

GENERAL TERMS AND CONDITIONS

Introduction

This document regulates the general terms and conditions for the booking of services (hereinafter referred to as the 'Conditions') belonging to GERT MARTIN ZAKOSTELECKY under the LANGUAGE PARADISE brand, hereinafter referred to as PROVIDER. The purpose is to realise the booking and the contract directly with the school by using the PROVIDER.

The PROVIDER, LANGUAGE PARADISE, is not a seller, but acts only as an intermediary between the USER and the school, and the school issues the corresponding invoice to the USER.

The contact details of the PROVIDER of the booking services are as follows:

Brand name: LANGUAGE PARADISE

Company name: GERT MARTIN ZAKOSTELECKY

Tax number: Y4925248L

Registered office: C/ Obispo Alguacil 3, 1-I 14001 CÓRDOBA

Telephone: +34 744 781 862

E-mail: info@languageparadise.com

The conditions are not subject to any formality, except in the cases expressly indicated in the Civil and Commercial Code and in this or other special laws.

The acceptance of this reservation document implies that the USER:

- Has read, understood and comprehended the information contained therein.
- He/she is a person with sufficient legal capacity.
- He/she accepts all the obligations set forth herein.

These conditions are valid for an indefinite period.

The PROVIDER points out that the company is responsible for the legislation in force and reserves the right to modify the conditions unilaterally without affecting the conditions in force prior to the modification.

Identity of the contracting parties

On the one hand, the contracting school, whose data is provided at the time of the conclusion of the contract.

On the other hand, the USER, student, who is fully responsible for the use and custody, as well as for the accuracy of the personal data provided to the PROVIDER, hereinafter LANGUAGE PARADISE.

Purpose of the service

The purpose of this service is to manage the relationship between LANGUAGE PARADISE and the USER when the USER requests a course search and subsequent reservation.

The acceptance of the reservation includes the course search service in schools and the management of the reservation as an intermediary.

If the USER detects errors in the documents created by LANGUAGE PARADISE or by the school, he/she can report them to info@languageparadise.com so that GERT MARTIN ZAKOSTELECKY can correct them as soon as possible, or to the school's e-mail address.

Booking process

The USER must be of legal age to use the services offered by LANGUAGE PARADISE. The USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27th of April 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Organic Law 3/2018 of 5th of December (LOPDGDD) on the Protection of Personal Data.

It should be noted that the contract with the school complies with the requirements of Article 27 of Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE).

GENERAL BOOKING CLAUSES

Unless otherwise agreed in writing, the placing of an order with LANGUAGE PARADISE implies acceptance by the USER of the present legal conditions. None of the agreements made by the USER may deviate from those of LANGUAGE PARADISE unless they have been expressly accepted in writing by LANGUAGE PARADISE in advance.

Booking confirmation

LANGUAGE PARADISE will only confirm the booking of a service once it has been verified that the deposit has been paid to LANGUAGE PARADISE, which is included in the course price and therefore represents no additional cost to the USER. This deposit will be shown on the invoice issued by the school to the USER.

We do not sell or resell courses or offer accommodation.

LANGUAGE PARADISE only takes care of the processing of the booking of the language courses and, if requested by the USER, the planning of the accommodation, which will be communicated to us by the school for the corresponding booking, if and when the school offers it.

Our service does not represent a cost for the USER, but is included in the course price of the school.

The payment of the deposit is required by the schools in order to guarantee the USER a place on the course.

The outstanding amount is paid directly to the school and the method of payment is indicated on the invoice issued by the school to the USER.

Currency of payment:

Payment of the deposit: in the currency of LANGUAGE PARADISE, (Euro).

Payment of the pending balance: in the currency of the school.

Change of booking

Changes to the booking will only be made if they are communicated in writing (e-mail) more than 30 days in advance.

Cancellation

The USER may cancel his/her registration at any time before the start of the course, provided that the cancellation is notified in writing by the person who has booked the course. Cancellation will result in the loss of the deposit paid to the PROVIDER LANGUAGE PARADISE. In other words, the initial deposit paid by the USER at the time of enrolment and the courier costs for sending the invitation letter for the visa application will not be refunded. No refunds are possible after the start of the course.

