



# General Terms and Conditions for ABC swimming lessons provided by Maastricht Sport

**These general terms and conditions apply to enrolments from 31 July 2018 onwards.**

**These general terms and conditions apply to swimming lessons provided by Maastricht Sport, specifically the following:**

- Group lessons for children for Swimming Diplomas A, B, or C
- Group lessons for adults for Swimming Diplomas A, B, or C

**A number of different conditions apply in the following cases:**

- Private lessons for adults and children
- Special swimming package deals.

You can contact Maastricht Sport for more information.

## Definitions

Below we list the following terms and their definitions as used in these general terms and conditions:

- Maastricht Sport: refers to the Municipality of Maastricht's own autonomous sports organization.
- The Geusseltbad swimming pool: the area intended for swimming, including its facilities.  
The address is: Discusworp 4, 6225 XP Maastricht.
- The participant: the person who physically participates in the swimming lesson.
- The client: the person who legally represents the participant in a contractual capacity.
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## A. Registration

- 1 In order to participate in swimming lessons, potential participants must register. To do so, the client must fill in the 'inschrijvings zwemles' (swimming lesson registration form) in its entirety. By signing the registration form, the client agrees to the general terms and conditions while also entering into a payment obligation.
- 2 Registering for swimming lessons is possible for children aged four or older.
- 3 The client must submit a number of personal data. The required data are necessary for administrative reasons, to ensure a safe environment for participants, to ensure participants start swimming at the correct level, to sufficiently inform you on the product that is best for you, and to make optimum use of the participant tracking system. The submitted data will be controlled and processed by Maastricht Sport in accordance with 'EU General Data Protection Regulation (GDPR).
- 4 The client agrees to pay the registration fee upon registering.
- 5 The client agrees to pay the costs for this before the swimming lessons commence.
- 6 Clients who have registered will receive a proof of registration.

## B. Products

Clients for swimming lessons provided by Maastricht Sport can choose from the following options:

- Four-week cards, which grant a single lesson each week for four weeks
- Four-week cards, which grant two lessons per week for four weeks

All-in package deal for Swimming Diploma A

- All-in package deal for Swimming Diploma B
- All-in package deal for Swimming Diploma C
- All-in package deal for Swimming Diplomas A, B, and C
- Private lessons

- 'Small group' lessons
- Special swimming package deals.
- Trial lessons for swimming examinations
- Swimming examinations

### **C. Cost**

Clients who choose four-week cards pay for the following:

- The one-off registration fee
- The four-week card(s)
- Any additional lessons
- The practice examination
- The swimming examination
- The entry pass

Clients who choose the all-in package deal for Swimming Diploma A pay a fixed amount which includes the following:

- The registration fee
- The swimming lessons until the moment that the Swimming Diploma A is obtained.
- Any additional lessons
- The practice examination
- The swimming examination
- The entry pass

### **Extra costs**

The A-certificate lessons use the compulsory EasySwim swimsuit. This can be purchased for €41,00 at the Front Office.

Clients who choose the all-in package deal for Swimming Diploma B or C pay a fixed amount to follow the swimming lessons until they pass the swimming examination for Diploma B or C<sup>1</sup>. The following are not included in the amount they pay:

- The registration fee (if the previous diploma was not obtained at the Geusseltbad swimming pool)
- The entry pass (if the client does not yet have one)

To see the prices of the different products, please visit the website or ask at the reception desk.

### **D. Payment**

- 1 It is not possible to purchase individual lessons.
- 2 We have a number of forms of payment that depend on the diploma that participants wish to gain a diploma in:
  - a. Payment in advance for four-week cards
  - b. Payment in advance in by purchasing an all-in package deal for Swimming Diploma A (payment in instalments optional)
  - c. Payment in advance in by purchasing an all-in package deal for Swimming Diploma B or C
- 3 Clients who are entitled to financial assistance from the Jeugdportfonds (fund for sports for young children) or from 'Stichting Leergeld' (the money for learning foundation) can use such contributions towards four-week cards or a lump-sum arrangement. The client must cover any costs not covered by the financial assistance. Contributions made by such funds or foundations are generally not enough to pay for an entire all-in package deal for Swimming Diploma A.  
*\*2 please refer to article P.6.*

### **E. Requirements for participation in swimming lessons**

- 1 Children aged four and up can participate in swimming lessons.
- 2 Clients can only participate in swimming lessons for Swimming Diploma B if they have obtained Swimming diploma A. Likewise, clients can only participate in swimming lessons for Swimming Diploma C if they have obtained Swimming diploma B.
- 3 Clients with no previous swimming experience will always be assigned to the programme for Swimming Diploma A.

