TERMS & CONDITIONS

Preamble

These terms and conditions form the agreement between Instituto Cervantes and the student. It is the student's responsibility to fully read, understand and agree to all the terms and conditions prior to enrolling and payment of fees. Payment of fees for any of the courses confirms and verifies that the student has a full understanding of all terms and condition and willingly accepts all terms.

Section A applies to GENERAL, INTENSIVE and SPECIAL COURSES, and PRIVATE CLASSES.

1. Students should consider their personal commitments and circumstances before enrolment as we regret that no fees are refundable under any circumstances once the course has started. No partial refund can be granted for classes not attended or cancelled once course has commenced. Postponement of the commencement of the course is not allowed once the start date of the course has elapsed. Exceptional circumstances may be taken into account when due justification is provided.
2. Cancellations prior to the commencement of the course start date must be made in writing, by fax or email at least 5 working days before the beginning of a course. All cancellations are subject to a $50 administrative fee. It is recommended that students contact Instituto Cervantes Ltd within 24 hours of submitting a request for cancellation to confirm the cancellation request has been received.
3. Payment cannot be adjusted on a pro rata basis. Missed classes cannot be transferred to another academic term.
4. Instituto Cervantes reserves the right to cancel a course if there are insufficient student enrolments or if unforeseen circumstances arise. In such cases, students will be given a full refund or given the possibility of attending another class within the same level.
5. Instituto Cervantes' educational system is based on Language Immersion. For this reason, classes will be primarily taught in Spanish.
6. Instituto Cervantes reserves the right to change teachers during a course. Trainee teachers may occasionally participate in classes.
7. Instituto Cervantes reserves the right to change, in exceptional circumstances and with prior notice, the timetable of a class.
8. In exceptional cases, where the minimum number of student enrolments required to hold a class with the advertised duration has not been met, the total duration of the class may be reduced, or the option of keeping the same duration will be given provided that the students accept a price variations that might apply in both cases.
9. If a student wishes to change classes within a course or to change to a different level, they can do so within the first two weeks of the trimester, as long as there are places available in the class that they wish to transfer into. After this period, transfers will only be considered in exceptional circumstances, provided that there are places available in the relevant class.
10. There are no exams to move from one level to another or from one course to another, but the student has to pass the in-class self-assessment tests. Teachers may suggest that a student repeat a course if they consider that the student has not mastered the course content.
11. In exceptional circumstances, classes may be held outside of the Instituto Cervantes' facilities.
12. Institute Cervantes reserves the right to withdraw any student from a course as a result of inappropriate behavior and/or offensive language towards staff and/or other students. In the event this occurs, Students are obligated to pay any outstanding fees owing and are not eligible for a refund of any kind.
13. The student can request a certificate of attendance at the end of the course. Fees will be applied.
14. The payment of fees implies acceptance of the terms and conditions set out in this section.
15. 15. The minimum age recommended to participate in our adults group classes is 16 y.o., prior parents consent.

PRIVATE CLASSES

1. The classes can take place at the Instituto Cervantes or online on ZOOM, and can be one-on-one or in groups of up to two students.
2. The minimum duration of each class is 1 hour and maximum 2 hours.
3. Reasonable notice must be given (minimum of 24 hours) to the Instituto Cervantes if students are unable to attend class. The missed lesson(s) will be rescheduled (maximum of three lessons) to a later date.
4. Students who fail to provide reasonable notice in relation to the rescheduling of a specific private class will be required to pay an additional charge of $100 for lessons rescheduled after the 24 hour cut-off period.

In the event that students request a class to be rescheduled, staff will organise a class at a later date that accommodates the student as well as the teacher, within the three-month period established herein.

5. Once the schedule for the private classes—including the days and times of each session—has been agreed upon and set in advance, no changes will be accepted. Exceptional circumstances may be taken into account when due justification is provided.
6. The payment of fees implies acceptance of the terms and conditions set out in this section.

CHILDREN'S CLASSES

1. Ages: Children's classes are intended exclusively for students between the ages of 4 and 11. It is the responsibility of parents or legal guardians to ensure that the child is enrolled in the appropriate age group.
2. Supervision: All minors must be accompanied by a responsible adult upon arrival at the centre and must be picked up promptly at the end of the class. The Instituto Cervantes is not responsible for minors outside of class hours.
3. Authorisation: By enrolling a minor, parents or legal guardians accept these terms and conditions and authorise the Instituto Cervantes to deliver classes, as well as to act in case of emergency according to its internal protocol.
4. Child Protection: Teaching and administrative staff working with minors comply with local child protection regulations, including the verification of the Working With Children Check (WWCC), in accordance with the legislation in force in New South Wales.
5. Recordings and Materials: Recording or taking photos during classes is not permitted without prior written authorisation from the Instituto Cervantes. If the Instituto wishes to take photos or make recordings for promotional purposes, written consent will be requested from the parents or guardians.
6. Conduct and Discipline: Children are expected to behave respectfully during classes. In cases of repeated inappropriate behaviour, the Instituto reserves the right to cancel the student’s enrolment without the right to a refund.
7. Refund and Cancellation Policy: Enrolment in children’s courses is subject to the Instituto Cervantes’ general cancellation and refund policy, available on this same page. No refunds will be issued for individual absences.

