of course and accommodation fees are permitted for a delayed start or premature departure.

8. Cancellation fee for Visa refusal: Sant'Anna Institute will send the VISA documents after the receipt of the full payment for the Italian course and accommodation costs. Should the student receive a VISA refusal, Sant'Anna Institute will refund the student for the amount paid deducted of 250€ as cancellation fee plus bank charges.

## **Notes about Italian Language Courses**

The school will be closed on the following national holidays: February 14th, April 2nd,

April 25th, May 1st, June 2nd, August 15th, November 1st, December 8th. There will be no lessons on these days. No refund of fees. From December 21<sup>st</sup>, 2017 to January 06th, 2019 the school will be closed for the Christmas holidays.

No refunds or make-up lessons will be held for lessons not held on these dates. Missed afternoon individual lessons on National holiday dates will be re-scheduled.

## **Student Apartments and Homestay**

It is the student's responsibility to inform the landlord or host family directly about their exact time of arrival in Sorrento. Students must fix an appointment to receive their apartment's keys. SANT'ANNA INSTITUTE declines any responsibility if the student does not contact the landlord at least 24 hrs before arrival. If not scheduled in advance, students may risk not finding the landlord at the apartment, as they do not always live nearby. All landlord contact information is provided with the reservation.

#### Apartment reservations

Accommodation offers are valid for 1 week after our e-mail notification to you. Unfortunately we can not keep apartments reserved indefinitely.

#### Cancellation of Accommodation

Accommodation cancellation policies depend on the cancellation policy applied by the type of accommodation booked (private apartments, Bed & Breakfasts, Hotels, Campings, etc.).

For shared apartments and families, Sant'Anna Institute will apply the following policy:

1. Cancellations must be sent by registered mail.
2. If a cancellation is made more than 21 days before the arrival, the school will refund the deposit paid for the accommodation deducted of 1 night fee
3. If a cancellation is made less than 21 days before the arrival, the school will refund the deposit paid for the accommodation deducted of 3 nights fee
4. Should a cancellation be required less than 21 days prior to arrival, no deposit refund will be due.

COURSE LEVEL CHANGES: Students who wish to change course levels must refer to the Director of Studies.

EFFECTIVE DATE: The effective date of this Contract shall be deemed to be the date on which the Student sends the Application Form.

FEES INCLUDE: Entry level test, Textbooks, Lessons, certificates, use of facilities such as the library and study zones, Wi-Fi connection at the School, and the "Co-curricular and Social Activities" offered by the School (trips/activities requiring additional payment are not included).

FEES DO NOT INCLUDE: Accommodation, transfer to and from the train-station/airport, bank charges, insurance, and any other fees not expressly mentioned under "Fees Include".

FORCE MAJEURE: The School shall not be responsible for its non-performance under this Contract, in whole or in part, if such non-performance is on account of events outside the control of the School including, but not limited to, acts of God, war, labor strikes, transportation strikes, political turmoil/revolt, or inclement weather.

HOUSING: By carefully following the preferences specified by the Student in the enrollment form, the accommodation department does its best to ensure that Student is placed in the most suitable housing choice. Student should specify

any particular requirements and expectations in the enrollment form. Students are responsible for the day to day cleaning of their room/apartments.

**HOUSING CHANGES:** Housing changes will be taken into consideration after the Student submits in writing the reason for the need of housing change. Housing will be changed in the event that there is a serious problem or particular situation requiring a need of housing change. The School will apply a fee of Euro 50 for unjustified changes.

**INFORMATION:** The school will send the Student by email all the necessary information at least 2 weeks before the beginning of the course, and only after having received the 30% deposit (course + accommodation + administration fees).

**INSURANCE:** Students are strongly advised to obtain medical and personal insurance before leaving their home country. Student shall be solely responsible for obtaining and maintaining health insurance. The School does not provide any insurance of any kind for the Student, including health, accident, life, or property loss insurance. The Student acknowledges that in the event the Student has a medical need that requires medical attention, evacuation or repatriation that any such care or evacuation is at the Student's sole expense.

**LANGUAGE OF LESSONS:** All of the School's lessons and activities are held in Italian unless otherwise specified.

**LOST/STOLEN OBJECTS:** The School is not responsible for any lost/stolen objects in or out of the School (including accommodation).

**MINIMUM AGE:** The School will accept Students under 18 years of age only under the supervision and legal responsibility of the Student's parent(s) or legal guardian(s).

**PASSPORT, VISA, AND TRAVEL DOCUMENTATION:** Passport, visa and other required travel documentation depend upon Student's nationality. Having proper travel documentation in hand at time of travel is the sole responsibility of the Student. The Student's passport should expire no less than 6 months from the Program's ending date. Refunds will not be given for failure to provide valid passport, visa or other required travel documentation.

