

TERMS AND CONDITIONS OF SZKOŁA PŁYWANIA iPływasz

§1 General provisions

1. The Organiser of Szkoła Pływania iPływasz is Daniel Major, conducting business under the business name iPływasz Szkoła Pływania Daniel Major, with its registered office in Siewierz at ul. Grabowa 22, NIP 6783219194, REGON 529380527, entered in the Centralna Ewidencja i Informacja o Działalności Gospodarczej, hereinafter referred to as the "Organiser".
2. These Terms and Conditions set out the rules for the organisation of and participation in swimming lessons and swimming courses conducted by Szkoła Pływania iPływasz. A course shall be understood as a series of consecutive lessons, whereas a lesson shall mean a single meeting.
3. Szkoła Pływania iPływasz cooperates with the Luppo system, hereinafter referred to as "Panel Luppo". The purpose of this cooperation is to enable registration for lessons, management of bookings and processing of payments for lessons organised by Szkoła Pływania iPływasz. Panel Luppo of Szkoła Pływania iPływasz is available at: <https://iplywasz.lupposystem.com/HomePage>
4. A Participant means a person taking part in swimming lessons or a swimming course. In the case of a minor Participant, actions connected with entering into and performing the agreement, including registration, payment and acceptance of these Terms and Conditions, shall be carried out on the Participant's behalf by a parent or legal guardian.
5. Registering a Participant for swimming lessons or a swimming course organised by Szkoła Pływania iPływasz is equivalent to acceptance of these Terms and Conditions by the Participant and, in the case of minors, by their parent or legal guardian.
6. Persons taking part in lessons and courses organised by Szkoła Pływania iPływasz are required to comply with these Terms and Conditions and with the rules of the swimming pool at which the lessons take place.
7. The current offer of Szkoła Pływania iPływasz is available at iplywasz.pl.
8. The Organiser conducts lessons at the following swimming pools in Kraków:
 - a. Basen Com Com Zone Nowa Huta, ul. Tadeusza Ptaszyckiego 6
 - b. Basen Uniwersytetu Ekonomicznego, ul. Rakowicka 27
 - c. Basen Akademii Górniczo-Hutniczej, ul. Jana Buszka 4
 - d. Basen CIAO Fitness&More, ul. Fabryczna 13
 - e. Basen Zdrofit Kraków Garden Residence, ul. Przemysłowa 4
9. Information about lesson locations is available at iplywasz.pl under the "harmonogram" tab.
10. Swimming courses are conducted by qualified instructors holding the appropriate qualifications.
11. The rules governing the processing of personal data, including the purposes and legal grounds for processing, the retention period and the rights of data subjects, are set out in the Polityka Prywatności, available at: <https://www.iplywasz.pl/regulamin/>, which forms an integral part of these Terms and Conditions.

§2 Participation in group lessons

1. An adult or a child may participate in group lessons. In the case of minors, participation in lessons requires the consent of a parent or legal guardian.
2. A condition for reserving a place in a group and participating in a swimming course is registration, booking the selected lessons via Panel Luppo and paying the lesson fee in accordance with the current price list available on the Szkoła Pływania iPływasz website under the "Cennik" tab.
3. In the event of technical problems or difficulties with registration via Panel Luppo, the Participant or the Participant's parent/legal guardian may register by e-mail or by telephone with the Organiser.
4. Registration for lessons results in the conclusion of an agreement and an obligation to pay the price indicated during registration. These Terms and Conditions are made available before registration in a manner allowing them to be saved and reproduced.

