

## **TERMS AND CONDITIONS OF PROVIDING TRAINING SERVICES**

### **§ 1 General Provisions.**

1. The Terms and Conditions define the types, scope and conditions of providing training services by the Company as well as the conditions of concluding agreements for the provision of such services.
2. By ordering the service, the Client/Participant confirms that he/she has read its description, conditions and the Terms and Conditions of Providing Training Services, and that he/she accepts all the provisions of these Terms and Conditions.

### **§ 2 Glossary.**

1. Terms and Conditions – shall mean this document.
2. Company or Organiser – shall mean REHAINTEGRO spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in ul. Macieja Palacza 111B/12 in Poznań, NIP: 779-248-21-70, REGON: 369475154, e-mail address: biurorehaintegro@gmail.com.
3. Training – shall mean every training service provided by the Organiser.
4. Client – shall mean the natural or legal person or organisational entity that has chosen to enrol the trainee(s).
5. Participant - shall mean a person who has applied for a training course or a person who has been sent by the Client to participate in a training course organised by the Company and who is a physiotherapist (bachelor or master), physiotherapy student, physician, osteopath, massage technician (and can demonstrate this with a document) or who represents the profession (and can prove this with a document) indicated in the training description as eligible for participation in a given training course.
6. Enrolment - shall mean the sending by the Client/Participant of a duly completed enrolment form, available at [www.rehaintegro.pl](http://www.rehaintegro.pl). Enrolment is a formal commitment of the Client/Participant to participate in the training and to pay for the training, pursuant to the conditions set forth in these Terms and Conditions.

7. Enrolment form - shall mean document filled in on-line at [www.rehaintegro.pl](http://www.rehaintegro.pl) or a document filled in according to the template provided by the Company (in case of enrolment of more than one Participant by the Client), which the Client /Participant sends in order to register his/her participation in the training on-line or by e-mail (in case of enrolment of more than one Participant by the Client). Effective sending of the enrolment form is tantamount to reading the provisions of these Terms and Conditions by the Client/Participant.
8. Participation confirmation - shall mean a message sent electronically by the Company to the Client/Participant in response to the enrolment. Sending the participation confirmation is at the same time a confirmation of receipt of the reservation fee (hereinafter referred to as the fee) by the Company.
9. Service Agreement - shall mean a set of declarations of intent made by the Company and the Client/Participant in the form specified in these Terms and Conditions, which contains all the essential provisions of such a legal transaction. The sending to the Client/Participant of a training participation confirmation shall be construed as the moment of agreement conclusion.
10. If the Participant is a consumer, together with confirmation of participation in the training, he/she will receive information prepared in accordance with the Consumer Rights Act of 30 May 2014 (Journal of Laws 2014.827 of 2014.06.24) in electronic form (PDF file) together with a template statement of withdrawal from the agreement, to which the Participant agrees by sending the enrolment form. The information and form will also be available at [www.rehaintegro.pl](http://www.rehaintegro.pl).

### **§ 3 Obligations of the Parties to the Agreement**

1. The Company undertakes to provide training to the Client/Participant within the scope specified in the description of the training and in accordance with the rules set forth in these Terms and Conditions.
2. The Company warrants that it shall make every effort to guarantee the quality of each training course in accordance with the description of the training provided on the Company's website [www.rehaintegro.pl](http://www.rehaintegro.pl)
3. Before filling in the enrolment form, the Client/Participant shall be obliged to read and accept these Terms and Conditions..

4. The Client/Participant shall observe the provisions of these Terms and Conditions.

#### **§ 4 Conditions of Enrolment/Conditions of Participation in Training.**

1. Enrolment for the course takes place by filling in and sending the online enrolment form available at [www.rehaintegro.pl](http://www.rehaintegro.pl). A Client who enrolls a larger number of Participants may use the enrolment form sent to him by the Organiser via e-mail.
2. The Client/Participant shall be obligated to provide the following details in the enrolment form:
  - Name and surname,
  - E-mail address,
  - Telephone number,and if the Client/Participant is an economic operator, also:
  - the business name
  - registered office
  - NIP
3. In response to a correctly filled in and sent enrolment form, the Client/Participant will receive information about the method of payment of the fee, amounting to 20% of the total cost of the training, unless such information has already been included on the website [www.rehaintegro.pl](http://www.rehaintegro.pl) with the description of the training in question.
4. The Client/Participant shall be obliged to pay the fee referred to in section 3 within 7 days from the date of being informed by the Organiser of the method of payment of the fee, unless such information is already included on the website [www.rehaintegro.pl](http://www.rehaintegro.pl) in the description of the course, then the fee shall be paid within 5 days from the date of sending the enrolment form. The date of crediting the funds to the Organiser's bank account shall be deemed the date of payment of the fee.
5. If the fee is not paid on time the enrolment of the Client/Participant shall be cancelled automatically.
6. In the case of training courses where the number of places is limited, the order of payment of fees shall be decisive.

