



For the locations Heerhugowaard and Krimpen:

1. Rules for a successful swimming program
  - a. My Healthclub teaches in small groups. In the learning process (until the child can go for diploma A), the group size itself is maximized to 8 children per instructor. This results in an excellent result.
  - b. It is not possible to catch up on missed lessons. The quality can not be guaranteed when a group of children of other levels are participating and/or there are too many children in the pool.
  - c. In the interest of the child's progress, parents are not allowed to stay in or near the pool during the swimming lesson. You can follow the swimming lesson via the TV screen in the lounge.
  
2. Duration swimming lessons
  - a. The swimming lessons last 45 minutes per lesson.
  - b. Depending on the start date, a pro-rata amount is calculated for the 1st month. After that, you will owe a maximum of 18 or 24 months for participation costs, provided that the warranty conditions are met, as stated below. If these conditions are not met, you are obliged, where applicable, to pay the monthly participation costs for the remaining period, as stated on the registration form.
  - c. The registration takes place for the diploma's A and B (and C). In the event of early termination, you remain the full reimbursement of 18 (A and B) respectively 24 (A, B and C) months due.
  - d. In case of long-term illness or absence due to illness, participation in swimming lessons can be frozen with a minimum duration of 2 calendar months to a maximum of 6 calendar months, provided a medical testimony is provided. From the 1st of the month following the moment of freezing to the moment of resuming the swimming lessons, no participation costs for the swimming lessons are owed. In the event of freezing, the warranty conditions can no longer be claimed and participation costs are owed up to and including the swimming for the diplomas for which is registered (A and B or A, B and C).

3. Warranty conditions
  - a. My Healthclub guarantees that the customer, after a pro rata remaining month, pays a maximum of 18 months participation costs for A and B or 24 months A, B and C; also in those cases where the child needs a longer period to obtain the diplomas.
  - b. There are 2 conditions attached to the above warranty:
    - i. The child has an age of at least 4 years and 6 months at the start of the lessons.
    - ii. Classes are followed consistently. The child will miss no more than 10 respectively 12 lessons during the entire duration of the program of 18 respectively 24 months.

If the child is absent more often, the above guarantee expires and participation costs are owed up to and including swimming for the diplomas for which is registered (A and B or A, B and C).
  - c. Even if the warranty provision according to paragraph 3.a and 3.b has come into effect and the maximum period for payment of the participation fee has been reached (18 or 24 months), the child is obliged to follow the swimming lessons weekly to remain eligible for swimming lessons without participation costs. If the child is absent 5 times or more during the "free period", the right to free swimming lessons expires and you are obliged to resume payment of the original participation fee. This payment is made by direct debit.
  - d. Children with disabilities are excluded from this warranty, including but not limited to PDD NOS and autism. After all, it is not realistic that these children will achieve the diplomas within such a period.
  - e. The minimum age to participate in swimming lessons is 4 years. The warranty provision of 18 months (A and B) or 24 months (A, B and C) applies to children aged 4 years and 6 months. If your child starts swimming lessons before he/she has reached the age of 4 years and 6 months, the 18 or 24 months warranty starts from the next calendar month following the moment that your child has reached the age of 4 years and 6 months. .
4. Failure to meet obligations
  - a. The right to participate in the swimming lessons expires immediately if the participation costs to the swimming lessons are not paid in time. Swimming lessons can only be resumed after the debt has been paid..
  - b. In the event of late payment, you will owe collection costs.
5. Additional costs
  - a. The costs for the trial exams and swimming exams (together € 36.45 per diploma in total) are not included and will be charged extra at the time of the swimming exams. This fee includes the cost of the diploma and a medal. Due to the size of the group, trial exams and swimming exams can take place at a different location.
6. Other provisions
  - a. Occasionally, a child may completely stagnate in his or her development and not learn to swim. In such cases, we reserve the right to interrupt or end the child's swimming lesson program. Of course, the obligation to pay participation costs for swimming lessons will end on the same date. Participation fees already paid will be refunded.
  - b. The Club Regulations apply to membership and therefore also to swimming lessons. These Club Regulations are also available on our website, [www.myhealthclub.nl](http://www.myhealthclub.nl).