
GENERAL TERMS AND CONDITIONS
<https://teachersaraenglishbusybees.com>

GENERAL TERMS AND CONDITIONS

0. PRE-EMPLOYMENT INFORMATION

The General Terms and Conditions of Contract (hereinafter, the "General Terms and Conditions") are set out below for your reading and understanding, and shall be applicable to all commercial distance contracting operations of the services offered and carried out electronically through the Website <https://teachersaraenglishbusybees.com> (hereinafter, the Website), from the moment in which the COMPANY sends the CONSUMER the General Terms and Conditions in the purchase confirmation document, and not at any other time prior to this.

These Terms and Conditions shall remain in force and shall be valid for as long as they are accessible through the Website, if you do not agree with them you should not use this Website.

The COMPANY reserves the right to modify totally or partially at any time both the General Conditions, as well as all those legal notices, guidelines and/or regulations of use contained in the Website and which, as the case may be, will replace, complete and/or modify the General Conditions contained herein, without affecting the services that were acquired prior to the modification.

Said modifications may be made, through the Website, by any legally admissible means and shall be binding for as long as they are published on the Website and until they are validly modified by subsequent modifications.

The COMPANY informs that the CONSUMER can access the General Terms and Conditions by clicking on the link "General Terms and Conditions". We recommend that the CONSUMER periodically consult the General Terms and Conditions, as they may undergo modifications. The current version of these conditions can be consulted at any time at <https://teachersaraenglishbusybees.com/es/condiciones-generales-contratacion>.

However, the COMPANY reserves the right to apply, in certain cases, Special Conditions in preference to these General Conditions when it deems it appropriate, announcing them in due time and form.

In the event of contradiction between the terms and conditions set out in these General Conditions and the Specific Conditions, the conditions agreed in the latter instrument shall always prevail with respect to those terms that are incompatible, and only with respect to those services subject to said specific conditions.

Acceptance of this contractual document implies that the CONSUMER:

- a. You have read, understand and comprehend the above.
- b. That he/she is a natural person or represents a legal person with sufficient capacity to contract.
- c. That he/she assumes all the conditions and obligations set forth herein.

1. INTERVENERS AND IDENTITY OF THE PARTIES

On the one hand,

The EMPLOYER is Sara Louise Roden-Scott, N.I.E. Y3432115T, residing at Calle Teja 20 - 29018 Guaro Málaga (Spain), telephone (+34) 674 541 588 and e-mail info@teachersaraenglishbusybees.com.

And, on the other hand,

The CONSUMER, as a guest user without the need to be registered on the Website, has full responsibility for the use and custody, being responsible for the veracity of the personal data provided to the COMPANY.

The CONSUMER will only be considered a CONSUMER, the natural or legal person who properly accredits their condition and accepts these General Conditions and the Particular Conditions which, where applicable, are applicable and which, together with the Legal Notice, the Privacy Policy and the Cookies Policy, govern our commercial relationship, from the moment in which the COMPANY sends the General Conditions in the purchase confirmation document, and not at any other previous moment.

If you do not agree with any part of the terms, you may not purchase any of the services offered on the website.

In the case of natural persons, the purchase of services by minors or legal persons who do not meet the requirements set out in these General Terms and Conditions is expressly prohibited.

The contracting of services from the Website by a minor who falsifies the information shall be understood to be carried out under the supervision and authorisation of their parents, guardians or legal representatives.

2. OBJECT OF THE CONTRACT

The present General Conditions shall regulate the commercial relationship that arises between the COMPANY and the CONSUMER as a result of the services contracted.

In view of the above, the CONSUMER shall only be bound by the General Terms and Conditions from the moment he/she receives all the terms and conditions of the purchase from the COMPANY in the purchase confirmation document.

Contracting entails the delivery, upon payment of a specific price and publicly displayed through the Website, of a specific service.

These Terms and Conditions and any document expressly referred to in these Terms and Conditions constitute the entire agreement between the CONSUMER and the COMPANY in relation to the subject matter of the contract and supersede any prior agreement, understanding or promise made orally or in writing by the same parties.