5. One lesson lasts 45 minutes. If a Participant is late, the lesson will not be extended.
6. Lessons take place in accordance with the schedule available at iplywasz.pl under the “Harmonogram” tab.
7. The Organiser reserves the right to change the instructor assigned to a given group during the course.
8. The Organiser reserves the right to transfer a Participant to another group during the course on account of the Participant’s skills and suitability for the level of a given group.
9. The instructor conducting the lesson is responsible for the organisation and course of the swimming lesson.
10. In the event of unforeseen circumstances, the Organiser or the instructor may arrange a substitute for the instructor conducting the lesson.
11. The Organiser may cancel or reschedule a lesson, informing the Participant no later than 48 hours before it begins. In the event of a sudden occurrence that makes it impossible to meet this deadline, the Organiser shall inform the Participant without delay. A cancelled lesson will be organised on an additional date. If the Participant cannot attend the additional date, they may make up the lesson in another group; if this is not possible, the Participant is entitled to a refund of the fee attributable to that lesson.
12. The instructor is responsible for the Participant from the moment the Participant is collected from the designated meeting point until the Participant is returned to the same place after the lesson.
13. Parents or legal guardians are responsible for the safety of children before they are handed over to the instructor and after the lesson has ended and the children have been returned to the meeting point.
14. A parent or legal guardian is required to bring the child to the meeting point on time and to collect the child promptly after the lesson.
15. The Organiser is not responsible for a child left unattended before the start of a lesson if the child has not been handed over to the instructor at the designated meeting point.
16. The meeting point is located at the exit from the changing room onto the pool deck, unless the Organiser designates another meeting point for a particular location.
17. The Participant is required to comply with the rules of the swimming pool at which the lessons take place.
18. In the event of absence from a group lesson, the Participant or the Participant’s parent/legal guardian is required to inform the Organiser of the absence no later than 8 hours before the scheduled start of the lesson. Absence must be reported via Panel Luppó, by e-mail or by telephone.
19. If the absence is reported within the time limit indicated above, the Participant may make up the lesson, subject to the availability of free places in groups and an appropriate available date. The make-up lesson date shall be agreed with the Organiser.
20. Registration for a make-up lesson should be completed no later than 16 hours before the scheduled start of the lesson which the Participant wishes to attend as a make-up lesson. Registration for a make-up lesson may be completed via Panel Luppó, by telephone or by e-mail. If registration is not completed within the above time limit, the Organiser does not guarantee the possibility of participating in the make-up lesson.
21. If there are no free places on the date selected by the Participant, the Participant may choose another available make-up lesson date agreed with the Organiser.
22. The Participant may make up each absence reported in accordance with paragraph 18, with no limit on the number of such absences during a given semester. Each absence may be made up once. Unused opportunities to make up lessons do not carry over to the next semester and do not constitute grounds for a refund of lesson fees.
23. If the absence is not reported no later than 8 hours before the scheduled start of the lesson, the lesson shall be deemed to have been provided, without the possibility of making it up or obtaining a refund.
24. If a large number of Participants wish to make up lessons, the Organiser may arrange additional lessons in order to enable Participants to make up their absences.
25. The information obligation concerning withdrawal from the agreement and the rules for resigning from participation in a group course are set out in §4 of these Terms and Conditions.
26. The Organiser enables continuation of lessons in the following semester, provided that a place is reserved in advance via Panel Luppó, by e-mail or by telephone and that places are available in the selected group.

27. A Participant may join group lessons while a course is already in progress. In such a case, the course price shall be reduced proportionally by the part of the price attributable to lessons that took place before the Participant joined the group.
28. If a sufficient number of Participants does not enrol in a given group, or if the size of the group decreases to three or fewer Participants, the Organiser reserves the right to dissolve the group.
29. If a group is dissolved, the Organiser will offer the Participant the possibility of continuing lessons in another group of a similar level of advancement or at another available time.
30. If the Participant does not accept the proposed group or time, the Participant is entitled to a refund of the fee for the unprovided part of the course.

§3 Participation in individual 1-to-1 or 2-to-1 lessons

1. An adult or a child may participate in individual lessons. In the case of minors, participation in lessons requires the consent of a parent or legal guardian.
2. The Participant is required to comply with the rules of the swimming pool at which the lessons take place.
3. A condition for taking individual lessons is registration in Panel Luppo, agreeing the time and location with the Organiser, booking the lessons in advance and paying the fee in accordance with the current price list. Lessons may be booked via Panel Luppo, by e-mail or by telephone.
4. One lesson lasts 45 minutes. If a Participant is late, the lesson will not be extended.
5. For individual lessons, the Participant may choose one of three options: a single entry, a 4-entry pass or an 8-entry pass.
6. A single entry is treated as a paid trial lesson. The Participant may use a single trial entry or purchase a selected pass immediately.
7. If the Participant continues lessons after the single trial entry, the Participant is required to purchase one of the available passes. It is not possible to purchase another single lesson as a continuation of individual lessons.
8. A 4-entry pass must be used within 6 weeks and an 8-entry pass within 12 weeks, calculated from the date on which lessons under the relevant pass begin.
9. The validity period of a pass is extended by the period during which lessons could not be provided because the instructor was unavailable, as well as by statutory public holidays if it was not possible to provide lessons on those days.
10. The fee for individual lessons must be paid no later than 3 days before the planned start of the pass, unless the Organiser agrees another payment date with the Participant. The pass fee is a one-off fee for the lessons, in accordance with the price list available at plywasz.pl.
11. At certain locations, the Participant additionally bears the cost of the swimming pool admission ticket and any additional costs resulting from exceeding the ticket validity period. Detailed information on swimming pool admission costs is available from the Organiser.
12. The cost of the swimming pool admission ticket depends on the swimming pool at which the lessons take place.
13. The Participant may cancel or reschedule an individual lesson no later than 24 hours before the scheduled lesson time. An absence may be reported via Panel Luppo, by e-mail or by telephone.
14. If the Participant cancels a lesson later than 24 hours before the scheduled lesson time, or is absent without prior notice, the lesson shall be deemed to have been provided. In such a case, one entry from the pass is used and the Participant is not entitled to a refund or to make up the lesson.
15. The Organiser or instructor may cancel or reschedule a lesson no later than 24 hours before its scheduled start. In such a case, the Participant bears no cost for the cancelled lesson and the Organiser undertakes to agree another convenient date with the Participant.
16. In the event of unforeseen circumstances or situations beyond the control of the Organiser or instructor, a lesson may be cancelled or rescheduled less than 24 hours before it begins. In such a case, the Participant does not lose an entry from the pass and the Organiser agrees a new lesson date with the Participant.