- 4 We recommend that before registering, participants who have some swimming experience should have their skill level assessed by Maastricht Sport. This costs the same as a preliminary swimming lesson, which the client can schedule in consultation with Maastricht Sport. The assessed level determined by Maastricht Sport is a final decision.
- 5 Clients who wish to follow swimming lessons at Maastricht Sport must first register on the waiting list before they can be assigned to a class.

#### **F. Dates and times of swimming lessons**

- 1 Clients who register can choose from a number of different times during which they can swim. These moments are published on the website, in a folder, and on the registration form. Clients can choose to swim once or twice per week.
- 2 Private lessons offer a wider range of options.
- 3 On an annual basis, there are a number of days on which Maastricht Sport does not offer swimming lessons. You can check our list of these days, which are updated each year at the start of the new season, by visiting our website [www.geusselbad.nl](http://www.geusselbad.nl). They include all national public holidays, Christmas day, the Carnival holiday, and the summer holiday.
- 4 In the event of Maastricht Sport cancelling swimming lessons, the applicable swimming lesson passes will be automatically extended to compensate for this.

#### **G. Waiting list**

Participants who register on a waiting list are invited for swimming lessons based on the order in which they registered. If the client is not able to accept this invitation, they will be put back on the waiting list.

#### **H. Changes in frequency or days on which swimming lessons are attended**

It is possible to change either how frequently participants attend swimming lessons or on which days they do so. However, there must be an available space in another swimming group for this to apply. Clients who wish to make use of this option must submit a written request to Maastricht Sport to do so.

#### **I. Four-week cards**

- 1 If a client opts for the four-week cards option, each card is valid for four weeks from the moment of purchase. This means that purchasers can attend four swimming classes if they purchase the once-a-week option, or they can attend eight swimming classes if they purchase the twice-a-week option.
- 2 When the card expires, it must immediately be topped up in order to ensure continued participation in swimming lessons. If the card is not topped up, the right to participate in swimming classes is void and someone else can take the free spot.
- 3 Participants can only attend swimming lessons on the agreed days.
- 4 If a participant does not attend a swimming lesson, as a result of holidays or a family event for example, the credit for that lesson lapses.

#### **J. All-in package deal for Swimming Diploma A and lesson package for Swimming Diploma B or C**

- 1 If a client purchases an all-in package deal for Swimming Diploma A, B, or C, the swimming lesson pass will be valid until the final lesson, the practice examination, and the swimming examination.
- 2 Clients who purchase the all-in package deal are not required to pay for the swimming lessons until they have obtained the diploma. A guarantee for obtaining a diploma applies. However, clients must meet the following conditions:
  - a. The participant starts swimming at the level assessed by Maastricht Sport
  - b. The participant does not have any physical or cognitive impediment that would cause an unreasonable increase to the number of required swimming lessons above the number of lessons required on average.
  - c. The participant may miss up to six swimming lessons from the moment they are assigned to a swimming lesson group, which equals approximately ten per cent of all the swimming lessons required to obtain the diploma. If participants miss more than six swimming lessons, they accept personal liability to make up for the missed lessons. In the event that they do not, the all-in package deal for Swimming Diploma A will end after the average time required by participants in

swimming lessons to obtain the diploma, equal to 45 full hours. For the all-in package deal for Swimming Diplomas B or C, ten full hours apply. If participants cannot swim at a sufficient level at that time, they must purchase one or more four-week cards.

- 3 If participants must temporarily be put on a waiting list, with the exception of Christmas Day and the summer holidays, they are entitled to participate in open-access swimming on Wednesday afternoons, Saturdays, or Sundays, free of charge. If the participant in question is a child, that child is entitled to free participation as stated above, while accompanied by a guardian who must pay the applicable rate.

#### **K. Term of validity of the swimming lesson pass**

Once the swimming diploma has been obtained, the swimming lesson pass will be voided, therefore no longer granting access to the Geusseltbad swimming pool. If so desired, the pass can be topped up with another product such as open-access swimming, for example.

#### **L. Switching from a four-week card to an all-in package deal for Swimming Diploma A, B, or C**

It is possible to switch from a four-week card to an all-in package deal for Swimming Diploma A, B, or C. However, in such cases, there is no refunding of fees or offsetting of amounts paid on four-week cards that have already been purchased.