The CONSUMER and the COMPANY acknowledge that they have consented to the conclusion of a contract without having relied on any representations or promises made by the other party, except as expressly mentioned in these Conditions.

3. CONDITIONS OF ACCESS AND USE OF THE WEBSITE

Access to the Website is free of charge, except for the cost of connection through the telecommunications network supplied by the access provider contracted by the user.

Access to most of the contents of the Website is completely free and does not require prior registration, although the COMPANY conditions the use of some of the services offered on its website to the prior completion of the corresponding form, and where appropriate may involve the payment of economic amounts.

Access to the Website by minors under 18 years of age is prohibited. However, in the event of access to the Website by a minor, it shall be presumed that such access has been made with the prior and express authorisation of their parents, guardians or legal representatives, without prejudice to the fact that the COMPANY reserves the right to carry out as many verifications and checks as it deems appropriate.

Under no circumstances will the COMPANY be responsible for the veracity of the data provided by the user, so each user will be solely responsible for the information provided to the COMPANY to be adequate, accurate and precise or, otherwise, for the possible consequences that may arise from the lack of quality of the data or false or inaccurate statements made.

3.1. Requirements for guest user status

The contracting of the services made available to consumers by the COMPANY can be carried out as a guest user without the need for prior registration.

Natural persons over the age of eighteen (18) and legal entities legally constituted and with sufficient capacity to contract, and who provide through the Website all the information required as compulsory, regarding identification data, delivery address, invoicing data and chosen payment method, may act as invited users.

4. DESCRIPTION OF SERVICES

In compliance with current legislation and, in particular, with Law 34/2002, of 11 July, on information society services and electronic commerce, the COMPANY offers, in each of the sections of the Website, depending on the type of service in question, information about the service, its characteristics and prices.

4.1. ONLINE CLASSES

Classes 1:1

25* €/class

- ✓ 50-minute class
- ✓ VIP and personalised
- ✓ 25-minute class available at a special price

*(Price may vary according to package/hours)

Classes 1:2

17* €/student

- ✓ 50-minute class
- ✓ Mimics real-life interaction

*(Price may vary according to package/hours) Group

classes 1:4

10 € /student

50-minute class*.

*(Only available for 4 students)

Lessons can be purchased in packs of 10, 20 or 30 lessons. Discounts will be applied for the purchase of packs of 20 or 30 lessons.

The online course sessions will be personalised and delivered live via videoconference using the Koala Go e-learning platform.

The services offered, as well as others that may be offered in the future through the Website, will be provided in exchange for the corresponding remuneration to be paid by the CONSUMER, and will confer on the latter a right to use the same, subject to the terms, conditions and terms of these general conditions and the specific conditions that, where appropriate, may be established.

The COMPANY guarantees the quality of the teaching in its courses by having the appropriate training for the objective set. The information contained on the website is for information purposes only and therefore no guarantee is given as to its accuracy or up-to-dateness.

However, the COMPANY reserves the right to withdraw or change the services offered through the Website, by simply changing the content of the same.

In this way, the services offered at all times on the Web Site will be governed by the General Conditions in force in each case. Likewise, the COMPANY will have the right to stop offering, without prior notice and at any time, access to the aforementioned services.

The descriptions, which in each case are established, shall regulate the provision by the COMPANY of the services offered to the CONSUMER.

4.1. Indication and validity of prices

The prices of the services are always shown in Euro currency (€) and include the corresponding Value Added Tax (VAT) or other taxes that may be applicable, which shall at all times be those in force.

VAT is included in these prices. Unless expressly stated otherwise, the prices do not include other additional services and annexes to the service purchased.

The prices shown on the Website are applicable exclusively to the services offered through the Website and for as long as they remain published and automatically applied by the contracting process in the last phase of the same.

The COMPANY expressly reserves the right to modify the prices at any time without prior notice. However, in any case, the rates in force at the time of contracting the corresponding course shall apply.

