



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.scuoleitaliano.it or www.dante.global) as well as in 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 online and pay the amounts due for the course enrollment, the membership fee (if applicable) 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, credit/debit card, PayPal 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 as well as on the website.

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 to obtain the residence permit (which must be notified no later than 30 days following the refusal of the residence permit and against submission of documents providing evidence of such refusal, and following the return of all original documents issued at the time of registration). In any case the membership fee and € 250,00 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 or email, 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 6th 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.

If the original payment to the School was made by bank transfer, the reimbursed sums will be paid using the same bank details.

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. The School reserves the right to change the mode of providing the service by organizing distance learning lessons as set out in Article 7. The School may withdraw at any time, without any liability to the student, in the event that it is unable to fully provide the relevant chosen course for reasons beyond its reasonable control: in this case the School will not be liable for any costs incurred by, or on behalf of, the student (by way of example but not limited to: medical expenses due to COVID-19 infection accommodation and repatriation), but the School shall inform the student of the cancellation of each course chosen, offering the latter the opportunity to opt, within and no later than 15 days from the above mentioned communication, between:

- a) the activation of a similar online course as indicated in Article 7, in the event that the course originally chosen is on-site;
- b) acceptance of a voucher, to be used within 12 months of its issue, for the exploitation of a similar service, subject to agreement with the School on the basis of the new training calendar, in all events. If the original payment to the School was made by bank transfer, the sums reimbursed shall be paid using the same bank account details.

Article 7 Online courses

In the event that distance learning (online mode) is activated, face-to-face study sessions with the teacher may be accompanied by forms of collaboration with other students. The School remains the owner/licensee of all intellectual property rights in the digital service and in the design, structure, "graphic appearance" and layout of the service provided in online mode. In the case of online attendance, the student specifically agrees not to:

- (i) provide access to the digital services to any other person or entity;
- ii) interrupt, interfere with or restrict the use of the services provided by the School;
- iii) upload or display any comments or materials through participation in the online service that are false, offensive, sexually explicit, defamatory, threatening, obscene or illegal or that infringe intellectual property rights;
- (iv) probe, scan or test the vulnerability of the online service or attempt to circumvent or hack any user authentication or security controls in relation to the service provided;
- (v) disassemble, decrypt, fill in unevenly, copy, duplicate, modify or adapt any software or other code or script that is part of the Digital Service (except to the extent permitted by law) or attempt to transmit to or through the Digital Service any information that contains a virus, worm, Trojan or other harmful or malicious component;
- vi) modify, delete, interfere with or misuse any file or other data created, owned or provided by the School except when expressly permitted;
- vii) use the Digital Service in violation of any applicable law.

The School undertakes to use any reasonable effort to make the online service available on the date and at the time agreed on the booking confirmation and in accordance with the schedule in force at the time of the booking: however, due to the nature of the connection, the School does not and cannot guarantee or warrant that the use of the service remotely will be uninterrupted or error free and shall not be liable for any delay, failure of delivery or any other loss or damage resulting from the transfer of data over communications networks and facilities, including internet: by accepting these Conditions the student or their legal guardian, in the case of minors under the age of 18, acknowledges that the online service may be subject to limitations, delays and other problems inherent in the use of such communication facilities. It is the student's responsibility to ensure that he/she has the necessary hardware, software and telecommunication facilities necessary to use the online service, as well as to pay all related fees, including internet service providers' fees. The School encourages freedom of expression, but the views expressed by individuals through the online service may not represent the views of the School. Under no circumstances shall the School be liable for any loss, whether alleged or actual, indirect or direct. Notwithstanding the foregoing, whether in terms of negligence and breach or otherwise, the School shall in no event be liable, and consequently required to pay damages, in an amount greater than the amount of the fee paid or payable for the online service.

Article 8

Teaching materials

The recommended teaching materials must be purchased by the student.

Article 9

Insurance and Visa

Participants are not insured against illness, accidents or theft.

Article 10

Expulsions

The School reserves the right to expel a student for misconduct or bad behaviour, on the bases of the the decision of the didactic manager, after having consulted the teachers.

Article 11

Personal data

Students authorize the school to include their personal data in a mailing list through which promotional messages relating to the school's activities will be sent, on the base of the information provided by the student at the time of his enrollment.

Article 12
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 13
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 14
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 15
Derogations

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

Article 16
Amendme
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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.