

GENERAL TERMS AND CONDITIONS

for the provision of pilates classes

Pilates classes held at Statek Odysea ("Pilates, Restore & Retreat")

1. INTRODUCTORY PROVISIONS

- 1.1 These general terms and conditions (hereinafter the **"Terms and Conditions"**) govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the **"Civil Code"**), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a contract for the provision of a service – participation in a pilates class (hereinafter the **"Contract"**) – concluded between the Provider and the Client.
- 1.2 The classes are offered through a presentation and booking platform operated on the website <https://ivela-collective.vercel.app/retreat-odysea.html> (hereinafter the **"Website"**), which serves as a shared platform for several independently operating instructors. The provider of the service (hereinafter the **"Provider"** or the **"Instructor"**) is always the specific instructor listed for the relevant class in the booking interface on the Website. The Contract is concluded by distance means through the booking interface on the Website, and the contractual relationship arising from a particular booking is established exclusively between the Client and that Instructor, and not with the operator of the Website as such or with the other instructors.
- 1.3 The individual instructors operating on the Website conduct business as self-employed natural persons on the basis of a trade licence. The identification and contact details of each Instructor are listed for the relevant class in the booking interface and also in the following overview:
 - **Instructor 1:** Ivrin Tanachawengsakul, Company ID IČO 23953152, registered office at Brno, contact email: lvy@pilates-ivela.com
 - **Instructor 2:** Eliška Soukupová, Company ID (IČO): 06591400, registered office at Brno, contact email: ela@pilates-ivela.com
- 1.4 The rights and obligations under these Terms and Conditions always apply to the Instructor with whom the Client concluded the Contract for the specific class. Each Instructor is independently responsible for the performance of her own obligations towards the Client and bears no responsibility for the obligations of the other instructors.
- 1.5 A Client means a natural person who books participation in a class through the Website (hereinafter the **"Client"**). Where the Client is a consumer, the rights and obligations of the parties are also governed by Act No. 634/1992 Coll., on Consumer Protection, and by the relevant provisions of the Civil Code on obligations arising from contracts concluded with consumers.
- 1.6 The classes are intended exclusively for persons over 18 years of age. By booking a class, the Client confirms that he meets this age requirement.
- 1.7 Provisions deviating from these Terms and Conditions may be individually agreed in writing. Deviating arrangements take precedence over the provisions of the Terms and Conditions. The provisions of these Terms and Conditions form an integral part of the Contract.
- 1.8 The Provider may unilaterally amend or supplement the wording of the Terms and Conditions. This provision is without prejudice to rights and obligations arising during the period of effectiveness of the previous wording of the Terms and Conditions.

2. DEFINITIONS

- 2.1 A **"Class"** means a group pilates class held at a predetermined time and at a specified place according to the offer on the Website.
- 2.2 A **"Booking"** means the binding registration of the Client for a specific class made through the booking form on the Website and confirmed in the manner set out in Article 3.
- 2.3 The **"Price"** means the price for participation in a class as stated for the given class on the Website; prices are stated inclusive of all taxes and charges.

3. CONCLUSION OF THE CONTRACT FOR THE PROVISION OF THE SERVICE

- 3.1 The presentation of classes on the Website is of an informative nature only and does not constitute a proposal to conclude a contract. A proposal to conclude a contract is only the submission of a duly completed booking form by the Client.

- 3.2 Before submitting the booking, the Client is allowed to check and change the data entered into the booking form. By submitting the booking, the Client confirms that he has read and agrees with these Terms and Conditions and with the Privacy Policy pursuant to Article 10.
- 3.3 The Contract is concluded and the booking becomes binding only at the moment when the Client pays the full Price of the class (see Article 4) and receives confirmation of the booking from the Instructor or the Website system (by e-mail or in the form of a confirmation message on the Website).
- 3.4 The capacity of individual classes is limited. Bookings are processed in the order in which payment for the given class was received. A booking without paid payment is not considered binding and the Instructor reserves the right to offer the place to another interested person.
- 3.5 When booking, the Client is obliged to provide truthful and current contact details (name, e-mail and, where applicable, telephone) for the purposes of communication regarding the class.
- 3.6 The Client agrees to the use of means of distance communication when concluding the Contract; the costs of the means of distance communication (e.g. internet connection) are borne by the Client and do not differ from the basic rate.

