



## Children & Adults Learn To Swim Terms & Conditions

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Welcome to X Lab! We thank you for your support.

By enrolling yourself or your child in our classes, you hereby agree to the below terms & conditions.

Please read them carefully.

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### **ENROLMENT**

Enrolment is on a per-term basis, with fees paid in full before the commencement of term. Class placements are not guaranteed until payment is received in full. As our classes usually fill up quickly, and waiting lists are common, we recommend making payment for your classes sufficiently in advance.

### **NEW STUDENTS**

Prospective students are entitled to one free trial class. Students may then enroll to join the next term in full, or the current term, subject to term schedule and seat availability. New students joining a current term will be eligible for a proration of the current term's fees (strictly for new joiners only).

### **REGISTRATION**

A registration fee of \$50 is payable per student to cover enrollment-related administration and processing. Upon receipt of the registration fee, students will receive a complimentary Welcome Kit consisting of X Lab swim cap, towel and drawstring bag. Contents of the Welcome Kit may vary over time, or with stock availability.

### **TERM FEES**

Fees are per term of 12 lessons, and apply only to the lesson and usage of the facility during the lesson. Any external costs for usage of the facility outside of lesson times, or for participating in additional events such as competitions, are to be borne by the student separately.

Price per 12-lesson term:

- Children: \$420 (weekdays); \$450 (weekends), subject to applicable GST
- Adult: \$450, subject to applicable GST
- One lesson per week
- 50 mins per lesson (45 mins for toddlers)

Term and registration fees paid are non-refundable and non-transferable. Payment can be made via PayNow or bank transfer.



## **WITHDRAWALS**

Withdrawals may only take place at the end of the term. We are strictly unable to provide refunds for early withdrawals.

Any credit balance (see below: Wet Weather & MC Credit) at the end of the term will be refunded to you at the end of the term, upon confirmation of your child's withdrawal.

## **PUBLIC HOLIDAYS**

Classes are not conducted on public holidays. For public holidays that fall on a Sunday, classes will not be conducted on both the Sunday, and the Monday (public holiday in-lieu).

Should there be fewer than 12 lessons in the term due to public holidays, term fees will be prorated according to the number of lessons in the term.

## **WET WEATHER & MC CREDIT**

A credit amount equal to the value of the lesson will be applied to your next term's fees, in the event of:

- Class canceled due to Wet/Inclement Weather. Please refer below for more details on our Wet/Inclement Weather policy; or
- If your child is unable to attend class due to illness supported by a Medical Certificate ("MC").  
Note: presentation of a valid MC is strictly required

You may check your credit balance at any time by contacting us through WhatsApp at [+65 9664 1955](tel:+6596641955).

## **CLASSES MISSED DUE TO ABSENCE WITHOUT MC**

We are unable to extend refunds or credits for classes missed without a supporting MC. Students missing classes without a supporting MC are entitled to a makeup class, subject to a maximum of 2 make-up classes per term.

## **MAKE-UP CLASSES**

A child is entitled to a make-up class for any absence not supported by MC, up to a maximum of 2 classes per term.

A make-up class booking link will be sent to you only after your child has been marked absent for the class. We are regrettably unable to allow for prebooking of make-up classes (i.e. for planned absences such as travel), as there is still the possibility of class being canceled due to Wet Weather. Make-up class entitlements are valid for as long as the swimmer is enrolled with X Lab.

For avoidance of doubt, the cap of two make-up classes per term is a strict cap, irrespective of the student's make-up history from previous terms. The make-up entitlement also only applies when the student has missed class. It cannot be used towards free additional classes or carried forward to future terms, and is not eligible for refund, credits or encashment, if not utilized.



### **CLASS CANCELLATION DUE TO WET/INCLEMENT WEATHER**

Classes may be canceled or shortened due to Wet/Inclement Weather, according to the below conditions:

- Lightning activity, as indicated by the lightning alert signal, causing a closure of pool by the management
- Heavy rain causing a closure of the pool by the management. If there is light rain, our coaches will evaluate whether lessons can continue.
- Haze indicated by NEA 24hr PSI and 1hr PM2.5 readings in the North region 1 hour before commencement of the class
  - 1hr PM2.5 > 100: closure of pool for the complete session.
  - 24hr PSI >150: closure of pool for the complete session.
  - 1hr PM2.5 >55 and 24hr PSI >100: closure of pool for upcoming class
  - 1hr PM2.5 <56 and 24hr PSI >100: class continues with adjusted intensity

Note: Children with chronic heart or lung conditions or sensitive breathing can opt to skip the class and request an additional deferment whenever 24hr PSI >100 independent of 1hr PM2.5 reading

Additionally, classes will be canceled if:

- There is Wet/Inclement Weather 15 minutes before the scheduled class start time. For example, a swim class scheduled at 1600 will be cancelled if Wet/Inclement weather persists at 1545; or,
- There is Wet/Inclement Weather throughout the first 15 minutes of class time

Announcement of class cancellation due to Wet/Inclement Weather will be made via WhatsApp to your registered mobile number no earlier than 15 minutes before the scheduled class start time. Management reserves the final decision to cancel classes.

