## **GENERAL TERMS AND CONDITIONS – LOGISCOOL JEREZ NORESTE**

### **1. IDENTIFICATION OF THE SERVICE PROVIDER**

Trade Name: Logiscool Jerez Noreste

**Corporate Name and VAT ID:** PREPARA CENTROS DE FORMACIÓN SL, CIF B11908142

**Registered Office:** C/ Cobre nº 30, Blq 10, Loc B – 11405 – Jerez de la Frontera **Legal Representative:** Marco Díaz

**Corporate Purpose:** Organization and provision of courses, camps, and workshops in programming and digital technologies for children aged 6 to 18. **Contact Details:** 

- Customer Service Phone: +34 722 736 051 (WhatsApp)
- Email: <u>hello.jerez.noreste@logiscool.com</u>

Throughout this document, "Logiscool Jerez Noreste" refers to PREPARA CENTROS DE FORMACIÓN SL, and "Legal Representative" refers to the parent or legal guardian who enrolls the Student (minor).

## 2. SCOPE OF APPLICATION AND ELECTRONIC ACCEPTANCE

These General Terms and Conditions (hereinafter, "Agreement") govern the enrollment in any Course, Workshop, or Camp offered by Logiscool Jerez Noreste through its electronic platform.

The Agreement is formalized by electronically accepting the registration form, which is considered equivalent to a handwritten signature under Article 23 of Law 34/2002 on Information Society Services and Electronic Commerce (LSSI-CE) and Royal Decree 1720/2007.

By clicking the "Submit" button, the Legal Representative confirms they have read the entire Terms and Conditions and the Privacy Policy, and fully accepts the content and obligations of this Agreement, with the same legal value as a handwritten signature.

The Legal Representative acknowledges that the **Image Use Consent Form** will be sent separately along with the payment information after completing the registration. This consent must be signed and returned to Logiscool Jerez Noreste prior to the start of the activity if image or video capture is required.

These Terms and Conditions are always available at: <a href="https://www.logiscool.com/es/docs/locations/jerez.noreste/terms-general">https://www.logiscool.com/es/docs/locations/jerez.noreste/terms-general</a>

They are considered incorporated into the Agreement signed with each Legal Representative.

## **3. MANDATORY PRE-CONTRACTUAL INFORMATION**

In accordance with Article 60 bis of Royal Legislative Decree 1/2007 (LGDCU) and Article 27 of the LSSI-CE, Logiscool Jerez Noreste provides the Legal Representative with the following information prior to enrollment:

- **Business Identity:** PREPARA CENTROS DE FORMACIÓN SL, CIF B11908142, based at C/ Cobre nº 30, Blq 10, Loc B, 11405, Jerez de la Frontera (Cádiz), legally represented by Marie Breuil.
- Service Description: Programming and digital technology courses, workshops, or camps.
- **Duration and Schedule:** Will be sent by email upon confirmation of enrollment, including total hours, start and end dates, and schedule.
- Location: On-site at Logiscool Jerez Noreste (C/ Cobre nº 30, Blq 10, Loc B, 11405, Jerez de la Frontera, Cádiz).
- Target Audience: Students aged 6 to 18.

# 4. PRICES, TAXES, AND PAYMENT TERMS

- **Total Price and Taxes:** Communicated via email upon confirmation, including itemized net price and applicable VAT or VAT exemption according to current legislation.
- **Discounts or Special Rates:** Also communicated by email where applicable.
- Additional Costs (if any): Such as materials, transport, or insurance, will be detailed in the same confirmation email.
- **Payment Method and Deadlines:** Sent via email after confirmation and may vary depending on the service and any specific agreements.
  - Initial Payment and Deadline: Indicated in confirmation email.
  - **Remaining Amount and Final Deadline:** Also detailed in the same communication.
- Accepted Payment Methods: Bank transfer or credit/debit card (details included in email).

• **Currency:** Euros (€).

## **5. DURATION AND TERMINATION CONDITIONS**

These are covered under Section 5 (Cancellations & Refunds) and Section 6 (Right of Withdrawal).

- **Right of Withdrawal (General Rule):** The Legal Representative has 14 calendar days to withdraw without justification from the date of enrollment confirmation, per Art. 103 LRDCU.
- Waiver of Right: By enrolling, the Legal Representative expressly agrees that Logiscool Jerez Noreste may begin services before the 14-day withdrawal period expires, thus waiving the right of withdrawal once the first session begins.

