



## **Children Learn To Swim Programme Terms & Conditions**

**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.**

---

### **Terms & Conditions**

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

Please read them carefully.

- Enrolment / New Students & Registration fees
- Make-up lesson policy
- Extended illness & medical certificates
- Withdrawals
- Re-enrolling
- Class Cancellation due to Wet/Inclement Weather
- Public & School Holidays
- Change of Coach & Class
- Swimming Attire
- Pool Behaviour
- Photography and Video Images
- Parental Supervision
- Assumption of Risk
- Waiver of Rights and Release of Liability
- Severability
- Data Protection Notice
- Others

### **Enrolment / New Students & Registration fees**

- Term and registration fees paid are strictly non-refundable and non-transferable.
- Fees 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 strictly prohibited.
- A registration fee is payable for each newly registered student to cover enrolment-related admin and processing. Upon receipt of the registration fee, students will receive a complementary Welcome Kit consisting of a X Lab swim cap and towel. Contents of the Welcome Kit may vary over time, or with stock availability.



*\*\*Students who enrol will be required to pay for a full term of classes (Unless the sign up is done after the term has commenced. In this case, the fee will be pro-rated accordingly).*

*Students who join from Lesson 7 onwards of the current term will be required to pay a pro-rated fee for the remaining lessons of the term, as well as the full fee for the following term.*

Your child's spot in the class is only secured once full payment has been received. Making payment also means that you have acknowledged and accepted the terms and conditions stated.

### **Make-Up Lesson Policy**

- All students are eligible for only two make-up class tokens per term.
- No refunds will be provided for any unused make-up class tokens, if any.
- Make-up class tokens cannot be transferred to any other programme or siblings.
- Make-up class tokens are only available to actively registered students who do not have any outstanding fees.
- All make-up class tokens must be used up within the same term. A make-up class schedule will be given at by the second week of each term. Students who are unable to attend the last lesson of the term will have the option of replacing the class on the 13 week, before the start of the next term.
- Make-up class tokens can be used for missed classes due to MCs or any other valid reasons (e.g., travel, personal matters, etc.). There is no need to submit a medical certificate (MC).
- There will be no refunds on expired or unused make-up class tokens. Any outstanding make-up(s) will be forfeited after the date of the student's last lesson of the current term.
- Withdrawing and rejoining the programme at any time will reset the number of make-up lessons.
- Make-up class tokens cannot be used to offset the fee of the following term.
- Availability of make-up classes is not guaranteed, and dependent on the availability of vacancies for the requested slots.
- No rescheduling is allowed once a make-up class is scheduled, and will be forfeited if there is an absence from the make-up class that has been booked.
- Make-up lessons that are missed or cancelled will not result in a refund, credit or a further make-up lesson.

Having said that, please understand that the key to swimming progress is consistency. Therefore, please honour the spirit of this privilege and only use it for illness or an occasional special event.



### **Extended Illness & Medical Certificates**

For extended illness or injury, please contact X Lab directly via Whatsapp or email. Remember to attach the medical certificate to the memo. A member from the team will get in touch to discuss the options for the remainder of the term. Note that these circumstances are evaluated on an individual basis.

Please note the following:

- Backdated medical certificates, without prior knowledge to X Lab, will not be accepted.
- Presenting a medical certificate for classes missed, without giving 6 hours' notice of absence prior to the class, will not result in extra make-up classes .
- Presenting a medical certificate will not result in a refund unless you wish to apply for an enrolment withdrawal.
- Credits or refunds will not be issued for absences due to COVID isolation. Students will be able to apply for make-up classes.

### **Withdrawal**

- Withdrawals may only take place at the end of each term (Learn to Swim) / month (only applicable Development). We are strictly unable to provide refunds for early withdrawals.
- Notice must given via email (by the 10th lesson of the current term) to withdraw from the programme. All make-up classes, if any, must be fulfilled and no monetary refunds will be given.
- Make-up class tokens will not be granted for missed classes prior to written notification. Cancellations will not be processed until any outstanding out amounts owing are paid in full.
- Withdrawal due to medical reasons will be actioned as soon as a formal written notice of withdrawal is sent. No verbal notice of changes or cancellation will be accepted.