Any payment made to the COMPANY shall entail the issuance of an invoice in the name of the CONSUMER. This invoice will automatically be sent to the e-mail address provided by the CONSUMER.

The CONSUMER by ticking the box "**I authorise and request the sending of the purchase invoice in electronic format**" shown at the end of the contracting process, authorises and grants his express consent to the COMPANY so that the purchase invoice for the contracted course is issued and sent by the COMPANY to his email address in electronic format .pdf, except in the case that the CONSUMER does not authorise it and expressly requests the sending of the purchase invoice in paper format by ordinary post.

The consumer's right to receive a paper invoice may not be made conditional upon the payment of any financial sum.

To do so, you may contact the CONSUMER Care Service by telephone (+34) 674 541 588 or send an e-mail to the address info@teachersaraenglishbusybees.com and request the purchase invoice in paper format, which will be sent by the COMPANY by ordinary post to the address indicated by the CONSUMER.

5. PURCHASING PROCESS

The procedure for contracting online classes may be carried out in Spanish or English.

All the processing of the purchase, perfection of the contract, as well as subsequent communications with the CONSUMER shall be carried out in Spanish or English.

If it can be carried out in another language, this will be indicated prior to the start of the procurement procedure.

The CONSUMER to be able to contract the services offered by the COMPANY as a guest user, without the need for prior registration. To do so, the CONSUMER must freely and voluntarily provide the personal data that will be required in the form "I want my class".

Before contracting lessons or lesson packages, the CONSUMER must carefully read these general terms and conditions and the basic data protection information provided and accept them in their entirety by ticking the following "check-box":

***I agree with the basic data protection information made available to me.
and with the General Terms and Conditions of Business, accepting both without reservation.***

When the COMPANY receives the completed form with the requested data, it will contact the CONSUMER to indicate the available payment methods for the requested classes or packages of classes.

Lessons are always paid for in advance and the CONSUMER will have to pay the full price of each package before the first lesson. The COMPANY reminds the CONSUMER that he/she can purchase packages of 10, 20 or 30 lessons.

As proof of purchase, the CONSUMER will be sent, to the e-mail address indicated for this purpose, a confirmation of the purchase made, "Proof of Purchase", which will serve as proof of the operation carried out and which may be printed on paper. The confirmation and proof of purchase shall not be valid as an invoice.

Once the payment has been made by the CONSUMER and confirmed by the COMPANY, the CONSUMER will receive a unique link to access the Koala Go e-learning platform at the email address provided by the CONSUMER before the first lesson, which can be used for all future lessons.

6. TECHNICAL MEANS TO CORRECT ERRORS

The CONSUMER is informed that in the event that he/she has provided erroneous data when placing his/her order on the Website, he/she may modify them by contacting the COMPANY by sending an e-mail to info@teachersaraenglishbusybees.com or by contacting the CONSUMER SERVICE at (+34) 674 541 588.

7. PAYMENT METHODS

In order to proceed with payment, the CONSUMER must follow each and every one of the instructions displayed on the Website. Payment of the price of the services may only be made using the payment methods indicated on the Website at any given time.

In the case of payment by credit and/or debit card, payment will be subject to checks and authorisations by the issuing entities, but if said entity does not authorise payment, the purchase procedure initiated may not be continued, the order being automatically cancelled and the requested service not being understood to have been contracted. The amount of the price of the service, as well as any applicable tax, will be shown when the order is placed.

With the aim of reinforcing the security and protection of online purchases, the COMPANY has implemented the necessary processes to improve the security of transactions thanks to the incorporation of a payment service provider and a banking intermediary that guarantee the confidentiality and security of transactions, forcing the authentication of each of the purchases made through the website in the cases required by the regulations on security in means of payment (PSD2).

All payment orders are identified by a code, generated by the payment provider, without which no transaction will be authorised by the corresponding bank. This code will be used by the COMPANY to be able to make the corresponding payments without the need to store the payment card details.