# 6. PAYMENT TERMS, PRICING AND BILLING

### VAT Exemption:

All prices are shown **excluding VAT**, as the services are exempt according to current Spanish tax regulations (Article 20.1.9 of Law 37/1992 on VAT).

## Invoice Breakdown:

Invoices will be issued by Logiscool Jerez Noreste showing "VAT Exempt" under the "Tax Type" field, indicating only the net amount and total due. Invoices are sent in electronic format to the email provided by the Legal Representative within a maximum of **7 calendar days** after payment.

## Payment Deadline:

The Legal Representative must pay the full amount within the deadlines and under the conditions stated in the confirmation email (see clause 3.5). In case of **nonpayment or delay**, Logiscool Jerez Noreste reserves the right to suspend services until the debt is settled.

## Promotions and Discounts:

Any promotions or discounts are subject to specific conditions (e.g. limited spots, promo codes, specific dates) and will be clearly detailed in each communication or offer sheet.

## **Price Revision:**

Logiscool Jerez Noreste may revise its prices annually to reflect changes in tax rates or operating costs. Any updates will be communicated to the Legal

Representative **15 calendar days** in advance and will not affect already formalized contracts unless otherwise agreed.

## 7. CANCELLATIONS AND REFUNDS

## Start of Service:

Service is deemed to start when the **first class or activity is held**, which will be notified to the Legal Representative at least **5 calendar days in advance**.

## Cancellations BEFORE the first class:

- More than 30 calendar days in advance: 90% refund (10% retained as processing fee).
- Between 30 and 15 days: 50% refund.
- Between 14 and 8 days: 25% refund.
- Less than 7 days: No refund, unless due to a force majeure duly justified (e.g. medical certificate), in which case a **proportional refund** is given minus 10% for processing.

## Cancellations AFTER the service starts:

No refund will be issued after the first class, **unless due to a duly justified force majeure** (e.g. serious illness with certificate). In such cases, a proportional refund will be applied minus 10% for processing.

## **Cancellation Procedure:**

The Legal Representative must email <u>hello.jerez.noreste@logiscool.com</u> indicating the Student's full name, the name of the course/workshop/camp, and the reason for cancellation. The communication must meet the applicable deadlines. Refunds will be made using the original payment method, within **14 days** of confirmation.

## Suspension or Postponement by Logiscool Jerez Noreste:

If Logiscool cancels an activity (e.g. low enrollment, bad weather, force majeure), the Legal Representative may:

- Reschedule to a new date or format at no additional cost, or
- Request a **full refund** within 14 days of cancellation notice.

#### 8. RIGHT OF WITHDRAWAL

In accordance with **Art. 103 of the LGDCU**, the Legal Representative may withdraw from the Agreement within **14 calendar days** of confirmation.

However, by accepting these terms, the Legal Representative acknowledges and agrees that Logiscool Jerez Noreste will begin services before the withdrawal period ends, and therefore expressly waives the right of withdrawal once the activity has started (first class).

## Exceptions to the Right of Withdrawal:

- For services with fixed dates or periods (courses, workshops, camps), the right of withdrawal no longer applies once the activity has started.
- If the start date has not been set, the withdrawal period still applies, and a full refund will be given if requested within 14 days.

### How to Withdraw:

Send a clear statement to <u>hello.jerez.noreste@logiscool.com</u> indicating the Student's full name, course/workshop/camp name, and intention to withdraw.

## 9. DATA PROTECTION AND IMAGE USE

### **Data Protection:**

Personal data is processed according to the <u>Privacy Policy of Logiscool Jerez</u> <u>Noreste</u>. The Legal Representative gives consent at the time of registration by checking the corresponding box.

## Image Use Consent:

Image and video usage is governed by a separate **Image Consent Form**, sent with the payment information.

## **10. LIABILITY AND INSURANCE**

#### Civil Liability Insurance:

Logiscool Jerez Noreste holds civil liability insurance covering damages to third parties and students during the activities.

## Limitation of Liability:

Logiscool is not liable for injuries or damages inherent to the nature of the activity unless caused by **gross negligence or intent**.

## Legal Representative's Obligations:

They must inform Logiscool of any allergies, medical conditions, or special circumstances affecting the Student and provide documentation if needed.

