



## MOTOR AREA REGULATIONS AND GENERAL CONDITIONS

### **1. Premises and definitions.**

These General Conditions and the related annexes form an integral part of the Service Supply Contracts (hereinafter also referred to as the "Contract") between you and the Sim-patia Social Cooperative, a Cooperative Company, with registered office in 22070, Valmorea (CO), Via Parini 180, (VAT number 01811690138), in the person of the President, as pro tempore legal representative (hereinafter also referred to as "Sim-patia").

By signing these General Conditions, the User and the Participant accept all the provisions contained in these General Conditions as well as all the operating rules of the motor area Sim-patia facility (swimming pool and gym), which will be communicated to them from time to time by posting in the Sim-patia rooms dedicated to the motor area, by publication on the website, or by means of newsletters.

In these Regulations, the following words or expressions have the following meaning:

"Contract" indicates the contract relating to the performance of hydrotherapy or physiotherapy treatments, MIRT treatments, enrollment in courses organized at the swimming pool and/or gym of Sim-patia, free admission to the swimming pool and/or gym, as well as the contract for the exclusive use of the swimming pool and/or gym;

"Application form" indicates the document that the External User must sign in order to use the services offered by Sim-patia;

"Participant" means the subject who undergoes hydrotherapy and physiotherapy treatments, MIRT treatments, participates in courses, takes advantage of free entrances to the swimming pool and/or gym, or uses the swimming pool and/or gym exclusively. This subject may also coincide with the User's;

"User" means the party signing the Agreement;

"External User" indicates both subjects who already frequent Sim-patia and third parties such as associations, cooperatives, companies, or natural persons who have an interest in using the swimming pool and/or gym of the Sim-patia facility exclusively. The singular refers to the plural, and vice versa.

### **2. Services offered.**

Sim-patia organizes at its facility located in Via Parini 180, Valmorea, courses in the swimming pool and/or gym, hydrotherapy and physiotherapy treatments, MIRT treatments, free entrances to the swimming pool and/or gym, and also allows external users exclusive use of the swimming pool and/or gym.

### **3. Registration and payment methods.**

The Membership Form is available at the Sim-patia secretariat or can be requested by email at the following address: [areamotoria@sim-patia.it](mailto:areamotoria@sim-patia.it).

The User undertakes to pay the full amount relating to the subscription as well as the consideration for the treatment sessions and the exclusive use of the swimming pool and/or gym according to the methods set out in the Contract.

In the event of non-payment, the Participant will be prevented from entering the course, or the relative treatment will be suspended with the sending of a reminder.

### **4. Duration, suspension and modification of the subscription.**

The subscription has a fixed term and will run from the start date indicated in the contract until the end date indicated in the same.

The User can suspend the subscription for a maximum of 2 consecutive months and only once exclusively in the event of pregnancy, injury, transfer for work reasons, which imply a change of location, or an ascertained state of illness.

These circumstances must be properly documented.

The suspension will have the effect of postponing the subscription expiration by a period equal to that of the suspension.

The suspension request must be made in writing.

The subscription fee is non-refundable, neither in full nor in fractions, and it is not permitted to request reductions or refunds or to transfer the subscription to other people.

### **5. Regulation of treatment sessions and courses.**

The Participant undertakes to respect the times indicated in the Registration Form, aware that any delays will not change the end time of the activity.

In the event that the Participant cannot undergo the booked session, he will have the burden of communicating it within 24 hours prior to the treatment. Failure to give notice will result in the session being charged.



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Sim-patia guarantees that the courses will be activated with a minimum of 2 Participants and that the capacity of the swimming pool and/or gym is at the discretion of the management according to the provisions of the law.

It will not be possible to make up for missed lessons, even on national holidays.

### **6. Discipline concerning the exclusive use of the swimming pool and/or gym.**

Sim-patia allows the exclusive use of the swimming pool and/or gym by external users.

The period of exclusive use of the swimming pool and/or gym is agreed upon in the relative Contract.

