

# MORNING SWIMMING COURSES FOR ADULTS

## GENERAL TERMS AND CONDITIONS

### 1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of Flashtones, s.r.o., Company ID: 04275764, with its registered office at Vrázova 1059/8, Smíchov, 150 00 Prague (hereinafter referred to as the "Operator"), govern the rights and obligations between the Operator and participants of morning swimming courses for adults (hereinafter referred to as the "Course" or the "Service").

1.2 These Terms and Conditions are binding for all participants who register for the Course through the Operator's registration system.

1.3 By completing the registration, the participant confirms that they have read, understood, and agree to these Terms and Conditions.

1.4 These Terms and Conditions become valid and effective on the date of their publication.

### 2. Registration and Formation of the Contractual Relationship

2.1 Registration for the Course is valid upon completion and submission of the online registration form via the Operator's web interface.

2.2 Confirmation of registration is sent to the email address provided during registration.

2.3 The contractual relationship is established at the moment of:

- crediting the payment to the Operator's bank account, or
- successful completion of an online payment via the payment gateway.

2.4 The agreed course fee must be paid no later than 24 hours after completing the registration. If payment is not made within this period, the Operator is entitled to cancel the reservation and make the place available to other applicants.

2.5 The Operator reserves the right to modify organizational information related to the Course prior to its commencement.

### **3. Subject of the Service**

3.1 The Course is provided as a package of swimming instruction for adult participants.

3.2 The Course includes:

- 15 lessons,
- instruction of a duration according to the published schedule,
- supervision by a qualified instructor.

3.3 During registration, the participant selects a specific day and time of the lesson. This time slot is considered the participant's regular attendance schedule.

## **4. Payment Terms**

4.1 The price of the Course is stated in the registration system and on the Operator's website.

4.2 Participation in the Course is conditional upon full payment of the agreed price.

4.3 The price does not include individual insurance for the participant. The participant is responsible for arranging their own insurance.

4.4 The Operator shall issue a tax document in accordance with applicable legal regulations.

## **5. Participation and Health Fitness**

5.1 The Course is intended for adult participants.

5.2 The participant is responsible for their health condition and their ability to attend swimming instruction.

5.3 Any health limitations must be reported to the instructor prior to the first lesson.

## **6. Rules of Conduct and Safety**

6.1 The participant is obliged to follow the instructor's instructions and the pool's operating rules.

6.2 The Operator is entitled to exclude a participant from a lesson in the event of a serious breach of safety rules.

6.3 In the event of exclusion, the participant is not entitled to a refund of the course fee.

## **7. Lesson Make-Ups and Course Cancellation by the Operator**

7.1 If a participant is unable to attend a scheduled lesson, they must notify their absence at least 48 hours before the start of the lesson.

7.2 The absence must be reported via SMS message directly to the course instructor.

7.3 In the case of timely notice, the lesson may be made up under the following conditions:

- the make-up lesson takes place on the alternative training day (Monday ↔ Wednesday),
- the make-up lesson must be in a different time slot than the participant's registered one,
- the make-up lesson is possible only if there is available capacity.

7.4 A notice submitted later than 48 hours before the start of the lesson, or an unexcused absence, is considered an attended lesson with no entitlement to a make-up.

7.5 Make-up lessons cannot be transferred to another person or refunded.

7.6 The Operator is entitled to cancel or suspend the Course, in particular in the event of:

- an insufficient number of registered participants,

- force majeure,
- unforeseen operational or technical circumstances,
- restrictions on the operation of the sports facility.

7.7 In the event of cancellation of the Course by the Operator, the participant is entitled to:

- a refund of a proportional part of the paid price, or
- an offer of an alternative date, if available.

## **8. Complaints**

8.1 Complaints may be submitted in writing within 7 days from the date the reason for the complaint is discovered.

8.2 The Operator shall handle the complaint without undue delay, no later than within 30 days.

## **9. Personal Data Protection**

9.1 Personal data are processed in accordance with the GDPR and applicable Czech legislation.

9.2 Further details are provided in the personal data protection policy published on the Operator's website.

## **10. Final Provisions**

10.1 These Terms and Conditions are valid from the date of publication.

10.2 Legal relations are governed by the laws of the Czech Republic.