

SYDNEY UNI SWIMMING TERMS & CONDITIONS

By enrolling into a Sydney Uni Sport Swimming Program, you acknowledge that you have read and agree (on behalf of you and/or your child(ren)) to the terms and conditions below.

Any enquiries should be directed to swimschool@sport.usyd.edu.au

Ongoing enrolment payments, grading, credits, makeup lessons, and all messaging are conveniently managed through our website.

Swim Deck Supervisors and Swim Reception staff are your primary points of contact during sessions.

APPLICATIONS

All applicants (except non-swimmers 3+) must be assessed before joining any swim program.

For a free assessment please call swim programs reception on 9351 8735 for an appointment.

New swimmers must first be assigned a level by admin, prior to enrolling online.

Participants must be fully toilet trained as no Aqua Nappies are permitted in our competition pool.

PROGRAM PAYMENTS

- All payment for term programs are via Fortnightly Direct Debit for a full 10 week program
- Payments are debited 2 weeks in advance.
- Holiday Intensives and Private Tuition upfront require payment.
- 14-day notice of termination of direct billing must be given at the end of term.
- Validated Government voucher funds may be applied as credits for use online.
- Entry to the pool hall is permitted by way of membership card swipe.
- A \$10 replacement fee will be charged for lost cards.
- Fees are reviewed each calendar year and will be displayed on the website and at swim programs reception.

DISCOUNTS

Sydney Uni Swimming offers the following sibling discounts within the learn to swim program only:

- 2nd child - 10% discount off standard price
- 3rd+ subsequent children, 15% discount off standard price
- Sibling discounts do not apply to squad swimming.
- Discounts cannot be combined. No other discounts are available for staff, students or any other programs offered by Sydney Uni Sport. The discounts offered are subject to change without notice.

CREDIT SYSTEM

- Sydney Uni Sport operates a credit system only. No refunds are available.
- Credits may be used for any activity, service or product and have no expiration date.

- Credits will not be given for partial attendance of any swim lesson, nor will make-up lessons be provided.
- Credits will only be issued if participants miss four or more lessons due to illness or injury. These requests must be supported by a medical certificate covering the entire period of claim.
- Refunds are only considered upon application, within a 7-day cooling off period or if an applicant moves more than 10km out of area.

MAKE-UP LESSONS

- 2 make-up lessons are issued per term.
- All make-up lessons are strictly subject to availability and are arranged through your online family account;
- No credits are issued in lieu of make-ups.
- Make-up lessons available between weeks 3 to 10 of the program.
- Make-up lessons are not carried forward to the next set of sessions.
- Sydney Uni Swimming does not provide make-up classes for private lessons. 2 credits per term are offered where 12 hours advanced notice is given.

CONDITIONS OF POOL USE

The health, safety and well-being of all participants and staff are paramount. All participants and parents should follow safety guidelines and instructions given by any member of SUSF staff. All participants and parents must adhere to the SUSF Facility Code of Conduct. Breach of this Code may lead to termination of participation in the SUSF Swim Program.

- Children under 10 years of age must be escorted by carer who will remain with their child in view while the child is in lessons. Parents and guardians are expected to take full responsibility for their children upon entry to Sydney Uni Sport. Sydney Uni Sport does not take duty of care for children outside their allocated swimming lesson.
- Patrons are advised that the pool is also a member lap pool not a leisure pool.
- No free play is permitted before or after classes.
- Swim Program participants may swim only if accompanied by a paying, in water, supervising adult. You may be asked for receipt of payment.
- Children over 7 years of age, must use gender specific or family change facilities.
- SUSF does not accept responsibility for any items lost or stolen in and around the venue, this includes items placed in bags or lockers. We strongly recommend that valuables are not brought into the pool hall.
- No running is permitted around the pool areas.
- No food or glass is permitted in the pool area.
- No cameras or videography is permitted within the Centre.
- Appropriate swimming attire is required (no outerwear or underwear, loose or ill-fitting swimwear is permitted).
- Relevant medical, behavioural or family unit information is required at the time of registration.

- Sydney Uni Sport reserves the right to refuse participation to anyone suffering or displaying symptoms of any illness including but not limited to contagious diseases.
- Sydney Uni Sport reserves the right to refuse entry to any child or adult.

RELEASE

By enrolling, you agree that Sydney Uni Sport is not responsible for any injury or loss caused by or to a person whether bodily or to property arising from the activities of Sydney Uni Sport, its servants, agents or employees or from any person's alleged or actual acts, omissions, negligence or other event. By enrolling, each person accepts that when participating in an SUS activity, they do so on the voluntary assumption of risk on their own behalf. Participants are encouraged to seek medical advice from their doctor before enrolling in any competition which may result in physical injury. You acknowledge that you or your child will be exposed to certain risks when participating in the Sydney Uni Swimming Program including, but not limited to, physical injury. You acknowledge and understand that if you or your child requires access to medication during lessons it is up you or as the enrolling parent/guardian, to ensure ALL medications (e.g. asthma puffers, EpiPens etc) are accessible.

You authorise any representative of Sydney Uni Sport to obtain any medical assistance, treatment and transport for you or your child as deemed reasonably necessary. You consent to any such medical treatment and/or transportation for you or your child. You acknowledge and agree that you will be responsible for any costs associated with any such medical treatment and/or transportation.

PHOTOGRAPHY BY SYDNEY UNI SPORT

By enrolling your child/children, you acknowledge and consent to that authorised Sydney Uni Sport staff may take photographs of program participants, for use only in publicity and advertising. This consent is assumed unless you specifically contact Sydney Uni Sport and request no photography or add it as an additional need when enrolling.

