



By enrolling myself/my minor child into SUSF Tennis Program, I acknowledge that I have read and agree to the Terms and Conditions below. SUSF reserves the right to amend these Terms & Conditions from time to time. You acknowledge that if you fail to comply with these Terms and Conditions SUSF reserves the right in its absolute discretion, to terminate participation in the SUSF Tennis Program. For additional information or to view our FAQ's please visit our website.

## **Enquiries**

- All enquiries should be directed to [tenniscoaching@sport.usyd.edu.au](mailto:tenniscoaching@sport.usyd.edu.au) or by telephone 02 9351 4978/ 1300 068 922

## **Applications**

- Application forms must be completed and signed. For minors, forms must be signed by a responsible person or parent over the age of 18 years.
- Participants must be assessed before joining any tennis program. For a free assessment please contact [tenniscoaching@sport.usyd.edu.au](mailto:tenniscoaching@sport.usyd.edu.au)
- Places are subject to availability and at the absolute discretion of SUSF.
- All relevant medical information must be declared at the time of application.

## **Payments**

- Junior Tennis programs operate in accordance with the NSW Public School Terms calendar.
- Term payments must be made in full before the start of the first lesson. If payment has not been made admission to the lesson will not be permitted.
- All group lessons are to be booked and paid for in advance.
- All Tennis Programs are non-refundable and non-transferable. Once payment is accepted, the time and day of coaching become fixed for the duration of school term.
- SUSF reserves the right to change the day and time of the class if there are not enough participants to sustain the viability of the class.
- SUSF reserves the right to cancel any programs at any time.

## **Refunds and Cancellations**

### *Private/Semi Private Lessons:*

- If you cannot make your scheduled lesson times, as a courtesy to your coach, other clients and to avoid a cancellation fee, please cancel your lesson with your coach a minimum of 24 hours prior to your lesson time. (Extenuating circumstances will be taken into consideration on a case by case basis).
- If cancellation falls within the 24 hour period prior to the lesson, a cancellation fee of \$35 will apply.
- If participants fail to attend a lesson, the full charge will apply.

### *Group Lessons:*

- Full fee will apply for the coaching term once the term has commenced.
- No credits or refunds will be issued towards the next coaching term due to participants' absence.

### *Social Tennis:*

- Cancellation of a position in Social Tennis must be made at least 24 hours prior to the start time or the full fee will be charged.
- SUSF reserves the right to reduce or cancel Social Tennis if there are not sufficient numbers of participants for the session.
- If a session is cancelled, prior paid Social sessions will be forwarded onto the next week.

### *Competition Tennis (including Leagues and Hot Shots events):*

- SUSF reserves the right to cancel the competition if there are not enough numbers to sustain the viability of the competition. Refund/credit will apply.
- Price structure allows for a maximum of 2 washouts (plus associated fix costs) during the term based competition. In the event of 3 or more matches being washed out, make up matches will be played on designated days and times.



#### *Poor weather cancellations:*

- In the event of poor weather, participants are requested to contact Sydney University Sports & Aquatic Centre at 9351 4978 ONE HOUR prior to your scheduled lesson time to inquire if the lesson will run as normal or be cancelled.
- Decisions regarding lesson cancellations are at the sole discretion of the SUSF Tennis Program.
- In the event of poor weather resulting in the cancellation of the lesson, a make-up lesson will be added on to the coaching term or another agreed scheduled time. The lesson will be arranged and confirmed via email.
- All cancelled lessons due to poor weather must be made up within the current coaching term and they will not be forwarded onto the next coaching term.
- If participants do not attend make-up lessons, no payment will be refunded nor followed on to the next coaching term.
- In the event of poor weather resulting in the cancellation of the lesson once the lesson has commenced, provided the length of the lesson is for 20 minutes or more, the full charge will apply.

#### **Credits**

- SUSF offers, as a courtesy, make-up lessons when 72 hours' notice by email is given, or on receipt of a medical certificate and advance notice.
- Refunds will not be given for partial attendance of any lesson, nor will make-up lessons be provided.
- All make-up lessons are subject to availability and are at the discretion of the SUSF Tennis Program. In particular, SUSF cannot guarantee the provision of make-up classes for one-on-one lessons.
- All make-up lessons are to be made up in the current coaching term.

