

X LAB PRO PTE LTD GUIDELINES AND TERMS & CONDITIONS

24-HOUR NOTICE OF CANCELLATION

Parents/swimmers who made advance booking for private classes from May 16 to June 13 are to give X Lab Pro 24-hour advance notification when cancelling the class. Parents/swimmers who give less than 24-hour advance notice will have i) 1 group class deducted from their existing package or ii) \$37.50 charged.

MEDICAL CERTIFICATE

Students who miss class due to illness will not be charged for the class, upon production of a valid and original Medical Certificate.

BAD WEATHER

Classes may be cancelled or shortened due to Inclement Weather, according to the below conditions. We are unable to offer refunds by Inclement Weather.

Definition of Inclement Weather

Lightning activity as indicated by the lightning alert signal causing a closure of pool by the management.

Heavy rain causing a closure of pool by the management. If there is light rain, our coaches will evaluate whether lessons can be continued.

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 make up class whenever 24hr PSI >100 independent of 1hr PM2.5 reading

*** Management reserves the final decision to cancel classes

Class Cancellation	<p>Inclement Weather 30 minutes BEFORE stipulated class start:</p> <p>Swim classes will be cancelled if bad weather persists 30 minutes before stipulated class commencement time. For example, a swim class scheduled at 1600 will be cancelled if inclement weather persists at 1530. Classes cancelled 30 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>Inclement Weather WITHIN 15 minutes of starting class:</p> <p>Swim classes will be cancelled should there be 15 minutes of consistent inclement weather from the stipulated class commencement time. In such circumstances, students may return home and any remaining lesson time undelivered may be carried forward to a subsequent class, subject to availability</p>
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Students/Parents to Note	<p>Should class be cancelled due to Inclement Weather, parents will be informed via our phone or WhatsApp.</p> <p>Any remaining lesson time undelivered may be carried forward to a subsequent class, subject to availability</p> <p>As weather can change quickly and unpredictably, any decision to cancel class due to Inclement Weather will only be made 30 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 Pro management, to cancel the class in advance if we so deem necessary.</p>
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SAFE MANAGEMENT: COVID'19 RESTRICTION MEASURES

By enrolling your child in our swim classes, you hereby agree to comply with all prevailing Safe Management guidelines pertaining to the conduct of our class and your actions in our facility.

These include, but are not limited to:

- Entry to facility
 - All persons age 7 and above entering the facility are required to check-in using TraceTogether-only SafeEntry
 - You will not be permitted to enter the facility if any of the below apply to you:
 - Have tested positive for COVID-19 or had a close contact with a known or suspected case of COVID-19 in the last 21 days
 - Currently have fever or flu like symptoms (cough, sore throat, fever or shortness of breath)
 - Are feeling unwell, or are serving Stay Home Notice (SHN) or Quarantined Order
 - Have a temperature above 38°
 - Entry to the facility is also subject to prevailing venue capacity limits
- Conduct of classes

- Per Sport SG guidelines, classes may only be conducted as 1 coach to 1 swimmer only. Parents and observers are not permitted to participate in the class. If 1 hour class is split between siblings (up to 2), The class must be conducted as two distinct 1-on-1 classes
- Safe distancing of 3 metres from other groups of swimmers must be observed at all times.
- Swimmers are required to put their masks on as soon as they exit from the water
- You agree that any refusal or inability to comply with the Safe Management guidelines may result in the cancellation of class or your removal from the premises.

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 paid are non-refundable and non-transferable. Payment can be made via Cash, NETS, PAYNOW, PayLah!, Bank Transfer and Cheque, or through the deduction of existing group package at a rate of 2 group classes for 1-hour private class (for the period May 16 - June 13 only; rates are subject to change thereafter).

CHANGE OF COACH & CLASS

X Lab Pro 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 Pro 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 Pro is unable to be responsible for loss and/or damage of students' personal belongings.

RELEASE OF PHOTOS / VIDEOS

X Lab Pro 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

ASSUMPTION OF RISK

Your child will be engaging in swimming lessons at X Lab Pro. 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 Pro 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 Pro 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 Pro.

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 Pro'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: <http://bit.ly/xlab-data>

OTHERS

X Lab Pro 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 Pro Pte Ltd reserves the right to amend the guidelines and policy from time to time, without prior notice at its sole discretion.