#### **M. Transferring four-week cards, or all-in package deals for Swimming Diploma A, B, or C.**

It is not possible to transfer four-week cards, or all-in package deals for Swimming Diploma A, B, or C to third parties.

#### **N. Continuing swimming lessons after obtaining a diploma**

If a participant wishes to continue swimming lessons at the next level up, they must make this known immediately after the swimming examination. The participant can then be assigned to a new group without any waiting time.

#### **O. Cancellation of swimming lessons by Maastricht Sport**

If Maastricht Sport cancels swimming lessons, such as when a teacher becomes ill or if technical defects of the swimming pool are identified, Maastricht Sport will consult with the clients on when the cancelled swimming lessons can be caught up on. Generally speaking, money is not reimbursed to clients in such cases.

#### **P. Right to reimbursement**

- 1 Only in exceptional circumstances can a four-week card be temporarily paused, such as in cases of illness when a doctor's statement is submitted. The client must immediately report such instances to Maastricht Sport in writing.
- 2 If a participant passes away or suffers a physical impairment, the remaining amount will be reimbursed to the client. Written notice is also required in such cases.
- 3 Early cancellation is not possible for four-week cards.
- 4 Early cancellation is possible for all-in package deals for Swimming Diplomas A, B, or C. The notice must be issued in writing. A notice period of four weeks applies. The amount that remains after this notice period has passed will be reimbursed to the client. This applies in cases such as when clients move house.
- 5 Clients who purchased a four-week card and wish to continue at Maastricht Sport after obtaining their swimming diploma by registering for a subsequent diploma can use the remaining swimming lessons on their card for that purpose. Clients who stop participating in swimming lessons have a right to reimbursement of the amount remaining on the four-week card.
- 6 If they have been invited to the practice examination, clients of whom it is known that they are capable of participating in the swimming examination do not need to purchase a new four-week card. For the remaining swimming lessons, they can purchase separate cards for which the practice examination rate applies.

### **Q. Choice of swimming pool, deployment of instructors, assessment of level, and progress of participant**

Maastricht Sport will determine the following:

- 1 The level at which the participant will start.
- 2 If and when the participant can take the swimming examination, by way of a practice examination. This practice examination is compulsory. The dates on which the practice examinations and the swimming examinations will be held shall be published on the website. Participants who are prevented from participating in the practice examination cannot attend the swimming examination.
- 3 in which swimming pool the swimming lessons, the practice examination, and the swimming examination take place. This may vary during the period in which swimming lessons are held.
- 4 Which swimming instructor is assigned to which lesson - the aim is to ensure that the same instructor works with the same groups as much as possible until the point of obtaining the diploma.

### **R. Quality guarantee of swimming lessons.**

Maastricht Sport offers a swimming lessons in accordance with the conditions and requirements set by the *Nationale Raad Zwemveiligheid* (NRZ, National council on swimming safety). Maastricht Sport only employs qualified instructors. The NRZ carries out spot checks to verify that awarded diplomas are justified. This ensures that the swimming lessons are of good quality.

### **S. Facilities**

- 1 To participate in swimming lessons, participants must scan their swimming card at the turnstile.
- 2 Participants can make use of the changing and showering facilities at the Geusseltbad.
- 3 Participants can go through the turnstiles to get changed up to fifteen minutes before the swimming lesson begins. Participants can be assisted by a guardian or chaperone while going through the turnstile. When participants are safely with the swimming instructor, their guardian or chaperone must leave the swimming area. During the last five minutes of the swimming class, participants' chaperones or guardians can collect participants from swimming area. After participants have changed back into their clothes, they and their chaperones or guardians must exit the swimming pool via the turnstile.
- 5 After the swimming lesson, participants must leave the swimming pool. Participants cannot make use of swimming pools other than the one allocated for that swimming lesson.
- 6 Only after the swimming instructor has given permission can the participants enter the swimming area. Until the swimming instructor does so, participants must wait at the sliding door between the showering area and the swimming area.

### **T. Chaperones or guardians**

Chaperones or guardians of participants can assist them when in changing into or out of their swimming costumes, for which it is necessary to pass the turnstile. When participants are safely with the swimming instructor, their chaperone or guardian must exit the swimming area. Chaperones and guardians cannot attend swimming lessons in the swimming area, but they can watch from the stands on the first floor.

### **U. Adhering to house rules**

Participants must adhere to the Geusseltbad's house rules.

### **V. Final clause**

Any case not provided for by these General Terms and Conditions will be decided by Maastricht Sport.