

TERMS OF SERVICE

This is a translation. **In the event of any discrepancy between the Polish and the English version, the Polish version prevails.**

§ 1. THE TRAINER AND DEFINITIONS

1. Services are provided by **Piotr Konkol**, operating as **Piotr Konkol Software Development**, Szafarnia 11/F8, 80-755 Gdańsk, Poland, VAT ID (NIP) 5833451982, REGON 522207518, hereinafter the **Trainer**.
2. Contact: kontakt@konkolmethod.pl, +48 604 809 887.
3. Terms used here mean:
 - **Client** — the natural person using the Trainer's Services.
 - **Session** — a single meeting within a Service, held at an agreed time.
 - **Form** — the intake form and the pre-session check form completed by the Client in the Booking System.
 - **Booking System** — Booksy, through which the Client reserves appointments.
 - **Service Description** — the current description of the scope, duration and price of a given Service, available in the Booking System or on the Website before booking.
 - **Website** — konkolmethod.pl.
4. These Terms are available at konkolmethod.pl/regulamin. Versioning is covered by § 12.

§ 2. SERVICES

1. The Trainer provides three Services: **movement diagnostics**, **personal training** and **online coaching**.
2. The detailed scope and duration of each Service are set out in the **Service Description**.
3. The Client arranges and pays for admission to the facility where the Session takes place.

4. Messaging contact after a Session is included in every Service, on the terms set out in § 7.

2.1. MOVEMENT DIAGNOSTICS

1. The Service marketed as “movement diagnostics” constitutes a **coaching assessment of movement patterns**.
2. It covers an interview, movement assessment, coaching tests and work on the constraint found.
3. A Session lasts **at least one hour, usually two to three hours**. It ends once the goal of the Session has been reached.
4. The Service is available in three variants — at the gym, at the Trainer’s place, and with travel to the Client. The variants differ in location and equipment.
5. The variant at the Trainer’s place includes table-based work. In the travel variant the Client provides space for the table and for exercises.
6. After the Session the Client receives a **written case description and recommendations** setting the direction of further work. The recommendations cover a period whose length follows from the Client’s goal and progress.
7. **A subsequent diagnostic session is a separate Session.**
8. Within the Service the Trainer selects exercise progressions once the Session’s exercises become too easy for the Client, and advises on the direction of motor-quality development.
9. The Trainer provides occasional feedback on recordings sent by the Client. Where such help would exceed occasional feedback, the Trainer notifies the Client; work of a wider scope qualifies as personal training.

2.2. PERSONAL TRAINING

1. An in-person Session of the duration stated in the Booking System.
2. After the Session the Client receives recommendations for the coming week.
3. The Trainer may retest exercises prescribed during movement diagnostics, without carrying out a full assessment.

2.3. ONLINE COACHING

1. The Service is settled in monthly periods and arranged outside the Booking System.
2. The period starts on the day the first training plan is handed over. The Service **does not renew automatically** – the Client extends it at their own decision, and cancellation consists in not extending the period.
3. The Service covers a training plan, ongoing corrections, contact and analysis of the Client's reports.
4. Calls take place as needed, for larger problems and departures from the norm. The Trainer does not commit to calls on a fixed schedule.
5. Where the Trainer is unavailable, the paid period is extended **proportionally** by the duration of that unavailability. Planned unavailability is announced in advance.
6. Before performance begins, the Client makes an express request to start the Service before the withdrawal period expires and acknowledges the loss of that right once the Service has been fully performed. This covers both the service itself (art. 38(1) of the Polish Consumer Rights Act) and the **training plan supplied in digital form** (art. 38(13) of that Act). On withdrawal, the Client pays for the part performed up to the moment the statement is made.

§ 3. LIMITS OF THE SERVICES, SAFETY AND LIABILITY

1. The Services are **training and educational** in character. The Trainer does not provide health services.
2. The Trainer trains the **function** of the movement system. He does not treat structure.
3. **The Trainer does not make a medical diagnosis.** The assessment carried out is a coaching assessment and concerns muscle work and movement patterns. The Trainer does not identify disease entities. The name "movement diagnostics" describes a method of coaching work.
4. Where a structural disorder is reported, the Trainer requires clearance from an orthopaedist or a physiotherapist before starting work.
5. Where damage is suspected, the Trainer refers the Client to a physician.

6. The Trainer is not a physiotherapist and does not provide physiotherapy or rehabilitation. After treatment has concluded, or alongside physiotherapy, the Trainer works on restoring function within a training scope.
7. **Training requires physical contact.** The Client may refuse such contact or interrupt it at any time, without affecting the remainder of the Session.
8. The Trainer does not write meal plans. The Trainer may suggest tests; he does not issue referrals and does not interpret results diagnostically.
9. Content published on the Website and on the blog is **general information**. It does not constitute individual advice.
10. **The contract is an obligation of due care.** The Trainer does not guarantee a specific result; the outcome depends in particular on regularity, adherence to recommendations, activity outside Sessions and the Client's health history.
11. The preceding paragraph **does not limit the Trainer's liability** for non-performance or improper performance of the Service to the extent provided by law.
12. The Trainer is not liable for the consequences of concealing or misstating information required in the Form, as set out in § 4.
13. The Trainer may interrupt an exercise or an entire Session where the Client's safety requires it.
14. If, during a Session, the Trainer concludes that further work will bring no effect, he interrupts the Session and indicates what needs to be dealt with first — most often a physiotherapy or medical consultation. **No fee is charged for such a Session.** This does not apply to the cases set out in § 5(10).

