
Terms and Conditions

§ 1

INITIAL PROVISIONS

1. The service available at <https://integralbodyinstitute.com/> is operated by INTEGRAL BODY INSTITUTE SP. Z O.O., GIPSOWA 42 25-752 KIELCE NIP 9591978899.
2. These Terms and Conditions are addressed to both Consumers and Entrepreneurs using the Shop and specify the rules of using the On-line Shop and the rules and procedure for entering into distance Sales Contracts with the Customer via the Shop.

§ 2

DEFINITIONS

1. Consumer - a natural person entering into a contract with the Seller in the Shop, the subject matter of which is not directly related to his/her business or professional activity.
2. Seller - means the entity INTEGRAL BODY INSTITUTE SP. Z O.O., GIPSOWA 42 25-752 KIELCE NIP 9591978899,
3. Customer - each entity making purchases through the Shop.
4. Entrepreneur - a natural person, a legal person and an organisational unit without legal personality, which is granted legal capacity by a separate act, conducting on its own behalf the business activity which uses the Shop.
5. Shop - an Internet shop run by the Seller at the Internet address <https://integralbodyinstitute.com/en/shop/>
6. Distance Contract - a Contract entered into with the Customer under an organised system of entering into distance contracts (within the shop), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication until entering into of the contract.
7. Terms and Conditions - these Terms and Conditions of the Shop.
8. Order - the Customer's declaration of will placed via the "Shop" tab and aimed directly at entering into a Product or Products Sales Contract with the Seller.
9. Account - the Customer's account in the shop, where the data given by the Customer and information on Orders placed thereby in the shop are collected.
10. Cart - an element of the shop's software, in which the Products selected by the Customer for purchase are visible, and it is possible to determine and modify the data of the Order, in particular the quantity of products.
11. Product - a movable item/service available in the Shop which is the subject of the Sales Contract between the Customer and the Seller.
12. Sales Contract - a Product Sales Contract being entered into or entered into by the Customer and the Seller via the On-line Shop. The Sales Contract shall be also understood as - applying to the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

GENERAL INFORMATION

1. To the fullest extent permitted by law, the Seller shall not be liable for any disruptions, including interruptions in the functioning of the Shop caused by force majeure, unauthorised action of third parties or incompatibility of the On-line Shop with the technical infrastructure of the Customer.
2. Viewing the Shop's assortment shall not require setting up an Account. The Customer may place orders for Products present in the Shop's assortment either after setting up an Account or by providing the necessary personal and address data to enable the Order to be completed without setting up an Account.
3. The prices given in the Shop are in euro and are gross prices (including VAT).

§ 4

RULES FOR PLACING AN ORDER

To place an Order, it is necessary to:

1. select the Product which is the subject of the Order and then click the "Add to Cart" button
2. then select the "View cart" button
3. then select the "Proceed to checkout" button
4. provide your data for shipment of your Order
5. if you wish to obtain an invoice - fill in the missing data
6. select " Proceed to PayPal"
7. pay for your order.

§ 5

DELIVERY AND PAYMENT METHODS OFFERED

The Customer may use the delivery via courier service. The cost of delivery is calculated automatically.

§ 6

EXECUTION OF THE SALES CONTRACT

1. The entering into the Sales Contract between the Customer and the Seller takes place after the Customer places an Order.
2. After placing the Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for implementation. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending by the Seller to the Customer an appropriate e-mail message to the Customer's e-mail address provided during the process of placing the Order, which contains at least the Seller's statement on receipt of the Order and its acceptance for implementation and confirmation of entering into the Sales Contract. Upon receipt by the Customer of the above e-mail, a Sales Contract shall be concluded between the Customer and the Seller.

3. In case of the Customer selecting:

a. PayPal payment, the Customer shall be obliged to make payment otherwise the order will be cancelled.

4. The order can be delivered only via courier.

5. The product will be sent by the Seller on the date as indicated in its description in the manner chosen by the Customer when placing the Order.

6. The beginning of the term of delivery of the Product to the Customer is counted as follows:

a. In case of PayPal payment from the date of crediting the Seller's bank account.

7. The delivery of the Product takes place in the European Union.

8. Delivery of the Product to the Customer is chargeable, unless the Sales Contract provides otherwise. Costs of Product delivery (including fees for transport, delivery and postal services) are indicated to the Customer on the pages of the On-line Shop in the finalisation of the purchase, including the moment of expressing the Customer's will to be bound by the Sales Contract.

§ 7

RIGHT OF WITHDRAWAL FROM THE CONTRACT

1. The Consumer may withdraw from the Sales Contract within 14 days without stating any reason.

2. The period specified in paragraph 1 starts from the delivery of the Product to the Consumer or a person indicated thereby other than the carrier.

3. The Consumer may withdraw from the Contract by submitting a statement on withdrawal from the Contract to the Seller. In order to comply with the deadline for withdrawal from the Contract, it is sufficient for the Consumer to send the statement before the expiry of this deadline.

