

## Terms and conditions swimming pool De Smagtenbocht

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#### **1. General information**

- a) At swimming pool De Smagtenbocht you can take swimming lessons or swim recreationally. Payment of swimming lessons is arranged by a membership (see article 5). When swimming recreationally it's possible to buy a single entrance ticket or to use our '10-badenkaart' with which you can visit the pool 10 times. A refund on tickets that have been purchased at an earlier time is not possible.
- b) Any information provided is always without prejudice, this includes modifications and printing errors.
- c) We reserve the right to increase prices on or about the 1<sup>st</sup> of January of every year. We will communicate this via e-mail, our website and our general flyer.
- d) We reserve the right to (partly) close the facilities or (temporarily) alter the opening times in case of calamities or maintenance work.
- e) The facilities of Hydra Sport have certain house rules which must be followed (see article 12)

#### **2. In case of illness**

- A) When you are unable to attend lessons due to illness we ask you to let us know beforehand by sending an e-mail to [info@zwembad-bladel.nl](mailto:info@zwembad-bladel.nl) or telephone 0487-387003. Only when this procedure is followed will it be possible to attend missed lessons at another point in time.
- B) When you temporarily want to stop your lessons we ask you to let us know as soon as possible and we ask you to consult with the location manager. We cannot guarantee that your group and/or lesson time will still be the same when you want to resume your lessons.
- C) When you resume your lessons we ask you to let us know in a timely manner so we can arrange a suitable lesson time and place.

#### **3. Catching up on lessons**

- a) When you are unable to attend lessons due to illness and you have notified us of this fact beforehand, it is possible to catch up on these lessons at another point in time. To arrange this you will consult with your swimming instructor. You will receive a voucher for these lessons. These vouchers are only redeemable at Swimming pool De Smagtenbocht.

- b) You can't save up these vouchers. You can use them for an extra lesson, not as a method of payment. When you are unable to use your voucher you can consult with the location manager.
- c) Vouchers have to be used before the swimming exam. When you stop your lessons after your swimming exam it is no longer possible to redeem the vouchers. A refund on vouchers is not possible.

#### **4. Holiday period**

In 2019 we are closed on the following dates:

- |   |   |
|---|---|
| 3 <sup>rd</sup> up to and including 5 <sup>th</sup> March     | 9 <sup>th</sup> and 10 <sup>th</sup> June                             |
| 21 <sup>st</sup> and 22 <sup>nd</sup> April                   | 6 <sup>th</sup> July up to and including 11 <sup>th</sup> August      |
| 27 <sup>th</sup> April  | 24 <sup>th</sup> December up to and including 1 <sup>st</sup> January |
| 30 <sup>th</sup> May up to and including 2 <sup>nd</sup> June |   |

#### **5. Payment of swimming lessons**

- a) Payment is done monthly by direct debit. When you sign up via the website you can authorize us to collect the tuition fee.
- b) The first amount will be calculated from the start date plus the subsequent months that you will be taking lessons. The tuition fee will be collected monthly, at or around the first of the month.
- c) We would like to draw your attention to the fact that the first amount can be higher than usual because it is possible to start halfway through a payment period. The start-up fee will be added to the first monthly payment.
- d) Because of the holiday period the adjusted amount for July and August will be collected fully on or around the first of July.
- e) When we are unable to collect by direct debit you will receive an invoice for the amount of 5 euros for administration costs.
- f) We include one day where the pool is closed because of a national holiday in the tuition fee. You will receive a voucher for other days when the pool is closed.

#### **6. Continuing authorization SEPA collection**

- a) By agreeing to payment by direct debit you authorize Swimming pool De Smagtenbocht to collect an amount from your account due to a subscription. You authorize your bank to collect an amount from your account which corresponds with the mandate of Swimming pool De Smagtenbocht. If you don't agree with a collection you can revoke the amount. Contact your bank within eight weeks of revocation. Ask your bank about their terms and conditions. When you terminate your subscription direct debit will be stopped.
- b) In case of payment revocation we will assume that you yourself will make sure full payment is made for overdue tuition fees. This needs to be done within four days of payment revocation.
- c) When payment is not made after said four days you will receive a notification for which we will charge 5 euros administration costs.
- d) We will send reminders of overdue tuition fees by phone or in writing. Overdue tuition fees have to be paid in full within a period that is to be determined.
- e) When overdue tuition fees are not paid after the first reminder, we are authorized to stop the swimming lessons. Any unpaid tuition fees must still be paid in this case.
- f) When the amount due is not paid in full after the first reminder, we reserve the right to collect payment via a third party. All expenses plus interest will be added to the amount due.
- g) We reserve the right to adjust these terms within the legal limits.

**7. Additional payments via ‘Stichting Leergeld’, funds and/or organizations**

It is possible to take swimming lessons with us via several funds and/or organizations. One of these organizations is ‘Stichting Leergeld’. You yourself must apply for compensation with Stichting Leergeld. Then we will confer with Stichting Leergeld and make an estimate as to how many lessons will be compensated. It can occur that the amount of compensated lessons are not enough to receive a diploma. In that case you can apply for compensation again or pay the amount due for the remaining lessons yourself.

