

# TERMS AND CONDITIONS

## 1. INFORMATION

KING'S INFANT SCHOOL, S.L. Domicilio Social: Avenida Pío XII 92, 28036 Madrid: Registro mercantil de Madrid: Tomo 15588 folio 55 section 8 Hoja M-262428 Inscripcion 1. NIF: B82737552 VAT: ESB82737552

## 2. LEGAL REGULATION APPLICABLE TO THE CONTRACT AND ACCEPTANCE OF THE GENERAL CONDITIONS

These General Conditions are subject to whatever results from the application of the Royal Legislative Decree (R.D.L). 1/2007 of November 16th, which approves the revised text of the General Law for the Defence of Consumers and Users, Law 7/1998 of April 13th, on General Conditions of Contracting, and the Civil Code. The present General Conditions, signed by the contracting parties, will be incorporated into all contracts of the KING'S INFANT SCHOOL, S.L. Programme, the object of which are the programmes contained in the information sheets and are binding on the parties, together with the particular conditions agreed in the contract and those which may be established in each programme.

## 3. REGISTRATION, PRICE AND PAYMENT

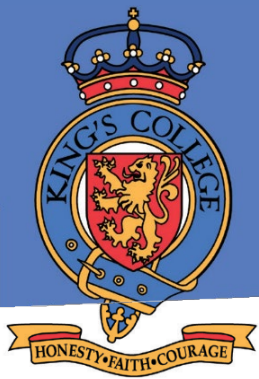
In order to register for the chosen programme, you must complete and return the registration form. To confirm your child's place we must receive a deposit to the value of **€55**. The amount paid on account will be deducted from the total price of the Programme. Payment should be made to the following account: Current Account **ES0921003816530200039462** – La Caixa. Avda. de Viñuelas, 41. 28760 Tres Cantos (MADRID)

Please indicate the name and surname of the participant in the concept.

No programme registration will be processed unless accompanied by proof of payment. The balance of the price of the contracted Programme must be paid 10 days before the start of that programme. Any failure to pay, both in time and method, will be considered as a waiver of the pupil to attend the course. Registrations made less than 10 days prior to the Programme start date must be paid in full at the time of registration. Registrations are personal and non-transferable.

## 4. CANCELLATION, NO PRESENTATION AND/OR ABANDONMENT OF THE PROGRAMME BY THE CUSTOMER

In the event that the customer decides to cancel the contracted Programme, they must notify KING'S INFANT SCHOOL, S.L in writing. Notwithstanding the foregoing, the customer must pay KING'S INFANT SCHOOL, S.L the amount corresponding to any damages caused, including all types of expenses incurred by KING'S INFANT SCHOOL, S.L, up to the current date. By way of example, but not limited to: payments to third parties involved in the programme: schools, museums\*, monitors, teachers, telephone calls,



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amongst others. In order to inform the customer of the amount of retentions or charges to be made by withdrawal they shall amount to:

- 25% of the programme price, if the cancellation occurs between 44 and 30 days from the course start date
- 50% of the programme price, if the cancellation occurs between 29 and 10 days from the course start date.
- 75% of the programme price, if the cancellation occurs within 9 days prior to the course start date.
- 100% in case of a no-show at start of the programme.

The customer shall not be entitled to any refund if they, their parents or their legal guardians voluntarily leave the Programme once said Programme has commenced. \*("Explore Madrid" programme only)

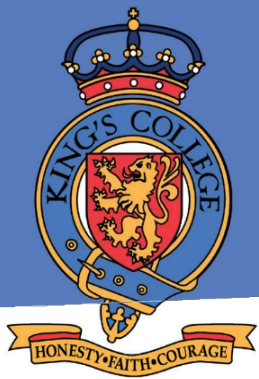
The administration fees indicated in section three (3) of these general conditions must be paid to KING'S INFANT SCHOOL, S.L. in any case and, likewise, will not be refunded in any case, except if the cancellation insurance is taken out. Notwithstanding, if the customer withdraws from the contract during a period of 7 days from its execution, KING'S INFANT SCHOOL S.L. will return them the amounts paid without withholding expenses. The customer shall not be entitled to any refund if they, their parents or their legal guardians voluntarily leave the Programme once said Programme has commenced.