Under no circumstances will the COMPANY store the data provided by the CONSUMER through the payment gateway in its own computer systems, and they will only be kept while the purchase is being made, the payment is being made and until the withdrawal period has elapsed.

As a payment system, there are several payment methods established on the Website so that the CONSUMER can pay for the classes or packages of classes as he/she chooses:

- **WeChat Pay:** The CONSUMER can pay for lessons or lesson packages via the WeChat Pay mobile payment platform. If you choose this method, you can also use your bank credit or debit card as a payment method.

- **Alipay:** The CONSUMER can pay for lessons or lesson packages via the mobile online payment platform Alipay. If he/she chooses this method, he/she can also use his/her credit or debit card as a payment method.

- **PayPal:** The CONSUMER can pay for lessons or lesson packages via the online payment platform PayPal. If you choose this method, you can also use your credit or debit card as a payment method.

- **Bank transfer:** The CONSUMER may choose to pay for the lessons or packages of lessons by bank transfer. To do so, he/she will receive an e-mail with the bank account number of the COMPANY where the payment should be made.

- **Bizum:** The CONSUMER may choose to pay for the order using Bizum, a system for instant payments between individuals and purchases in shops. To use this payment method, the CONSUMER only needs to have installed their bank's app and enter the telephone number of the COMPANY to send them the corresponding amount for the classes or package of classes contracted.

The communications, purchase orders and payments that intervene during the transactions carried out on the Website could be filed and kept in the computerised records of the COMPANY in order to constitute a means of proof of the transactions, in any case, respecting the reasonable conditions of security and the laws and regulations in force that in this respect are applicable, and in particular in accordance with REGULATION (EU) 2016/679 of the EUROPEAN PARLIAMENT and of the COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GENERAL DATA PROTECTION REGULATION - EU GDPR 2016/679) and in the Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales (LOPDGDD 3/2018), and to the rights that Users have in accordance with the privacy policy of this Website.

The CONSUMER's purchase may be postponed for anti-fraud checking. It may also be suspended for a longer period of time for further investigation to avoid fraudulent transactions.

8. PROMOTIONAL CODES: TERMS AND CONDITIONS

The COMPANY may issue single-use promotional codes as an incentive to CONSUMERS. Where the COMPANY believes that a CONSUMER has wilfully circumvented the measures put in place to restrict such use, the COMPANY may adjust the CONSUMER's subsequent order accordingly. When using promotional codes, it shall be

it is the CONSUMER'S responsibility to check that the promotion or discount in question is accurately reflected at the time of payment and for the applicable period.

CONSUMERS should contact the COMPANY immediately if they detect any error or if the promotional code is not applied correctly in the purchase made.

The types of offers and promotions offered by the COMPANY may vary according to its own needs, indicating in each of the promotional codes made available to the CONSUMERS to which contracting of the service can be applied, the advantages of the same and the expiry dates of the same.

Offer is subject to valid registration and acceptance of the website's standard terms and conditions. The promotional code is non-transferable and cannot be sold or redeemed.

Only one promotional code may be used per CONSUMER and it applies exclusively to the contracting of services through the website. Use of any promotional code constitutes acceptance of these terms and conditions.

9. STATUTORY RIGHT OF WITHDRAWAL

9.1. Information on exercising the statutory right of withdrawal

Where the CONSUMER is a consumer and the contract is concluded without the simultaneous physical presence of the CONSUMER and the BUSINESS (distance selling), the CONSUMER shall enjoy the right of withdrawal described in this section.

The CONSUMER has the right to cancel the purchase made through the Website and, therefore, if he/she is not satisfied, and provided that the nature of the service purchased so permits, he/she may return it within a maximum period of fourteen (14) calendar days and without the need for justification, provided that the first individual or group session of the contracted service has not been provided. Once the start date of the contracted service has commenced, the CONSUMER shall have no right to a refund.

The deadline for exercising this right is 14 calendar days from the conclusion of the contract in the case of the provision of services, with no penalties for exercising this right.

In order to exercise the right of withdrawal, the CONSUMER must give notice of his decision to withdraw from the contract by means of a declaration made in any legally admissible form. The standard withdrawal form set out below may be used, although its use is not compulsory.