**8. Cancellation period**

You can cancel your subscription per payment period. Your cancellation must be complete at least one month before the start of a new payment period so your cancellation can be processed. For example: If you want to cancel your subscription per the first of March, you must make sure you cancel on February the first at the latest. When we receive your cancellation after this date next month’s classes will still be charged. You can cancel your subscription by sending us a letter or sending an e-mail to: [info@zwembad-bladel.nl](mailto:info@zwembad-bladel.nl)

**9. Try-outs and diploma Swimming lessons ABC**

- a) The swimming instructor is the only one who decides whether a child can advance to try-outs and the swimming exam.
- b) The swimming exam is conducted within the norms of the NRZ. Swimming diplomas are recognized throughout the country.
- c) When the participant can take the swimming exam he or she will receive a written invitation with the date of the exam and other practical information.
- d) The diploma fee must be paid before the exam takes place. It is not possible to take the swimming exam if the diploma fee or outstanding tuition fees have not been paid in full.
- e) If the participant fails the swimming exam the location manager will discuss the options with the pupil and parents/guardians.

**10. Protection of privacy**

To guarantee the quality of swimming lessons it is important to have access to some personal information. The information we need has been given to us via the application form. Bank details will only be used for direct debit when we have been authorized to do so.

We try our utmost to act within the law ‘Wet Bescherming Persoonsgegevens (WBP) and therefore will only use personal details for the purpose of organizing swimming lessons. The information is only accessible to our administrative staff. We will treat your personal details with the greatest of care and will under no circumstances give them out to a third party.

By checking the box you are authorizing us to process your personal details. You can revoke this authorization at all times. When you want to revoke your authorization you must do this in writing (letter or e-mail).

When you are no longer taking lessons your personal details will be made ‘non-active’. Your personal details will be saved up to two years in case the pupil wants to take lessons again. Personal details may be used for research purposes like creating attendance statistics. Only numbers will be used in creating these statistics. Details like names, addresses, dates of birth,

etc. will not be used for this purpose. Personal details will be deleted from our system within two years of the last swimming lesson.

If you feel we are not complying with the WBP you can let us know. We will evaluate your complaint as soon as possible.

#### **11. Health risks**

Parents/guardians of participants need to record any disabilities or health risks on the registration form. They also need to notify the swimming instructor prior to the first lesson. We are not responsible for any damage sustained due to incomplete information about disabilities or health risks.

#### **12. House rules and extra information**

- a) The accommodations of Hydra Sport have certain house rules. These house rules are available at the swimming pool and can be found at reception. You will also find the house rules in the appendix. The swimming pool can deny access to persons whose behaviour warrants this.
- b) It is not allowed to wear shoes in the swimming pool. You may bring flip-flops or use shoe covers which are available at the cash register for €0,20 a pair.
- c) During the last 5 minutes of lesson the instructor is available to answer a couple of short questions.
- d) We request that you pick your child up at the showers after every lesson.
- e) We request that you park in the appropriate parking areas when visiting the pool.

#### **13. Liability**

- a) We are not liable for losses or injuries sustained by the participant. Unless said losses or injuries are a direct result of gross negligence or intentional behaviour by swimming instructors of Swimming pool De Smagtenbocht.
- b) Liability in accordance with this paragraph is limited to a compensation of losses or injuries up to a fixed amount that has been insured by us.
- c) We are not liable for costs/damages/ interests that may occur as a direct or indirect result of actions or negligence by the participant, or persons whose actions can be attributed to the participant.
- d) Every participant is responsible for personal accidents and his or her personal possessions. Swimming Pool De Smagtenbocht is not responsible for loss, exchanges, damages or theft of goods. Participants are not to leave their valuables in the changing rooms unattended.
- e) Swimming Pool De Smagtenbocht is not in any way liable for any form of damage.
- f) Any right to compensation is conditional upon the participant sending us a registered letter within 14 days of sustaining said loss/damage.
- g) Visitors who by their actions damage property of this accommodations will be liable.

#### **14. Miscellaneous**

In all cases that are not covered by these terms and conditions the management of Swimming pool De Smagtenbocht will decide what action is to be taken. By using the swimming pool you are accepting these terms and conditions.

### 15. Appendix: house rules

- Showering before using the swimming pool is mandatory.
- Children without a swimming diploma are only allowed in the pool area when they are accompanied by an adult.
- Use of floating devices is mandatory for children without a swimming diploma. They are not allowed to use the deep end of the pool.
- Diving is only allowed in specially designated areas.
- Swimming is only allowed when wearing proper bathing attire.
- Instructions given by staff members must always be followed.
- It is not allowed to run in the pool area.
- It is not allowed to eat or drink while in the water.
- It is not allowed to smoke, use drugs or consume excessive amounts of alcohol.
- It is not allowed to wear shoes in the pool area.
- Glass and crockery are not allowed in the pool area.
- It is not allowed to take photos or videos.