

# Revised enrolment terms

Version 2026-10-11 · English version of the revised clauses

This document translates the revised clauses applied to the General Terms. The consolidated Spanish General Terms are supplied separately and include the unchanged clauses. These revisions apply to new enrolments accepting this version; existing enrolments retain their accepted version and the protections in clause 82.

## 3.1 · Acceptance of the supplied version

The Family accepts the version of the General Terms in force on the enrolment date, made available before signing and supplied digitally with the contract copy. Later internal rules are binding only if communicated in writing and if they do not change the Family's rights or financial obligations, except under clause 82. Payment or attendance alone does not replace express acceptance.

## 4.4 · What the enrolment fee covers and when it is refunded

The enrolment fee covers registration administration, coordination of the initial assessment and reservation of a place during the academic year; the level assessment and trial lesson are free. It is generally non-refundable once lessons start, except: (a) cancellation under clause 9 bis; (b) the group does not open or the Academy cannot provide the agreed timetable; or (c) within the first month of lessons, the Academy proposes a level-related group change that the Family cannot accept because of the timetable or price, under clause 26.5. The enrolment fee is refunded in full in these cases.

## 5.1 · Level assessment and trial lesson

A level assessment is a free assessment of the student's knowledge. A trial lesson is a free lesson to experience the teaching approach; the advertised online trial lasts 45 minutes. Neither creates a paid enrolment nor guarantees a place. For secondary-school students and adults, the level check takes place before the enrolment fee is paid.

## 5.4 · Provisional placement

Initial placement is provisional for the first two weeks of lessons while the teacher checks that the student can follow the course content. If the level is unsuitable, the Academy will propose alternatives and clause 26.5 applies. This period does not restrict the statutory right to cancel.

## 8.2 · Renewal enrolment fee

The reduced renewal fee applies only to students who completed the whole previous course through its official end date. Previous enrolment alone is insufficient. Announced place-reservation deadlines do not change this pricing criterion.

## **9 bis · Right to cancel distance enrolments**

9 bis.1. Where the contract is concluded at a distance, without the Family and Academy being physically present together, the Family may cancel within 14 calendar days of conclusion, without giving a reason or paying a penalty. The payment method alone does not determine whether a contract is a distance contract.

9 bis.2. An unequivocal statement by email to [info@simplyenglish.es](mailto:info@simplyenglish.es) or WhatsApp to 674 452 384 is sufficient. The Annex form is optional.

9 bis.3. The Academy will refund payments, including the enrolment fee, within 14 calendar days of notification, using the original payment method unless another method is expressly agreed at no cost to the Family.

9 bis.4. If the Family expressly requests lessons to begin within those 14 days, after receiving cancellation information, and then cancels, only the proportionate amount for services actually supplied up to notification is payable. Without that express request, no charge is made for services supplied during that period.

9 bis.5. Books bought at a distance are subject to statutory cancellation rights. Handling beyond what is necessary to establish their nature and characteristics may reduce the refund for diminished value; it does not automatically remove the right to cancel. Digital content is excluded only where the legal requirements for prior express consent and acknowledgement of loss of the right are met. Rights concerning defective or non-conforming goods remain unaffected.

## **10.5 · Total course price**

Prices are final, including any applicable taxes. For a full September–June course, with eight full monthly payments and two half payments, tuition totals nine times the monthly fee: €60/month = €540; €75/month = €675; €80/month = €720; €85/month = €765; €110/month = €990. The applicable enrolment fee is added where due: €30 initial or €15 renewal in 2026–2027; €35 initial or €25 renewal from 2027–2028. Discounts are disclosed before contracting. Books and examination fees are quoted separately before acceptance. Mid-course enrolment is calculated under clauses 9.1 and 10.4. Annualised pricing does not prevent withdrawal under clause 16.

## **12.2 · Bank charges for returned direct debits**

A direct debit returned for reasons not attributable to the Academy may incur a charge of up to €5, limited to the actual, demonstrable bank cost of the return, payable with the outstanding fee. This is described as bank charges for returned direct debits.

## **16.3 · Effective date and exceptions**

Ordinary withdrawal is not retrospective and does not entitle the Family to a refund for the current month, except under clauses 9 bis and 26.5 and applicable statutory rights. Written notice before the 25th remains required to avoid the following month's fee. Statutory cancellation and withdrawal following essential changes are not subject to that ordinary deadline.

## **19.3 · Price of a group change**

Any higher fee resulting from a group change requires the Family's prior express acceptance and applies from the following month. Changes proposed by the Academy are subject to the rights in clause 26.5.

## **22.4 · Book reservations and returns**

Ordering books through the Academy is optional. The full amount is refunded if the order is cancelled before delivery. Under the Academy's commercial returns policy, delivered books may be returned within 14 days of delivery if new, unmarked and with digital codes unactivated. This policy supplements, and does not restrict, statutory cancellation and conformity rights.

## **23.4 · Sibling and AMPA discounts**

The €5 monthly sibling discount applies to each enrolled sibling after the first. It does not apply to cousins, even if they live together or enrol together. The 50% AMPA discount applies to the relevant enrolment fee where an agreement exists and evidence of membership for the current academic year is supplied. The AMPA enrolment discount can be combined with the monthly sibling discount. Clause 23.2 is amended to expressly allow this combination; other discounts can be combined only where expressly confirmed.