The Sim-patia area coordinator can request the mandatory presence of one or more operators/educators or escorts for the Participants of the external User.

If on the agreed day the external User does not reach the number of 6 Participants present, Sim-patia reserves the right to insert other users without any limitation on the activity to be carried out by the external User.

The external User undertakes to pay the fee for the exclusive use on the terms and in the manner agreed in the Contract.

The external User undertakes to comply with these Regulations and Motor Area General Conditions as well as the provisions referred to in the Contract, simultaneously communicating any variation with respect to the Contract both to the coordinator and to the management of Sim-patia by means of written communication.

The external User undertakes to inform the Participants of the activity organized exclusively under these Regulations as well as of the further provisions referred to in the Contract or of those that will subsequently be issued and brought to their attention by Sim-patia.

The external User undertakes to inform the Participants that it is possible to use the swimming pool only in the presence of a medical certificate certifying the state of good health and the possibility of carrying out the activity in the water.

Sim-patia undertakes to make its facility available, consisting of changing rooms, a heated swimming pool, and a gym, equipped for rehabilitation activities and accessible to disabled people, as well as its own qualified personnel for assistance and rehabilitation activities.

## **7. Express termination clause.**

Sim-patia reserves the right to unilaterally terminate the existing Contract with the User pursuant to Art. 1456 of the Civil Code by simple written communication, without prejudice to the right to compensation for damages, in the event that:

- the behavior of the Participant is not respectful of the environment (gym and swimming pool) or of the staff;
- the User and the Participant do not comply with the conditions of these Regulations, with consequent suspension from the sessions, treatments, and courses as well as the exclusive use of the swimming pool and/or gym without the possibility of reimbursement;
- all or part of the fees due to Sim-patia are not paid within the terms agreed in the Contract.

In the event of termination, the User is not entitled to a refund of the amounts already paid and will, in any case, be required to pay all sums due to Sim-patia.

## **8. Physical conditions of the Participant.**

Upon enrolment, and in any case no later than the subscription start date, course attendance date, or first treatment session date, the Participant undertakes to deliver the medical certificate for rehabilitation activity certifying that there are no contraindications to the rehabilitation activity in water at 33° (only for those who carry out hydrokinesitherapy treatments and/or courses in the swimming pool).

In the case of exclusive use of the swimming pool and/or gym, the Participant must deliver a medical certificate at the time of registration certifying the state of good health and the possibility of carrying out the activity in the water.

In the event of non-delivery, access to the Sim-patia facility (swimming pool and gym) or participation in sessions and courses will not be permitted.

The voluntary or involuntary concealment by the Participant of any previous pathologies or illnesses in progress at the time of the signing of the Contract and such as to affect the exercise of the activities carried out within the Sim-patia facility will entitle Sim-patia to request compensation for any damage suffered, in addition to declining any liability towards the Participant.



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### **9. Liability and compensation for damages.**

Sim-patia is not responsible towards the User and the Participant for damages deriving to the latter from behavior contrary to the law, to these Regulations, or to any other provision from time to time regulating the relationship between the User-Participant and Sim-patia.

All damages to the facilities and assets of Sim-patia, even in the exercise of activities carried out with instructors, will be borne by whoever caused them.

### **10. Insurance**

Sim-patia declares that it has taken out a specific insurance policy to cover any damages and injuries suffered by the Participants within the facility.

Sim-patia will also provide insurance coverage for Participants who use the swimming pool and/or gym exclusively for accidents and civil liability towards third parties.

### **11. Changes to the terms of provision of services.**

Sim-patia has the broad faculty to modify the facilities or the internal subdivision at will, as well as replace the equipment and machinery used in the various sectors, to obtain a constant adaptation of the Sim-patia facility for the general technological evolution.

Sim-patia can also freely modify the opening and closing times of the swimming pool and/or gym at any time, move, insert, and cancel courses, and reduce the hours for each course without any charge to the member.

