

comoestas

Terms and Conditions

ComoEstas is powered by Tutore Vaughan.

Terms and Conditions

1. OUR INFORMATION

These Terms and Conditions (“Terms”) govern the purchase and use of paid ComoEstas Spanish course packages and related services.

The services are provided by Tutore Vaughan, S.L.U., part of Grupo Vaughan (collectively referred to as “ComoEstas”, “Grupo Vaughan”, “we”, “us” or “our”).

Registered address:

Calle Orense, 69, Edificio Eurobuilding 2, 1st floor, 28020 Madrid, Spain.

Contact email: marketing@grupovaughan.com

Support and complaints:

<https://platform.grupovaughan.com/support>

2. INTRODUCTION

This document (together with all documents referred to herein, including our Privacy Policy) establishes the terms and conditions governing the purchase of materials, digital content, online lessons and training programmes (collectively, the “Products”) through the website, payment links, sales process and learning platform (hereinafter, the “Conditions”).

We ask that you carefully read these Conditions before using this website, registering as a user or student, purchasing any Products, or accessing the learning platform. By using this website, registering as a user or student, placing an order, making payment, or accessing the platform, you agree to be bound by these Conditions.

“User”, “you” or “your” shall mean any natural or legal person who purchases Products or accesses services governed by these Conditions.

The User will be required to accept these Conditions prior to the purchase of any Products and may also be required to actively accept them upon first access to the learning platform. Grupo Vaughan may retain records of such acceptance, including the date, time and version of the Conditions accepted.

These Conditions govern the relationship between Grupo Vaughan and the User.

Grupo Vaughan reserves the right to amend these Conditions whenever necessary, including for legal, regulatory, operational or technological reasons. Any updated version shall become effective from the date of publication on the Portal and shall apply to future purchases. The version applicable to the User’s purchase shall be the version made available prior to payment and/or accepted by the User at the time of access to the platform.

Some Products may also be subject to additional specific conditions communicated during the purchase process. In the event of conflict between these Conditions and any specific conditions, the specific conditions shall prevail except where this would limit the User’s statutory rights.

3. OBJECT

Grupo Vaughan, through this website and associated platforms, provides non-formal teaching materials, digital educational content, online and in-person language training programmes, individual lessons, demo sessions and related educational services, collectively referred to as the “Products”.

The training programmes provided by Grupo Vaughan constitute non-formal education and do not lead to the obtaining of an officially recognised academic degree, certificate or qualification.

Unless otherwise expressly stated, Products are intended for users aged 18 or over.

No academic degree is required in order to participate in the training programmes. Nevertheless, Grupo Vaughan teachers are professionally qualified for their teaching work and trained in the methodology developed and applied by Grupo Vaughan.

Certain Products may include one complimentary demo or trial lesson prior to purchase. Trial lessons are provided free of charge, do not create any obligation to purchase, and are limited to one per User. Trial lessons may only be repeated in cases of technical failure, unexpected teacher absence or other unforeseen circumstances that materially prevented the lesson from taking place properly.

4. ACCESS AND USE OF THE PORTAL

The User shall be responsible for providing truthful, accurate and lawful information and guarantees the authenticity of all data provided when completing forms, registering for the platform, booking lessons, purchasing Products or otherwise accessing the services.

If, as a result of registration or purchase, the User is provided with a username, account, identifier, password or any other means of authentication, the User undertakes:

- to use such credentials solely for their intended purpose
- to keep them confidential and secure
- and not to disclose or share them with any third party.

Platform access and lesson bookings are personal to the User and may not be shared, transferred, resold or used by another person without the prior written consent of Grupo Vaughan.

If the User knows or reasonably suspects that any third party has access to their username, password or account credentials, the User must promptly notify Grupo Vaughan. Until such notification is received, the User shall remain responsible for all activity carried out through their account.

Grupo Vaughan reserves the right to suspend, restrict or disable any account, username or access credential where it reasonably considers that:

- the User has breached these Conditions
- there has been unauthorised use or sharing of access credentials
- fraudulent, abusive or unlawful activity is suspected
- or such action is necessary to protect the security or proper functioning of the Portal or services.