7. On the basis of the enrolment form received and duly completed, and after the payment of the fee, the Client/Participant will be sent a confirmation of enrolment no later than 3 working days after receiving the enrolment form and after the payment of the fee.
8. Enrolment forms may be submitted 24/7 all year round.
9. In particular, the Organiser reserves the right to prevent the Participant from participating in the training or to expel the Participant from the training already commenced, if it has doubts as to the Participant's compliance with these criteria, and the Participant fails to present an appropriate document confirming the meeting of the subjective criteria described in §2 section 5; the Participant's non-admission or expulsion from the training course on the terms described in this section shall not be subject to reimbursement of the training course fee.

## **§ 5 Payment Terms**

1. In return for the provision of the Training Course (or the readiness to provide it), the Organiser shall be entitled to the remuneration specified in the description of the Course, hereinafter referred to as "the price for the Course" or "the price".
2. The total course price shall be paid not later than 21 days before the date of the course. The date of payment shall be the date on which the funds are credited to the Organiser's bank account.
3. Participation in the course shall be contingent upon the timely settlement of the entire course price.
4. Failure to pay the remaining training price shall be tantamount to resignation from the selected training and shall be deemed a withdrawal from the contract by the Client/Participant through his/her fault. In such situation, the Organiser shall be entitled to retain the fee, unless the Participant who is a consumer has submitted a statement on withdrawal from the contract on the basis of the provisions of the Consumer Rights Act of 30 May 2014.
5. The price given on [www.rehaintegro.pl](http://www.rehaintegro.pl) is the gross price.
6. The Client/Participant authorises the Organiser to issue a bill without his/her signature.

7. The Organiser shall issue a bill for the performance of the agreement within 7 days from the date of completion of the course, and the Client/ Participant agrees to receive the bill in electronic form (pdf).
8. The price for the course includes the participation in the Training, training materials, certificate of completion and coffee breaks, use of the property provided by the Organiser (e.g. couches).

## **§ 6 Other Conditions.**

1. The courses are conducted as described on the Organiser's website and on the basis of the information contained in the enrolment form.
2. The Organiser's obligations shall include providing a qualified specialist to conduct the Training.
3. The hourly schedule of the course is included in the description on the Organiser's website or will be sent to the Client/Participant after the date of confirmation of participation in the course.
4. The Company reserves the right to change the details related to the training course within 4 days prior to the commencement of the course. The changes may concern: the venue of the course (within the same city); the start and/or end times; the instructor. The changes may not concern: the type and programme of the course; the number of hours; the price of the course. Informing the Client/Participant of the changes referred to in sentences 1 and 2 of this section shall not constitute a reason for withdrawing from the course.
5. It is possible to withdraw from the course no later than 30 days prior to its commencement date. The withdrawal information shall be sent to [biurorehaintegro@gmail.com](mailto:biurorehaintegro@gmail.com) If the withdrawal notice has been duly sent, the fee shall be reimbursed.
6. Withdrawal from the course less than 30 days prior to the date of the course shall result in the Organiser retaining the fee, unless the Client/Participant indicates another person who will participate in the course instead of the Client/Participant who has withdrawn from the course. In such case the paid fee shall be counted towards the price of training due from the substitute Participant. By providing the details of the

replacement Participant, the withdrawing Participant or the Client shall provide all the details that must be included in the enrolment form.