Due to force majeure such as technical breakdowns, damaged systems, urgent repairs, or extraordinary maintenance, Sim-patia may even, without notice, have the pertinent rooms partially or totally cleared out.

In particular, it is hereby specified that changes in the timetable relating to the courses, sessions, and opening hours of the facility or adaptation to supervening provisions of the law do not in any way constitute a valid and justified cause for withdrawal from the Contract by the of the User.

### **12. Exceptional closings.**

In the event of renovation, repair, decoration, improvement, extraordinary cleaning, or the exercise of special functions of extraordinary maintenance involving the non-usability of the Sim-patia facility, the User acquires the right, at his request, to the extension of the Subscription for a period equal to the non-use of the Sim-patia facilities.

**13. Attendance methods and obligations of the Participant.**

The Participant undertakes to attend the Sim-patia facility while observing the following rules:

- access the pool deck using the foot washer;
- take a shower before entering the pool;
- wear a swimming cap while in the pool; cancel course bookings following the directives given by Sim-patia in these Regulations and Motor Area General Conditions, which can be consulted directly at the reception, in the training rooms, or on the Sim-patia website;
- put on overshoes or change shoes before entering the changing rooms;
- during the courses, the presence of only one assistant on the pool deck is allowed.

It is also forbidden to:

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- smoke in the internal rooms of the Sim-patia facility;
- introduce glass objects into the changing rooms, on the pool deck, and in all sports areas;
- introduce animals of any species;
- consume food in the changing rooms, on the pool deck, and in all sports areas;
- throw away papers and other waste except in the appropriate containers;
- post signs, posters, and/or distribute advertising material;
- introduce photographic or film cameras without prior authorization from Sim-patia;

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- running, making noise, or pushing people inside the swimming pool areas, disturbing the progress of the courses or sessions in any way, and free diving from the edge;
- undress or dress outside the designated areas;
- sit on the lanes;
- use fins, glass masks, and/or other equipment and materials in the pool unless previously authorized;
- entry into the pool for those with wounds, skin lesions, or plasters and bandages, subject to presentation of a medical certificate (people with pathologies that involve a risk in using the pool are invited to protect their own safety and to communicate to the service personnel, before entering the water, their pathological state);
- people with suspected infected skin lesions (warts, dermatitis, mycosis, etc.) enter the pool. The Participant may only enter the pool by showing a medical certificate stating that the injuries presented are compatible with bathing in a public place;
- people in an altered psychophysical state (drunkenness, alterations from drugs, etc.) enter the pool or, better still, in evident precarious health conditions, such as to represent a risk for the subject himself;
- introduce personal objects of any kind into the pool, including balls, floating boards, inflatable mattresses, and in particular glass objects.

Only the material made available by the service staff is allowed to be used in the pool.

### **14. Requirements in compliance with the current legislation on safety.**

The Participant and accompanying persons undertake to attend the Sim-patia facility under the following conditions:

- green pass obligation according to current legislation;
- obligation to enter the facility via the thermoscanner and with the obligation to wear a mask and sanitize your hands;

- maintenance of the mask until entering the pool or for the entire duration of the physiotherapy treatment;
- access for the accompanying person only if in possession of a green pass;
- ban on parking outside the area dedicated to the swimming pool and gym;
- the stop in the post-course changing rooms must be a maximum of 20 minutes to allow for sanitization practices.

## **15. Communications**

Communications to the Cooperative Sociale Sim-patia, Cooperative Society, must be made by the User-Participant to the following pec address: info@pec.sim-patia.it or by registered letter with return receipt at the following address: Cooperative Sociale Sim-patia, Cooperative Society, with headquarters in 22070, Valmorea (Co), Via Parini 180.

Communications to the User-Participant will be made by Sim-patia at the contact details indicated at the time of registration.

## **16. Governing Law and Jurisdiction**

The Contract for the supply of services between the User and Sim-patia is governed in all respects by Italian law.

For any dispute relating to this contract, the Court of Como will have exclusive jurisdiction.