### **Re-Enrolling**

To confirm your enrolment, payment must be received by the due date. If payment has not been received by this time, your child(ren)'s spot in the class will be deemed vacant and offered to other applicants who are interested in joining the class. Students who are re-enrolling remain in their class unless they have been advised to upgrade to another level.

An invoice will be sent to you via email at least two weeks prior to the end of the current term that will indicate the term dates, lesson times, and fees. If you do not wish to enrol, please notify X Lab ASAP.



### **Cancellations due to Inclement Weather**

Classes will only be cancelled in the event of a thunderstorm with lightning in close proximity to the pool or severe cyclonic weather. Classes will continue as scheduled in wet weather/ rain.

There are times when X Lab may be required to cancel the class or reschedule the class time as a safety precaution once classes have commenced.

**\*\*If a lesson has completed at least 50% of the class time, no make-up session will be given. There will be no dryland lessons or activities conducted for Preschool, Beginner and Intermediate Swim Programmes.**

If a class is cancelled or incomplete due to inclement weather, the fee will be credited toward the next term's payment, up to a maximum of three (3) classes. Any additional cancelled classes will be forfeited.\*\*

Only for Development Squad: There will be no compensation or make-up for the students. Lessons for them will commence with coaches conducting dry land drills, mobility exercises and theory classes.

### **No refunds will be given due to cancellations from a weather event for all students.**

All parents/ carers will be notified at least 15 minutes prior the class start time if classes need to be cancelled due to weather. Otherwise, please assume swimming classes are still ongoing.

Reasons for class cancellation by X Lab:

- 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 pool vicinity 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\*\*
- *Learn to Swim: if pool is closed during first 2 classes, the 3rd class of that session gets cancelled*
- **\*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**



Swim classes will be cancelled 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.

#### **Cancellations due to Pool Equipment Failure or Absence of Coach**

In the event of pool equipment failure or the absence of a suitable coach leading to the cancellation of scheduled classes, our team will notify affected students soon as possible.

**As equipment failure is often out of our control, we will endeavour to ensure that the students receive the full value of their purchased classes:**

1. **Students from the affected classes must choose to attend any of the scheduled make-up classes within the term, subject to availability.**

**Please note that in the event of a lesson cancellation, X Lab will not provide monetary refunds.**

We understand that scheduling make-up classes can be challenging, and we are committed to working with affected students to find suitable alternative times.

If your child's lesson is affected by equipment malfunction, you will receive a notification with details about the cancellation and instructions for scheduling a make-up lesson. Our team will be available to assist you in rescheduling and addressing any concerns you may have.

#### **Public and School Holidays**

Classes do not run on public holidays or term school holidays. Please refer to the term schedule. Holiday swim camps are conducted during school holidays, which can be enrolled into separately. Please follow us on Instagram for updates (@sportschooing / @swimlab / @xlab / @centreformovement).

#### **Coach and Time Changes**

X Lab reserves the right to change coaches or move students if the need arises. Although we strive to maintain consistency with coaches, this is not always possible.

**Swimming Attire**

All students who are not fully toilet trained must wear correct swim diapers whilst in the pool. All students (except for those in the parent-child classes) are required to wear a swim cap. It is recommended that all students (except babies) wear goggles. Please refrain from dressing your child(ren) up in board shorts, rash vests, or bikinis for swim classes.

**Pool Behaviour**

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.

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.

**Pool Behaviour at XCL World Academy**

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.

### **Photography and Video Images**

Photographs or video footage are not allowed to be taken of a child or children whilst the swimming class is in session or at the swimming pools. Parents and relatives/friends wishing to take images of their child/ren during class must obtain consent from all other parents or guardians whose children are in the same class and X Lab.

Any photographic or video footage taken by staff is used strictly in-house for training purposes only. Parental permission will be obtained for any photographs to be used in the newsletter, marketing material, or on the website.

### **Parental Supervision**

All children enrolled in our *Learn to Swim* programme must be accompanied by a parent or guardian older than 16 years while at the swimming centres. They must also be collected by a parent or guardian at the end of each lesson and cannot be left unattended at the pool side. No child may enter the water until a teacher is present.

### **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.

### **Waiver of Rights and 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 [here](#).

**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.