4. PRICE OF THE SERVICE AND PAYMENT TERMS

- 4.1 The price of the class is stated for the relevant class on the Website and is paid in advance, through the payment gateway or bank transfer stated on the Website, at the moment of creating the booking.
- 4.2 The Client's obligation to pay the Price is fulfilled at the moment the relevant amount is credited to the Provider's account, or upon confirmation of the payment by the payment gateway.
- 4.3 The tax document (invoice) shall be issued to the Client by the Instructor with whom the booking was concluded, upon request or automatically according to the settings of the Website. If the Instructor is a VAT payer, the Price is stated inclusive of VAT.

5. BOOKING, CANCELLATION AND CANCELLATION OF A CLASS

- 5.1 **Cancellation by the Client.** If the Client cancels the booking no later than 14 days before the event, the full amount paid will be refunded (within 14 working days of cancellation) or, at her/his choice, an alternative date will be offered. In the case of cancellation less than 14 days, cancellations 7–14 days in advance are refunded at 50%. Cancellations within 7 days are non-refundable before the event, the Client is not entitled to a refund or to an alternative date, we allow if client can find other person to replace his/her spot; this applies uniformly to all cases of cancellation, without exception (including sudden illness, work or personal reasons), owing to the need to maintain the predictability of class occupancy. The Instructor may (but is not obliged to) offer an alternative date, in particular if the vacated place is filled by another interested person from the waiting list.
- 5.2 To cancel a booking, the Client contacts the Instructor at the contact e-mail listed for the given class, or uses the cancellation function on the Website, if available. Decisive for calculating the period under the preceding paragraph is the moment of delivery of the cancellation request. In the case of repeated failure to attend a class without timely cancellation ("no-show"), the Instructor reserves the right to refuse future bookings to the Client.
- 5.3 The Instructor further reserves the right to cancel a class for organizational reasons (e.g. the Instructor's illness, an insufficient number of registrants); in such a case the Client will always be refunded the full amount paid or, at his choice, offered an alternative date.

6. WITHDRAWAL FROM THE CONTRACT BY A CONSUMER

- 6.1 The Client acknowledges that, in accordance with Section 1837(j) of the Civil Code, he does not have the right to withdraw from the Contract within a 14-day period where the contract concerns the use of leisure time and the performance is provided on a specified date. Pilates classes are a service connected with the use of leisure time provided on a specific, predetermined date, and therefore the statutory right of a consumer to withdraw from a contract concluded by distance means does not apply to them.
- 6.2 Instead of the right of withdrawal, the possibility of cancelling a booking and obtaining a refund is governed by Article 5 of these Terms and Conditions.
- 6.3 This provision is without prejudice to other rights of the Client arising from legal regulations, in particular the rights arising from defective performance under Article 7.
- 6.4 If the Website offers, in addition to individual classes with a fixed date, also performance without a fixed date (in particular season passes, packages of several classes, gift certificates or vouchers

redeemable for any future class), the exclusion of the right of withdrawal under Article 6.1 does not apply to such performance. To the extent that the performance is not provided on a specified date within the meaning of Section 1837(j) of the Civil Code, a Client who is a consumer is entitled to withdraw from the Contract within 14 days in the manner set out in the Civil Code; this provision does not in any way affect the consumer's right to withdraw from the contract. If the Client requests that the provision of the service begin during the withdrawal period, and subsequently withdraws from the Contract, he shall pay the Provider a proportionate part of the price for the performance provided up to the moment of withdrawal (e.g. for classes already used from a package).