9.2. Model legal withdrawal form

1. details of the EMPLOYER

Sara Louise Roden-Scott
E.I.F. NO. Y3432115T
Address: Calle Teja 20 - 29108 Guaro Málaga (Spain)
Tel. (+34) 674 541 588 | E-mail: info@teachersaraenglishbusybees.com

2. I hereby inform you that I withdraw from the contract for the sale of the following service contracted on _____

3. Consumer name
4. DNI/NIE
5. Consumer domicile
6. Telephone
7. E-mail
8. Signature
9. Date

In order to exercise the right of withdrawal, the CONSUMER must notify the COMPANY of his decision to withdraw from the purchase contract by means of a written communication addressed to the postal address Calle Teja 20 - 29018 Guaro Málaga (Spain) or by e-mail addressed to info@teachersaraenglishbusybees.com. If he makes use of this option, we will inform him without delay by e-mail of the receipt of the withdrawal.

[Click here to download the withdrawal form.](#)

9.3. Consequences of the statutory right of withdrawal

In the event of withdrawal, THE COMPANY will reimburse the consumer the full amount of the purchase, within fourteen (14) calendar days from the date on which it has been informed of the consumer's decision to withdraw from the contract using the same means of payment used by the consumer for the initial transaction, unless the consumer has expressly provided otherwise and provided that the consumer does not incur any costs as a result of the refund.

The refund of the purchase price shall be made through the same means of payment with which the service was purchased by the CONSUMER.

In order to comply with the withdrawal period, it is sufficient that the communication concerning your exercise of this right is sent, in the form and substance described, before the expiry of the withdrawal period.

9.4. Exceptions to the statutory right of withdrawal

Excluded from the legal right of withdrawal are those services in which, by the very nature of the same, it is impossible to carry it out, without prejudice to the corresponding claim for damages suffered, including, in particular, but not exclusively:

- (i) services provided according to the consumer's specifications, on request or clearly personalised.

The exception to the right of withdrawal for classes and workshops shall apply as soon as the CONSUMER has completed the first session.

The right of withdrawal of the CONSUMER shall be terminated prematurely if the COMPANY, with the express consent of the CONSUMER or at the initiative of the CONSUMER, has already fully performed the contracted service before the expiry of the withdrawal period.

Thus, the CONSUMER has no legal right of withdrawal if the UNDERTAKER provides him with services that are made according to the specifications of the CONSUMER, which are

clearly designed according to his needs or if the CONSUMER himself has ordered the provision of a service before the expiry of the withdrawal period.

10. CANCELLATIONS

10.1. Cancellation of services by the consumer

Classes can be cancelled at any time, but prepaid classes will NOT be refunded.

If the CONSUMER cancels a lesson more than 24 hours in advance, he/she will be able to make it up on another day after agreeing the date with the COMPANY.

If the class is cancelled with less than 24 hours notice, the full cost of the class will be charged.

For 1:2 and group classes, all participants must agree to reschedule the class.

In the event of cancellation of the contracting of the service, the COMPANY will pay the CONSUMER the full amount of the same, provided that the contracted service has not been used in part or in full, nor accessed the Koala Go e-learning platform, and that the maximum period for the refund has not exceeded the following fourteen (14) calendar days from the date of payment.

In the event that the first lesson has taken place, the CONSUMER will no longer be able to cancel the enrolment or obtain a full refund.

10.2. Cancellation of services by the employer

In the event of cancellation of the course by the COMPANY, the CONSUMER will be refunded the full amount paid.

