

## **Contract**

### **for participation in a training and therapeutic stay**

concluded between

Wojciech Cackowski, conducting business activity registered in Toruń, under the name

Wojciech Cackowski BODYWORKER, at ul. Św. A. Boboli 10C, 87-100 Toruń, NIP 8792379076, REGON 340833159, using the email address magda@zoga-movement.com for the purpose of contract execution, hereinafter referred to as the Organizer

and the Participant, who is considered to be the person making the registration using the form available

at <https://zoga-movement.com/en/thailand/>.

#### **§ 1**

1. The service consists of providing the Participant with the opportunity to participate in a stay during which they can take part in activities involving the practice of Zoga Movement – a proprietary system of specialized exercises developed by the Organizer. These activities include elements of motor rehabilitation, manual therapy, and the prevention of musculoskeletal disorders, as well as biological and emotional rejuvenation.
2. The activities will be conducted by the Organizer along with designated assistants.
3. The Organizer undertakes to provide food and accommodation in Khao Sok National Park, Thailand, in the following standards: single, family, or deluxe – provided by Jungleyoga at Praiswan Rafthouse, depending on availability and the Participant's choice.
4. The service does not cover the Participant's travel expenses to the location of the stay, nor does it cover the cost of insurance for personal and property damage, including travel and stay insurance for the Participant, as well as costs of insurance incurred by the Participant in the circumstances specified in §3 para. 3 and §4 para. 2.
5. The service will be delivered between February 20th and March 1st, 2024.
6. The number of Participants is limited. The order of accepting offers, as indicated in §3,

#### **§ 2**

1. The remuneration payable to the Organizer is as follows:

- 1) PLN 14,900.00 for Participants who are not students of Zoga Movement, as well as for any minors on behalf of whom the Participant enters into this agreement;
- 2) PLN 12,900.00 for Participants who are students of Zoga Movement.

The remuneration includes the value-added tax if the Organizer is required to pay it.

2. The remuneration is payable to the Organizer's bank account as specified in the content of the electronic message referred to in §3 para. 2. Payment is considered to have been made on the day the Organizer's bank account is credited with the amount due from the Participant. Payment will be made in full or as follows:

## § 2

- a) An advance payment in the amount of PLN 5,000.00 per Participant, as well as for each minor person on behalf of whom the Participant enters into this agreement, must be made within 7 days from the date of registration.
  - b) The remaining part of the remuneration must be paid no later than 14 days before the start of the stay.
3. Failure to make the advance payment within the deadline specified in paragraph 2(a) constitutes a resignation from the Service and is equivalent to a declaration of withdrawal from the contract.
4. In the event of the Participant's failure to perform the contract by failing to meet the payment deadline specified in paragraph 2(b), the Organizer is entitled to terminate the contract without setting an additional deadline and retain the received advance payment.

## § 3

1. Acceptance of an offer leading to the conclusion of a contract for the provision of the service specified in §1 is made by submitting a registration that includes:

a) Completion by the Participant of the fields of a form available on the website at <https://zoga-movement.com/en/thailand/> and indicating in the form:

- Participant's full name;
- The full name and age of each minor person on behalf of whom the Participant enters into this agreement in order to ensure their stay and participation in activities;
- Mailing address;
- Email address for contacting the Participant;
- Phone number;
- Indication of whether the participant is a student of Zoga Movement.

b) The Participant's selection of fields on the website <https://zoga-movement.com/en/thailand/> indicating that the Participant:

- is aware of the paid nature of the contract being concluded;
- enters into the contract on their own behalf or on behalf of a minor person;
- accepts the terms and conditions of the stay and participation in activities, which they have read before concluding the contract;
- has read the information on the processing of personal data by the Organizer.

c) Confirmation of the content of the form and the selected fields mentioned in (a) and (b) by clicking the "Submit Registration" button located below the form content.

2. The conclusion of the contract is deemed to occur when the Organizer provides the Participant with confirmation of the contract, including the data indicated by the Participant in connection with the conclusion of the contract as mentioned in paragraph 1. The confirmation will be sent to the email address specified by the Participant in the form mentioned in paragraph 1.

3. In the event of the non-conclusion of the contract due to the circumstances mentioned in §1 paragraph 6, the Organizer will immediately notify the Participant. The information will be sent to the email address provided by the Participant in the form mentioned in paragraph 1.

1. Due to the fact that the Service includes accommodation, gastronomic services, and leisure activities, the Participant is only entitled to withdraw from the contract in the situation specified in paragraph 2.

2. The Organizer is entitled to change the training date. The Organizer will inform the Participant about the change of the date by sending a message to the email address provided by the Participant in the form mentioned in §3 paragraph 1. Within 7 days of receiving the message, the Participant has the right to withdraw from the contract. In the event of the Participant's withdrawal from the contract, the Organizer will refund the amounts provided by the Participant at nominal value. In the absence of a different arrangement with the Participant, the payment will be made to the bank account from which the funds were transferred on behalf of the Participant.

3. The Organizer is entitled to withdraw from the contract at any time without stating a reason. In the event of withdrawal, the Organizer will refund the amounts provided by the Participant. The provisions of paragraph 2 apply accordingly. In the event of non-performance of the contract by the Organizer, the provisions of Article 394 §1 of the Civil Code do not apply.

4. In the event that the Organizer exercises the rights provided for in paragraph 2 and paragraph 3, the Organizer is not liable for any damage to the Participant's property, in particular for the cost of travel and insurance as mentioned in §1 paragraph 4.

5. The Organizer reserves the right to record the image of the Participant and minors during the training and workshops, in the form of image or image and sound recordings. These recordings may be used for the purpose of informing about the scope of the Organizer's business activities.