

## **Dante Alighieri Society Italian Schools Regulation**

### **Article 1**

#### **Validity and effectiveness**

This regulation is valid and effective for all Italian Schools of the Dante Alighieri Society and is available on the School website ([www.scuoleditaliano.it](http://www.scuoleditaliano.it)) or from the Secretariat of each School.

### **Article 2**

#### **Registration**

Registration to Italian language and culture courses must be submitted to the School Secretariat at least 20 days prior to the beginning of the courses. The School however reserves the right to accept registrations submitted beyond such term or after the start of the courses. To register for a course, complete the registration form available from the School Secretariat or on-line and pay the amounts due for the course, enrolment and administration fees. The courses and the administration fees are personal, named and non-transferable. Students aged under 18 must have the forms signed by a parent or tutor or equivalent figure.

### **Article 3**

#### **Payment**

Payment may be made exclusively by bank transfer, cheque, credit/debit card or cash, up to the statutory limits. If payment is made by bank transfer the description must specify the School address, student name and type of course purchased. Bank charges are for the student's account.

### **Article 4**

#### **Services**

The services offered by the School are described in the brochure.

### **Article 5**

#### **Refunds**

##### **a. Refund due to failure to obtain a visa or residence permit**

Refunds are granted only in the event of failure to obtain the visa for study purposes (which must be notified no later than 30 days following the refusal to issue the visa and

against submission of documents providing evidence of such refusal, and following the return of all original documents issued at the time of registration), or the residence permit (against submission of documents providing evidence of the refusal to issue the residence permit). In any case the enrolment fee and 8% of the cost of the course will be withheld from the amount refunded. If the issue or renewal of the residence permit is denied to students already in the country after the course has started, the amount refunded will be calculated in proportion to the residual part of the course. Alternatively, other solutions may be agreed.

#### **b. Refund in the event of withdrawal**

Withdrawal from the course must be notified to the school by registered letter, fax or e-mail, within 7 days prior to the beginning of the course. In this case the School will withhold 30% of the total amount and the fee for registration, which shall remain valid for the current calendar year. After the 6<sup>th</sup> day no refund will be due except in serious cases which the School Management reserves the right to investigate. Students who start the course late or finish it early or miss lessons, for reasons not attributable to the school, shall not be refunded and the lost lessons cannot be recovered. For private lessons, cancellations must be notified to the Secretariat by 5.30 pm on the previous working day (Friday in the case of lessons on Monday) or the amount paid for the lesson will be lost. If students arrive later than half way through the lesson, the teachers shall not guarantee their presence for the remaining part of the lesson.

#### **Article 6 Courses**

Courses are held from Monday to Friday, unless otherwise notified by the School, and may be held both in the morning and afternoon. The School is closed on national holidays as well as the Patron Saint's day; lessons falling on these days will not be recovered or refunded. Students must sit a test to assess their entry level. After the test a teacher will describe the programme and organisation of the school and provide key information on the courses. For any problems linked to the assigned level, contact the head of teaching. The lessons last 50 minutes. In the event that the minimum number of students is not reached for a level, the School reserves the right to cancel the course, delay the start of the course or propose alternative solutions. If a course is cancelled the registered students will be refunded.

#### **Article 7 Teaching materials**

The recommended teaching materials must be purchased by the student.

#### **Article 8 Insurance and Visa**

Participants are not insured against illness, accidents or theft.

**Article 9**  
**Expulsion**

The School reserves the right to expel any students whose conduct is deemed to be reprehensible, at the sole discretion of the head of teaching, having consulted the teachers.

**Article 10**  
**Personal data**

Students authorise the School to include their personal data in a mailing list used to send promotional message relating to the school's activities.

**Article 11**  
**Authorisation to the use of photos and videos**

Students hereby authorize, free of any charge, without time limit, in compliance with the articles no. 10 and 320 of the Italian Civil Code and with the articles no. 96 and 97 of the Italian Law no. 633 dated 22.4.1941, National copyright law, the publication and/or dissemination in any form of their pictures through websites, email, social media, print media, advertising material and any other distribution facility owned or managed by Dante Alighieri Society; They also authorize digital preservation of photos and videos in the electronic archive and they are aware that the aforementioned publications are only meant for information and, if necessary, promotional purposes.

**Article 12**  
**Disclaimer for leisure activities**

Students release Dante Alighieri Society, its teachers and its legal representative from all liability for any possible accident or damage which may occur during participation in recreational activities offered by Dante Alighieri Society outside Dante Alighieri Society's premises (tours, day trips, etc.).

**Article 13**  
**Arbitration clause ex art. 808 of the Italian Code of Civil Procedure**

All the disputes regarding social relations, including those related to the validity of the Assembly's deliberations, to the validity and/or to the performance of a contract of any kind with Dante Alighieri Society and subsequent integrations and/or amendments, performed by or against the members, by or against Dante Alighieri Society, by or against the advisors, by or against the auditors, by or against the managerial staff shall be settled through arbitration by the internal arbitration board in compliance with the arbitration procedure used by Dante Alighieri Society. If the internal arbitration board is absent or not properly functioning, the aforementioned disputes shall be transferred to an arbitration tribunal consisting of three referees.

Each party shall appoint one referee, while the third referee, who shall act as president, shall be appointed by mutual consent by the appointed referees and, should they disagree or be inactive, the appointment shall be made by the President of Rome's Court, upon request of the party which first takes action. The place of arbitration shall be Palazzo Firenze – Piazza Firenze, 27 – Rome. The language of the proceeding shall be Italian. The arbitration tribunal shall adjudicate

prior to the expiration of the time limit of 90 (ninety) days in compliance with the forms and procedures referred to in art. 806 ss. in the Italian Code of Civil Procedure and with the adversarial principle.

The validity of the arbitration award shall be disputed in accordance with Article 829, co. 3, Italian Code of Civil Procedure, for infringement of the rules of law regarding the substantive issue of the legal dispute. In this case, the Court of Appeal shall adjudicate the substantive issue of the legal dispute in the cases referred to in art. 830, co. 2 of the Italian Code of Civil Procedure.

#### **Article 14** **Derogations**

Any agreements with Representative Bodies or Associations may wholly or partly derogate from the provisions of this Regulation.

#### **Article 15** **Amendments**

The school reserves the right to amend this Regulation, the course programmes and cultural activities as well as the prices without notice. By completing and signing the registration form, the students expressly accept the conditions laid down in this Regulation.