



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

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

#### **FEES & PAYMENT**

##### **Monthly Training Fees**

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. Fees cannot be prorated and must be paid for the full month, regardless of intended or actual attendance, with the sole exception of swimmers newly joining in the middle of the month, who shall be 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.

##### **Private Lessons**

Swimmers booking private lessons with X Lab coaches will be invoiced by X Lab and should make payment to X Lab directly. Private lesson rates are available upon request, and shall be deemed accepted by any swimmer participating in the lesson.

##### **Event and Membership Fees**

Where required by the Singapore Swimming Association (SSA) or other organizers, X Lab may also make payment on swimmers' behalf for fees related to participation in meets. Fees for swimmers will be billed back to the swimmer at cost, with the exception of relay fees which will be paid for by X Lab. By participating in an event, the swimmer agrees to pay all fees related to his/her participation in the event, including event fees, entry fees and any penalty fees for missed time standards or no-show. X Lab reserves the right to require swimmers to swim in specific meets and/or events, if deemed beneficial for the swimmer.

##### **Equipment and/or Gear Purchases**

From time to time, X Lab may purchase equipment and/or gear on swimmers' behalf. Any equipment purchases will be billed back to the swimmer, following which the equipment shall be considered the property of the swimmer.

X Lab may also offer equipment and/or gear (e.g. swim cap with club logo) for optional purchase by swimmers on a retail basis. Prices for such retail items are available upon request, and are deemed to be accepted by any swimmer receiving the item.

### Starter Kit

All new joiners shall be required to purchase an X Lab competitive squad starter kit, consisting of two t-shirts, two swim caps, one jacket, one bag and one swimsuit. Contents and pricing of the starter kit may vary according to stock availability, but prevailing details shall be made known to the swimmers at the point of joining.

### General

All fees paid are non-refundable and non-transferable. Payment can be made via PayNow or Bank Transfer.

A monthly invoice comprising all applicable fees (as applicable) shall be sent to each swimmer by the 14th of each month. All fees are to be paid by the 1st of the following month, or on the date stipulated on the invoice, whichever is earlier. X Lab reserves the right to charge a \$20 per month late payment penalty for any invoice overdue by 30 days or longer. Swimmers with invoices overdue for 90 days or longer will be suspended from training and all club activities until payment is made.

### CANCELLATION OF TRAINING DUE TO INCLEMENT WEATHER

Training may be canceled or shortened due to Inclement Weather, according to the below conditions.

<b>Definition of Inclement Weather</b>	<p><u>Haze</u> indicated by NEA 24hr PSI and 1hr PM2.5 readings in the North region 1 hour before commencement of training</p> <ul style="list-style-type: none"><li>- 1hr PM2.5 &gt; 100: closure of pool for the complete session</li><li>- 24hr PSI &gt;150: closure of pool for the complete session</li><li>- 1hr PM2.5 &gt;55 and 24hr PSI &gt;100: closure of pool for upcoming session</li><li>- 1hr PM2.5 &lt;56 and 24hr PSI&gt;100: training continues with adjusted intensity</li></ul> <p>X Lab reserves the final decision to cancel classes.</p> <p>In-pool swim training may be temporarily suspended in cases of lightning or heavy rain. In such circumstances, land training will be conducted. <u>Heavy rain or lightning is therefore not considered Inclement Weather.</u></p>
<b>Class Cancellation</b>	<p><b><u>Inclement Weather 15 minutes BEFORE stipulated class start:</u></b> Training will be canceled if inclement weather persists 15 minutes before stipulated class commencement time. For example, training scheduled at 1600 will be canceled if inclement weather persists at 1545.</p> <p><b><u>Inclement Weather WITHIN 15 minutes of starting class:</u></b> Swim classes will be canceled 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>

<p><b>Students/Parents to Note</b></p>	<p>Should training be canceled 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>
<p><b>PUBLIC HOLIDAYS</b></p>	
<p>Training is not conducted on public holidays. There will be no refunds, discounts or proration of fees for training not conducted on public holidays.</p>	
<p><b>TRAINING AFFECTED BY SAFE MANAGEMENT MEASURES</b></p>	
<p>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.</p>	
<p><b>ADJUSTMENTS TO FEES</b></p>	
<p>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 canceled due to Inclement Weather.</p> <p>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.</p>	
<p><b>CHANGE OF COACH &amp; SQUAD</b></p>	
<p>X Lab may, as we deem necessary, change the coach for the swimmer, for reasons including and not limited to: movement of swimmer to a different squad and/or coach on leave/MC.</p> <p>A swimmer's squad assignment shall be at the sole discretion of X Lab, based on factors including, but not limited to, swim performance, training commitment and compatibility.</p>	
<p><b>AROUND THE POOL</b></p>	
<p>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 team would be most happy to receive your feedback any time during or after the lesson.</p> <p>Parents accompanying your child to training 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.</p>	

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 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 and other physical 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 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.