## 5. COVID Peace of mind Policy

At King's Infant School, we are committed to ensuring everyone's safety and comfort. You can book a Camp safe in the knowledge that we have worked with local authorities and implemented policies and procedures to ensure our camps provide the safest environment for your child. In addition to being confident that our camps meet strict government standards for safety and increased hygiene, we also offer you the security of being able to cancel your camp booking if COVID19 prevents travel\*.

With our COVID Peace of Mind Policy you can book with confidence and we can all look forward to a safe camp full of adventure.

*\*We will transfer your registration to another camp or offer a full refund of the camp fees in these circumstances: Camp registrations do not reach the minimum number required. † Proof of positive test or quarantine may be required.*



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## 6. PRACTICES AND MANDATORY STANDARDS DURING THE PROGRESS OF THE PROGRAMME

The participant agrees to respect and abide by the course discipline and behaviour rules, both during their stay in the facilities where they receive their lessons, and outside of them. In particular, in relation to opening times of the centre, the obligation of class attendance, meals, rules of coexistence and behaviour with teachers, classmates, and staff employed by King's Infant School.

## 7. MEDICAL, PHARMACOLOGICAL AND/OR SURGICAL TREATMENT

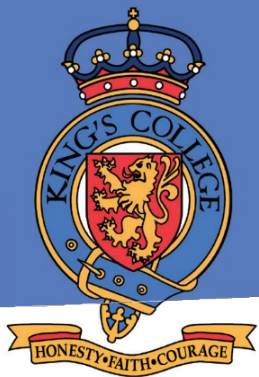
The participant shall inform KING'S INFANT SCHOOL, S.L. if they are undergoing any medical and/or pharmacological treatment during the period covered by the chosen programme. It is understood that, at the time of beginning the programme, the participant is in correct physical and mental health to participate in the programme and that the medical information accompanying the programme dossier is true and complete. Otherwise, the company KING'S INFANT SCHOOL, S.L. is exempt from any type of liability arising from the falseness of the information.

## 8. INSURANCE

Participants who enroll in the programmes of KING'S INFANT SCHOOL, S.L. are covered by a fully comprehensive insurance according to the conditions of the insurance policy taken out by KING'S INFANT SCHOOL, S.L. and provided by the company ERGO. KING'S INFANT SCHOOL, S.L. acts as a mere intermediary between the insurance company and the customers who contract any of our programmes.

## 9. DATA PROTECTION

LATAM EDUCATION HOLDINGS, S.L., with VAT number B87232641 and registered address at Avda. Pío XII, 92, 28036 Madrid, Spain acting as the data controller in compliance with the Regulation (EU) 2016/679 (GDPR) and the L.O. 3/2018, of December 5, on data protection and guarantee of digital rights (LOPDGDD), informs that the personal information collected through this Application Form is compiled with the purpose of the provision, management and billing of King's Infant School camp activities. The data will be kept for the time necessary to fulfill the expressed purposes and legal obligations. Once the aforementioned period has elapsed, the data will be permanently deleted using the appropriate security measures. The data will not be communicated to third parties, except by legal obligation or for the execution of the service. You can exercise your rights of withdrawal of consent, access, rectification, object, erasure, limitation and portability of your data at any time by sending a written request and indicating in the subject "DATA PROTECTION", attaching your identification document to: [dpo@kingsgroup.org](mailto:dpo@kingsgroup.org). You also have the right to file a complaint with the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the data processing does not comply with current regulations. You can find more information about our data protection policy at: <https://madrid-chamartin.kingscollegeschools.org/privacy-notice/>.