4. The statement may be sent by traditional mail, or electronically by sending the statement to the Seller's e-mail address: contact@integralbodyinstitute.com

5. Effects of withdrawal from the Contract:

a. In the case of withdrawal from the Distance Contract, the Contract shall be deemed not entered into.

b. In the case of withdrawal from the Contract, the Seller shall return to the Consumer immediately, no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Contract, all payments made thereby, including the costs of delivery of goods, except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest usual method of delivery offered by the Seller.

c. The return of payment shall be made by the Seller using the same payment methods as those used by the Consumer in the original transaction, unless the Consumer expressly agreed to another solution that will not involve any costs for it.

d. The Seller may withhold the return of payment until the receipt of the Product back or until the delivery of the proof of its return, depending on which event occurs earlier.

e. The Consumer should send the Product back to the address of the Seller specified in these Terms and Conditions immediately, not later than 14 days from the day on which he or she informed the Seller about the withdrawal from the Contract. The deadline shall be met if the Consumer sends back the Product before the expiry of the 14-day deadline.

f. The Consumer shall bear the direct costs of returning the Product, also the costs of returning the Product if, due to its nature, the Product could not be sent back by ordinary mail.

g. The Consumer shall only be liable for any reduction in the value of the Product resulting from using it in a manner other than necessary to determine the nature, characteristics and functioning of the Product.

6. The right to withdraw from a Distance Contract shall not apply to the Consumer with regard to the Contract:

a. where the subject matter of the execution is an item that is rapidly deteriorating or has a short shelf life,

b. in which the subject matter of the execution are items which, by their nature, are inseparably connected with other items after delivery.

§ 8

COMPLAINT AND GUARANTEE

1. The Sales Contract covers new Products.

2. The Seller shall be obliged to provide the Customer with the item free of defects.

3. In case of a defect in the goods purchased from the Seller, the Customer shall have the right to lodge a complaint on the basis of the warranty regulations in the Civil Code.

4. In case of a defect in the goods purchased from the Seller, the Customer shall have the right to lodge a complaint on the basis of the warranty regulations in the Civil Code. If the Customer is an Entrepreneur, the parties exclude liability under the warranty.

5. The complaint should be submitted in writing or electronically to the addresses of the Seller given in these Terms and Conditions.

6. The Seller shall respond to the claim immediately, no later than within 14 days, and if it shall not do so within this period, the Customer's claim is deemed justified.

7. The goods sent back under the complaint procedure should be sent to the Shop's address.

§ 9

PERSONAL DATA PROCESSING

1. The Controller of the Customers' personal data collected via the On-line Shop is the Seller.

2. The personal data of the Customers collected by the Controller via the On-line Shop are collected for the purpose of executing the Sales Contract. The basis for processing of the personal data is Article 6(1)(b) of the GDPR. As well as for tax purposes, where the basis for processing is Article 6(1)(c) of the GDPR.

3. We require you to provide a specific range of personal data, which is:

a) voluntary, but nevertheless necessary for the entering into and execution of the Contract.

b) This is necessary in order to carry out the tasks imposed on CPD by the applicable legislation. Non-provision of data to the extent required by the applicable law, shall result in an inability to take action to properly enter into the contract.

4. We guarantee the fulfilment of your rights under the general data protection regulation - GDPR. To exercise the rights below, please contact us via e-mail: contact@integralbodyinstitute.com

a) demand of access, rectification, erasure or restriction of the processing of personal data;

b) lodging objection to the processing of your personal data;

c) transfer your personal data;

5. If you believe that the processing of your personal data by the Controller is not compliant with the applicable legal regulations on personal data protection, you have the right to lodge a complaint with the supervisory body dealing with personal data protection, i.e. the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw).

6. In the case of a Customer who uses the method of delivery by mail or courier service in the On-line Shop, the Controller shall make the collected Customer's personal data available to a selected carrier or intermediary carrying out the deliveries at the Controller's request.

7. In the case of a Customer who uses the method of electronic payment or payment card in the On-line Shop, the Controller shall make the collected personal data of the Customer available to a selected entity handling the above payments in the On-line Shop.

8. Your personal data shall be processed for the duration of the Contract entered into and after its termination for the period as indicated in the special provisions, including the period required to establish, defend or pursue claims and the period of storage required by the control authorities.

§ 10

FINAL PROVISIONS

1. Contracts entered into via the Internet Shop shall be concluded in the English language.
2. The Seller reserves the right to make amendments in the Terms and Conditions for important reasons, i.e.: changes in legal regulations, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions. The Seller shall inform the Customer about each amendment at least 7 days in advance.
3. In matters not regulated by these Terms and Conditions, generally applicable provisions of Polish law shall apply, in particular: The Civil Code; Act on providing electronic services; Act on consumer rights, regulations on personal data protection.