7. The Organiser reserves the right to cancel the course up to 5 days before the day of the course, in case of an insufficient number of participants. The Organiser shall decide whether a given number of participants is insufficient. In such case, the fees paid by the Client/Participants shall be refunded, unless another course date has been indicated and the Client/Participant immediately decides to participate in the course. In such case, all payments will be posted to the new course. The information about the cancellation of the course shall be treated as the Organiser's statement on the termination of the agreement with immediate effect.
8. The Organiser reserves the right to cancel the course at any time, in case of sudden events (in particular, such as illness of the instructor). In the event of cancellation of the course due to sudden events which could not be avoided or prevented, the Organiser undertakes to return the paid fees / funds to the Client/Participant, unless, together with the notification of the cancellation of the course to the Client/Participant, the Organiser specifies another date of the course and the Client/Participant decides to participate in that course without delay. In such case, all payments shall be credited to the new course. The information about the cancellation of the course shall be treated as the Organiser's statement on the termination of the agreement with immediate effect.
9. The Organiser shall inform the Client/Participant of changes regarding the course by sending e-mail messages to the e-mail address provided in the enrolment form.
10. At every request of the Organiser, the Participant shall present a diploma or other document confirming the fulfilment of the subjective criteria described in § 2 section 5, under pain of the effects provided for under these Terms and Conditions (in particular those specified in § 4 section 9).
11. If more persons register for the course than expected by the Organiser, a reserve list shall be created. Persons shall be placed on the reserve list in the order of their enrolment, with the proviso that persons who receive funding for training from the Employment Office or from programmes using the EU funds shall be given priority. No booking fee shall be charged to persons entered on the reserve list.

12. A withdrawal from the course declaration may be made in any form, but it is recommended that it be made in writing, using a ready-to-use form (withdrawal) or by electronic means (withdrawal or resignation), as this form makes it possible to demonstrate the submission of the declaration and allows for the correct calculation of the refund dates for mutual benefits. The withdrawal declaration shall contain information about the person making this declaration, indication of the details of the Training Participant (if the person making such declaration is other than the Training Participant), date and place of the course and bank account number to reimburse the reservation fee (if subject to reimbursement).

### **§ 6<sup>1</sup> Special conditions of participation by persons using co-financing (KFS, BUR).**

1. Provisions of § 5 section 2-4 and § 6 section 6 shall not apply to Participants receiving co-financing, and the conditions of participation of such persons in the courses may be set individually or on the basis of these Terms and Conditions.

2. A reservation fee shall be charged to the Training Participants receiving financial support, on the terms specified in the Terms and Conditions, with the proviso that it shall be returned to the Participant in the event of payment of the entire price for the training by the entity providing financial support. The fee shall be returned to the bank account from which the payment was made on the basis of a completed and signed refund form.

3. If the entity awarding the co-financing makes the payment of funds conditional on the Participant fulfilling certain obligations (in particular submitting the required documents, registering on the attendance list, physical participation in all training days, etc.), and the Participant fails to fulfil the obligations imposed on him/her, thus losing the co-financing (or it is limited), the Participant shall be obliged to cover the price for the training from his/her own funds (or its difference) within 7 days from the request sent by the Organiser.

### **§ 7 Ownership/copyright/personal data protection/other representations**

All educational materials supplied to the Participants by the Organiser are the property of the Organiser and are protected by copyright, subject to section 1<sup>1</sup>.

1<sup>1</sup>. If the Organiser is not the owner of the educational materials provided to the Participants, the Organiser declares that it will have a legal title to use them (e.g. a licence), and a relevant reference to the legal basis of their disposal will be placed on each copy of the training materials provided.

1. The Organiser authorises the use of the materials only for non-commercial purposes, with the information about the source of the materials being retained, with the indication of their author. The Organiser does not allow any dissemination, modification, transmission, printing, reproduction, public reproduction of the materials provided to the course Participants.
2. The use of the materials referred to above for the purposes of the training for commercial or other purposes than private use shall require each time the prior written consent of the Organiser.
3. The Client/Participant agrees to the processing of personal data by the Organiser to the extent necessary for the performance of the agreement for the provision of training services, and the Organiser undertakes to protect the personal data provided pursuant to the rules laid down in separate regulations. The Organiser shall not make the personal data of the Client/Participants available to third parties, unless it is an entity providing services for the Organiser, and the Organiser has obliged this entity to ensure the protection of the transferred data, and the transfer of such data is necessary for the full performance of the agreement for the benefit of the Client/Participant (e.g. issuing a certificate). Subject to sentence 1, all personal data provided by the Client/Participant (including name, address, telephone number, e-mail address) shall be treated as the most confidential information and shall be used only for the purpose of communication between the parties and for the performance of the agreement. The Participant will be informed at the time of conclusion of the training agreement about the purpose, scope and method of data processing and other rights deriving from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, p. 1) – GDPR. The Organiser represents that a document entitled “Data Security Policy” is available for inspection at the registered office of the Organiser.
4. In order to be admitted to the course, it shall be necessary to sign a declaration on the state of health and to agree to the use of the body/organism during the course. The form of the declaration shall be handed over to the Participants and shall be signed by the Participants, at the latest at the beginning of the course. Lack of the Participant's consent to submit the above mentioned declarations shall be tantamount to waiving



claims against the Organiser for personal injury caused in connection with the course of training.