Access to, browsing and use of the Portal, learning platform and related services, including the booking and attendance of lessons, shall be carried out under the sole responsibility of the User. The User agrees to comply with any reasonable instructions, policies or technical requirements communicated by Grupo Vaughan in relation to the use of the Products and services.

The User is obliged to use the Portal, platform and Products diligently, correctly, respectfully and lawfully, in accordance with applicable legislation and these Conditions. In particular, the User agrees not to:

- use the Portal or Products for unlawful purposes or in any manner contrary to public order, morality, good faith or these Conditions;
- use the Products in any way that infringes the rights or legitimate interests of Grupo Vaughan, teachers, staff or third parties;
- behave in an abusive, discriminatory, threatening, offensive or disruptive manner towards teachers, staff or other users;
- share lesson access links, account credentials or platform access with unauthorised persons;
- reproduce, record, distribute, publish, commercially exploit or otherwise misuse lesson content, materials or platform resources without prior written consent;
- cause damage to the physical or logical systems of Grupo Vaughan, its suppliers or third parties;
- introduce malware, viruses or any harmful technological material that may damage systems, software or infrastructure;
- interfere with or disrupt the operation, security or functionality of the Portal or platform;
- use the contents, services or information obtained through the Portal for unsolicited advertising, direct marketing, spam or any unauthorised commercial communications.

Grupo Vaughan reserves the right to suspend or terminate access to the Products and services where the User breaches these Conditions or engages in misuse of the Portal or services.

5. PRICE AND PAYMENT

You can consult the updated prices of Products on the Portal or as communicated by our Sales team prior to purchase.

Payment is made securely via PayPal, Stripe or other payment methods made available by Grupo Vaughan from time to time. Payment is generally taken at the time of order unless otherwise expressly stated.

All Products consist of online language learning services and/or course packages. No physical goods are sold under these Conditions.

Course packages are purchased as a one-off payment unless otherwise expressly agreed in writing. No automatic renewals apply unless clearly communicated and agreed in advance.

Access to the course, learning platform and/or lesson package is conditional upon successful payment confirmation.

On the payment platform associated with the Portal, the User must provide the required payment details in the designated fields. The contract becomes effective once payment has been successfully authorised or verified.

If payment is made by bank transfer, the User may be required to wait between 3 and 5 business days for verification. Payment instructions will be provided during the purchase process.

Grupo Vaughan reserves the right to change prices, introduce promotions or apply discounts at any time. Any such changes will be clearly communicated on the Portal and/or by email and will not affect purchases already confirmed.

We do not store full payment card details. Payment processing is handled securely by third-party payment providers.

6. PURCHASE OF PRODUCTS

6.1 General conditions for online services

The Products consist exclusively of online Spanish language learning services, including individual 1:1 lessons, course packages and related digital learning services.

Once you select a Product, it will be confirmed through the online checkout process or Sales process. You must follow the applicable purchase procedure, including reviewing and confirming your order details before payment.

Where applicable, you may modify your order before completing payment.

Registered Users may access their order history in the “My Account” section of the platform, where available.

6.2 Accepting Orders

To complete a purchase, you must follow the applicable checkout or Sales process and confirm payment authorisation.

Once your order is accepted, you will receive an email confirmation containing, where applicable:

- confirmation of your order
- invoice or payment confirmation
- and information regarding your contractual rights, including cancellation rights where applicable.

Access to the course or learning platform will be granted once payment has been confirmed.

6.3 Right to refuse or cancel orders

We may refuse or cancel an order at any time, including where:

- payment cannot be verified or authorised
- we are unable to confirm eligibility for the Product
- there is suspected fraud or misuse
- the Product is unavailable or incorrectly priced
- or we are unable to provide the service for operational reasons.

If this occurs, we will inform you as soon as reasonably possible and refund any amounts already paid.

6.4 We charge interest on late payments

If we are unable to collect any payment you owe, we may charge interest on the overdue amount at a rate of 4% per year above the Bank of England base rate from time to time. Interest accrues daily from the due date until full payment is received, whether before or after judgment.

You are responsible for paying any such interest together with the outstanding amount.