17. For 2-to-1 individual lessons, one entry from the pass is used both when one Participant is present and when both Participants are present.
18. If one of the Participants in a 2-to-1 individual lesson is absent while the other Participant is present, the absent Participant is not entitled to make up that lesson.
19. The rules concerning withdrawal from the agreement and resignation from participation in lessons are set out in §4 of these Terms and Conditions.

§4 Withdrawal from the agreement and resignation from lessons

1. Pursuant to Article 38(1)(12) of the ustawa z dnia 30 maja 2014 r. o prawach konsumenta (Act of 30 May 2014 on Consumer Rights), a Participant who is a consumer is not entitled to the right of withdrawal from a distance agreement referred to in Article 27 of that Act where the agreement concerns services related to sporting activity or leisure activities for which a specific day or period of performance has been designated.
2. In the event of an important unforeseen circumstance, in particular illness or health contraindications preventing the continuation of lessons, confirmed by an appropriate medical certificate, the Participant may request from the Organiser a refund of the fee for the unused part of the pass or an extension of the pass validity period in order to use the remaining lessons.
3. An extension of the pass validity period requires agreement with the Organiser. The decision to extend the pass validity period shall be made taking into account the reason why the lessons could not be used, the availability of dates and the duration of the break in lessons.
4. The Participant may resign from further participation in a course or lessons by terminating the agreement only for important reasons. In the event of termination, the Organiser retains the remuneration attributable to lessons provided up to the time the notice of termination is submitted, and the Participant is refunded the part of the fee paid that is attributable to the lessons remaining to be provided. Lessons whose scheduled date fell before the notice of termination was submitted, but which the Participant did not attend for reasons attributable to the Participant, shall also be regarded as lessons provided.

§5 Fees

1. Swimming courses and individual 1-to-1 or 2-to-1 lessons are subject to a fee.
2. The current price list is available at iplywasz.pl, while bank transfer details are agreed with the Organiser by e-mail or SMS.
3. Lesson fees may be paid via Panel Luppo and the Tpay payment gateway or by traditional bank transfer to the Organiser's bank account.
4. The fee for lessons must be paid no later than 3 days before the planned start of the first lesson, unless the Organiser agrees another payment date with the Participant.
5. For group courses, the Organiser may agree to payment by instalments, dividing the course price into 2 or 4 instalments.
6. Payment by instalments is possible only after an instalment application has been submitted via Panel Luppo and individually approved by the Organiser. The Organiser may accept or reject an instalment application.
7. Payment by instalments is solely a method of dividing payment for the entire course into parts and does not mean payment for individual lessons or for a selected part of the course.
8. Dividing payment into instalments does not change the total course price. Payment by instalments does not involve any additional costs for the Participant.
9. The payment deadline for the first instalment is 7 days from the date on which the instalment application is accepted, unless another deadline has been indicated to the Participant in the payment schedule in Panel Luppo.
10. Payment deadlines for subsequent instalments are between 40 and 60 days and are indicated in the payment schedule available in Panel Luppo.
11. Failure to pay any instalment by the agreed deadline may result in suspension of the ability to participate in lessons until the outstanding amount has been paid.

12. In the event of late payment and after Panel Luppo has sent two automatic reminders concerning the outstanding amount, the Organiser may take steps to pursue the amount due, including bringing the matter before a court.
13. The Organiser issues an invoice at the Participant's request if the request is submitted within 3 months, calculated from the end of the month in which the service to which the invoice relates was provided. After this period, the Organiser may issue an invoice but is not obliged to do so.
14. In the case of payment by instalments, an invoice may be issued after each instalment is credited separately or after the entire amount due for the course has been credited, as agreed with the Organiser.

