

Service agreement between you and EUREKA

This service agreement shows that EUREKA is transparent about everything it does.

Even though this is a long document, it clearly states all terms and conditions for taking a EUREKA course.

I understand that this is a service agreement between EUREKA, School of Spanish Language, (located in Madrid, Spain) here in referred to as “EUREKA” and myself, the applicant.

This service agreement is subject to the laws of the Kingdom of Spain.

Application

Application information

I hereby state that the personal information I have provided on the EUREKA course application form is true and accurate and does not misrepresent me in any way to EUREKA.

I also state that the written test required for acceptance and to set my Spanish level onto the EUREKA course is my own work.

I have disclosed the true disposition of any past, pending, or potential future criminal proceedings.

I have stated all medical conditions that could affect the other course students or my ability to regularly attend the course on my application form.

Failure to declare such medical conditions could result in EUREKA withdrawing my offer of acceptance. Should EUREKA withdraw the offer of acceptance, any money I have already given to EUREKA will be subject to the Cancellation clause as set out in this agreement.

Once I have started the course in EUREKA, if I am forced to terminate the course for reasons relating to an undeclared criminal or medical issue I will be disqualified from using any part of the Cancellation Clause.

I acknowledge that I have read, understand and agree to the entry requirements for my chosen course and that I will be asked to present documentary supporting evidence when and where required by EUREKA.

Emergency contact information

I will give EUREKA emergency contact information for someone who will be able to advise EUREKA what to do for me in the event of an emergency or situation where I cannot act on my own behalf. I swear that the person I name has agreed to act in the capacity of emergency contact and that the details I have given are accurate.

If it is necessary for an EUREKA representative to use the emergency contact, I authorise EUREKA to freely communicate with the emergency contact person. I

understand that if the contact details I give are false or inaccurate, EUREKA will be limited in its ability to assist me should an emergency situation arise.

Course

Application acceptance

I understand that if I am accepted onto the course, I will initially receive (via email) a letter of acceptance informing me that I have been accepted to attend an EUREKA course on a specific date.

Course place reservation

My place on a particular course date will be guaranteed once I have paid EUREKA a non-refundable deposit or paid for the course in full.

Final fee payment

I understand that I must ensure that EUREKA has received the final course fee balance at 1 calendar month before the course starts in order to maintain my course place guarantee. If I fail to pay the course fee balance at least 1 calendar month before the course start date, I understand that EUREKA reserves the right to move me to the next available course start date.

Course requirements

Submitting a falsified application may be judged as grounds for:

- Immediate withdrawal of my acceptance offer;
- Ineligibility for a future EUREKA course;
- Dismissal from a current course in which I am enrolled.

I agree to attend every class and any other course related meetings and be present at the designated course start time. I acknowledge that habitual lateness or being absent without good cause are grounds for dismissal from the course. Should EUREKA find it necessary to dismiss me from the course, any monies paid to EUREKA will be subject to the Cancellation clause as set out in this agreement.

If I am absent, and depending on the cause of absence, it may be possible to make up the work I have missed at the discretion of the EUREKA course manager.

I acknowledge that unprofessional, disruptive or offensive behaviour are grounds for immediate course dismissal and should this happen I will forfeit all monies already paid to EUREKA.

Personal conduct

During the course I will behave in a courteous and professional manner to any and all persons associated with the course whether they be representatives of EUREKA or other third parties associated with the course.

I acknowledge that unprofessional, disruptive or offensive behaviour are grounds for immediate course dismissal and should this happen I will forfeit all monies already paid to EUREKA.

Accommodation

Accommodation

I agree that EUREKA is not responsible for any aspect of any accommodation that I arrange.

If I select any accommodation from the providers listed on the EUREKA web site or from any other source then I acknowledge that I have no recourse against EUREKA with respect to location, quality, cost, or any other aspect with which I am not satisfied.

EUREKA is not liable for any loss, damage, or injury to persons or property that may occur at any accommodation arranged through EUREKA or otherwise.

Liability waiver

I acknowledge that EUREKA is not responsible for:

- my health, safety, and welfare;
- any loss, theft or damage to my personal property.

