

Apneaman s.r.o.
Bubenské nábřeží 306/13
IČ 27866441, DIČ CZ27866441

Cancellation Provisions

These terms and conditions apply to the provision of services "Indoor freediving" binding orders of these courses through the website www.apneaman.cz or through the e-shop www.apneaman.cz and the subsequent payment of fixed prices. The conditions specify and clarify the rights and obligations of the service provider and the customer.

All contractual relations are governed by the laws of the Czech Republic, particularly the Civil Code (Act. No. 40/1964 Coll.) And the Consumer Protection Act (Act. No. 634/1992).

Kurz Level I/ Outdoor/ Indoor/ Training Camp/ Level II a Level III

Kurz Level I/ Outdoor/ Indoor/ Training Camp/ Level II a Level III - hereinafter **course** - for the purposes of this agreement we understand the specified and offered services on APNEAMAN.

Provider of the courses

Apneaman Ltd.

Čs. Armády 404/13

160 00 Praha 6

ID: 27866441

VAT: CZ27866441, hereinafter the Company.

Customer

The customer, hereinafter "trainee" is a consumer and at the conclusion of the contract he/she does not acting in the course of trading or other business activities. It is the natural person who buys goods or using services for purposes other than trading with these products or services.

Conclusion of the contract

The contract between the Customer and the Company is concluded upon the confirmation of registration to the course provided by the Company. At this moment, the customer is obliged to pay the price of the course and the Company is obliged to allow the customer participate in the course after receiving the payment.

The customer has the right to withdraw from the contract within 14 days from its conclusion. This withdrawal can be made via email: jan@apneaman.cz. By this the withdrawal is sent to the provider of the course.

Registration to the course is possible only through an online form, which is available on the course website. The customer is required to fill in this form truthfully and data in such a way that the Company can contact the Customer before the course begins. If the data are filled incomplete or incorrect, we cannot guarantee the confirmation of the Customer's registration into the course.

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In the event of a price increase and already purchased course vouchers it is necessary to pay the current price for the course.

Customer's registration is confirmed by e-mail that contains a recap of relevant data for registration to the course (especially the class name, date and venue of the course), call for payment, together with the data for the execution of payment and invoice.

To make a registration is possible the latest the day before the course starts. In the event of the later registration to the course we do not guarantee confirmation of the Customer's registration to the course and ensure the Customer's participation in the course.

Payment for the course can be made by bank transfer on the basis of data provided by the Company upon confirmation of order or in cash at the Apnea center (<http://www.apneaman.cz/cz/kontakt.html>). At the moment of the crediting the required payment to the account of the Company, Company has an obligation to provide the course to the Customer that meets the specification of the course (published on the Website). The payment of the course must be made by the due date written on the invoice. If the payment of the course will not be made properly and in time, the Company notifies the Customer about this situation via email or SMS messages and provides the Customer an additional period of three days from the sending of this notice for making the payment. If even after this deadline the required payment will not be credited to the account of the Company, the Company may cancel the Customer's registration. The Company hereby withdraws from the contract with the Customer, and any obligations towards him/her shall be abolished. Cancellation of the registration to the course is not an obstacle to making the registration to the same course again.

The Customer is entitled to cancel registration to the course by e-mail with the subject: Cancellation of the course to the email address jan@apneaman.cz at any time before the payment for the course.

In the event that the Customer has paid the full price of the course, she/he is entitled to cancel their registration into the course via e-mail with the subject: Cancellation of the course. By sending this e-mail to the Company the obligation of the Company about providing the course to the Customer shall cease and the Company is obliged to refund the Customer, unless the course has already started. If the customer makes this cancellation after the deadline for withdrawal, this part is dependent on the date of commencement of the course, in which the customer is registered and the date of sending the email about the cancellation of the course:

Under the conditions of the course to change the course date to another term:

· Cancellation within **13-8 days** before the course starts: The Customer agrees to pay a cancellation fee of **10%** of the full course price,

· Cancellation between **7-4 days** before the course starts: The Customer agrees to pay a cancellation fee of **15%** of the full course price,

· Cancellation within **3-2 days** before the commencement of the course: The Customer agrees to pay a cancellation fee of **35%** of the full course price.

· Cancellation within **1 day** before the commencement of the course: The customer agrees to pay a cancellation fee of **60%** of the full course price.

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Without changing the course to another term:

· Cancellation within **13-8 days** before the course starts: The Customer agrees to pay a cancellation fee of **20%** of the full course price,

· Cancellation between **7-4 days** before the course starts: The Customer agrees to pay a cancellation fee of **60%** of the full course price,

· Cancellation between **3-0 days** before the course starts: The Customer agrees to pay a cancellation fee of **100%** of the full course price.

The refund will be transferred to the customer's bank account after the confirmation of credit note, which will be issued no later than 20 days after receiving the email of the cancellation of the course. The refund will be credited to the customer's account within 7 days of confirmation of credit note.

If the reasons for the cancellation are serious medical, family or personal reasons of the Customer, the Company may solve the situation with the Customer individually, e.g. by reducing the cancellation fee.

The Company reserves the right to change venue and date of the course (e.g. the abolition of renting space for teaching, tutor illness) on grounds of major needs. The company has an obligation to promptly disclose this fact to all participants of the course. The Customer has in this case the possibility of a free change of the course of the same company to another time or place, or may cancel their application (even if he/she has made the payment). In case registered person decides to take their application to someone else, it is possible, if the person complies with the stated age requirement.

Cancellation of the course payment, the Company refunds him/her the entire price of the course within 20 days from the cancellation of the course.

The Company reserves the right not to open the course, if three working days before the commencement of the course less than 4 customers have made payment of the course. In this case, the Company shall immediately notify all participants of the course via e-mail and SMS messages. The Customer has in this case the possibility to ask for a free change of the course of the same company to another time or place, or may cancel their registration (if they failed to pay for the course). In case the registered Customer decides to cancel their application on unopened course after the payment of the course, the Company returns the full price of the course within 20 days from the cancellation of the course.

The Company undertakes to comply with the specification of the course, which is listed on the Website. In the case of customer's complaints about tutor's lesson the situation is handled individually. The Company has the right to change the content of the course (according to applicable standards for the training system of Apnea Academy) or schedule.

Tutors have the right to exclude any participant of the course that by his/her actions impedes the other Customers. If the Customer does not obey the teacher calls for the conclusion of negotiations, the Company has the right to exclude the participant of the course without the right of a refund.

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The Company agrees that all personal information provided by the Customer will be collected and processed only for the purpose of providing services, which is governed by Act no. 101/2000 Coll. In the event of non-concluding of the contract or without the further consent of the trainee the provided data will be devalued.

The trainee submitting the form within the meaning of paragraph registration in a course of these conditions declares that in accordance with law no. 101/2000 Coll., respecting personal data protection legislation, agrees with processing of all their personal data provided during the registration for the needs of the Company. This approval is granted for the duration of such contractual relationship and for a period of 2 years following its termination.

Complaints are performed in accordance with relevant laws and regulations in force in the Czech Republic.