Classes will not be considered as delivered, if less than 30 minutes of the class was conducted due to interruption by Wet/Inclement Weather.

Classes canceled or considered not delivered will be eligible for refund in the form of credit towards your next term's fees, or in the form of bank refund (for withdrawing students only).

### **CHANGE OF COACH & CLASS**

We may, as we deem necessary, change the coach for the class, for reasons including and not limited to: progression of class to a higher level and/or coach on leave/MC. We may, as we deem necessary, change the class in which the student is in, for reasons including and not limited to: perceived greater compatibility of the student with different peers.

### **AROUND THE POOL**

Parents/ guardians are requested to accompany their child to register their attendance before class and



not leave them unattended before or after their swim lesson. Our staff are unable to be responsible for children unattended before or after lesson time.

Parents/ guardians are requested to refrain from actively participating in the lesson, to enable the students and coaches to concentrate on the lesson. Our customer service office on deck would be most happy to receive your feedback any time during or after the lesson.

Parents accompanying your child to class are strictly required to comply with any requirements set forth by XCL World Academy, its staff or its security team. Parents are required to carry your X Lab security pass at all times, and present it upon demand to school security, failing which you may be refused entry, or asked to leave the premises immediately.

Parents and swimmers are permitted to access the pool grandstand, the corridor leading to the pool, and the school carpark only. Access to all other areas of the school are strictly prohibited by school regulations. Access to student bathrooms are restricted to swimmers only.

All students, regardless of age, gender or religion, are required to wear proper swimming attire made of materials specifically intended for swimming. We reserve the right to ask students who are inappropriately dressed to leave the pool.

Eating during lessons is strictly prohibited. Please refrain from bringing food to the pool deck.

Children who are not toilet trained must wear a reusable swim diaper.

Students are responsible for any personal belongings brought to classes. We are unable to be responsible for loss and/or damage of students' personal belongings.

All parents and students are required to strictly observe all prevailing Safe Management Measures set forth by the relevant authorities and facility owners.

#### **RELEASE OF PHOTOS & VIDEOS**

X Lab may take photographs and/or video recordings of our classes and our students and/or parents/guardians for educational, training and promotional purposes.

By enrolling your child in our swim classes, you hereby irrevocably grant us and our agents permission to use your image in whole or in part, without payment or any other consideration, and waive any right to inspect or approve the finished product wherein your likeness appears.

Should you wish for you or your child to not be featured in any educational, training and/or promotional materials, please email us at [swim@xlab.com.sg](mailto:swim@xlab.com.sg)

#### **ASSUMPTION OF RISK**

Your child will be engaging in swimming lessons at X Lab. As with all swim programs, there exists the risk of tripping, falling, slipping, drowning, and other risks not known to us, or not reasonably foreseeable risks that could result in serious injury and/or death.



By enrolling your child in our swim classes, you agree to hold X Lab harmless from and against all claims, costs, expenses and liabilities, including attorney fees, for injury to person or property arising in connection with your child's participation in activities conducted by us.

Parents concerned about medical costs and other expenses related to potential injury are advised to purchase a personal accident policy for their child.

#### **WAIVER OF RIGHTS & RELEASE OF LIABILITY**

By enrolling your child in our swim classes, you hereby release, waive and discharge X Lab and our employees and agents from all losses, damages, claims, costs, expenses and liabilities, including attorney fees for injury to person or property arising in connection with your child's participation in swimming activities. However, this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of X Lab.

#### **SEVERABILITY**

If any portion of these Terms & Conditions are held invalid, it is agreed that the balance shall continue in full legal force and effect.

The above Waiver and Release of Liability is understood, and recognized as a legally binding Agreement on behalf of yourself, your child and guardians of your child to freely giving up substantial rights and assuming all risk of injury, death and property damage.

#### **DATA PROTECTION NOTICE**

By enrolling your child in our swim classes, you hereby agree to X Lab's Data Protection Notice, which sets out the basis on which we may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act. Our Data Protection Notice can be read in full at: [www.xlab.com.sg/dataprotection](http://www.xlab.com.sg/dataprotection)

#### **OTHERS**

We reserve the right to terminate/suspend your membership and/or swimming lessons without notice should any of the above conditions be deemed to be contravened. X Lab reserves the right to amend the guidelines and policy from time to time, without prior notice at its sole discretion.