6.5 VAT adjustments

If the applicable VAT rate changes between the date of order and the date of supply, we may adjust the VAT payable accordingly, unless the Product has already been fully paid for prior to such change.

6.6 Delays outside our control

We are not responsible for delays caused by events outside our reasonable control.

If such a delay occurs, we will inform you as soon as reasonably possible and take reasonable steps to minimise the impact.

If the delay is substantial, you may contact our Customer Service Team using the contact details provided in these Conditions to request termination of the contract and a refund for any Products paid for but not received.

6.7 Legal guarantee and statutory rights

Nothing in these Conditions affects your statutory rights under applicable consumer protection law.

The Products consist of online services, and your legal rights apply accordingly, including rights relating to services not provided with reasonable care and skill.

6.8 Digital access to services

Access to the course, learning platform and lesson materials is provided electronically via email, platform login or other digital means communicated to you.

Access is personal, non-transferable and subject to these Conditions.

Unless otherwise stated, access is granted once payment has been confirmed.

6.9 Service delivery and scheduling

The service consists of online Spanish lessons delivered at scheduled times.

You are responsible for:

- booking and attending lessons within the applicable validity period
- ensuring correct technical setup
- and checking lesson times, time zones and access details.

6.10 Your rights if there is an issue with the service

If you believe there is an issue with the service, you should contact our Customer Service Team using the contact details provided in these Conditions.

We will comply with our legal obligations to provide services with reasonable care and skill.

Your statutory rights may include repeat performance or price reduction where services are not provided in accordance with applicable law.

6.11 Free trial / demo lesson

We may offer one (1) free demo or trial lesson before or after purchase.

The trial lesson:

- is free of charge

- does not create any obligation to purchase
- and is limited to one per User.

A repeat trial lesson is not permitted except where the original trial lesson could not be properly delivered due to:

- technical issues preventing completion
- unexpected teacher absence
- platform failure
- or other unforeseen circumstances beyond the User's control that materially prevented the lesson from taking place.

In such cases, we may, at our reasonable discretion, offer a replacement trial lesson.

6.12 Cancellation and consumer rights (summary)

Where applicable, consumers may have a legal right to cancel within 14 days of purchase in accordance with applicable distance selling regulations, subject to statutory exceptions.

If you request that services begin during the cancellation period, you may be required to pay for services already provided up to the point of cancellation.

Where services are fully performed within the cancellation period with your express consent, your cancellation rights may no longer apply, in accordance with applicable law.

Full details are set out in the dedicated cancellation section of these Conditions.

6.13 Customer support

For any queries regarding your purchase, access or services, you may contact us using the contact details provided in these Conditions or via our Customer Support system.

7. RIGHT OF CANCELLATION

7.1 Your legal right to change your mind

If you are a consumer purchasing online or at a distance, you generally have a legal right to cancel your purchase within 14 days without giving any reason and receive a refund, subject to the conditions set out in these Terms and applicable law.

This right applies to the purchase of online language learning services and course packages offered by Grupo Vaughan.

7.2 When you cannot change your mind

Your right to cancel may be lost or limited in the following circumstances:

- where the services have been fully performed after you expressly requested that we begin providing the services during the cancellation period and acknowledged that your cancellation rights would be affected
- where digital content or digital access has already been fully provided after your express consent and acknowledgement
- where cancellation restrictions are otherwise permitted under applicable consumer protection law.

The free demo or trial lesson does not create a paid contract and is therefore not subject to statutory cancellation rights.

7.3 Deadline for exercising your cancellation right

If you wish to cancel your purchase, you must inform us no later than 14 days after the day on which we confirm acceptance of your order or conclude the contract with you.

Where you purchase a course package, training programme, classes, tutorials or access to digital learning services, the cancellation period starts on the day after the contract is concluded.

7.4 How to exercise your cancellation right

To exercise your right to cancel, you must clearly inform us of your decision using the contact details provided in these Conditions or via our Customer Support system.

You may use a model cancellation form if one is made available, although this is not mandatory.

Your cancellation notice should include:

- your full name
- the email address associated with your purchase
- and details of the Product purchased.

