

Terms & Conditions – PEACH TRAVELING SCHOOL

1) Identification of the Parties

The present Terms and Conditions that apply to the services offered at the URL www.peachtravelingschool.com are accepted by:

On the one hand, by Peach Travels BV (hereafter referred to as, "PeachTravelingSchool"), with VAT number NL857788322-B01 and corporate address at Hulst 115, 5662 TE Geldrop, The Netherlands, registered at the Chamber of Commerce in Eindhoven, the Netherlands with number 69219354. And on the other hand, by the "Client" or person in whose name the reservation is realized.

2) Definition and interpretation of these Terms & Conditions

The present Terms and Conditions are subject to Dutch law and binding both parties, by its acceptance, to its fulfillment.

These Terms and Conditions can be saved and printed by the Client and is recommended to do so. PeachTravelingSchool will not proceed to logical filing of the enrollment forms of the Clients in accessible media, therefore it's recommended for Clients to save a copy to their system of the filled out enrollment form sent to PeachTravelingSchool to finalize their reservation.

Modification or correction of the data by the Client must be notified immediately to PeachTravelingSchool by e-mail to: info@peachtravelingschool.com.

3) Inscription and Payment

The Client can enroll for any of the itineraries by filling out the Enrollment Form and sending it by e-mail to PeachTravelingSchool: info@peachtravelingschool.com.

PeachTravelingSchool, after verifying availability, will send the Client the "Booking Confirmation" by e-mail, which will also specify bank details so payment by bank transfer can be made. If the filled out Enrollment Form is received by PeachTravelingSchool later than 28 days before the starting date of the chosen itinerary, the Client must fulfill 100% of the amount of the itinerary in a single payment; whereas when the Enrollment form is received 28 days or more before the starting date of the chosen itinerary, payment can be made in 2 installments: the first 20% during the next 5 days and the final 80% 28 days before the starting date of the chosen itinerary.

Once first payment is received (20% or immediately 100%), it means that the contract between PeachTravelingSchool and the Client is definitively established and PeachTravelingSchool will send the Client the "Final Booking Confirmation" by e-mail.

If the first payment or final payment isn't fulfilled before the deadline indicated by PeachTravelingSchool, the company reserves the right to cancel the Client's booking (the Client will have no right on any refund and will lose the total amount paid up until then) and charge him/her for the cancellation fees as stipulated in point 6 of these Terms and Conditions. As an alternative, PeachTravelingSchool reserves the right to maintain the enrollment as valid charging an administration fee of 75 Euros for delayed payments.

4) Payment procedure and STO guarantees

4.1 The Client transfers the deposit and final payment to Certo Escrow (certified by DNB, the Dutch Central Bank). They will keep the amount in an escrow account. These funds are not accessible to us.

4.2 One (1) day after termination of the tour Certo Escrow will transfer the amount to PeachTravelingSchool.

4.3 In case that PeachTravelingSchool is financially unable to fulfill its obligations, Certo Escrow will transfer Clients payments to the foundation STO. STO will then refund the Clients payments in proportion to the part of the tour that has not been effectuated. Also, if you so wish, you may accept an alternative tour offering for that part of the tour that has not yet been effectuated.

4.4 Eventual complaints or claims are dealt with directly by PeachTravelingSchool.

4.5 The STO is not an arbitration committee.

Important: The Client is responsible to make sure that PeachTravelingSchool will receive the total amount, without including bank costs (all bank costs must be paid by the Client).

5) Program

PeachTravelingSchool will do its best to ensure the Client will receive all services exactly as specified in the itinerary.

However, PeachTravelingSchool cannot be held responsible by the Client for modifications of the program of the itinerary for organizational reasons (like for example reasons involving time-management and management of the specific group dynamics and characteristics), unforeseen reasons or reasons beyond her control, force majeure (like for example, involving accommodation providers or providers of other services, adverse weather conditions or natural disasters, strikes, terrorist attacks, etc.). The lessons, activities or excursions missed due to any of the above-mentioned reasons will not be made up nor refunded.

It is possible that some lessons are missed due to the level test, final certificate ceremony or force majeure/ unforeseen events beyond control of PeachTravelingSchool. Lessons missed for those reasons will not be made up nor refunded. There will be no refund in case the Client is delayed or does not attend classes.

The Client can only realize the itinerary, presenting himself on the official starting date as booked. Exceptions are possible, but only and exclusively on request and prior written authorization by PeachTravelingSchool.

Important: A minimum of 3 Clients is required to form a group and have the itinerary take place on the scheduled dates. In case the minimum number of participants is not reached, PeachTravelingSchool reserves the right to substitute the program with an alternative program of the same duration as booked in its partner-school in Malaga, with a Spanish Course of 20 lessons per week in international groups (or 10 private lessons with one or two students), plus a complete activity program in Andalusia, plus accommodation in a twin room, with half board, in a host family in Malaga.

In the case as mentioned above PeachTravelingSchool will notify the Client minimum 5 days in advance.