## **26.3 · Changes proposed by the Academy**

The Academy may propose group changes for justified academic, teaching, organisational or level-related reasons, explaining the reason and alternatives in writing. Any timetable change or fee increase is subject to clause 26.5.

## **26.4 · Financial effects**

Price differences arising from changes of group, hours, level or format apply only with the Family's prior express acceptance. A higher fee starts the following month and cannot be imposed unilaterally.

## **26.5 · Rights when the Academy proposes changes**

If the Academy proposes a change of group, timetable or level involving a different timetable or a higher fee than agreed, it will explain the reason in writing. The Family may accept, with the new fee applying from the following month, or decline and withdraw without penalty or the following month's charge. If proposed within the first month of lessons, the enrolment fee will also be refunded. Advance payments for services that will not be supplied will be returned. A higher fee cannot be imposed without the Family's express agreement.

## **27.1 · Lesson timetables**

Timetables are agreed for the contracted course, group or format. Changes justified by academic or organisational reasons will be communicated in writing, subject to clause 26.5 and, where applicable, the notice period in clause 82.

## **39.4 · Refunds following disciplinary cancellation**

In cases under clauses 39.3 and 40.3, advance payments for later months and services not supplied will be refunded. Non-refund of services already supplied does not authorise retention of payments for future services.

## **72.3 · Exercising data protection rights**

Rights will be handled under the GDPR and Spain's LOPDGDD. An outstanding debt or ongoing contract does not itself prevent access or rectification. Only statutory restrictions apply, with their basis explained; a legal retention duty for some data does not justify refusing all rights indiscriminately.

## **73.2 · Specific image consent**

Consent is voluntary and separate for the website, social media and internal posters. No option is preselected and refusing image use does not prevent enrolment. Where processing relies on consent, students aged 14 or over give their own consent and sign their choices; a legal representative acts for children under 14. A minor's enrolment contract is still entered into by their legal representative. Rules protecting children's image rights also apply.

### **73.3 · Scope and withdrawal of consent**

Images will be used only in authorised channels. Other uses require specific consent where necessary. The person giving consent may withdraw it by email or WhatsApp without affecting the lawfulness of earlier use. Requests from the student aged 14 or over will also be honoured.

### **75.1 · Internal teaching recordings**

Lessons will be recorded only for internal teaching purposes, with advance information about the purpose, who can access the recording and how long it will be kept, and with the necessary lawful basis and safeguards. External publication requires the relevant specific authorisation. Children will not be recorded merely for convenience.

### **79.3 · Reviews and protection of others**

Honest opinions, reviews and complaints may be expressed freely in accordance with applicable law. Personal data, private information or images of others must not be published without authorisation, nor may insults or threats be posted. This clause does not restrict legitimate complaints or reports.

### **82.2 · Advance notice of essential changes**

Justified changes affecting prices, timetables, included services or other essential terms will be communicated to each Family in writing at least one month before taking effect, explaining the reason and the right to withdraw without penalty.

### **82.3 · Right to withdraw following changes**

A Family that does not accept a change may withdraw without penalty before it takes effect, without the new terms or the ordinary 25th-of-the-month deadline applying. Advance payments for services not supplied will be refunded. Prices will generally change only at the start of the academic year. Continuing to attend does not replace express consent where required.

### **88.3 · Official complaint forms**

Official Junta de Andalucía complaint forms are available to Families at the Academy. Electronic complaints are handled through the applicable Hoja@ system and Junta de Andalucía channels. The relevant framework includes Decree 82/2022 and the Order of 24 April 2026. These channels do not limit other complaint rights.

### **91 · Private lesson packs**

A single hour costs €25; a five-hour pack costs €100 and a ten-hour pack €170. Packs are valid for six months from purchase. At least 24 hours' notice is required to reschedule; later cancellations or non-attendance use the booked session unless a more favourable arrangement is agreed. If the customer cancels a pack, the refund is the amount paid minus €25 for each hour used or consumed under this rule, with a minimum refund of €0 and no additional debt. Sessions cancelled by the Academy will be rescheduled or refunded. Clause 9 bis always applies; during statutory cancellation, the proportionate calculation uses the agreed pack price.

## **92 · Intensive courses**

The 70-hour intensive course costs €490, including lessons and materials. Including an examination: B1 €665, B2 €755 or C1 €765. If the course does not run because of insufficient enrolment or a reason attributable to the Academy, the course price is refunded in full. No non-refundable deposit is introduced. Cancellation before the start entitles the customer to a course refund; after the start, tuition not supplied is refunded in proportion to the remaining hours. Examination fees are separate and governed by Trinity's conditions disclosed beforehand, without prejudice to statutory rights. Fees for registrations not processed will be refunded.

## **Related replacements and deletion**

Clauses 80.1 and 81.2 use the acceptance rule in clause 3.1. Clause 84.2 is deleted: an invalid clause is not replaced merely to preserve its original purpose. Clauses 39.3 and 40.3 expressly preserve refunds for future services. Clause 74.1 allows the consenting student aged 14 or over to withdraw consent. Clause 82.1 is expressly subject to clauses 26.5, 82.2 and 82.3.