



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

**MONTHLY FEE-BASED PROGRAMS: COMPETITIVE SQUAD & ADULT MASTERS**

**PAYMENT**

Fees are to be paid in full before commencement of your first training session. Session placements are not guaranteed until payment is received in full. As our sessions usually fill up quickly, and waiting lists are common, we recommend making payment for your training sessions sufficiently in advance.

Fees are per calendar month, and apply only to the training and usage of the facility during the training. Swimmers starting in the middle of the month are eligible for prorated fees, based on the remaining calendar days in the month. Any external costs for usage of the facility outside of training times, or for participating in additional events such as competitions, are to be borne by the swimmer separately.

Fees should be paid by the 25th of the month for the following month. Fees paid are non-refundable and non-transferable. Payment can be made via Cash, NETS, PAYNOW, Bank Transfer and Cheque.

**CANCELLATION OF TRAINING DUE TO INCLEMENT WEATHER**

Training 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 training

- 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 session
- 1hr PM2.5 <56 and 24hr PSI>100: training continues with adjusted intensity

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.

<b>Class Cancellation</b>	<p><b><u>Inclement Weather 15 minutes BEFORE stipulated class start:</u></b> Training will be cancelled if inclement weather persists 15 minutes before stipulated class commencement time. For example, training scheduled at 1600 will be cancelled if inclement weather persists at 1545.</p> <p><b><u>Inclement Weather WITHIN 15 minutes of starting class:</u></b> 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.</p>
<b>Students/Parents to Note</b>	<p>Should training be cancelled due to Inclement Weather, please note that we are unable to contact parents and swimmers individually to update you on the status of the class. Your coach will advise you as to how to receive notifications for cancellations due to Inclement weather.</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/swimmers.</p> <p>We may initiate, at the discretion of X Lab management, to cancel the class in advance if we so deem necessary.</p>

#### **PUBLIC HOLIDAYS**

Training is not conducted on public holidays. There will be no refunds, discounts or proration of fees for training not conducted on public holidays.

#### **TRAINING AFFECTED BY SAFE MANAGEMENT MEASURES**

Training is subject to prevailing government-mandated Safe Management Measures, as set forth by Sport SG and the Singapore Swimming Association. In the event that prevailing Safe Management Measures affect the conduct of training, we will endeavour to conduct training of similar value within the permit of the Measures.

#### **ADJUSTMENTS TO FEES**

We are unable to offer refunds, discounts or prorating for training not attended due to swimmer voluntary absence or illness, for classes not conducted on public holidays, or for classes cancelled due to Inclement Weather.

In the event of training affected by government-mandated Safe Management Measures, fees may be adjusted according to the nature of the replacement training, if any. Such fee changes will be communicated to you prior to the changes in training.

#### **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 refrain from actively participating in the training, to enable the swimmers 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 swimmers, 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.

Swimmers 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 swimmers 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 swimmers and/or parents/guardians for educational, training and promotional purposes. By enrolling yourself/your child in our swim training, 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**

You/your child will be engaging in swim training 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 yourself/your child in our swim training, 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 you/your child's participation in activities conducted by us.

## **WAIVER OF RIGHTS AND RELEASE OF LIABILITY**

By enrolling yourself/your child in our swim training, 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 yourself/your child in our swim training, 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 swim training 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.