

# AQUA SWIM ACADEMY

## Terms and Conditions

Operated by AO Imagine Sports Sarl  
Rue du Grand-Pre 4, 1202 Geneve, Switzerland  
luna@aquaswim.ch | www.aquaswim.ch

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**Effective: March 2026**

### 1. GENERAL

Aqua Swim Academy is operated by AO Imagine Sports Sarl, 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. REGISTRATION AND FEES

An annual registration fee of **CHF 50** is payable upon first enrollment and upon each subsequent annual renewal. Monthly membership is billed at **CHF 130 per month** via automatic card payment, or **CHF 155 per month** via bank transfer (which includes a CHF 25 manual billing administration fee). Trial lessons are available at **CHF 39** as a one-time payment, subject to availability.

### 3. RECURRING BILLING

Memberships are billed on a monthly recurring basis. By enrolling, the client expressly authorises Aqua Swim Academy to charge the agreed monthly fee to their chosen payment method (credit/debit card or bank transfer) on each billing cycle until the membership is cancelled in accordance with Section 4 below. It is the client's responsibility to ensure their payment method remains valid and has sufficient funds.

### 4. CANCELLATION POLICY

A minimum of **30 calendar days' written notice** is required to cancel a membership. Cancellation requests must be sent via email to [luna@aquaswim.ch](mailto:luna@aquaswim.ch). The cancellation shall take effect at the end of the billing period following the expiry of the 30-day notice period. Early termination of a membership without providing the required notice will result in the client being charged for the remaining notice period. Verbal or informal cancellation requests are not accepted.

### 5. NO REFUND POLICY

**All fees paid to Aqua Swim Academy are strictly non-refundable.** This includes, but is not limited to: registration fees, monthly membership fees, trial lesson fees, camp fees, and shop purchases. No refunds shall be issued under any circumstances, including but not limited to: illness, injury, relocation, dissatisfaction, schedule conflicts, or any other personal reason.

### 6. NO CREDITS POLICY

**No credits, make-up tokens, or any form of compensation** will be issued for missed classes, regardless of the reason for absence. Make-up classes may be available on a limited basis and are

offered solely as a courtesy at Aqua Swim Academy's discretion, not as a contractual right. Availability of make-up classes is not guaranteed. The full make-up policy is available at [www.aquaswim.ch/terms---conditions](http://www.aquaswim.ch/terms---conditions).

## 7. FORCE MAJEURE AND POOL CLOSURES

In the event that a class or session is cancelled due to circumstances beyond the reasonable control of Aqua Swim Academy - including but not limited to: decisions by pool operators or facility management, facility maintenance or technical failures, public health measures, government orders, natural disasters, pandemics, or any other force majeure event - **such cancellation constitutes a loss for the client**. No refunds, credits, or compensation of any kind shall be provided. Clients are strongly advised to arrange their own personal cancellation insurance to cover such eventualities.

## 8. MEMBERSHIP TRANSFER

A membership may be transferred to another person subject to an administrative transfer fee of **CHF 50**. Transfer requests must be submitted in writing to [luna@aquaswim.ch](mailto:luna@aquaswim.ch) and are subject to approval by Aqua Swim Academy. The transferee must meet all applicable requirements, including valid insurance coverage.

## 9. LIABILITY DISCLAIMER

**Aqua Swim Academy, AO Imagine Sports Sarl, its directors, employees, coaches, and agents accept no liability whatsoever** for any injury, illness, loss, damage, or death to any person or property occurring during, or in connection with, swim classes, camps, events, or any other activities organised by Aqua Swim Academy. All participation in Aqua Swim Academy activities is entirely at the client's own risk.

## 10. MANDATORY INSURANCE

All swimmers (including children) **must hold valid personal liability insurance** (Responsabilite Civile / RC / Haftpflichtversicherung) covering their participation in swimming activities. Proof of valid insurance may be requested at any time. Aqua Swim Academy reserves the right to refuse participation to any swimmer who is unable to provide evidence of valid RC insurance coverage.

## 11. HYGIENE REQUIREMENTS

Level 1 and Level 2 swimmers (babies and toddlers) are **required to wear a reusable swim diaper over their disposable diaper** at all times whilst in the pool. This double diaper policy is mandated by pool operators for hygiene purposes. Non-compliance with this requirement may result in immediate exclusion from the class without refund. Reusable swim diapers are available for purchase from our shop.

## 12. PHOTO AND VIDEO CONSENT

Aqua Swim Academy may take photographs or video recordings during classes, camps, and events for use in marketing, social media, and promotional materials. Clients who do not wish themselves or their children to be photographed or recorded must notify Aqua Swim Academy in writing at [luna@aquaswim.ch](mailto:luna@aquaswim.ch) prior to the commencement of classes.

## 13. CODE OF CONDUCT

Parents and guardians are responsible for supervising their children at all times when not in the water under the direct supervision of an instructor. Disruptive, abusive, or dangerous behaviour by any client, parent, or swimmer may result in immediate removal from the class and/or termination of membership without refund.

## 14. DATA PROTECTION

Personal data collected by Aqua Swim Academy is processed in accordance with the Swiss Federal Act on Data Protection (nDSG/nFADP). Data is collected and used solely for the purposes of service provision, billing, communication, and legal compliance. Client data will not be sold or shared with third parties except where required by law.

## 15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland.

## 16. AMENDMENTS

Aqua Swim Academy reserves the right to amend, modify, or update these Terms and Conditions at any time. Clients will be notified of material changes via email. Continued use of Aqua Swim Academy services following notification of any changes shall constitute acceptance of the amended terms.

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## ACKNOWLEDGEMENT AND ACCEPTANCE

By booking a class, camp, trial lesson, or purchasing any product or service from Aqua Swim Academy, I confirm that I have read, understood, and agree to be bound by these Terms and Conditions in their entirety.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_