- 6.5 The right to withdraw from the Contract under Article 6.4 may be exercised by the Client by any unequivocal statement made to the Instructor with whom the Contract was concluded, in particular by a letter sent to the Instructor's address listed for the given class or by an e-mail sent to the Instructor's contact e-mail. The Client may use the model withdrawal form, but is not obliged to do so. The withdrawal period is 14 days and runs from the day of conclusion of the Contract. The period is preserved if the Client sends the withdrawal before its expiry. If the Client withdraws from the Contract, the Provider shall refund to him, without undue delay and no later than within 14 days of the day on which the withdrawal was delivered, all funds received from the Client under the Contract, reduced by the proportionate part of the price for the performance provided up to the moment of withdrawal under Article 6.4.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS

- 7.1 The rights and obligations of the parties arising from defective performance are governed by the relevant generally binding legal regulations, in particular the provisions of Sections 1914 to 1925 and Sections 2615 až 2618 of the Civil Code, and, where the Client is a consumer, also by Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 7.2 The Provider is liable to the Client that the service (class) is provided in accordance with the Contract, i.e. in the agreed scope, quality and time, with the professional care usual for this type of physical activity and in accordance with the description given for the class on the Website. If the service is provided contrary to these requirements, it is defective.
- 7.3 If the defective performance constitutes a material breach of the Contract, the Client has the right to the free provision of a replacement class (new performance), to a reasonable discount on the Price, or to withdraw from the Contract. If the defective performance constitutes an immaterial breach of the Contract, the Client has the right to the removal of the defect or to a reasonable discount on the Price.
- 7.4 The Client makes a complaint to the Instructor with whom the Contract was concluded, in writing at the contact e-mail listed for the given class, without undue delay after he discovered the defect or should have discovered it with due attention. In the complaint, the Client shall describe the defect and state which right arising from defective performance he is exercising; the choice made may not be changed without the Provider's consent.
- 7.5 Where the Client is a consumer, the Provider shall issue him, upon making a complaint, a written confirmation of when the Client made the complaint, what its content is and what method of settlement he requests; and further a confirmation of the date and manner of settlement of the complaint, or a written justification of its rejection.
- 7.6 Where the Client is a consumer, the Provider shall decide on the complaint without undue delay, in complex cases within three working days; this period does not include the time needed for an expert assessment of the defect. The complaint, including the removal of the defect, must be settled without undue delay, no later than within 30 days of the day it was made, unless the parties agree on a longer period. The futile expiry of this period is considered a material breach of the Contract and the Client has the right to withdraw from the Contract or to demand a reasonable discount.
- 7.7 If the class was not provided at all or only in part for reasons on the part of the Provider, the Client has the right to a refund of the Price or a proportionate part thereof, or to an alternative date pursuant to Article 5 of these Terms and Conditions.
- 7.8 The Client is not entitled to rights arising from defective performance if he/she caused the defect himself/herself (in particular by failing to follow the Instructor's instructions) or if the defect results from the nature of the outdoor environment or from the Client's state of health; this is without prejudice to the provisions of Article 8 of these Terms and Conditions.
- 7.9 The possibility of out-of-court settlement of a potential consumer dispute through the Czech Trade Inspection Authority is governed by Article 12 of these Terms and Conditions.