The cancellation conditions of the schools can be viewed by the USER on the website of the respective school in the general terms and conditions.

It is recommended that you take out a travel cancellation insurance at the time of registration to cover cancellation costs if you are unable to attend the course for medical reasons.

To avoid or minimize cancellation costs, you can suggest another person to attend the course in your place, or you can request in advance that the course be postponed to another date.

Cancellation due to force majeure (unforeseeable circumstances)

If a student is forced to cancel the course due to a visa refusal after having submitted the visa application in due time, all payments will be refunded except for the deposit paid. Schools may charge up to €250.00 for bank and administration fees. The USER must provide a document proving the cancellation of the visa at least 30 days before the start of the course or accommodation booking. To cancel, you can simply inform us via our email address info@languageparadise.com on your booking confirmation or notify the school instead.

If the USER is poorly supervised during his/her language course, he/she should immediately report this to the school management and demand a solution. If this obligation is not honored, the school is not obliged to remedy the situation. It is recommended that complaints are always be recorded and confirmed in writing.

Requirements for travelling to the course

It is the responsibility of the USER to fulfil the necessary requirements for travelling to the course: Passports, visas, customs regulations, health regulations and insurance. Furthermore, schools may charge an additional courier fee for the delivery of the required visa documents for courses booked shortly before the start of the course.

The USER must inform the school in good time about infections and vaccinations as well as other prophylactic measures and, if necessary, seek medical advice. General travel information can be obtained from the local health authorities and medical services.

The USER is obliged to take out valid health insurance for the duration of the language course. If you do not have international health insurance, we therefore recommend that you take out international travel health insurance.

Airport transfer, accommodation, groups, rules and regulations of the school

The USER can book an airport transfer with most schools, which includes pick-up at the airport by a representative of the school and transport from the airport to the accommodation. All flight information must be sent at least one week before arrival. This service is also available for the return journey at an additional cost.

The school selects and allocates the type of accommodation requested by the USER. The accommodation is booked

from Sunday (= day before the start of the course) to Saturday (= day after the end of the course). If the USER wishes to stay more nights, the school will charge an additional accommodation fee. The school will try to fulfil all wishes expressly stated in the booking request. The USER will receive detailed information about the accommodation from LANGUAGE PARADISE or directly from the school approximately 1-2 weeks before the start of the course. The accommodation is usually provided by a third party and the cancellation conditions of the accommodation provider apply. If a USER has problems or is dissatisfied with the allocated accommodation, he/she should inform the school or us immediately so that appropriate steps can be taken to rectify the situation.

If the minimum number of participants for a course is not reached, the school reserves the right to offer a reduced number of individual/mini-group lessons instead of the booked group lessons.

Changes and additions to the services and bookings described must be agreed in writing (e.g. by e-mail).

Unless otherwise stated, this means that visits, excursions, course materials etc. **are not** included in the price and must be paid for on arrival or on request.

Unless otherwise stated, lessons do not take place on local and national public holidays, Saturdays and Sundays. Missed lessons **will not** be made up or refunded.

If the course has to be changed or even cancelled due to unforeseeable events, force majeure, cancellation of public transport, official orders, timetable changes, strikes, unrest or other compelling reasons beyond the school's control, this **does not** entitle the student to a refund.

Exclusion of liability

Subject to the limitations in the Terms and Conditions and to the extent permitted by law, we shall only be liable for direct losses actually incurred as a result of an attributable breach of our obligations in relation to our services, up to the total amount of the deposit paid directly to us or processed through our payment services.

To the extent permitted by law, LANGUAGE PARADISE shall not be liable for:

- compensation for damages, including consequential damages
- any inaccuracies in the information provided by the school on its own website
- the services provided or not provided by the school or the accommodation provider
- any changes (course, lessons, accommodation) that the schools have to make
- any personal injury, death, property damage or other damage attributable to the school or accommodation provider whose services are offered through our platform, including cancellation, strike, force majeure or other events beyond our control.

The USER acknowledges and agrees that the school accepts sole responsibility and liability for the provision of the courses, activities and accommodation booked.