5. Female Training Participants being pregnant shall inform the Organizer about that fact not later than 30 days before the training, unless these circumstances are being neutral. Not taking part in any level of the training (such as needling or taking certain exercises) does not entitle the Training Participant to claim the refund of any kind. Not informing the Organiser about the fact of being pregnant disclaims his liability for any health damage caused by her participation in the training. Not issuing the doctor`s certificate about the lack of contraindications in taking part in the training results in training participation on her (Female Training Participant) responsibility.
6. The Organiser declares, and the Training Participant acknowledges, that the couches made available by the Organiser during the training for use by the Participant are the property of the Organiser, and the Organiser declares that the couches are fit and proper for their intended use. The Participant undertakes to observe all rules of proper use/maintenance of the couch, in particular he/she shall adjust it for his/her needs and check all its fastenings and bolts before using it. The Participant shall be obliged to immediately notify the Organiser or its representative at the course if the couch is damaged, incomplete or if it is difficult to adjust it properly. The Participant shall be financially liable for any damage to the couch caused by his or her fault.
7. Training Participant is liable for any damage caused to Organiser or third party, in particular damage or destruction or loss of the training venue equipment or other portable property.
8. The Organiser holds the right to dissolve the agreement immediately and to expel the Training Participant from the training when the Training Participant violates (beaches) any of the Terms and Conditions provisions, social and moral standards, in particular when the Training Participant takes part in the training under the influence of alcohol or other psychoactive means. By entering the agreement the Training Participant agrees to be examined by the Organiser with breathalyzer. Refusal results in acknowledgement the Terms and Conditions provisions` breach and the Organiser preserves the right to dissolve the agreement immediately and to expel the Training Participant from the training. The Organiser retains the right to demand full payment for the Training.

## **§ 7<sup>1</sup> Complaint Procedure**

1. The Client/Participant shall have the right to lodge a complaint regarding the training services within 14 days from the date of completion of the training.
2. Complaints shall be submitted in writing to the Organiser's address or by e-mail. Correspondence information is indicated in § 2 section 2 of these Terms and Conditions.
3. The complaint shall include the name and surname of the Client/Participant, address of the Client/Participant, subject of the complaint (type of course, date and place of the course), grounds for the complaint, expectations of the Client/Participant towards the Organiser.
4. The complaint shall be considered within 30 days of its delivery to the Organiser. In case of the necessity to establish additional circumstances or to conduct a detailed investigation, the time of complaint consideration may be extended, of which the Organiser shall inform the Client/Participant. Information on how the complaint has been dealt with shall be sent in the form in which it has been submitted, and the date of sending the information to the Client/Participant shall be deemed the date of complaint consideration.
5. The complaint shall not be considered if it has been lodged out of time. If the complaint is submitted on time but contains defects, the Organiser shall summon the Client/Participant to amend the complaint within 7 days. If the Client/Participant fails to amend the complaint or supplements it after the deadline, the complaint shall not be considered.

## **§ 8 Amendments to the Terms and Conditions**

1. The Organiser reserves the right to unilaterally amend and modify the Terms and Conditions. Information on the amendments to the Terms and Conditions will appear each time in the News section of the website [www.rehaintegro.pl](http://www.rehaintegro.pl)
2. The Client/Participant shall be bound by the Terms and Conditions in force on the day on which the Organiser sends the participation confirmation.

## **§ 9 Final Provisions**

1. The Terms and Conditions come into effect on the day of publication on [www.rehaintegro.pl](http://www.rehaintegro.pl) and are enacted for an unspecified time.
2. The Parties undertake to settle any disputes arising from the above through friendly negotiations. In case of disagreement, the parties agree to submit any disputes to a common court having jurisdiction over the Organiser's registered office.

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