8. STATE OF HEALTH, DECLARATION AND EXCLUSION OF LIABILITY

- 8.1 This Article governs the scope of the Instructor's liability for the Client's health and safety in connection with participation in a class and sets out the Client's obligations regarding informing about his state of health. The Client confirms his agreement with this Article by ticking the relevant box in the booking form when creating the booking.
- 8.2 The classes are designed as general pilates for healthy adults over 18 years of age. They are not specialized classes adapted for pregnant women, persons after injuries or operations, or persons with a chronic illness requiring an individual adaptation of the exercise; for such persons, standard classes may be unsuitable.
- 8.3 By booking a class, the Client honestly declares that:
- he/she is medically fit to participate in a pilates class and his state of health allows him to exercise at the usual intensity appropriate for a group class for adults;
 - he/she does not suffer from any health limitation, injury or illness that would preclude participation in the class or require a special adaptation of the exercise, or that he has informed the Instructor of such a limitation in advance;
 - he/she participates in the class on the basis of his own free decision and is aware of the nature and physical demands of the exercise.
- 8.4 The Client is obliged, before the start of the class (at the latest when booking, or immediately before the start of the class if an indisposition arises subsequently), to inform the Instructor of any health limitation, injury, chronic illness, pregnancy or other circumstance that could affect his safe participation in the class. If he fails to do so, he/she himself/herself bears responsibility for the health consequences resulting from the fact that the Instructor was unaware of the given limitation and could not take it into account when leading the class.
- 8.5 The Instructor is entitled to exclude from the class a Client in respect of whom she has a reasonable suspicion of a health risk incompatible with safe participation in the class, or to recommend participation only to a limited extent, including subsequently during its course.
- 8.6 The Client is obliged to adapt the intensity of the exercise to his physical abilities and current state of health and to follow the Instructor's instructions. The Client participates in the class aware that physical exercise generally carries a risk of minor injuries (e.g. muscle strain, sprain), and to the extent that such risk results from the ordinary nature of the exercise and not from a breach of the Instructor's obligations, he accepts it as a natural risk associated with this activity (participation at own risk).
- 8.7 The Instructor is liable for the proper conduct of the class in accordance with the usual safety rules for this type of exercise and for damage she causes to the Client by a culpable breach of her obligations. The Instructor is, on the other hand, not liable for harm to health or damage arising as a result of:
- false or incomplete information provided about the Client's state of health;
 - the Client's failure to follow the Instructor's instructions;
 - overexertion or incorrect performance of an exercise by the Client contrary to instructions;
 - circumstances arising from the nature of the outdoor environment (uneven terrain, weather conditions, insects, etc.), unless the Instructor has breached her obligations;
 - the Client's existing state of health that manifests or worsens in connection with ordinary physical exertion corresponding to the character of the class.
- 8.8 The limitation under the preceding paragraph is not and cannot be prejudicial to liability for harm caused intentionally or by gross negligence, nor to the statutory obligation to provide assistance to a person in danger of life or health (see Article 9); to that extent the Instructor is liable to the full statutory extent.
- 8.9 The Client acknowledges that the Instructor does not currently have liability insurance for damage caused in the course of her business activity.

9. RULES OF PARTICIPATION IN THE CLASS (OPERATING RULES)

- 9.1 The retreat takes place at Statek Odysea. The entrance gate to the premises opens at 5:00 PM. The event will follow the House Rules published at <https://www.statekodysea.cz/guide>, and the instructors will introduce you to them. Please observe quiet hours, tidy up after yourself, and change into indoor shoes.
- 9.2 The facilities of the farmhouse (entry to the building, toilets, sauna, bedroom, farmhouse and other facilities) are accessible from 17:00.