#### **Conditions of Tennis Court Usage**

- The health, safety and wellbeing of all participants and staff is paramount; all participants and parents must follow safety guidelines and instructions given by any member of SUSF staff. This may include reinforcing clear guidelines.
- All participants must adhere to the SUSF Code of Conduct. Breach of this Code may lead to termination of participation in the SUSF Tennis Program. By completing and signing this application form you have read and understood the conditions and the SUSF Code of Conduct which is available on the SUSF website [www.susf.com.au](http://www.susf.com.au)
- Parents and guardians are expected to take full responsibility for their children upon entry to SUSF. SUSF does not take any responsibility for the supervision of children outside of their allocated tennis lesson. All participants in the SUSF Tennis Program are required to maintain appropriate behaviour whilst within SUSF. All children must be supervised at all times.
- SUSF reserves the right to refuse to allow participation of anyone suffering from or displaying symptoms of any illness including, but not limited to, contagious diseases. If your child is suffering from a contagious disease or infection please do not bring them to the facility. SUSF reserves the right to refuse entry to any child or adult.
- Appropriate Tennis attire is required at all times – shirts must stay on and closed-in sports shoes must be worn at all times.

#### **Behaviour Guidelines**

- All participants have the right to be involved in a positive environment, maintaining positive relationships throughout; bullying, inappropriate comments of any kind will not be tolerated.
- *Action for behaviour management*

Failure for any participant to uphold the behaviour guidelines may result in the following:

1. SUSF staff will remind the child/young person about appropriate behaviour and sport specific instructions
2. If inappropriate behaviour persists either:
  - o Supervision will be increased, for example, bring the child/ young person closer to the coach.
  - o The participant may be removed from the group for a short time (5- 10 minutes) to give them time to reflect on their actions.
  - o Depending on the severity and persistence of the misbehaviour, parents are contacted.
  - o If a child/young person's behaviour does not improve despite all efforts, SUSF may have to ask the parents to remove the child/young person from the program. This is an extremely rare situation and would only ever be a last resort.

SUSF reserves the right to refuse or terminate enrolment if there is a breach of the Behaviour Guidelines. Any costs incurred as a result of damaged property will be charged to the parent/guardian. No refund of the program fee will be provided to participants removed for breaching the Behaviour Guidelines.



### Privacy Statement

The personal information provided on this form is collected by Sydney Uni Sport and Fitness (ABN 96 121 520 371) (SUSF). You can access the personal information we have collected and request a copy of our Privacy Policy by telephoning 9351 4960. SUSF reserves the right to use the information collected for promotional purposes unless otherwise notified. SUSF abides by the Privacy and Personal Information Protection Act 1998 (NSW).

SUSF and its related or affiliated entities (including all affiliated clubs and programs) may collect personal information and health information from you in accordance with the Privacy Act 1988 (Cth) and other applicable privacy laws.

SUSF may collect personal information about you/your child including CCTV footage and photographs of you/your child. By signing these terms and conditions, you consent to SUSF:

- a) collecting health information about you/your child, including any medical, behavioural or additional needs or allergies that your child has; and
- b) using your personal information in order to contact you about our brands, products, services, special offers, promotions, newsletters, online surveys, fundraising campaigns, alumni events, news and competitions.

All personal information about your child will be collected from you, other than possible CCTV footage and photographs, which may be collected directly from your child. SUSF collects and uses personal and health information about you and your child in order to: provide you with services, operate our facilities and clubs, run our business and operations and fulfil our obligations; communicate and manage our relationships with you; maintain and update our records; conduct marketing activities; carry out market data analysis, prevent or detect fraud or abuses, enable third parties to carry out functions on our behalf; maintain and develop our business systems; assess your child's readiness for physical activity/exercise, ability to participate in programs, general welfare and to provide your child with medical treatments as required. We may also use photographs of your child for publicity and advertising purposes. If you do not wish for photographs of your child to be taken and/or used for publicity purposes, please notify [tenniscoaching@sport.usyd.edu.au](mailto:tenniscoaching@sport.usyd.edu.au) directly.

