



Swim Smooth General Terms for Groups Reshape, Revise, Rehab

1. Before registration on the swimming course, you can have a trial hour. When ordering a trial hour, payment will be in direct proportion to the price of the full course. Under these conditions, swimmer notes, that the test hour can take only twice.
2. Swimmers are encouraged to arrive at each training session at least 15 minutes in advance. The swimmer is always obliged to adapt his/her behavior to the swimming pool operator's operating rules before entering the swimming pool area. In case of a delay, missed training or early termination, the provider is not obliged to replace the training sessions.
3. The swimmer is responsible for ensuring that his/her health condition is appropriate for the selected swimming course.
4. A swimmer is not permitted to take part in training in the event of having a disease that prevents him/her from participating fully to the specified extent; and in case there is a risk of infection to other participants and the staff of the provider (coaches / instructors).
5. The swimmer is obliged to inform the provider (coaches/ instructors) of his absence via email, SMS or via telephone immediately, even if he/she does not qualify for substitute training.
6. **The use of substitute training will be permitted to swimmers provided the following conditions are met:**
 - a. the provider was notified of the reason 24 hours before the start of training at the very latest,
 - b. the swimmer has a pre-paid membership,
 - c. if there are more training sessions in one week of the same performance team, and at the same time another swimmer is released to another training term. It is possible to use the substitute only for the group to which the swimmer has preconditions, after consulting the coach. Refunds within different groups are only possible if the swimmer is efficient enough for another group.
 - d. It is not possible to take substitute training if the swimmer uses all the training sessions for his performance.
7. **Cancellation Policy:**

The prepaid subscription will not be refunded or transferred to another swimming lesson; for unused training sessions,

 - a. in the case of medical reasons on the part of the swimmer,
 - b. in the case that the provider decides to terminate the swimming course because of gross violation of the rules of swimming training (eg destruction or damage to the property of the provider or pool operator or inappropriate behavior towards other participants in swimming training,
 - c. In the case that the swimmer had a trial hour before he/she registered on the swimming course.
8. The Provider reserves the right to cancel training or the whole swimming course due to unforeseeable circumstances or events beyond their control. If training is canceled, a substitute training session will be offered or a refund of 50 % of the training amount, but only if an alternative term has not been reached. An absence during substitute training does not entitle you to a 50 % refund for training. In the case of cancellation of the whole swimming course 50 % of the total amount of the remaining training will be refunded.
9. **The Provider further warns swimmers, that in cases where goods are purchased through the provider, a contractual relationship is established between the swimmer and the producer/supplier of the goods. All rights and obligations (in particular, liability for defective performance or warranty rights) will be fulfilled without further involvement of the provider. The producer/supplier of the goods was explicitly advised of this condition. In the case of ordering goods through the provider, the swimmer gives consent to the provider to represent him/ her to the conclusion of the requested contractual relationship and the taking over of the goods, including proper inspection. In other matters, the swimmer is obliged to act directly with the producer/supplier.**
10. **By submitting this application, the swimmer makes an agreement with Swim Smooth Czech Republic to the processing of personal data and its storage (for 5 years) pursuant to Act 101/2000 Coll., The Personal Data Protection Act and the amendment of some laws, as amended, in so far as they are included in this application and in order to participate in a swimming course. This consent also applies explicitly to the birth number when the swimmer has provided it.**
11. **The swimmer agrees to the use of photos and videos of his/her person, to represent Swimming School Swim Smooth, Swimming Club Swim Smooth Czech Republic, and also Mgr. Gabriela Minaříková, licensed coach at Swim Smooth. The swimmer also agrees to the publication of his performances, including, in particular, times achieved and videos of the swimming technique, for marketing, analytical and other purposes of Swimming School Swim Smooth, Swimming Club Swim Smooth Czech Republic, and also Gabriele Minaříková, licensed coach at Swim Smooth.**
12. **The Provider is entitled to change these General Conditions without the previous consent of the swimmer. The swimmer will be informed about the change via e-mail on the email address given on the application form. If the swimmer does not agree with the General Conditions, he/she is obliged to inform the Provider not later than 30 days after notification of the change of the General Conditions. In this case, the contractual relationship will be terminated after the prepaid course or trial session have been taken under the current General Conditions.**