

## TRAINING SERVICES TERMS OF USE

- 1. These Regulations (hereinafter referred to as the Regulations) pre-determine the terms of providing Training Services, the conditions for the conclusion of Training Agreement as well as the procedure of complaint proceedings. By Training Services it is understood a wide range of services within the spectre of Joanna Sempruch LIVING's developmental activities.
- 2. The Training Provider is the business activity of Joanna Sempruch LIVING with its registered office at 28 Main Square, Cracow 31-010, Poland, Tax ID 8671974590 also appearing under the name Stewarding Academy 7-star Crew Training, Stewarding Academy Luxury Hospitality Specialist, School of Yacht Stewardess/ Szkoła Stewardes Jachtowych or LIVING, founded in 2009 (formerly Super Sail Away and Joanna Sempruch Lokomocion), hereinafter referred to as the Training Provider.
- 3. The mission of LIVING is to support adult individuals and teams to develop key competences in VIP service in niche luxury facilities such as: yachts, hotels, private properties, aircraft and other through theoretical and practical Training in the form of courses.
- 4. By Training Services/ Training is meant all activities related to the preparation and conduct of the Training. Detailed information about Trainings is available from the Training Provider and on the Training Provider's online services under the name Stewarding Academy. The hours of Training are included in the Training Agreement. The Training day lasts no longer than 8 clock hours.
- 5. Participation in the Training is payable and the amount of fees in PLN/ in EUR/ in USD is passed to the Participant verbally and electronically. The price does not include the accommodation and travel costs of the Participant for the Training. The data provided in the Participation Card is the data to the Training Agreement and to the invoice.
- 6. Participation is possible when the Participant has access to the Internet through devices such as telephone, tablet and computer.
- 7. Participation in the Training is possible after submitting complete recruitment documents: A) CV with a photo, B) sending a completed and signed Participation Card with a preliminary survey, C) delivery of a signed Training Agreement, D) booking payments by Training Agreement, E) holding consultations to determine Training needs and professional predispositions.
- 8. Conclusion of a Training Agreement is possible only after accepting this Terms of Use and after accepting the expression of the will to participate in the Training of a person applying by the Training Provider by e-mail.
- 9. Payments for Training can be made:
- 10. A) by bank transfer as described in Training Agreement, B) in cash on the day of the Training before its commencement, with prior consent of the Training Provider expressed by e-mail, C) in instalments (in special cases) with prior consent of the Training Provider expressed by e-mail and by phone.
- 11. Resignation from participation in the Training, Participant may submit not later than 10 working days before the planned Training, and its form may be a message sent by email containing the name of the Participant and the planned date of the Training. In the event of resignation from participation in the Training after this date, the Participant is not entitled to a refund of the Training fee. The Participant may resign from Training to another indicated person who meets the terms of the Training Agreement.
- 12. The Participant has the right to lodge a Complaint for non-performance or improper performance of the Training. Complaints should be submitted in writing with a detailed description of the discrepancy and/ or other justification to LIVING under pain of nullity within 14 days from the approved start date. The Training Provider has 30 days to consider and respond to the complaint. If the complaint is right, the Participant is entitled to partial or total reimbursement of the Training costs or the possibility of re-participation in the same Training.
- 13. The Participant undertakes to take care of the property which is in the Training room equipment on the day of the Training and which he uses during the Training.
- 14. The Training Provider undertakes to carry out the Training carefully, has the premises adapted to the subject of the Training and professional staff, who constantly improve their skills and have appropriate qualifications to practice in the territory of a Training.
- 15. The Training Provider is not responsible for non-performance or improper performance of the Training Agreement caused by *force majeure*. The term *force majeure* is understood as sudden, violent atmospheric events (e.g. flood), hostilities or internal disturbances, fire, strike or other similar events
- 16. The organisation of the Training will be possible only in the event of a notification and payment by the number of Participants required by the Training Provider. The Training Provider undertakes to inform about any changes.
- 17. I declare that I am aware that the Training is conducted in English. I confirm the ability to communicate in English at a minimum level of B1 / B2 or naturally.
- 18. I agree to the processing of my personal data by Joanna Sempruch LIVING in accordance with the provisions of art. 6 par. 1 lit. a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46