7.5 Services started during the cancellation period

If you expressly request that we begin providing services during the 14-day cancellation period, you acknowledge and agree that:

- the services may begin immediately or before the end of the cancellation period
- you may be required to pay for any services already provided up to the date you notify us of cancellation
- and where the services have been fully performed, your statutory cancellation rights may no longer apply.

This may include:

- attended lessons
- booked and delivered sessions
- access to digital learning services or platform features
- or other services already provided at your request.

7.6 Refunds following cancellation

Where you validly exercise your statutory cancellation rights, we will process any refund due within 14 days from the date we receive your cancellation request or, where applicable, from confirmation of the amount refundable.

Refunds will be made using the same payment method used for the original purchase unless otherwise agreed.

We do not charge an administration fee for refunds required by law.

Where permitted by law, we may deduct a proportionate amount reflecting services already provided before cancellation.

7.7 No refunds for unused or missed sessions

Except where required by law, refunds are not provided for:

- unused sessions that expire at the end of the package validity period
- lessons cancelled with less than 24 hours' notice
- missed lessons or no-shows
- or lessons affected by the User's own technical issues.

7.8 No subscription auto-renewal

Course packages are not subscription services and do not renew automatically.

Any future purchase requires a separate order and payment process.

7.9 Cancelling or rescheduling booked lessons

Where you have booked a lesson or tutorial on a specific date and time, cancellation or rescheduling must be made no later than 24 hours before the scheduled lesson time.

This applies both to:

- individual lessons
- and lessons forming part of a course package.

If sufficient notice is given, the session will remain available for booking within the applicable package validity period.

If cancellation is made less than 24 hours before the lesson, or if the User fails to attend, the lesson may be treated as used and deducted from the package.

7.10 Free demo lesson cancellation

A free demo or trial lesson may be cancelled or rescheduled subject to reasonable notice.

Users are entitled to one (1) free demo lesson only.

A replacement demo lesson may be offered solely where the original lesson could not be properly delivered due to:

- technical failure
- unexpected teacher absence
- platform malfunction
- or other unforeseen circumstances materially preventing delivery of the lesson.

Replacement demo lessons are granted at Grupo Vaughan's reasonable discretion.

8. PRIVACY POLICY

Any personal information or data provided by the User will be processed in accordance with our Privacy Policy and applicable data protection legislation.

As the Products and services are provided primarily through digital and online channels, personal data may be processed for purposes including:

- account creation and authentication
- lesson scheduling and delivery
- platform access management
- payment processing
- customer support
- communications relating to the services
- and the recording of acceptance of these Conditions where applicable.

The User acknowledges that certain communications, records and contractual information may be stored electronically where permitted by applicable law.

The Privacy Policy forms an integral part of these Conditions and is available on the Portal.

9. COMMUNICATIONS

Communications between Grupo Vaughan and the User shall primarily take place electronically.

For any communication relating to the Products or these Conditions, the User may contact Grupo Vaughan using the electronic contact details, support channels or contact forms indicated on the Portal or in these Conditions.

The User is responsible for ensuring that the contact information provided to Grupo Vaughan is accurate and kept up to date.

The User expressly accepts the use of electronic communications as a valid means of:

- entering into contracts
- receiving notices and information
- accepting these Conditions
- receiving invoices, confirmations and service-related communications
- exercising cancellation rights
- and exchanging information with Grupo Vaughan.

Communications from Grupo Vaughan may be sent by:

- email
- notifications through the learning platform
- support ticket systems
- or other electronic means made available through the services.

Electronic communications shall be considered received when they are sent to the contact details or account associated with the User, except where mandatory law provides otherwise.

Nothing in these Conditions limits any statutory rights requiring information to be provided on a durable medium.

10. GENERAL

The headings used in these Conditions are for convenience only and do not affect the interpretation of the provisions.

In the event of any discrepancy between these Conditions and any specific conditions applicable to a particular Product or promotional offer, the specific conditions shall prevail to the extent of the inconsistency, except where this would limit the User's statutory rights.

