

AQUA SWIM ACADEMY

Terms and Conditions

Operated by AO Imagine Sports Sàrl
Rue du Grand-Pré 4, 1202 Genève, Switzerland
luna@aquaswim.ch · www.aquaswim.ch

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1. GENERAL

Aqua Swim Academy is operated by AO Imagine Sports Sàrl, a company registered in Geneva, Switzerland. By booking any class, camp, trial lesson, or purchasing any product or service from Aqua Swim Academy, the client acknowledges and agrees to be bound by these Terms and Conditions in their entirety.

2. FEES AND PRICING

Class, camp, and trial fees are set on a per-location basis and are displayed on the class booking page and on the payment summary before the client confirms payment. The price shown at checkout is the price payable.

A registration fee of **CHF 50 per term** is payable in addition to class fees at each new semester enrolment (Spring and Back-to-School). This fee contributes to administration, insurance, and equipment costs and is non-refundable once the term has commenced.

Aqua Swim Academy may run promotional offers, seasonal discounts, or campaign codes from time to time. Where applied, the discounted amount will be shown at checkout. Promotions are non-stackable and cannot be applied retroactively to prior bookings.

3. AUTOMATIC RE-ENROLMENT AND OPT-OUT

To ensure continuity for the client and their swimmer(s), enrolments are automatically renewed for the following semester. Aqua Swim Academy will notify the client of the upcoming renewal by email no fewer than **four (4) weeks** before the start of each new semester.

The client may opt out of automatic re-enrolment **at no cost, through their own client account in the iClassPro portal**, at any time up to **thirty (30) calendar days** before the start of the next semester. The opt-out is self-service and takes effect immediately upon confirmation in the portal.

Opt-outs received fewer than 30 calendar days before the next semester's start date are subject to Section 4 (Cancellation) and Section 5 (No Refund). This provision is drafted in accordance with Swiss consumer contract principles governing the renewal of continuous-service agreements.

4. CANCELLATION POLICY

Cancellations must be initiated by the client directly through their own client account in the **iClassPro portal**, giving a minimum of **thirty (30) calendar days'** written notice. Cancellation takes effect at the end of the billing period following the expiry of the 30-day notice period.

Cancellations cannot be processed by email or telephone; the portal cancellation flow is the sole valid channel and generates a timestamped acknowledgement for the client's records.

5. NO REFUND POLICY

All fees paid to Aqua Swim Academy are strictly non-refundable. This includes registration fees, monthly membership fees, semester fees, trial lesson fees, camp fees, and shop purchases.

No refunds shall be issued under any circumstances, **including but not limited to medical incapacity, illness, injury, family circumstances, relocation, changes to the swimmer's schedule, or dissatisfaction with the service.** The client is strongly advised to arrange personal cancellation and interruption insurance.

6. MISSED CLASSES AND MAKE-UPS

No credits, make-up tokens, or any form of monetary compensation will be issued for missed classes, regardless of the reason.

Make-up classes **may** be offered on a discretionary, goodwill basis and are **subject to availability**. Availability is not guaranteed and depends on same-level class capacity, coach schedules, and pool timeslots. A missed class does not create any entitlement to a make-up.

7. FORCE MAJEURE AND POOL CLOSURES

If a class is cancelled due to circumstances beyond Aqua Swim Academy's control — including but not limited to pool operator decisions, maintenance, public health measures, natural disasters, or any force majeure event — such cancellation constitutes a loss for the client. No refunds, credits, or compensation shall be provided. Clients are advised to arrange personal cancellation insurance.

8. MEMBERSHIP TRANSFER

Membership transfers between clients are possible subject to a **CHF 50** administrative fee. Requests must be submitted in writing to luna@aquaswim.ch and are subject to acceptance by Aqua Swim Academy.

9. LIABILITY

Aqua Swim Academy's liability, where legally permitted to be limited, is strictly confined to activities conducted **in the water and on the pool deck** during scheduled class time and under the supervision of an Aqua Swim Academy coach.

