

## GENERAL CONTRACTING TERMS AND CONDITIONS

### ***Introduction***

This contractual document will govern the General Conditions for contracting services (hereinafter, «Conditions») through the website [russianmastersballet.com/](http://russianmastersballet.com/), owned by ASOCIACION NACIONAL DE BALLET PROFESIONAL under the trademark RUSSIAN MASTERS BALLET, hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the USER to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws and reserves the right to unilaterally modify the conditions, without affecting the terms and conditions implemented prior to the modification.

### ***Identity of the contracting parties***

On one part, the PROVIDER of the services contracted by the USER, ASOCIACION NACIONAL DE BALLET PROFESIONAL, whose registered address is at PARTIDA CASTILLO, 83 03109 TIBI (Alacant), TIN G73821035 and telephone number for customer/USER service +34609816395.

And on the other part, the USER, registered on the website by means of a user name and password, who is fully liable for the use and safeguarding of which and for the truthfulness of the personal data submitted to the PROVIDER.

### ***Purpose of the contract***

The purpose of this contract is to regulate the contractual trade relationship between the PROVIDER and the USER, which arises when the USER accepts by ticking the corresponding box during the online contracting process.

The contractual trade relationship involves the delivery of a specific service, in exchange for a certain price which is publicly displayed on the website.

### ***Rectification of data***

When the USER identifies errors in the data published on the website or in the documents generated by the contractual relationship, he/she may notify [INFO@RUSSIANMASTERSBALLET.COM](mailto:INFO@RUSSIANMASTERSBALLET.COM) so that ASOCIACION NACIONAL DE BALLET PROFESIONAL can correct them as soon as possible.

The USER will be able to keep his/her data updated by accessing his/her user account.

### ***Contracting procedure***

The USER, in order to access the services offered by the PROVIDER, must be an adult and register on the website by creating a user account. For this reason, 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 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data as detailed in the Legal Notice and Privacy Policy found on this website.

The USER selects a user name and password, committing to use them diligently and to not make them available to third parties, as well as to inform the PROVIDER of their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of services.
3. Right of withdrawal.
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

### **1. GENERAL CONTRACTING CLAUSES**

Unless otherwise stipulated in writing, placing an order with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions and/or CONTRACT FOR THE PROVISION OF SERVICES signed and previously sent to the USER. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

## **2. ACTIVATION OF SERVICES**

The PROVIDER will not activate or give access to any service until it has been verified that payment has been made. As the order does not involve the physical delivery of any product, but rather contracted services of a face-to-face nature or activated in online format, the PROVIDER will inform the USER in advance on the steps to take to perform this download or activation.

### ***Failure to carry out the remote contract***

In the case of the provision of a service, this will be reserved from the moment in which the USER has made the payment for it and of the same and will be able to enjoy it according to the dates and conditions stipulated by the CONTRACT FOR THE PROVISION OF SERVICES signed by the USER previously.

In the event that the contract does not involve the physical delivery of a product, but a participation in an in-person or online event, the PROVIDER will inform the USER in advance of the procedure to be followed in order to download the product.

In the event of not being able to execute the contract because the contracted service is not available on time, the USER will be informed of the lack of availability and will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

The PROVIDER will not accept any liability if the download or the activation of the service is not fulfilled because of false, inaccurate or incomplete information provided by the USER, or when the USER does not show up at the place where the service is provided.

The provision of the service will be considered performed at the time of the contracted event on dates established by the PROVIDER and stipulated in the contract.

## **3. RIGHT OF WITHDRAWAL**

The USER has a period of fourteen calendar days, counted from the date of receipt of the product or from the conclusion of the sales contract if it were a provision of a service, to exercise the right of withdrawal, regulated in [article 102 of the Royal Legislative Decree 1/2007](#), of November 16, which approves the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws, hereinafter RDL 1/2007. If the PROVIDER does not comply with the duty to provide information and documentation on the right of withdrawal, the period for its exercise shall end twelve months after the date of expiration of the initial withdrawal period, in accordance with [the article 105 of RDL 1/2007](#).

The right of withdrawal will not be applicable to the contracts referred to and listed in [article 103 of RDL 1/2007](#), and which are listed [here](#).

The PROVIDER must be informed of any return, with the request for a return by emailing [INFO@RUSSIANMASTERSBALLET.COM](mailto:INFO@RUSSIANMASTERSBALLET.COM), indicating the corresponding invoice number or order number.