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Minors. The aforementioned data protection regulations establish limitations on the processing of the personal data of a “minor”. Therefore, KING’S INFANT SCHOOL, S.L provides that all data processing referred to a minor must have the authorisation of their parents or legal guardian, which will be duly accredited and in accordance with the applicable regulations. In this regard, KING’S INFANT SCHOOL, S.L will take all appropriate measure to proceed with the effective verification of the child’s age.

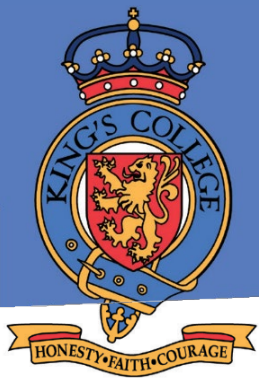
## 10. PERSONAL DATA PROTECTION AND IMAGE PROCESSING

**10.1 Aim of the programme.** KING’S INFANT SCHOOL, S.L., as the data controller, with registered address at Avenida Pío XII, 92, 28036, Madrid, Spain, in compliance with the Regulation (EU) 2016/679 (General Data Protection Regulation), informs the signatories of the registration form that their own personal data and, where applicable, that of the respective represented persons, that are requested through the form, as well as those that may be provided subsequently, including those relating to special categories if any, are necessary for compliance with the stipulations of these Terms and Conditions, as well as for the development, control and management of the training activity in which the participant has registered. The signatories guarantee the veracity of the data provided at all times and undertake to communicate promptly to KING’S INFANT SCHOOL S.L any variation thereof.

The legal basis for the processing of personal data is the execution of these Terms and Conditions, as well as the fulfilment of legal obligations corresponding to KING’S INFANT SCHOOL S.L and the consent given by the signatories. If the signatories do not consent to the processing of their data, the participant will not be able to enjoy the training activity. In addition, in the event that the signatories check the boxes enabled for the purpose, they expressly authorise (i) KING’S INFANT SCHOOL S.L so that it can transfer personal data to other King’s Group companies, and (ii) that both companies process the personal data so that either of them can send commercial communications by any means, including telephone, e-mail or equivalent means of communication, about products, services and promotions in the field of educational and cultural services. Notwithstanding the foregoing, the signatories may withdraw their express consent for any of the additional purposes envisaged and, in particular, for the receipt of commercial communications, at any time, in writing via email addressed to [dpo@kingsgroup.org](mailto:dpo@kingsgroup.org).

**10.2 Data retention.** The data provided will be kept with the appropriate technical and organizational measures that guarantee the appropriate level of security and for the time that is necessary, in order to guarantee compliance with the legal obligations that correspond to KING’S INFANT SCHOOL S.L during the necessary prescription periods depending on the applicable legislation. After the deadlines indicated, the data will be duly removed.

**10.3 Data of third parties.** In the event that personal data of third parties are provided by the signatories, they shall guarantee that they have informed such third parties and have obtained the



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necessary consent for their processing by KING'S INFANT SCHOOL S.L with the purposes detailed in this clause. KING'S INFANT SCHOOL S.L reserves the right to require the signatories, whose documentation provided includes the processing of third-party data, proving that they have met the aforementioned information and consent requirements.

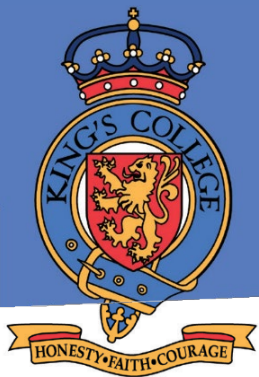
**10.4 Data communication.** The signatories authorise KING'S INFANT SCHOOL S.L to transfer personal data through communication to entities that belong to the business group of which KING'S INFANT SCHOOL S.L. is a member at any time. Likewise, the collaborating organizations that perform services related to the content of the training activity and that help KING'S INFANT SCHOOL S.L in this regard may have access to the participant's data, in order to process and control the good development and execution of the training activity.