LANGUAGE PARADISE does not act as a registered trader and is not a (re)seller of products or the courses/accommodation etc. offered. Complaints regarding the courses/accommodation etc. offered should be addressed directly to the school and/or the accommodation provider. LANGUAGE PARADISE is not responsible and disclaims any liability in relation to such claims.

RIGHT OF WITHDRAWAL

The USER has a period of fourteen calendar days from the date of receipt of the product or from the conclusion of the purchase contract, if it is a service, to exercise the right of withdrawal regulated in article [102 of Royal Legislative Decree 1/2007](#), of 16th of November, which approves the revised text of the General Law for the Protection of Consumers and Users, hereinafter RDL 1/2007. If LANGUAGE PARADISE does not comply with its obligation to inform and document the right of withdrawal, the period for exercising the right of withdrawal will end twelve months after the expiry of the initial withdrawal period, in accordance with [article 105 of RDL 1/2007](#).

The right of cancellation does not apply to the contracts referred to and listed in [Article 103\(L\) of RDL 1/2007](#).

COMPLAINTS AND ONLINE DISPUTE RESOLUTION

Any complaint that the USER deems appropriate will be dealt with as quickly as possible. It can be addressed to the following contact addresses and will be sent to the school responsible for the service:

Postal address: GERT MARTIN ZAKOSTELECKY, C/ Obispo Alguacil 3, 1-I 14001 CÓRDOBA

E-mail: info@languageparadise.com

Online dispute resolution (ODR)

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a freely accessible platform for online dispute resolution between the USER and the PROVIDER, without the need for legal recourse, through the intervention of a third party known as a dispute resolution body, which acts as a mediator between the two parties. This body is neutral and will engage in dialogue with both parties to reach an agreement and may ultimately propose and/or enforce a solution to the dispute.

Link to the ODR platform: <https://ec.europa.eu/consumers/odr/>

FORCE MAJEURE

The parties shall not be liable for failures due to force majeure. The fulfilment of the obligation shall be postponed until the force majeure has ended.

RESPONSIBILITY

The USER may not assign, transfer or subcontract the rights, responsibilities and obligations contracted with the provision of the Service.

Should any provision of these Terms and Conditions be deemed void or unenforceable, the validity, legality and fulfilment of the remaining provisions shall not be affected or altered in any way.

The USER declares that he/she has read and understood these conditions and accepts them in their entirety.

BASIC INFORMATION ABOUT THE OFFER

All services offered by LANGUAGE PARADISE are subject to these General Terms and Conditions (GTC).

Any modification, alteration or agreement contrary to the services offered by GERT MARTIN ZAKOSTELECKY or to the provisions contained herein shall be null and void unless expressly agreed in writing and signed by LANGUAGE PARADISE, in which case these specific agreements shall prevail.

PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices quoted for the individual services are inclusive of value added tax (VAT).

Unless otherwise stated, prices are quoted in the local currency of the country in which the school is located.

All published prices have been provided by the schools, who are responsible for the accuracy of the information. Prices are not guaranteed until the course has been fully confirmed.

The USER recognizes that the pricing of some of the schools' services may vary in real time.

For any information regarding the booking, the USER may contact the PROVIDER by telephone on +34 744 781 862 or by e-mail at info@languageparadise.com.

METHODS OF PAYMENT (deposit)

The PROVIDER offers the following payment options for the down payment of a booking:

- Credit card
- PayPal
- bank transfer

SEVERABILITY AND SUSPENSION OR CANCELLATION OF THE BOOKING

If any of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms.

LANGUAGE PARADISE may, without notice, suspend or terminate all or part of USER's access to its Services for good cause, including, without limitation, if USER fails or refuses to comply with any obligation set forth herein or any applicable law, license, regulation, policy, code of conduct or usage guideline.

The exercise by LANGUAGE PARADISE of any of its rights or powers under this clause shall not prejudice or affect the exercise of any other right, power or remedy available to LANGUAGE PARADISE.

APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed by or interpreted in accordance with Spanish law in all matters not expressly regulated herein. Any dispute arising from the provision of the products or services covered by these conditions shall be subject to the jurisdiction of the courts of the USER's domicile, the place of fulfilment of the obligation or the place where the property is located if it is immovable.