Aqua Swim Academy accepts **no liability whatsoever** for any injury, illness, loss, damage, theft, or death occurring outside the pool premises or outside scheduled class time. This exclusion includes, without limitation: the changing rooms, showers, lockers, corridors, reception areas, car parks, journeys to and from the venue, and any incident occurring before or after the coach has assumed or released supervision.

Participation in all Aqua Swim Academy activities is at the client's own risk.

10. MANDATORY INSURANCE

All swimmers must hold valid personal liability insurance (RC / Responsabilité Civile / Haftpflichtversicherung). Aqua Swim Academy reserves the right to refuse participation without valid RC insurance.

11. HYGIENE REQUIREMENTS

Level 1 and Level 2 swimmers are required to wear a reusable swim diaper over their disposable diaper (double diaper policy). Non-compliance may result in exclusion from the class without refund.

12. NO PHOTO OR VIDEO POLICY

Aqua Swim Academy operates a **strict no-photo and no-video policy**. No photographs or video recordings of any kind may be taken during class time or anywhere on the pool premises. This applies equally to Aqua Swim Academy staff and to clients, parents, guardians, and visitors, and covers all children present — including one's own child. The policy protects the privacy and safety of every child in our care and is enforced by our coaches. Non-compliance may result in a request to leave the pool area and, in serious or repeated cases, exclusion from the programme without refund.

Exception — consent-based promotional shoots. On rare occasions, Aqua Swim Academy may organise a specific promotional photo or video shoot. Participation is opt-in only: no child appears without the prior written consent of their parent or guardian, obtained for that specific shoot in advance. Consent given for one shoot does not extend to any other.

13. CODE OF CONDUCT

Parents must supervise their children at all times when not with an instructor. Disruptive behaviour by clients, parents, or swimmers may result in removal from the programme without refund.

14. CAMPS — SPECIAL CONDITIONS

Holiday camps are offered as multi-activity weeks combining swimming with additional sports and structured recreational time. The client acknowledges and accepts that the day-to-day **structure of camp weeks — including the specific sports offered, the daily schedule, group compositions, use of external sports facilities, and on-site meal or restaurant arrangements — may vary or change** depending on:

- the age-group mix of children actually enrolled in that week;
- weather conditions and outdoor safety considerations;
- the availability of external sports facilities booked by Aqua Swim Academy for that week;
- the availability of the on-site restaurant, catering, or lunch service providers.

Aqua Swim Academy commits to providing a full-day supervised swim-and-sport programme for each enrolled camp week. Adjustments to the specific activity mix or providers do not constitute a service failure and do not give rise to any right of refund, credit, or compensation.

Camps are subject to a minimum enrolment threshold. Should Aqua Swim Academy be obliged to cancel an entire camp week in its entirety, clients booked into that specific week will be offered, at the client's choice, transfer to an alternative available week or a refund of the camp week fee. This is the sole exception to Section 5.

15. DATA PROTECTION

Personal data collected during registration, booking, and payment is processed in accordance with the Swiss Federal Act on Data Protection (nFADP / nDSG). Data is retained for the duration of the client relationship and as long as required by Swiss commercial and tax law thereafter. Data is not shared with third parties except payment processors, insurance administrators, and where required by law.

At each booking, Aqua Swim Academy captures the client's name, email address, IP address, and the timestamp of Terms and Conditions acceptance for compliance and evidentiary purposes (see Digital Acceptance below).

16. GOVERNING LAW

These Terms and Conditions are governed by Swiss law. Any dispute arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland.

17. AMENDMENTS

Aqua Swim Academy reserves the right to amend these Terms and Conditions at any time. Amended terms are published at www.aquaswim.ch/legal/aqua-swim-terms-en.pdf. Clients will be notified of material changes by email. Continued use of services after such notice constitutes acceptance of the amended terms.

DIGITAL ACCEPTANCE

By completing the online booking process and ticking the Terms and Conditions checkbox, the client digitally accepts these terms. A permanent record of acceptance is created and stored, and a copy is sent to both the client's registered email address and to Aqua Swim Academy as proof of consent.

✓ FULL NAME ✓ EMAIL ADDRESS ✓ IP ADDRESS ✓ DATE & TIME
✓ TERMS VERSION