## **4. ONLINE CLAIMS AND DISPUTE RESOLUTION**

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

Postal address: ASOCIACION NACIONAL DE BALLE T PROFESIONAL, PARTIDA CASTILLO, 83 03109 TIBI (Alacant)

Telephone: 609816395

Email: [INFO@RUSSIANMASTERSBALLET.COM](mailto:INFO@RUSSIANMASTERSBALLET.COM)

### ***Online Dispute Resolution(ODR)***

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free online Access platform for the resolution of conflicts between the USER and the PROVIDER, without the need to resort to courts of law, through the intervention of a third party called the Dispute Resolution Body, which acts as an intermediary between them.

This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately suggest and/or impose a solution to the conflict.

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

## **5. FORCE MAJEURE**

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

## **6. COMPETENCY**

The USER may not assign, transfer or transmit the rights, responsibilities and obligations agreed in the purchase.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety the same as those of the CONTRACT FOR THE PROVISION OF SERVICES provided by the PROVIDER.

## **7. GENERAL INFORMATION OF THE OFFER**

All sales made by the PROVIDER are subject to these Conditions and/or conditions of the CONTRACT FOR THE PROVISION OF SERVICES specialized for each service provided and facilitated in advance by the PROVIDER.

No modification, alteration or agreement contrary to the Commercial Proposal of ASOCIACION NACIONAL DE BALLE T PROFESIONAL or stipulated herein shall take effect, unless expressly agreed in writing and signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and service improvements, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.

## **8. PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each service include Value Added Tax (VAT) or any other applicable taxes. These prices, unless expressly stated otherwise, do not include shipping, communication, handling, packaging, insurance or any other additional services and attachments to the service purchased.

The prices applicable to each service are those published on the website and shall be shown in EURO. The USER accepts that the economic valuation of some of the services may vary in real time.

Before making a purchase, all the details of the quote can be checked on-line: services, quantity, price, availability, charges, discounts, taxes and the total amount of the purchase. Prices may change daily as long as the order has not been placed.

Once the order has been placed, prices will be maintained regardless of whether the service is available.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. This invoice can be downloaded in PDF format by accessing the web management panel with the user account. If you want to receive it by email, you must request it by any of the means that the PROVIDER makes available to you, informing you that at any time you can revoke said decision.

For any information about the order, the USER may contact the PROVIDER's customer service by calling +34609816395 or by emailing [INFO@RUSSIANMASTERSBALLET.COM](mailto:INFO@RUSSIANMASTERSBALLET.COM).

## **9. SHIPPING COSTS**

There are no shipping costs.

## **10. PAYMENT METHODS, CHARGES AND DISCOUNTS**

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Wire transfer
- Credit card
- PayPal

All prices are indicated in EUROS.

In the event of having received a discount from the PROVIDER, the total cost of the service will be calculated by the PROVIDER, discounting the discount applied in the USER's Personal Area.

### ***Security measures***

The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the USER agrees that the PROVIDER will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

### **11. PURCHASE PROCESS**

Before confirming the reservation of the services and access to the payment platform, the USER must go through a prior selection organized and controlled by the PROVIDER. In case of successful selection, the PROVIDER will send the USER the access code to their personal area and the corresponding services.

After accessing their personal area, the USER must sign the CONTRACT FOR THE PROVISION OF SERVICES, the USER can choose the options of the services offered and see the total amount that must be paid in their personal area.

The prices of the services are stipulated in the contract and at the time of the reservation they are calculated and indicated in the personal area of the USER.

The USER must review the order before continuing with the payment. The USER must pay the indicated price within the dates indicated in the contract depending on the reserved service.

The arising commissions (bank commissions, intermediate companies) must be paid by the USER.

The USER can choose the payment method according to their preferences.

### **12. SUSPENSION OR TERMINATION OF THE CONTRACT**

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

RUSSIAN MASTERS BALLET may, without prior notice, suspend or terminate USER's access to its services, in whole or in part, for any valid reason, including, without limitation, when USER fails to comply with or follow any of the obligations set forth herein or any applicable provision of law, license, regulation, directive, code of practice or usage policy.

Where RUSSIAN MASTERS BALLET exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy which may be available to RUSSIAN MASTERS BALLET.

### **13. GUARANTEES AND REFUNDS**

The guarantees will respond to the provisions of the Title referred to "Guarantees and after-sales services" of the Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, which can be accessed by clicking [here](#).

### **14. APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. Any controversy that may arise from the provision of the products or services subject to these Conditions shall be submitted to the courts and tribunals of the USER's domicile, the place of fulfilment of the obligation or the place where the property is located if it is immovable.