### **11. CLAIMS PROCEDURE AND DISPUTE RESOLUTION**

#### Filing a Claim:

The Legal Representative may submit any complaint or claim by email to <u>hello.jerez.noreste@logiscool.com</u> or by postal mail to: *C/ Cobre nº 30, Blq 10 Loc B, 11405, Jerez de la Frontera (Cádiz).* 

### **Response Time:**

Logiscool Jerez Noreste will review and respond to claims **within 30 calendar days** from receipt.

### **Out-of-Court Resolution:**

If unsatisfied with the response, the Legal Representative may contact:

- The Consumer Services of the Generalitat of Catalonia
- The relevant Municipal Consumer Information Office (OMIC)
- The Online Dispute Resolution (ODR) Platform of the European Commission:

https://ec.europa.eu/consumers/odr

## 12. APPLICABLE LAW AND JURISDICTION

#### Applicable Law:

These Terms and Conditions are governed and interpreted in accordance with **Spanish law**.

#### Jurisdiction:

Any disputes shall be submitted to the **courts and tribunals of the Legal Representative's place of residence**, unless otherwise provided by law.

## **13. SPECIFIC CONDITIONS FOR MINORS**

## Express Consent:

The Legal Representative **explicitly authorizes** their child to participate in the Course/Workshop/Camp and accepts the internal rules, pick-up protocols, meal schedules (if applicable), and disciplinary rules.

## Medical Emergency Authorization:

In case of emergency, Logiscool Jerez Noreste staff are authorized to administer first aid and make decisions regarding medical attention. The Legal Representative agrees to **cover any medical costs incurred**.

### **Required Documentation:**

Participation in any course, workshop, or day camp requires submission of:

• A copy of the ID/passport/residence card of the Legal Representative.

### Health Protocol (COVID-19 and other transmissible diseases):

Health measures as required by the competent health authorities will apply. In case of infection or suspicion, the student will be isolated and the Legal Representative notified immediately.

## **14. CODE OF CONDUCT AND INTERNAL REGULATIONS**

### **Behavior Expectations:**

Students must respect the behavioral and disciplinary rules established by Logiscool Jerez Noreste. In case of violations, the procedure is:

- 1. Verbal warning
- 2. Written warning to the Legal Representative
- 3. Disciplinary expulsion (for repeated or serious misconduct)

## Anti-Bullying Protocol:

Logiscool will act in accordance with the **Protocol for intervention in cases of school bullying, cyberbullying, child abuse, gender-based violence, gender identity discrimination, or aggression against staff**, as established by the Junta de Andalucía (Order of June 20, 2011).

Any signs of harassment must be reported immediately to the school management for formal investigation.

## **Expulsion and Refund:**

In case of disciplinary expulsion, **no refund** will be issued, unless a duly justified force majeure occurs. Expulsion decisions will be communicated in writing.

## **15. ELECTRONIC COMMUNICATION**

## Validity of Electronic Communication:

Communication between Logiscool Jerez Noreste and the Legal Representative will primarily occur via **email or WhatsApp**, and will be considered valid and legally equivalent to written documents, as long as delivery and receipt can be proven.

## **Obligation to Update Contact Info:**

The Legal Representative must keep their email address up to date to receive

notifications (e.g., invoices, notices). Any changes must be reported at least **10** calendar days in advance.

### **16. MISCELLANEOUS CLAUSES**

### **Modification of Terms and Conditions:**

Logiscool Jerez Noreste may amend these Terms and Conditions for justified reasons (regulatory changes, service improvements). Changes will be notified **at least 15 calendar days in advance** by email and posted on the website. Ongoing contracts will not be affected unless agreed otherwise.

### **Entire Agreement:**

This document, together with the registration form, Privacy Policy, and Image Use Consent Form, constitutes the **entire agreement** between the parties, superseding any prior oral or written communication.

### Severability:

If any clause is declared null or unenforceable by a final court ruling, the remaining clauses will remain fully effective.

### Language and Prevailing Version:

In case of conflict between the Spanish version and any translation, the **Spanish** version shall prevail.

#### Final Note:

Any matter not covered in these Terms and Conditions will be resolved in accordance with current Spanish regulations on **distance contracts**, **consumer protection**, **information society services**, and **data protection**.

For further clarification, please contact us at: hello.jerez.noreste@logiscool.com

Date: June 13th, 2025 The Logiscool Jerez Noreste Team