Any photography by any persons not authorised by Sydney Uni Sport is strictly prohibited, including children attending the program and is considered a breach of our Child Protection Policy. No refund of the program fee will be provided to participants if they breach this policy.

CLASS BEHAVIOUR GUIDELINES

All program participants have the right to be involved in a positive environment, maintaining positive relationships throughout; bullying, inappropriate comments or touching of any kind will

not be tolerated. The health, safety and wellbeing of all participants and staff is paramount; all participants must follow safety guidelines and instructions given by any member of SUSF staff.

Should a parent/carer or participant feel their rights are not being maintained, they should approach our Deck Supervisor who will begin an investigation as soon as possible.

Actions for behaviour management

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

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

Sydney Uni Sport reserves the right to refuse or terminate enrolment if there is a breach of the Swim Program Behaviour Guidelines. No refund of the program fee will be provided to participants removed for behavioural reasons. Any costs incurred as a result of damaged property will be charged to the parent or guardian

PRIVACY STATEMENT

Sydney Uni Sport (ABN 45 634 542 644) and its related or affiliated entities (including all affiliated clubs, programs, and competitions) may collect personal information and health information from you in accordance with the Privacy Act 1988 (Cth) and other applicable privacy laws.

We may collect personal information about you including CCTV footage and photographs. By agreeing to these terms and conditions, you consent to Sydney Uni Sport:

- collecting health information about you, including and medical, behavioural, or additional needs or allergies that you have; and
- using your personal information to contact you about our brands, products, services, special offers, promotions, newsletters, online surveys, fundraising campaigns, alumni events, news and competitions.

Sydney Uni Sports collects and uses personal and health information about you 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; and
- assess your readiness for physical activity/exercise, ability to participate in programs, general welfare and to provide you with medical treatments as required.

We may also use photographs of you for publicity and advertising purposes and as part of the enrolment process parents/guardians' consent to allow their children to be photographed demonstrating teaching and coaching activities. These images may be posted on the Sydney Uni Swimming Program website, Instagram or Facebook page. No mention of a child's name will be made unless we contact the parent/guardian and gain additional consent. Should you not wish for your child to be photographed please email us or advise us in writing as part of your enrolment.

Sydney Uni Sport may disclose personal information about you to:

- related entities and affiliates of SUSF (including clubs);
- IT system administrators;
- medical and health providers who provide services to Sydney Uni Sport members or users of Sydney Uni Sport services or facilities; and
- third party service providers and credit reference agencies or debt collection agencies if you default on payments due to or obtain payment from you.

You can request access to personal and health information held by Sydney Uni Sport about you and seek correction of such information. Please refer to the Sydney Uni Sport Privacy Policy on the Sydney Uni Sport 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 Sydney Uni Sport and how Sydney Uni Sport will deal with such a complaint.

If Sydney Uni Sport is not able to collect the personal and health information set out above, we may not be able to process your enrolment, allow you to participate in Sydney Uni Sport activities or deal with your enquiries.

Please feel free to contact Sydney Uni Sport on 9351 4960 or admin@sport.usyd.edu.au if you have any questions about privacy. You may also refer to our privacy policy on the Sydney Uni Sport [website](#) for more information.

TERMS AND CONDITIONS FOR SYDNEY UNI SPORT & FITNESS

DIRECT DEBIT PASSES

As set out in the Sydney Uni Sport & Fitness Membership Form and Terms & Conditions, the Debtsuccess fortnightly billing facility is available for Sydney Uni Sport & Fitness Swim Program

On 1 January of each calendar year, Sydney Uni Sport & Fitness shall be entitled to increase the fortnightly payment in line with annual price increases. Any changes will be communicated to members.

This is a binding agreement, which will not be cancelled by me for a minimum 10 - weeks other than as set out in these Terms & Conditions.

The fortnightly membership payment will continue automatically after the minimum term of 10 weeks until you advise SUSF of your desire to cancel and any cancellation fees applicable have been paid in full.

I understand that a time stop facility is not available on my Sydney Uni Sport & Fitness Debitsuccess membership.

All payments shall be payable whether or not I attend the Sydney Uni Sport

I agree to abide by the Terms and Conditions set by Sydney Uni Sport & Fitness in relation to the use of its Debitsuccess fortnightly billing facility. I acknowledge that if I fail to comply with any such Terms and Conditions, I may have the enrolment cancelled at my own cost. I am aware that in such case, no refund of fees and/or Debitsuccess payments will be paid.

By ticking 'YES' to this form I/we authorise Debitsuccess Pty Limited, contracted by and acting on behalf of the Business to collect payments due by me/us pursuant to the Agreement (defined below), to debit payments from my specified Credit Card above, and I/we acknowledge that Debitsuccess will appear as the merchant on my credit card statement. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business and where such instructions from the Business are received by Debitsuccess Pty Limited, I/We do not require Debitsuccess Pty Limited to notify me/us of such variations to the debit amount.

I/we authorise you until further notice to debit my/our account with all amounts which Debitsuccess Pty Limited, the registered initiator of the above Authorisation Code may be initiated by Direct Debit. I/we acknowledge and accept that the bank accepts this authority only upon the conditions set out in this form.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request and the provided DDR Service Agreement which follows, and I/we have read and understood the same.

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

RELATIONSHIP I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

CLEARED FUNDS I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment (“Day to Debit”) to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that Debitsuccess/Business is to provide 14 days’ notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

CANCELLING THESE DEBIT TERMS I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

DISHONoured PAYMENTS I/We acknowledge that: -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and -Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

DISPUTES I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and

The Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

Debitsuccess will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact

DebitSuccess Pty Ltd.

PO Box 577, Mt Waverley, Vic, 3149