§ 4. CLIENT'S OBLIGATIONS

1. Providing true and complete information in the Form.
2. Reporting changes **without delay and no later than before the Session**: a new injury, procedure, symptoms, new medical recommendations, or inability to exercise.
3. **Reporting pain, feeling unwell or other concerning symptoms during a Session immediately after they occur.**
4. Observing the limits indicated by the Trainer during the Session.

§ 5. BOOKING, CANCELLATIONS AND LATENESS

1. The Client books the first visit through the Booking System.
2. Subsequent appointments may be arranged directly, in correspondence with the Trainer. **An appointment becomes binding only once the Trainer confirms it unambiguously in the same correspondence**, stating the time, duration and price. An enquiry alone is not a booking.
3. The rules on cancellations, lateness and payment are the same regardless of the booking channel.
4. A Session may be cancelled free of charge up to **24 hours** before the agreed time.
5. Where a Session is cancelled after that point, the full price is due **as remuneration for the Trainer's reserved availability** – time assigned to the Client that can no longer be offered to anyone else. The Trainer may waive this charge in fortuitous cases; this is his right, not his obligation.
6. **Where the Client does not attend without cancelling in advance**, the fee for the reserved Session remains due in full, on the same basis.
7. Where the Client is late, the Session ends at the originally agreed time.
8. Where the Trainer is late, **the Session is held in full**. If the delay exceeds 30 minutes, the Session is charged at a price reduced by 50%.
9. Where the Trainer cancels a Session less than **24 hours** in advance, the Client receives a replacement appointment and that Session is **free of charge**. Where the cancellation is made earlier, the Client receives a replacement appointment.
10. The Trainer may refuse to hold a Session. Where the reason is concealment of a health condition or being under the influence of alcohol or other substances, the Session is forfeited and the fee remains due. Where the Client disclosed their condition and the Trainer decided that a prior medical consultation is necessary, the cancellation carries no consequences and no fee.

§ 6. PRICES AND PAYMENT

1. Prices are set out in the Service Description. All prices are gross.

2. Accepted payment methods: BLIK, bank transfer and payment within the Booking System.
The Trainer does not accept cash.
3. The Trainer issues a sales document in accordance with applicable tax law, and at the Client's request also where the law does not require it.

§ 7. CONTACT BETWEEN SESSIONS

1. Contact takes place through WhatsApp.
2. The Trainer usually replies within **48 hours** for movement diagnostics and personal training, and within **24 hours** for online coaching, on business days.
3. **Contact does not operate as an emergency channel** and is not for reporting acute health problems.
4. The scope of contact covers matters directly related to the Service being provided.
5. The Trainer reviews recordings only of exercises he has prescribed.
6. Ongoing programming and consultations unrelated to a Session fall outside the scope of contact; they form the substance of online coaching.

§ 8. MATERIALS AND RECORDINGS

1. A recording made in order to analyse technique is an **element of the Service**. It does not constitute consent to disseminate the Client's image.
2. Publishing material requires the Client's separate consent, given for the specific material.
3. The Trainer stores recordings and Session notes for the purposes of further work and comparison. Retention rules and periods are set out in the privacy notice.
4. The training plan and materials handed to the Client are for the Client's own use. The Client does not resell or otherwise pass them on.

§ 9. MINORS

1. Services are available to minors with the consent of their legal guardian.

2. The legal guardian accepts these Terms, completes the Form and gives the required consents, including consent to the processing of health data and to recordings.
3. The Trainer may make acceptance of a minor conditional on the legal guardian's presence at the Session.
4. Without the required consent of the legal guardian, the Trainer refuses to provide the Service.

§ 10. PERSONAL DATA

Information on the processing of personal data, including health data and recordings, is set out in the privacy notice available at konkolmethod.pl/prywatnosc.

§ 11. COMPLAINTS AND CONSUMER RIGHTS

1. Complaints are submitted to kontakt@konkolmethod.pl. The Trainer replies within 14 days.
2. A consumer who has concluded a distance contract has the right to withdraw from it within 14 days, subject to the exceptions set out in the Polish Consumer Rights Act.
3. **The Client requests that performance begin at the agreed time and acknowledges that, once the Service has been fully performed, the right of withdrawal is lost** (art. 38(1) of the Consumer Rights Act). The Trainer collects this statement in the Form on every booking.
4. Where withdrawal occurs after performance has begun but before it is complete, the Client pays for the part performed up to the moment the statement is made.
5. Withdrawal from the contract and cancellation of an appointment are **two separate matters**. The cancellation and non-attendance rules in § 5 govern the scheduling of appointments and apply independently of the right of withdrawal.
6. The Client may use out-of-court complaint and redress procedures, in particular through the municipal or district consumer ombudsman and the Provincial Inspectorate of Trade Inspection. The register of entities authorised to resolve consumer disputes out of court is kept by the President of the Office of Competition and Consumer Protection and published at uokik.gov.pl.

§ 12. VERSION AND AMENDMENTS

1. These Terms carry a version number and a date.

2. Amendments apply prospectively. Services booked before an amendment takes effect are provided under the version the Client accepted at the time of booking.
3. Earlier versions of these Terms remain available on the Website.

