

TERMS & CONDITIONS
Well Cares Expat Swimming

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1. Organizing company

Swimming School Well Cares Expat Swimming (WCES) is registered in the commercial registry of the Chamber of Commerce under number 87063778.

2. Risk and Health

All students are obliged to fill in the form regarding their health conditions which may concern and/or affect the swimming session. Attendance at the swimming lesson is at your own risk. WCES needs to be in the possession of at least one phone number in case of an accident or issue.

3. Safety and general rules

Swimmers are responsible for their own safety, actions, and behaviour on any part of the swimming pool property including the changing area. Shoes must be removed before entering the poolside. Safety for all is our primary concern and we have the right to remove anyone on, in or around the pool who gives us any concern whatsoever regarding safety.

Swimmers must not run, act inappropriately or reckless once within the pool vicinity. We shall not be responsible for any damage, loss, injury or any costs caused as a result of you or other students disobeying these rules.

WCES does not accept liability for sickness, personal injury or death of any of the participants whilst attending the WCES sessions.

4. Student Registration

While enrolling, you agree on payment in advance for 10 sessions. The multi-pass is valid for 3 months. This works out to 10 sessions to be used in a period of 13 weeks. With this form of subscription, you're entitled to miss 3 sessions per 3 months (or 12 per year) without any consequence. After you've used the 10 sessions, or when the pass expires, you need to purchase a new pass.

The payments will remain unchanged regardless of your attendance. WCES does not have the possibility to reschedule the lesson seeing that payments for renting the pool and of the instructors are already made. This is the only way WCES can offer the highest level of instruction in small groups. No refunds. The student registration will remain in effect until the student notifies in writing at least one month in advance his or her cancellation.

WCES always try to be as flexible as possible within the operational constraints. The swimmer can request to change lesson time, day, or pool by email. WCES will endeavour to accommodate each request, subject to a space being available.

5. Lesson cancellation by management

WCES will make every effort not to cancel a lesson, but the management has the right to alter the time of a lesson when necessary, in case of staff sickness, essential pool maintenance or pool closure or any other unforeseen circumstance. Such circumstances are referred to as 'Force Majeure'. In such a case no refund will be issued. WCES shall give you as much notice as possible of any such cancellation. WCES shall not be liable for any losses of any kind incurred by the student as a result of such cancellation.

6. Privacy

All personal information of our students will be treated with respect to privacy and will not be shared with third parties unless WCES is forced to act otherwise according to the law. At times our instructors may take photographs and/or video at the WCES venues, which may be used for marketing, promotional purposes online or educational purposes. In case a student is recognizable on a picture, their approval will always be asked before publishing.

7. Rules of conduct at the swimming facility

Swimming school WCES and its students are always guests at each of the hired locations. We all need to act and behave according to the rules of the facilities and must comply with all instructions given by the staff of the location.

All other guests and staff at site should be treated with respect and not be bothered in any case by our presence. This includes the period prior and after the lesson. In the event of a swimmer, parent, sibling or other associate refusing to obey an instruction from a member of staff, behaving in an unruly manner towards a member of staff or any other person, or causing damage to pool premises or any of the furniture fixtures or equipment in those premises, the swimmer shall not be permitted to continue with the lessons.

WCES shall then have the right to terminate the contract without further notice and without being required to offer any credit or refund to the swimmer and the swimmer shall not be accepted for any future course organized by the company.

8. Valuables and Jewelry

WCES will not accept liability for the loss of or damage to any personal effects brought to any session and you are therefore requested to ensure that no valuable items are brought to the swimming lessons.

All property left at any WCES venue whether it is in a changing room, on poolside, left in entrance halls or outside, is done so at your own risk. WCES cannot accept any responsibility for the loss or damage of any personal belongings.

9. Cancelling membership

Cancellation of the membership is only possible with a written notice and a one-month notice period, which starts at the end of that month. During this period your payment will continue. Please make sure you utilize your classes since they are not refundable.

10. Complaints

WCES is fully committed to delivering the highest standards of teaching & coaching. If you are not entirely satisfied with the service that WCES provides, we would like to hear about it. If we become aware of any problem while you are still attending a course or activity, we will aim to resolve this at an early stage. You can be assured that any complaint will be taken very seriously and treated with the utmost professionalism.

11. Governing Law

Dutch Law shall govern these terms and conditions and you agree that any disputes shall be resolved exclusively by the Dutch Courts.