CORPORATE COURSES

1. The classes take place at the Instituto Cervantes or at the company’s premises, and can be one-on-one or in groups of up to two students.
2. The minimun duration of each class is 1 hour.
3. The schedule of classes will be established before the start of the course and must be completed within three months.
4. Reasonable notice must be given (minimum of 24 hours) to the Instituto Cervantes if students are unable to attend class. The missed lesson(s) will be rescheduled (maximum of three lessons) to a later date.
5. Students who fail to provide reasonable notice in relation to the rescheduling of a class will be required to pay an additional charge of $50 for lessons rescheduled after the 24 hour cut off period.
6. In the event that students request a class to be rescheduled, staff will organise a class at a later date that accommodates the student as well as the teacher, within the three month period established herein.
7. The payment of fees implies acceptance of the terms and conditions set out in this section.

Section B applies to the PLACEMENT TEST

1. The price of the placement test will be deducted from the fees of the courses referred to in Section A upon the student’s enrolment.
2. The placement test is valid for a period of 4 months from the date on which it is sat.

Section C applies to AVE COURSES WITH TUTOR SUPPORT

Terms 1, 2 and 3 in Section A apply, in addition to:

1. For online AVE courses with Tutor Support, students are entitled to 4 x 30 minute lessons via Zoom. The teacher will propose dates and times for the student to choose from.
2. Students have the option of choosing 4 x 30 minute face to face lessons at the Instituto Cervantes in lieu of the 4 x 30 minute Zoom lessons. You may choose one or the other, not a combination of the two.
3. The Zoom lessons are scheduled during the duration of the course.
4. Courses to obtain a Youth Mobility Programme Visa (A1.1 and A1.2) have a duration of 4 months. The total number of lessons is 6 x 30 minutes.

5. Not connecting to a Zoom lesson implies the cancellation of the class. In this case, the lesson cannot be made up.
6. The non-attendance or cancellation of a Zoom lesson is subject to an administrative fee of $50.
7. To reschedule a lesson, students must advise their tutor by email at least 7 days in advance.
8. If two students are enrolled in an AVE online course at the same level, the teacher may propose a maximum of 2 group sessions instead of the 4 individual lessons.
9. If a student enrols in a level and wishes to change it, the student has 5 days to advise of the change in writing or via email. No changes can be made after this time.
10. Under no circumstances can we grant an extension of the duration of a course.
11. Instituto Cervantes is neither responsible nor liable for any technical difficulties you may experience which restrict your ability to complete the course.
12. The payment of fees implies acceptance of the terms and conditions set out in this section.

Section D applies to TEACHER TRAINING COURSES.

Terms 1 and 4 in Section A, and the following terms:

1. Students who enrol in face-to-face courses must confirm their enrolment at least 2 days before the start of the course. Students who enrol in online courses must confirm their enrolment at least 4 days before the start of the course.
2. Students can confirm their enrolment through the payment of the relevant course fee to the Instituto Cervantes in Sydney.
3. Cancellations must be made in writing, by fax or email at least 2 working days before the beginning of a course. All cancellations are subject to a $50 administrative fee.
4. Students who pay for the course through an international money transfer must cover the associated fees charged by the banks. In case of cancellation, students will be charged 10% of the administrative fees and fees for the international money transfer.
5. In distance learning courses and courses that involve face-to-face and online components, student participation in the course's forum is obligatory. If a student fails to participate, they will not be accredited for the course.
6. Entry requirements: a university degree ('diplomado', 'licenciado' or equivalent degree), and, for students that are not native Spanish-speakers, a B2 level of Spanish. If a student who is not a native speaker does not have an official Spanish language diploma (DELE/SIELE) they must enrol in the first DELE/SIELE examination round following the start of the course. If the student fails to obtain a diploma for a B2 or higher level, they will not be accredited for the course.
7. Class attendance is obligatory and absences must be appropriately justified. In no circumstances can absences exceed 15% of the duration of the entire course. To receive an attendance certificate issued by the Instituto Cervantes, the student must successfully pass all components of the course: online courses, class attendance and practical component.
8. Exceptionally, at the request of the student, the Instituto Cervantes may authorise deferred payment of the course in two instalments; a first instalment corresponding to 60% of the enrolment fee, to be paid before the start of the course, and a second instalment at the second part of the course. In order for the Instituto Cervantes to be able to charge the second instalment, the student must provide the Instituto Cervantes with the details of the debit/credit card on which they wish to make the second payment, undertaking that on the date of payment they will have sufficient funds to make the payment. If the second payment cannot be made, the student will not have access to the remaining part of the course. In the event that the second payment is not received, Instituto Cervantes may claim the outstanding payment from the student.
9. The payment of fees implies acceptance of the terms and conditions set out in this section.