[Click here to download the Junta de Andalucía complaint forms.](#)

11. INFORMATION ON THE PROCESSING OF PERSONAL DATA

In accordance with the provisions of REGULATION (EU) 2016/679 of the EUROPEAN PARLIAMENT and of the COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GENERAL DATA PROTECTION REGULATION - EU GDPR 2016/679) and in the Law

Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD 3/2018), the COMPANY informs the CONSUMERS of the Website that all personal data provided by filling in the electronic contact or registration forms existing on the Website, by sending emails to the different email accounts under the Internet domain teachersaraenglishbusybees.com are part of the Register of Processing Activities (RAT) of the COMPANY that will be updated periodically in accordance with the provisions of the RGPD EU 2016/679, for use by the various departments of the company in order to provide the CONSUMER with our services, process them (management, billing and collection of contracted services), send the newsletter about offers, promotions and recommendations of the COMPANY, as well as send commercial communications about our services by letter, telephone, email, SMS/MMS,

WhatsApp, Telegram or other equivalent means of electronic communication, provided that the data subject has consented to the processing of his or her personal data for this purpose.

Legitimation of the processing is based on the performance of a contract to which the data subject is a party or for the implementation of pre-contractual measures at the request of the data subject or by obtaining the data subject's express consent. We will retain your personal data for as long as there is a mutual interest in doing so, from the time you give us your consent until you revoke it or request the restriction of processing. In such cases, we will keep your data blocked for the legally required periods. The data will not be disclosed to third parties, unless legally obliged to do so.

By entering their data in the electronic forms on the Website, the CONSUMER gives their explicit and unequivocal consent to the COMPANY to proceed, in compliance with the purposes mentioned in the previous section, to the processing of the personal data provided.

Such data will not be transferred by the COMPANY to third parties without the explicit and unequivocal consent of the CONSUMER. All this, without prejudice to the duty of collaboration of the COMPANY, before the competent administrative and judicial bodies that may require data from the CONSUMER concerned.

Likewise, the COMPANY informs the CONSUMER of the possibility of exercising the rights of access to personal data, rectification, deletion (right to be forgotten), limitation of processing, data portability, opposition to processing and not to be subject to automated individual decisions and, when the processing is based on consent, the right to withdraw it at any time, by writing to the postal address Calle Teja 20 - 29108 Guaro Málaga (Spain) or through the e-mail address info@teachersaraenglishbusybees.com, attaching the affected party, in both cases, a legally valid proof of identity, such as a photocopy of the DNI/NIE/Passport, and clearly indicating the right that he/she wishes to exercise.

If you consider that the processing does not comply with current legislation or you consider that your rights have been violated, you may also file a complaint with the Spanish Supervisory Authority at <https://www.aepd.es>. You can consult our Privacy Policy at <https://teachersaraenglishbusybees.com/es/politica-de-privacidad>.

12. LIABILITY AND DISCLAIMER OF LIABILITY

THE COMPANY cannot guarantee the technical continuity of the Website, the absence of service failures or interruptions or that the Website will be available or accessible one hundred percent of the time. The Web Site is hosted on a secure server with the necessary SSL security certificate, these being the tools available to the COMPANY to control the absence of viruses, worms or any other harmful computer element.

Under no circumstances shall the unavailability of the Website, or the existence of faults in the same, entitle the CONSUMER or third parties to claim any type of remuneration or compensatory benefit for any reason whatsoever.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Website, including but not limited to its programming, editing, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics are

property of the COMPANY or, if applicable, has a licence or express authorisation from the authors.

All the contents of the Website are duly protected by intellectual and industrial property regulations, as well as being registered in the corresponding public registers.

The total or partial reproduction, use, exploitation, distribution and commercialisation requires in any case the prior written authorisation of the COMPANY.

Any use not previously authorised by the COMPANY will be considered a serious breach of the author's intellectual or industrial property rights.

The designs, logos, text and/or graphics not belonging to the COMPANY and which may appear on the Web Site belong to their respective owners, and they themselves are responsible for any possible controversy which may arise with respect to the same.

The COMPANY recognises in favour of their owners the corresponding industrial and intellectual property rights, not implying their mere mention or appearance on the Website the existence of any rights or responsibility of the COMPANY on them, nor any endorsement, sponsorship or recommendation by the same.

14. LINKS

The establishment of a hyperlink does not imply in any case the existence of a relationship between the COMPANY and the owner of the Web Site in which it is established, nor the acceptance and approval by the COMPANY of its contents or services.