**10.5 International data transfer.** The information that the signatories provide to KING'S INFANT SCHOOL S.L for the execution of this contract can be transferred internationally to other KING'S GROUP centres and to the INSPIRED Group in which it is integrated as well as to third parties for their processing in accordance with the requirements established by the legislation applicable in each country and / or region and to the applicable international agreements where the different entities of the aforementioned groups operate. In this regard, KING'S INFANT SCHOOL S.L acting as data controller or data processor, depending on the position, will protect the rights of signatories in international data transfers to third countries, observing at all times the Group's security standards and legal requirements. On the other hand, KING'S INFANT SCHOOL S.L will apply the Binding Corporate Rules (or "BCR") that offer adequate protection guarantees to make transfers between the Group companies and that would be applicable in the place where the regulations contemplate it.

King's Infant School also informs the signatories that their data will not be transferred to any third parties except when required in the framework of compliance with legal obligations by the administrations or competent official bodies that require it, as well as where appropriate, to data processors that will require it for the execution of this contract.

**10.6 Security measures.** KING'S INFANT SCHOOL S.L has implemented the necessary technical and organizational security measures that guarantee the security of your personal data and prevent its alteration, loss, unauthorised processing and / or access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, already come from human action or from the physical or natural environment.

**10.7 Rights.** The signatories may, under the terms established in the regulations on data protection in force at any time, and in accordance with the regulations, revoke at any time the authorisation granted for the processing and transfer of personal data, as well as exercise the rights of access, rectification, erasure, object, right to request the limitation of the processing of personal data, the right to portability



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and the right to file a claim with a supervisory authority. To do this, they may send a request to KING'S INFANT SCHOOL S.L in writing with a proof of their identity at Avenida Pío XII, 92, 28036, Madrid, Spain, or by email to [info@kingsgroup.org](mailto:info@kingsgroup.org).

**10.8 Image.** In order to disseminate the training activities that KING'S INFANT SCHOOL S.L carries out, the signatories and the participant are informed that, during their enjoyment, photographs and / or video recordings of the participant may be made, being the intention of KING'S INFANT SCHOOL S.L to publish those images and / or video recordings in media, conventional and / or electronic, to publicize their activities always in strict compliance with Organic Law 1/1982, of May 5, on Civil Protection of the Right to Honor, Personal and Familiar Privacy and the Image Rights and the applicable regulations regarding data protection.

Therefore, in this application form, the consent of the participant or, where appropriate, their legal representatives will be requested so that KING'S INFANT SCHOOL S.L is allowed to use and / or disseminate the participant's image for a limited time and in accordance with the purposes set forth in this section for promotional purposes and in KING'S INFANT SCHOOL S.L exclusive media such as press material, newsletters, web pages, social networks and / or other similar media on the Internet (all of them owned and used exclusively by King's Infant School) and its use and & or dissemination is prohibited by other means or third parties not authorised and outside KING'S INFANT SCHOOL S.L In any case, the participant or their legal representatives may withdraw their consent at any time and free of charge in accordance with the provisions of current legislation.

**10.9 Minors.** The European Regulation and national data protection laws establish limitations on the processing of the personal data of a "minor". Therefore, KINGS INFANT SCHOOL S.L provides that all data processing of a minor must have the authorization of their parent or guardian, which will be duly accredited and in accordance with the applicable regulations.

In this regard, KING'S INFANT SCHOOL S.L will take all appropriate measures to proceed with the effective verification of the child's age.

## 11. RESOLUTION OF CONFLICTS

Any conflict related to the programmes will be resolved by the competent jurisdictional bodies according to the applicable legislation.

## 12. VALIDITY

The validity of these general conditions will be from January the First, 2022 to December the 31st, 2022 both inclusive.