If any provision of these Conditions is found by a court, tribunal or competent authority to be unlawful, invalid or unenforceable, that provision shall be deemed severable and the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

Any failure or delay by Grupo Vaughan in exercising any right or remedy under these Conditions shall not constitute a waiver of that right or remedy.

These Conditions constitute the entire agreement between the User and Grupo Vaughan regarding the Products and services unless otherwise expressly agreed in writing.

References to written notices or agreements in these Conditions include electronic communications and records where permitted by applicable law.

Nothing in these Conditions excludes or limits any mandatory consumer rights under applicable law.

11. CHANGES TO PRODUCTS AND CONDITIONS

11.1 Changes we may make at any time

We may make reasonable changes to the Products, learning platform, lesson delivery methods or these Conditions at any time where such changes:

- reflect changes in applicable laws, regulations or regulatory requirements
- address security, technical or operational issues
- improve functionality, user experience or service quality
- maintain compatibility with devices, browsers or platform infrastructure
- update digital content, lesson materials or platform features
- or do not materially reduce the overall nature or quality of the service purchased by the User.

Such changes may include:

- updates to the online learning platform
- changes to lesson booking systems
- adjustments to technical requirements
- modifications to lesson content or teaching materials
- or reasonable changes to scheduling and operational processes.

We may also make changes to the organisation or availability of free demo or trial lessons, including the booking process, platform access method or availability, provided such changes do not affect any statutory rights.

Where necessary, Users may be required to install updates, use supported browsers or follow updated technical instructions in order to continue accessing the services.

11.2 Changes requiring notice

If we make changes that are reasonably likely to have a material adverse effect on an ongoing course package or significantly affect the User's rights under these Conditions, we will provide reasonable notice using the contact details associated with the User's account.

Where required by applicable law, the User may contact our Customer Service Team before the changes take effect to:

- request further information
- discuss the impact of the changes

- or, where appropriate, terminate the contract and receive a proportionate refund for any prepaid services not yet provided.

Material changes may include, for example:

- significant changes to lesson format
- substantial reductions in service availability
- major changes to access arrangements
- or discontinuation of key platform functionality required to access the course.

Minor operational, administrative, technical or scheduling changes that do not materially affect the service will not normally entitle the User to terminate the contract.

The version of the Conditions applicable to a purchase will generally be the version made available to the User before payment and/or accepted upon first access to the platform

12. SUSPENSION OF SUPPLY

12.1 We may suspend the supply of the services

We may temporarily suspend access to the Products, learning platform or related services where reasonably necessary to:

- address technical issues, maintenance or security risks
- implement minor technical improvements or operational updates
- update the services to reflect changes in applicable laws, regulations or regulatory requirements
- make changes permitted under clause 12
- investigate suspected misuse, fraud or unauthorised access
- or protect the integrity, availability or security of the platform and services.

Suspension may affect:

- access to the learning platform
- lesson booking functionality
- online lessons
- digital learning content
- or related support services.

Where reasonably possible, we will aim to minimise disruption to scheduled lessons and User access.

12.2 Notice of suspension and User rights

Where reasonably possible, we will provide advance notice before suspending the services, unless:

- the issue is urgent
- immediate action is required for security or legal reasons
- or circumstances outside our control prevent advance notice.

If a suspension materially affects ongoing paid services for a prolonged period, we may, where appropriate:

- extend the validity period of the affected course package
- reschedule affected lessons
- provide replacement sessions
- or offer a proportionate refund for services paid for but not provided.

If the suspension substantially prevents access to the purchased services for an extended period, the User may contact our Customer Service Team using the contact details provided in these Conditions to discuss possible remedies, including termination where required by applicable law.

Temporary interruptions, maintenance periods or isolated technical disruptions that are resolved within a reasonable time will not normally entitle the User to terminate the contract or claim compensation.

12.3 Withdrawal or discontinuation of Products

We may discontinue or withdraw a Product, course format, platform feature or service offering where reasonably necessary for operational, legal, technical or commercial reasons.

Where this affects an ongoing paid course package, we will provide reasonable notice where practicable.

If we discontinue a Product before all prepaid services have been delivered, we will, where appropriate:

- provide an equivalent alternative service
- extend access
- reschedule remaining lessons
- or refund the proportion of prepaid services not yet provided.

