

# TERMS AND CONDITIONS

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## KIDS CLASS POLICY

### Withdrawal and Refunds

- No refund of any fees will be made for any class missed by a student under any circumstances.
- No refund of any fees will be made for any withdrawal by a student from any program. A request for refund may be submitted to SwimSparks if the reason for withdrawal is due to medical reasons supported by certified medical documents. SwimSparks reserves the right to accept or reject any request for refund after assessing the circumstances on a case-by-case basis and its decision will be final.
- Where a student is unable to attend a swimming class for more than two (2) weeks or wish to discontinue the swimming class, the student shall notify SwimSparks at least a day before or latest by 2359hr (11.59pm) prior to the commencement of such swimming class. Failure to provide such notification within the allocated timeframe will result in the student being charged for the swimming class.

### Conduct of Students

- Students must diligently follow and observe all rules, guidelines of etiquette, discipline, conduct, attire and procedure set by SwimSparks from time to time.
- Students are required to observe punctuality in attending classes.
- SwimSparks reserves the right to terminate a student from any program if he/she, in SwimSparks's sole opinion, has discipline problems that affects the rest of the students. There will be no refund of any fees.

### Classes

- SwimSparks reserves the right to change or cancel a scheduled class, or to change the instructor, when necessary.
- Upon any occurrences of lightning near the venue during a swimming class, such class will immediately stop and is deemed to be cancelled.
- Where such cancellation due to lightning occurs during a Swimming Class that has been ongoing for less than twenty-five (25) minutes, the Participants will be entitled to a make-up class at a later date.
- Where such cancellation occurs during a Swimming Class that has been ongoing for more than twenty-five (25) minutes, the swimming class will continue at any sheltered areas at the Venue or bringing the remaining time over to the next class.



- Any cancellation of class will be re-scheduled by SwimSparks . This may be re-scheduled to a different day and/or a different time from when the class was originally scheduled.

### **Make Up/Rescheduling Classes and Illness Policy**

- Where a student fails to inform SwimSparks of any cancellation or postponement of swimming class within the timeframe of six (6) hours, the student will be charged for the swimming class and no make-up class will be provided. A request for a make up class may be submitted to SwimSparks if the reason of postponing/cancelling of swimming class is due to medical reasons supported by certified medical documents. SwimSparks reserves the right to accept or reject any request after assessing the circumstances on a case-by-case basis and its decision will be final. If SwimSparks approved on the request of a make up lesson, SwimSparks will return a credit to the student where they can arrange and reserve a slot for a make up lesson in the schedule.
- If a student fails to inform SwimSparks of any cancellation or postponement of swimming class within the timeframe and happens that the lesson has to be postponed/cancellation due to any occurrences of lightning, SwimSparks will return a credit to the student.

### **Indemnity**

- Every care will be taken to ensure the wellbeing of the students during class. However, classes may be physically strenuous and participation is based on an understanding and knowledge that there is risk of personal injury. SwimSparks shall not be liable for any loss, damage, injury, death, penalty, cost, expense and/or any other consequences arising from and/or in connection with any of its classes or programs to the fullest extent as may be permitted under the applicable laws and regulations.
  - You agree at all times to indemnify and hold harmless SwimSparks, its management, members and staff against all losses, liabilities, claims, actions, proceedings, orders, penalties and costs (including legal costs on a full indemnity basis) howsoever arising in connection with these terms and conditions.
- Other general **Terms and Conditions** apply.

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Thank you for your understanding, and we sincerely seek your cooperation. Once again, we truly appreciate the continuous support from all parents and students.

If you have any questions, please feel free to drop us a message.