Health and safety

Health and medical and insurance

I will take out at my own expense health and/or travel insurance that will provide all coverage required in the event of illness, accident, or death. I will ensure that the insurance I take out will cover me against all medical expenses (including emergency evacuation), all costs for making necessary arrangements in the case of my death. I also agree to purchase supplementary insurance on my own, as may be necessary in order to secure my entry, extended stay, and general well-being or as may be required by the law of the country in which I will reside.

EUREKA is not responsible for: any aspect of my health, injury or death at any time prior to, during, or after completion of the course.

Should I choose to take out insurance from one insurer, I will not hold EUREKA responsible for any business transactions, the consequences of any business transactions or correspondence I undertake with the aforementioned insurers.

Personal safety

EUREKA is not responsible or liable for my personal safety or any information provided to me regarding the safety of any country or region throughout the world.

At no time shall I hold EUREKA responsible or liable for suggestions made or information provided with regard to the safety of a particular country or region of the world.

Travel and Jobs

Travel arrangements

I acknowledge that I am entirely responsible for arranging my own travel and that EUREKA is not responsible for any aspect of the travel arrangements I make.

EUREKA is not responsible for: any aspect of my health, injury or death at any time prior to, during, or after travelling to or from the course.

Should I choose to use one travel service, I will not hold EUREKA responsible for any business transactions, the consequences of any business transactions or correspondence I undertake with the aforementioned travel service.

Entry visas and work permits

I am responsible for obtaining an appropriate visa, where required, prior to my entry into the country of my chosen course location. If I am required to obtain a visa, I shall contact the appropriate embassy or consulate for conditions of the visa and obtain an appropriate visa prior to my entry.

I understand that obtaining a work permit is my responsibility and EUREKA cannot be held liable for my failure to secure one.

Should I fail to attend the course because of visa problems or the lack of any other required documentation for entry into the country where my chosen training centre location is, any monies I have already given to EUREKA will be subject to the Cancellation clause as set out in this agreement.

Job placement assistance

I understand that EUREKA does not guarantee jobs and is not a job agency. Job guidance and assistance is in charge of our English partner enterprise.

When attending job interviews, I agree to present myself in a professional and courteous manner in line with local cultural expectations and academic standards.

Cancellations, refunds and payments

Cancellations and refunds for the 4 week residential course

I understand that course fees are not refundable.

If I am dismissed from the course I am attending or an offer of acceptance is withdrawn due to falsification, no monies will be refunded. If I cancel prior to my first scheduled course start date I will be entitled to a one time reschedule to a future course in the same centre. If I cancel and reschedule prior to my first scheduled course start date I understand that if the course fee changes I will need to pay the difference between what I have paid and the new course fee. Once I have started the course in EUREKA, and due to unforeseen circumstances I am forced to terminate the course before it ends I will be entitled to a one time reschedule to a future EUREKA course. If I cancel and reschedule more than once I will have to pay an additional course deposit each time I cancel and reschedule to a future course.

Cancellations and refunds for accommodation

I understand that the fee for accommodation is non-refundable and rescheduling is not allowed.

Payments

I guarantee that all payments made are taken from my own personal funds. If, for whatever reason, a third party pays for my fees for the EUREKA course on my behalf, I confirm that the third party has agreed to such payment.

I understand that I am responsible for all damages, bank fees, credit card fees, or penalties that may be associated with the un-authorise use, transfer, or disclosure of credit or bank account information (for example but not limited to: any bank charges, disputes, reversals, refunds, legal fees, court fees, or any other fees, expenses or penalties).

I agree that I am responsible for paying all bank fees, charges and other associated costs when making payments to EUREKA.

Buying a course place from another student

EUREKA does not get involved with private sale agreements but will endorse them should the buyer ask for proof that authenticates the sale.

Discounts and special offer fees

From time-to-time EUREKA offers discounts or special fees for selected courses. These fees are of fixed duration and ONLY apply to the course that was paid for on special offer. If I choose to transfer to a different course I acknowledge that I will have to pay the difference between the special offer fee and the fee for the course I want to transfer to.

Like all companies, EUREKA has special offer fees for a limited time only. If I enrolled for a course before the offer started or after it finished, I acknowledge that I am not entitled to any refund.