## **17. Treatment of personal data**

The Parties undertake to punctually observe, each within the scope of their competence, the obligations deriving from the Personal Data Protection Regulation. The Personal Data of the signatories to the Contract will be processed in compliance with the rights of the interested parties referred to in articles 15-20 of Reg. (EU) 2016/679 (GDPR), Data Protection Law, and in compliance with the following: Personal Data will be processed exclusively for the purpose of executing the Contract, to fulfill legal obligations connected to it, for operational or management needs, as well as to provide news and information related to the activity carried out to third parties or to protect respective rights in court.

Within the scope of these purposes, Personal Data may be disclosed to third parties, such as public authorities





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(including judicial authorities), consultants, and external suppliers that the Parties make use of in the execution of the activities envisaged by the contract, such as accountants, auditors, labor consultants, and lawyers. The processing of Personal Data for the aforementioned purposes is necessary for the execution of the Contract. The Personal Data communicated in this way will be kept by the receiving Party for the time necessary for the execution of the Contract and, subsequently, for the duration of the applicable limitation period. The Parties will not process or use the personal data for purposes other than those necessary for the execution of this Agreement nor will they process the Personal Data for their own purposes.

Attachment 1 Price list

Valmorea, \_\_\_\_\_

Social Cooperative Sim-patia, Cooperative Company  
In the person of the pro tempore President.

Attachment n. 01

<b>WATER MONTHLY SUBSCRIPTION RATES per person (effective from 01/11/2022)</b>		
Single private course	Euro 135.00	
Couple private course	Euro 100.00	
NEO course	Euro 75.00	Minimum Number 2
Swimming course	Euro 75.00	Minimum Number 2
Acqua Dolce course	Euro 75.00	Minimum Number 2
Swimming pool entry subscription	Euro 60.00	(1 weekly entry at the time and day previously agreed upon registration)
	Euro 100.00	(2 weekly entry at the time and day previously agreed upon registration)

<b>TREATMENT RATES per session (effective from 01/11/2022)</b>	
Postural assessment integrated with DELOS	Euro 80.00
1st evaluation for definition of therapeutic plan/sheet	Euro 40.00
Hydrokinesitherapy	Euro 45.00
Physiokinesitherapy	Euro 40.00
Neuromotor rehabilitation	Euro 40.00
Massage therapy	Euro 40.00
Tecartherapy	Euro 40.00
Physiokinesitherapy with tecar treatment	Euro 45.00
Pancafit	Euro 40.00
Postural re-education	Euro 40.00
Individual Pilates	Euro 35.00
Osteopathic treatment	Euro 50.00
DELOS	Euro 50.00
Pressure therapy	Euro 35.00 single / Euro 300.00 (10 treatments bundle)
Lymphatic drainage	Euro 50.00
Nordic walking	Euro 120.00 (10 lessons bundle)
Nordic walking private lesson	Euro 30.00 per lesson
Weekly gym membership at the time and day previously agreed upon registration	Euro 30.00 1 weekly entry Euro 45.00 2 weekly entry
<b>MIRT RATES per session (effective from 01/11/2022)</b>	
<b>EVALUATIONS</b>	
First neurological visit	Euro 170.00
Neurological check-up	Euro 120.00
Complete neuropsychology (start/end/relationship)	Euro 220.00
Cognitive	Euro 150.00
Physiatrist	Euro 150.00
Motor (motor, proprioceptive and postural tests with report)	Euro 80.00
<b>TREATMENTS</b>	
Cognitive	Euro 50.00
Speech therapist	Euro 50.00
Psychologist/counselor session	Euro 45.00
Physiotherapy	Euro 40.00
Osteopathic	Euro 50.00



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DELOS postural reprogramming	Euro 50.00
Hydrotherapy	Euro 45.00
Hydrotherapy + oss assistance	Euro 55.00
Group motor activity (gym or pool)	Euro 20.00
Group music therapy	Euro 20.00
DRUMS ALIVE group (rhythmic-cognitive neuromotor activation)	Euro 20.00