**PAYMENT METHODS:** Student must provide evidence of payment to the School. The School accepts cash, credit cards (Visa and MasterCard), bank transfer in Euro. Euro check's and Italian bank check's are not accepted.

**POSTPONING:** The School will apply a 50,00 Euro accommodation fee to Students who postpone the beginning of a course with two or more weeks written notice. These fees do not apply in case of postponing due to documented Visa issues.

If a student does not attend, withdraws or shortens his/her course after the course has begun, tuition fees will not be refunded. No refunds are allowed for a delayed start or premature departure. Student tuition is never refunded due to absence from class and study hours subsequently lost can not be made up.

**PURCHASING & BOOKING AIRFARE:** Airfare is completely and fully independent of the Program. The School does not refund airfare or airline change fees for any reason. It is the sole responsibility of the Student to accurately purchase airfare on the correct flights and dates even if a third party provider is used to book the ticket. The School is not responsible for service levels, accuracy of bookings, flight changes or cancellations, fees, or any other service provided by an airline or travel agency. The School is not responsible for improper bookings even if a copy of your flight itinerary was delivered to the School for verification. Any improper bookings or airline flight changes will be at the full and sole responsibility of the Student.

**RELEASE OF PHOTO AND VIDEO USE:** The Student acknowledges that the School has the right to use photos, film, or other images recorded of the Student while participating in the Program. Student accepts that these images may be used in brochures, catalogs, website, video/slide-show presentations, and all print media.

**STUDENT VISA:** Citizens of the European Union and EEA states do not require a permit to stay in Italy. Non-EU Citizens must contact the nearest Italian Embassy or Consulate for details regarding entry permits. The School will provide documents needed to obtain a visa. By law, these documents may only be issued after the Student has registered and all course fees are paid in full. Students are responsible for obtaining their visa and for any visa-related expenses such as mailing charges (approximatively Euro 35) which will be added to the total course fees.

#### **Airport Pick-up Service**

If an airport pick-up has been reserved, all flight changes or delayed flights must be immediately communicated directly to the Centre by the arriving student. SANT'ANNA INSTITUTE telephone number is +39 081 807 55 99 and the emergency contact numbers are 328 05 29 335 (Olga Stinga) and 339 187 08 07 (Cristiana Panicco). If the Centre will not be informed of the delay within at least 1.5 hrs before the scheduled arrival time in Naples, the school will not be responsible and the appropriate fees will still be due.

#### **Sorrento City Tax**

€ 3,00 per person per night, for a maximum of 7 consecutive nights.

According to Sorrento City Council resolution n. 99 of 29/11/2011, from April the 1st to October the 31st . the City of Sorrento will introduce the tourism tax applied to non-residents overnight staying, for a maximum of 7 consecutive nights. The tourism tax per person per night is not applied to children up to 18 years old. The collected funds will help the City improve the quality of the tourist services and finance works aimed at maintaining, using and salvaging the city's cultural.

**PERSONAL DATA:** I hereby consent to the aforementioned conditions.

We inform you, according to the Italian law D.L. 196/03, art. 13 concerning privacy, that your personal data will be used according to the Italian privacy law, also through mechanical instruments and/or automated ones, only to fulfil

legal obligations, to realize the completion of all necessary formalities linked to the conclusion, implementation and management of your contract.

#### **DISCLAIMER CLAUSE**

The Institute is not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in excursions and trips, including injury, loss or damage which might be caused by the negligence of THE RELEASEES. Excursions include transportation by bus, travel by public transportation, and other activities as determined by the Institute, which will not be responsible for accidents or strikes.

#### **DESCRIPTION OF RISKS**

In consideration of my participation in the excursions programs and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the excursion program and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during the excursion programs and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illnesses resulting from any meal arranged for me by organizers;
- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocations, head, facial eye and/or dental injuries which might result from participation in excursions and trips.
- Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the Releasees;
- Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities; and
- Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor venue.

#### **MEDICAL/HEALTH & TRAVEL INSURANCE**

1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. The Releasees will provide no medical/health insurance. In the of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The Releasees will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

#### **INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for allowing me to voluntarily participate in the program and all related activities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the program and all related activities, even though such risks may be caused by the negligence of the Releasees;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in program and all related activities, even though such injury, loss or damage may have been caused by the negligence of The Releasees;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the activities / trips;
4. TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in the excursion program and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of The Releasees

#### **MEDICAL CONDITIONS**

1. I agree to advise the organizers of the Event prior to the start of the activity of any existing medical conditions or injury

#### **ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

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**Signature of Participant**