The withdrawal or modification of free demo or trial lessons does not create any entitlement to compensation or continued availability.

13. OUR RIGHT TO TERMINATE THE CONTRACT

We may suspend access to the services or terminate our contract with the User immediately where reasonably necessary, including where:

- the User fails to make payment when due and does not remedy the non-payment within 7 days after receiving a reminder
- the User provides false, misleading or incomplete information
- the User fails to provide information, cooperation or access reasonably required for us to provide the services
- the User breaches these Conditions or applicable law
- there is suspected fraud, misuse or unauthorised sharing of platform access credentials
- the User behaves abusively, unlawfully, threateningly, discriminatory or disruptively towards teachers, staff or representatives
- the User repeatedly fails to comply with lesson booking, attendance or platform usage rules
- or continued provision of the services would expose Grupo Vaughan to legal, operational or security risks.

Where appropriate and reasonable, we may attempt to notify the User and provide an opportunity to remedy the issue before terminating the contract.

If we terminate the contract due to the User's breach of these Conditions:

- unused sessions may be cancelled
- platform access may be revoked
- and refunds may be refused to the extent permitted by applicable law.

Termination of the contract does not affect any rights, remedies or obligations accrued before termination.

14. LIMITATION OF LIABILITY

14.1 Circumstances for which we are not responsible

Nothing in these Conditions excludes or limits liability where it would be unlawful to do so, including liability for:

- fraud or fraudulent misrepresentation
- death or personal injury caused by negligence
- or any liability that cannot legally be excluded or limited under applicable law.

Subject to the above, we are not responsible for losses arising from:

- interruptions or failures caused by events outside our reasonable control
- the User's failure to attend scheduled lessons
- technical problems, internet connectivity issues or device failures on the User's side
- incorrect booking information, time zone errors or failure to check lesson schedules
- unauthorised sharing or misuse of login credentials by the User
- incompatibility between the User's device and the platform requirements
- or the User's failure to follow reasonable technical instructions or security recommendations.

We are also not responsible for indirect or unforeseeable losses where such losses were not reasonably foreseeable at the time the contract was concluded.

14.2 Limitation of liability

To the maximum extent permitted by applicable law, Grupo Vaughan's total liability arising out of or in connection with the Products and services shall be limited to the total amount paid by the User for the relevant Product giving rise to the claim.

We shall not be liable for:

- loss of profit,
- loss of business opportunity,
- loss of anticipated savings,
- loss of data,
- reputational damage,
- or any indirect or consequential losses.

The Products are provided for personal educational use only and no guarantee is given regarding:

- language proficiency outcomes,
- examination results,
- professional qualifications,
- or specific learning achievements.

Nothing in these Conditions affects the User's mandatory statutory consumer rights.

15. HOW WE USE YOUR PERSONAL DATA

We process personal data in accordance with our Privacy Policy available on the Portal.

Your data may be used for purposes including:

- providing access to the course and platform
- scheduling and delivering lessons
- processing payments
- customer support
- and complying with legal obligations.

16. DISPUTES AND APPLICABLE LAW

If you have a complaint or dispute relating to the services, please contact our Customer Support Team first using the contact details provided on the Portal. We will attempt to resolve the issue promptly and fairly.

These Conditions are governed by the laws of England and Wales.

Nothing in these Conditions limits any mandatory consumer rights that may apply under the laws of your country of residence.

You may bring legal proceedings in the courts of England and Wales or, where applicable consumer law permits, in the courts of your country of residence.

17. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Conditions to another company within Grupo Vaughan or as part of a business reorganisation, provided this does not adversely affect your rights.

You may not transfer your rights or obligations under these Conditions without our prior written consent.

If any provision of these Conditions is found to be unlawful or unenforceable, the remaining provisions will continue in full force and effect.

Any delay or failure by us to enforce any right under these Conditions shall not prevent us from enforcing that right later.

18. CONTACT, COMPLAINTS AND CLAIMS

For questions, complaints, cancellation requests or support relating to the services, please contact us through the support channels indicated on the Portal or by email at soporte@grupovaughan.com.