- 9.3 During the event, the farmhouse is reserved exclusively for the Clients; which the Client is obliged to take into account. Parking on the farmhouse premises is available but with limited numbers. Parking at the farm is convenient and safe with 12 parking spaces directly inside the premises, 5 of which are covered and 7 are uncovered. Additional vehicles can be parked in front of the entrance (by blocking the entrance). We ask guests to respect the wishes of the local residents and not park elsewhere in the village. The Client brings to the class in particular his/her own exercise mat, comfortable exercise clothing. Pilates is practiced barefoot or in socks, not in shoes; in view of the outdoor environment we recommend non-slip socks, sun protection (a head covering, sunscreen) and, where appropriate, insect repellent.
- 9.4 The Client is obliged to behave considerately on the premises, in particular to respect the property of the farmhouse and surrounding and not to damage it, to follow the Instructor's instructions regarding the organisation and safety of the class, to maintain reasonable quiet after 10:00 pm, and after the end of the event to clear away all his/her belongings and any waste.
- 9.5 Entry to the class under the influence of alcohol or other addictive substances is prohibited; in such a case the Instructor is entitled to refuse the Client without any entitlement to a refund.
- 9.6 The Instructor has no professional medical education or specialized training in providing first aid. In the event of an injury, sudden health indisposition or other health emergency, the Instructor shall provide first aid to the extent corresponding to the general statutory obligation and shall, without undue delay, ensure that professional help is called, in particular the emergency medical service at 155 or 112. The Client is obliged to report any health complication arising during the class to the Instructor immediately. A first-aid kit or other medical equipment is not available on the premises, to which the Client agrees by booking a class.

10. PROTECTION OF PERSONAL DATA

- 10.1 In providing services under these Terms and Conditions, the Client's personal data is processed. The processing takes place in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and the relevant legal regulations.
- 10.2 For the purpose of concluding and performing the Contract (handling the booking, communication regarding the class, processing payment and issuing a tax document), the Provider processes in particular the following personal data of the Client: name and surname, e-mail address and, where applicable, telephone number and data related to payment. The legal basis for this processing is the performance of the Contract under Article 6(1)(b) GDPR, or the fulfilment of the Provider's legal obligations (e.g. in the area of accounting and taxes) under Article 6(1)(c) GDPR.
- 10.3 In relation to the processing of his personal data, the Client has the rights arising from the GDPR, in particular the right of access, rectification, erasure, restriction of processing, data portability and the right to object, as well as the right to lodge a complaint with the Office for Personal Data Protection. More detailed information on the scope, purposes, legal bases and duration of the processing of personal data, on the recipients of the data, on the sending of invitations to further classes, on cookies and on the Client's rights is set out in the Privacy Policy available at [Privacy Policy](#).

11. PHOTOGRAPHS AND VIDEO RECORDINGS

- 11.1 Photographic or video documentation may be taken of the classes, in particular for the purposes of promotion on social networks and the Website. The Client has the option to object to the taking of recordings of his person (opt-out) by ticking the relevant box in the booking form for each individual booking. If the Client does not object, he is deemed to consent to the taking and processing of the recording.
- 11.2 If the Client objects, the Instructor shall refrain from publishing recordings in which the Client is recognizably captured; in group shots the Instructor shall, as far as possible, ensure that the objecting Client is not identifiable in the published recording.
- 11.3 The legal basis for this processing is the Instructor's legitimate interest in promoting her business activity, always taking into account the Client's right to object. Details of the processing of personal data, including the retention period and the Client's rights, are governed by the Privacy Policy available at [Privacy Policy](#).

12. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

- 12.1 The Provider and the Client will endeavor to resolve mutual disputes primarily by amicable means.
- 12.2 The Czech Trade Inspection Authority (Česká obchodní inspekce), with registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID (IČO): 000 20 869, website www.coi.cz, is competent for the

out-of-court settlement of consumer disputes arising from the Contract. A Client who is a consumer may turn to the Czech Trade Inspection Authority with a proposal to initiate an out-of-court settlement of the dispute.

13. FINAL PROVISIONS

- 13.1 All contractual relationships are governed by the law of the Czech Republic, in particular the Civil Code and the Consumer Protection Act. The choice of law under this provision does not deprive the consumer of the protection afforded to him by the provisions of the legal order from which it is not possible to derogate by contract.
- 13.2 If any provision of the Terms and Conditions is or becomes invalid or ineffective, it shall be replaced by a provision whose meaning comes as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.
- 13.3 Contact details of the Provider: address for delivery Zemědělská 2 Brno, 613 00, e-mail contact@pilates-ivela.com, telephone +420731893227.
- 13.4 These Terms and Conditions take effect on 17 July 2026.