§6 Safety

1. Participants in swimming courses and individual lessons are required to follow the instructor's instructions, in particular prohibitions and requirements relating to safe conduct on the swimming pool premises and in the water.
2. Before a swimming course or individual lessons begin, the Participant, and in the case of a minor their parent or legal guardian, is required to ensure that there are no health contraindications to participation in the lessons.
3. The Organiser and instructors do not carry out medical assessments of Participants for participation in lessons. In the event of any doubts concerning health or the ability to participate in lessons, the Participant, parent or legal guardian should consult a doctor before the lessons begin.
4. The Participant, or the Participant's parent or legal guardian, is required to inform the instructor about the Participant's health, in particular illnesses, injuries, allergies, disabilities, developmental disorders or other circumstances that may affect the Participant's safety during lessons.
5. The Participant, or the Participant's parent or legal guardian, is required to inform the instructor immediately of any change in the Participant's health that may affect the safety of participation in lessons.
6. The Participant is required to use the swimming pool with due regard to their own skills, physical fitness and current state of health.
7. Participants in courses and individual lessons, as well as their guardians, are required to comply with the rules of the swimming pool at which the lessons take place.
8. Parents or legal guardians are responsible for the safety of children before they are handed over to the instructor and after the lesson has ended and the children have been returned to the meeting point.
9. The Participant is required to have appropriate clothing and equipment required at the swimming pool, in particular: a close-fitting swimsuit, swimming cap, flip-flops, towel and, optionally, swimming goggles. Infants and young children are required to have a special waterproof swimming nappy intended for use in a swimming pool.
10. The Participant should not take part in lessons if they feel unwell or have an infection, fever, contagious disease, recent injury or other condition that may affect their own safety or the safety of other Participants.

§7 Liability

1. The Organiser and the instructor are not liable for damage, injuries or other incidents to the extent that they result from an act or omission of the Participant, the Participant's parent or legal guardian, in particular from a breach of these Terms and Conditions, the swimming pool rules, safety rules, the instructor's instructions or the instructions of swimming pool staff. This provision does not exclude the liability of the Organiser or the instructor to the extent arising from mandatorily applicable provisions of law.
2. A Participant who breaches these Terms and Conditions, the swimming pool rules or safety rules, or whose behaviour poses a risk to themselves, other Participants, the instructor or persons present on the swimming pool premises, may be excluded from participation in the lesson.
3. In the case referred to in paragraph 2, the Participant is not entitled to a refund of the fee for the lesson from which the Participant was excluded for reasons attributable to the Participant.
4. The Organiser does not accept Participants' equipment, personal belongings or valuables, or those of other clients, parents or legal guardians, for safekeeping. The Organiser is not financially liable for the loss, theft or damage of equipment, personal belongings or other valuables belonging to Participants, other clients, parents or legal guardians and left in the changing room, on the swimming pool premises or in other publicly accessible areas, unless the damage arose through the fault of the Organiser.

§8 Out-of-court complaint handling and redress procedures

1. A Participant who is a consumer may use out-of-court complaint handling and redress procedures. Use of these procedures is voluntary and requires the consent of both parties. The Organiser does not undertake to participate in such proceedings. In particular, the consumer may:
 - a. apply to the permanent consumer arbitration court operating at the competent provincial inspectorate of Inspekcja Handlowa for resolution of a dispute arising from the concluded agreement;
 - b. apply to the provincial inspector of Inspekcja Handlowa to initiate mediation proceedings aimed at an amicable resolution of the dispute;
 - c. obtain free assistance in resolving a dispute from a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (including Federacja Konsumentów and Stowarzyszenie Konsumentów Polskich).
2. Detailed information on out-of-court complaint handling and redress procedures and the rules for accessing these procedures is available on the website of Urząd Ochrony Konkurencji i Konsumentów: www.uokik.gov.pl and at the offices and websites of district (municipal) consumer ombudsmen.

§9 Final provisions

1. These Terms and Conditions are available at iplywasz.pl.
2. Complaints concerning the organisation or course of lessons should be submitted by e-mail to: iplywasz@gmail.com.
3. A complaint should include the Participant's full name, the contact details of the person submitting the complaint, a description of the situation to which the complaint relates and the Participant's request.
4. The Organiser shall consider a complaint within 30 days of receiving it. The response to the complaint will be sent to the e-mail address indicated by the person submitting the complaint.
5. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of law, in particular the provisions of the Kodeks cywilny.
6. These Terms and Conditions enter into force on the date of their publication.