If I am referred by someone and then take advantage of a special offer fee course or a course fee discount , I acknowledge that the person referring me cannot collect their referral fee.

Discounts are only given to students that apply and enrol directly through EUREKA.

Correspondence

Email

I acknowledge that all official correspondence shall be conducted via email. I understand that if I want to change any arrangement I have with EUREKA (re-schedule, change, cancellation etc.) I must do so via email. Should my email address or pertinent contact information change, I shall notify EUREKA within a reasonable amount of time.

I understand that it is my sole responsibility or the responsibility of my authorised representative to check for all continuous email correspondence from an authorised EUREKA representative.

I understand that when EUREKA is reaching the maximum number OF STUDENTS PER COURSE, I will receive a courtesy email if I am not fully paid. I understand that the purpose of this email is to guarantee my course start date if my course is oversubscribed.

Although my deposit guarantees me a place on the course of my choice, the EUREKA Service Agreement also states that EUREKA reserves the right to move me to another course date if payment is not received at least 30 days before the start date or if EUREKA is reaching the maximum number allowed and there are other students willing to pay in full to get the last remaining spots.

I understand that I may delay my final payment until 30 days before my course start but if there are no more places left at that time, I acknowledge that EUREKA will move me to another course start date.

Course changes

Course information

I understand that the information contained in all EUREKA literature, including the EUREKA web site, emails, printed material etc. is believed to be accurate. However, I understand that it may be subject to errors, changes, omissions, availability of courses, or withdrawal of special offers without notice. It is the responsibility of the applicant to contact an official EUREKA representative for periodic updates as the terms of the EUREKA course offering are subject to change without notice.

End of course survey

At the end of each course I will be asked to complete a student survey form. I allow EUREKA to use all of the information I write on the student survey form in its promotional literature regardless of media type (e.g. web, print, tv, radio etc.) and as a source of ideas for making changes to any aspect of the course.

Course changes, service changes and fee changes

I understand that in order to improve the quality and content of the course, EUREKA reserves the right to change any aspect of the training programme, associated services and course fees without notice.

I also understand that EUREKA has the right to correct errors relating to all written material that refer to services offered and fees.

Accommodation acceptance conditions

I acknowledge and agree to the following terms and conditions:

- EUREKA is providing this service to help me get reliable accommodation without the additional cost of a middle-man.

- EUREKA is not responsible for any aspect of any accommodation arranged using these or other services.
- The accommodation fee is not refundable and only for documented reasons relating to personal safety will EUREKA assist me in finding alternate accommodations. In the event that EUREKA has to find me alternative accommodation I agree to pay any additional costs required to get the alternative accommodation.
- I understand that there is no guarantee that EUREKA will be able to find alternate accommodations within the time I have paid for.
- I understand that all prices are subject to change without notice.
- I understand that it is my responsibility to ensure that I am fully aware of all fees, deposits, payment terms etc. prior to using this accommodation service.

Terms and conditions for the Student Visa money back guarantee

I understand that EUREKA will refund 100% of my student visa reservation deposit subject to the following terms and conditions:

- I understand that a student visa is only issued in my home country. The definition of Student Visa ONLY covers the issuing of my initial Student Visa in my home country. The extension procedure, application for a part-time work permit under article 90 of the current student visa legislation and any subsequent renewals are NOT covered by the money back guarantee.
- The money back guarantee does not apply to any problems of any type that arise after my initial student visa has been granted.
- If I fail to get a student visa, I must inform EUREKA within 7 days of my rejection. I understand that I must mail the original letter of rejection to EUREKA.
- If my student visa application is rejected for reasons related to my personal data including (but not limited to): lack of financial support, undisclosed personal information, false information given to the consulate/embassy, criminal record, health reasons, accommodation requirements etc. then EUREKA will NOT refund my student visa reservation deposit.

Replacement certificate

If I lose my certificate(s) I understand that I will have to pay a replacement fee. The replacement fee will be told to me when I ask for a replacement certificate.

Acceptance

Service agreement acceptance

By completing the application process and submitting my application for the EUREKA course to EUREKA, School of Spanish Language I hereby state that I agree to be bound by the content of this EUREKA Service Agreement.