



**X LAB PRO PTE LTD GUIDELINES AND TERMS & CONDITIONS**

**PACKAGE-BASED PROGRAMS: LEARN TO SWIM (KIDS & ADULTS)**

**DEFERMENT OF CLASS DUE TO VOLUNTARY ABSENCE**

All students who have made a single block payment for 10 or more lessons are entitled to receive a maximum of two (2) Deferments per 10 lessons purchased. Each Deferment may be used to defer a student's regular class for one week, without any deduction of class from their package for reasons of scheduling conflict, illness not supported by a Medical Certificate, or any other unspecified reason.

**DEFERMENT OF CLASS DUE TO ILLNESS**

Students who miss class due to illness are entitled to a deferment of their classes for the duration of their Medical Certificate. A valid and original Medical Certificate will need to be presented to our staff. Suspensions without a valid Medical Certificate will fall under Deferment due to Voluntary Absence above.

**DEFERMENT OF CLASS DUE TO INCLEMENT WEATHER**

Classes may be cancelled or shortened due to Inclement Weather, according to the below conditions.

**Definition of Inclement Weather**

Haze indicated by NEA 24hr PSI and 1hr PM2.5 readings in the South 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 \*\*

\* 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

\*\*\* Management reserves the final decision to cancel classes

In-pool swim training may be temporarily suspended in cases of lightning or heavy rain. In such circumstances, land training will be conducted. Heavy rain or lightning is therefore not considered Inclement Weather.

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| <b>Class Cancellation</b>       | <p><b><u>Inclement Weather 15 minutes BEFORE stipulated class start:</u></b><br/>Swim classes will be cancelled if inclement weather persists 15 minutes before stipulated class commencement time. For example, a swim class scheduled at 1600 will be cancelled if inclement weather persists at 1545. Classes cancelled 15 minutes or more before stipulated class start due to Inclement Weather will not be considered conducted and will not be deducted from your class package.</p> <p><b><u>Inclement Weather WITHIN 15 minutes of starting class:</u></b><br/>Swim classes will be cancelled should there be 15 minutes of consistent inclement weather from the stipulated class commencement time and substitute land training is unable to be conducted. In such circumstances, class will not be considered conducted and will not be deducted from your class package.</p> |
| <b>Conducted Classes</b>        | <p>Class is considered conducted if either: (i) at least 30 minutes of swim class has been conducted, or (ii) land training has been provided in lieu of swim class.</p> <p>Classes not considered conducted will be deferred to the following week, and not deducted from your class package. Classes considered conducted will not be eligible for any refunds, deferments or waivers.</p>  |
| <b>Students/Parents to Note</b> | <p>Should class be cancelled due to Inclement Weather, please note that we are unable to contact parents and students individually to update you on the status of the class. Parents will be informed via our Facebook page at: <a href="http://www.facebook.com/xlabswimming">www.facebook.com/xlabswimming</a></p> <p>As weather can change quickly and unpredictably, any decision to cancel class due to Inclement Weather will only be made 15 mins prior to class start.</p> <p>We appreciate your understanding that we are unable to cancel classes at the personal preference of parents/students.</p> <p>We may initiate, at the discretion of X Lab management, to cancel the class in advance if we so deem necessary.</p>  |

#### **DEFERMENTS**

Classes deferred due to Absence, Illness or Inclement Weather will be conducted at the following instance of the student's regular lesson timing.

Deferments are non-transferable and may not be exchanged for cash.

#### **PUBLIC HOLIDAYS**

Classes are not conducted on public holidays. Classes whose regular schedule would fall on a public holiday will not be conducted and therefore will not be deducted from your class package.

#### **PAYMENT**

Fees are to be paid in full before commencement of your first lesson. 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.

Fees are for a block of 10 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.

Fees paid are non-refundable and non-transferable. Payment can be made via Cash, NETS, PAYNOW, PayLah!, Bank Transfer and Cheque.

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

X Lab 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.

X Lab may, as we deem necessary, change the class in which the student is in, for reasons including and not limited to: progression of student to a higher level and/or 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.

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 that is 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. X Lab is 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 send us an email 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.

### **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 this Agreement is 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**

X Lab reserves 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.