SUSF is a Tennis Australia/ NSW Affiliate, your/your child's personal information will be submitted to the Tennis Australia "My Tennis" database and will be used to create a unique Tennis ID for you or your child. This is a requirement of Tennis Australia to enable SUSF to be affiliated with their programs.

When you provide personal information you agree that this will be used by Tennis Australia and other Australian Tennis Organisations (ATOs) under the Terms and Conditions of this document, and the Tennis Australia privacy policy located at [www.tennis.com.au/privacy](http://www.tennis.com.au/privacy), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how we will deal with that complaint. If you do not agree to provide your personal information, you may be unable to access all of our products and services. For more information please refer to <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies> or <http://www.tennis.com.au/privacy>

SUSF, Tennis Australia and other ATOs may disclose personal information about you/your child to: related entities and affiliates of SUSF (including clubs); to other parties, including our related companies, other ATOs; IT system administrators; medical and health providers who provide services to SUSF members or users of SUSF's services or facilities; third party service providers and credit reference agencies or debt collection agencies if you default on payments due or to obtain payment from you. You are able to request access to personal and health information held by SUSF about you or your child and seek correction of such information. Please refer to the SUSF Privacy Policy located on the SUSF website for information on how to do this. You can also refer to the Privacy Policy for information on how to complain about a breach of the Australian Privacy Principles by SUSF and how SUSF will deal with such a complaint.

If SUSF is not able to collect the personal information set out above, we may not be able to process your enrolment form, allow your child to participate in the Tennis Program, deal with your enquiries or engage in the activities listed above. Please feel free to contact SUSF on 9351 4960 or at [admin@sport.usyd.edu.au](mailto:admin@sport.usyd.edu.au) if you have any questions about privacy. Also refer to our Privacy Policy for more information.



**By registering for this Tennis Program, you acknowledge and agree that:**

1. The details provided by you about you and your child are up to date and accurate.
2. SUSF is collecting information provided by or about you and your child (including personal and sensitive information) for the purposes of registering your attendance at this Tennis Program, including so that you can be contacted by SUSF or NSW Health in the event of COVID-19 pandemic related notifications that SUSF or NSW Health consider to be reasonably necessary, and you agree to SUSF disclosing any such information to NSW Health for those purposes.
3. The above collection is in addition to the way SUSF will handle personal information relating to you or your child as described in the SUSF Privacy Policy, which is available at <https://susf.com.au/privacy-policy/>.
4. You will comply with any COVID-19 related directions issued to you or your child by SUSF and comply with SUSF's COVID-19 terms and conditions of usage ([https://susf.com.au/incs/uploads/2020/08/COVID-19\\_Facilities\\_Usage\\_Terms\\_Conditions.pdf](https://susf.com.au/incs/uploads/2020/08/COVID-19_Facilities_Usage_Terms_Conditions.pdf)), as well as any other SUSF policies that apply to you or your child, and ensure your child's compliance.

**Release**

I am aware that recreational, fitness and sporting activities carried out by Sydney Uni Sport & Fitness (SUSF) including, but not limited to, the SUSF Tennis Program, are dangerous undertakings. In undertaking such activities I do so at my own risk, and hereby assume full responsibility for my child's participation too. I recognise that such activities require physical exertion which may be strenuous and may cause physical injury and I am fully aware of the risks and hazards involved.

I am also aware that that SUSF, its directors, instructors, members, servants or agents are absolved from all liability howsoever arising from injury (whether fatal or otherwise) or damage (including to property), howsoever caused arising out of involvement with SUSF or from participating in any of the sporting, fitness and recreational activities offered by SUSF, or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of SUSF, its directors, instructors, members, servants or agents.

I voluntarily agree to assume the risk of any injuries, damages or loss, regardless of severity that I or my child may sustain as a result of being a participant in the activities connected with or associated with mine or my child's involvement with the SUSF Tennis Program.

I, \_\_\_\_\_ DO HEREBY ACKNOWLEDGE that of my own free will and desire I have contracted with SUSF for the participation in sporting, fitness and recreational activities that may be dangerous and that I have read and understood the warning above. I forever discharge and release all parties from any and all claims for injuries, damages, or loss that may accrue to me and my child and arising out of, connected with, or in any way associated with these activities.