6) Cancellation by the Client

If the Client wishes to cancel his booking after having done a (down) payment, the following conditions apply:

The cancellation must be sent in written by e-mail to: info@peachtravelingschool.com. The date when PeachTravelingSchool receives this cancellation e-mail will be the official cancellation date, and the following conditions apply:

All cancellations incur the loss of 20% of the total amount of the itinerary booked. Furthermore, the Client will be charged with the following cancellations fees:

- Cancellation up until 28 days before the starting date of the itinerary: cancellation fee of 20% of the total amount;
- Cancellation between 27 and 21 days before the starting date of the itinerary: cancellation fee of 50% of the total amount;
- Cancellation between 20 and 7 days before the starting date of the itinerary: cancellation fee of 75% of the total amount;
- Cancellation as from 6 days before the starting date of the itinerary: cancellation fee of 100% of the total amount.

In case of No-Show or cancellation after the starting date of the itinerary, there will be no refund.

Change of dates as booked and indicated on the Enrollment Form will not be admitted.

7) Travel, transfers and visa

The Client should organize his own travel preparations and make sure to have all necessary documents, like valid passport and visa (when necessary).

PeachTravelingSchool will provide the necessary documents to those Clients who need a visa, but will not be held responsible for the decision of the Consulate in case a visa is not issued. It is the Client's responsibility to assure enough time to obtain a visa and to verify with the Consulate how much time is needed.

If the Client needs PeachTravelingSchool to send documentation for the visa by courier/ express mail (not by e-mail or normal mail), he will be charged an amount of 120€.

If the Client cancels the itinerary booked with PeachTravelingSchool because he did not obtain a visa, PeachTravelingSchool will refund all payments made, except the amount for having sent the visa documentation plus 100€ administration fee; on the condition that the Client can demonstrate that the visa had not been issued for reasons beyond his control (it is considered to be the Client's responsibility to make sure enough time is taken to be able to process the visa application, to have a valid passport and to make sure the application is correct and complete) and notifies PeachTravelingSchool in written at least 4 weeks before the starting date of the itinerary booked. Otherwise, the Client will be charged the cancellation fees as indicated in the previous point 6.

Airport Transfers

The Client can book an airport transfer with PeachTravelingSchool. However, if PeachTravelingSchool does not receive the flight details at least 7 days before the departure date, PeachTravelingSchool will not be held responsible for the Client's pick up at the airport, and the amount paid for the transfer will not be refunded.

Cancellation during the program

There will be no refund in case the Client will interrupt or leave the program before the end date. In any case, the Client is required to inform PeachTravelingSchool in written by e-mail at: info@peachtravelingschool.com before his departure from the program.

Special requests

The Client must notify PeachTravelingSchool in written of any special request required, when sending the Enrollment Form. If not, PeachTravelingSchool reserves the right to cancel the booking at any moment, in case a hotel or other provider cannot provide the planned services. Furthermore, the Client will be subject to the charges according to the cancellation conditions as specified in point 6 of these Terms and Conditions.

Our expectations

The Client is expected to behave in a courteous manner and to respect his fellow-participants as well as the personnel that directly or indirectly work for PeachTravelingSchool. Use of drugs, abuse of alcohol or any inconsiderate or offensive behavior will not be accepted and will be sufficient motive to expel the Client immediately from the PeachTravelingSchool program with no right to any refund and the Client will be held fully responsible for all damage caused.

8) Photo and Video material

By enrolling in the programs of PeachTravelingSchool the Client accepts the fact that promotional material may be created from photo and/ or video material retrieved during the tour. If a Client wishes not to appear on any promotional material and or social media, he is required to specifically express this wish in writing and send a signed note *before* the start of the tour to info@peachtravelingschool.com.

9) Accurateness of facilitated information

Despite the efforts taken to ensure the information in our PDF documents and website is accurate, PeachTravelingSchool cannot be held responsible for printing or translation errors or omissions.

The information in the PDF documents of PeachTravelingSchool and its website: www.peachtravelingschool.com is to be considered subordinate to the content of the present Terms and Conditions, which in case of any conflict will prevail.

10) Complaints

At the beginning of the trip the guide will present himself and make sure the Client has his contact details so that he can be reached during the trip.

If there would arise any complaints during the stay of the Client, the guide should be immediately informed, as he is on the spot and therefore able to find the quickest solution. If this wouldn't work out, PeachTravelingSchool headquarters should be informed so we are able to find a solution together with the client

Complaints with respect to a PeachTravelingSchool Tour, resp. with respect to PeachTravelingSchool's advices and information, can be filed no later than 1 month after the journey, or if the journey didn't take place no later than 1 month after the original starting date as stated in the Travel Documents.

11) Language of the present Terms and Conditions

The present Terms and Conditions have been drawn up in the Dutch language. In case there exist any differences between the original version and the present Terms and Conditions, only the original version will be valid, meaning the version in Dutch.

12) Legislation applicable and Legal Jurisdiction

Peach Travels is registered in the Chamber of Commerce Brabant with number 69219354. On these Terms & Conditions and all other agreements and contracts made by and with PeachTravelingSchool Dutch law applies. For any divergence that arises from this contract, both sides expressly agree, renouncing their own legislation area, to be subject to the jurisdiction of the Courts and Tribunals of the city of Eindhoven.