Those persons who intend to establish a hyperlink must previously request written authorisation from the COMPANY. In any case, the hyperlink will only allow access to the home-page or home page of the websites, and must also refrain from making false, inaccurate or incorrect statements or indications about the COMPANY, or include illegal content, contrary to good customs and public order.

The COMPANY is not responsible for the use that each user makes of the information made available on the Website nor for the actions carried out on the basis of the same.

The COMPANY does not assume any responsibility for the information contained in third party web pages that can be accessed by "links" or links from any web page owned by the COMPANY. The presence of "links" or links on the Web Site of the COMPANY is merely informative and in no case is a suggestion, invitation or recommendation about them.

15. FULL AGREEMENT

The present conditions have been set out in due time, in accordance with current legislation. Likewise, the COMPANY makes these General Conditions available to you, so that they can be stored and reproduced, thus complying with the legal duty of prior information.

[Click here to download the General Terms and Conditions.](#)

The COMPANY reserves the right to modify, at any time, and without prior notice, the presentation and configuration of the online shop of the Website, the functionalities of the same and / or the contents that are incorporated therein. As well as to cease the provision of services at any time, keeping intact the commercial obligations or of any kind acquired until that time.

In the event that any provision or provisions of these Conditions of Purchase are held to be void or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, such invalidity or unenforceability shall not affect the remaining provisions. In such a case, the clause or clauses affected shall be replaced by another or others that have the most similar effects to those of the replaced clauses.

16. CUSTOMER SERVICE AND AFTER-SALES SERVICE

To make any kind of query, make a suggestion, or present a complaint or claim relating to the contracting of services, you can do so by filling in the contact form on the Website, by sending an e-mail to info@teachersaraenglishbusybees.com or by calling the Customer Service Department on (+34) 674 541 588.

17. EUROPEAN PLATFORM FOR ONLINE DISPUTE RESOLUTION

In the event that the CONSUMER has had a problem with a purchase or the provision of an online service, he/she may use this means to file any complaint in relation to said purchase or provision of services, as well as to opt for an out-of-court settlement of the conflict that has arisen.

Pursuant to the provisions of Article 14.1 of Regulation (EU) 524/2013 applicable throughout the European Union and Law 7/2017 of 2 November 2017, which transposes into Spanish law Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters, the COMPANY makes available to the users of atSite the website the the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=ES>

Through this link, CONSUMERS on the Website will be able to access the European Platform for Online Dispute Resolution in Consumer Disputes (ODR).

18. EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay in the performance of any of our obligations where such failure or delay is due to events beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, default, omission or accident beyond our reasonable control, including but not limited to the following:

I. Strikes, lockouts or other industrial action.

II. Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war.

III. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or any other natural disaster.

IV. Inability to use trains, ships, planes, motor transport or other means of transport, public or private.

V. Inability to use public or private telecommunications systems.

VI. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

Obligations shall be deemed to be suspended for the period during which the Force Majeure Event continues, and we shall have an extension of time to perform such obligations for a period of time equal to the duration of the Force Majeure Event. We will use all reasonable endeavours to bring the Force Majeure Event to an end or to find a solution that will enable us to perform our obligations despite the Force Majeure Event.

19. JURISDICTION

These General Conditions are governed by Spanish law. The parties submit, at their choice, to the Courts and Tribunals of Malaga (Spain) for the resolution of conflicts and waiving any other jurisdiction, unless the user is a consumer, in which case the parties submit to the Courts and Tribunals of the domicile in which the consumer has his habitual residence within the Spanish national territory.

If any clause included in these General Conditions is declared totally or partially null and void or ineffective, such nullity or ineffectiveness shall only affect such provision or the part thereof that is null and void or ineffective, and these General Conditions shall remain in force in all other respects and such provision or part thereof shall be deemed not to be included.

Likewise, these terms and conditions are subject to any other provision, regulation or law that is directly or indirectly applicable to them.