

2026 SYDNEY UNI SWIMMING PROGRAM TERMS & CONDITIONS

By enrolling in a Sydney Uni Sport Swimming Program, you confirm that you have read and agree to these Terms and Conditions for yourself and/or your child(ren).

Parents and carers agree to manage enrolments, payments, assessment results, credits, and make-up lessons through our home portal.

During lessons, Swim Deck Supervisors and Swim Reception staff are your main points of contact.

Assessments & Eligibility

- All swimmers (except non-swimmers aged 3+) must complete an assessment before enrolling.
- Swimmers must have an active Sydney Uni Sport profile complete to book an assessment.
- Assessments are booked via Swim Reception swimschool@sport.usyd.edu.au
- New swimmers need level assigned by administration before enrolling online.
- All participants must be fully toilet trained. Aqua nappies are not permitted in the competition pool.

Program Payments

- You are enrolling for a **10 week** Learn to Swim programs paid via fortnightly direct debit.
- Payments are taken two weeks in advance.
- Adult programs, Holiday Intensives, and Private Lessons require full payment upfront.
- Fourteen days' notice is required to cancel direct debit billing at the end of term.
- Eligible government vouchers may be applied as account credit and used online.
- Pool entry is via membership card swipe.
- A \$7.50 replacement fee applies for lost or damaged cards.
- Fees are reviewed annually and displayed on the website and at Swim Programs Reception.
- Adult programs, Holiday Intensives, and Private Lessons require full payment upfront.

Discounts

Sibling discounts apply to Learn to Swim programs only:

- 2nd child: 10% off
- 3rd child and above: 15% off
- Discounts do not apply to squad swimming.
- No additional discounts apply for staff, students, or other programs.
- Discounts may change without notice.

Credits, Withdrawals & Refunds

- Sydney Uni Sport operates a credit-only system. Refunds are generally not provided.
- Credits can be used for any Sydney Uni Sport activity, service, or product and do not expire.
- Credits are not issued for partial lesson attendance, and make-up lessons are not provided in these cases.
- If a class is cancelled due to emergency evacuation, credits apply only if more than 20 minutes of the lesson is lost.
- Refunds will be processed back to Australian Bank accounts only

Illness or Injury

- Credits are issued only if four **(4)** or more lessons are missed due to illness or injury.
- A medical certificate covering the full period is required. Backdated certificates not accepted.

Medical withdrawals - refunds

- Must be supported by a medical certificate or written confirmation from a registered medical or allied health practitioner.
- Documentation must clearly state the dates covered and confirm the participant is unfit to continue.
- Backdated certificates are not accepted.
- Withdrawals and refunds take effect from the date the documentation is issued.

Relocation withdrawals - refunds

- If a participant moves more than 10 km out of area.
- Written evidence is required, such as a lease agreement, utility bill, employer letter, or school enrolment confirmation, showing relocation outside the service area.

Make-Up Lessons

- Two make-up lessons per term are issued (with expiry).
- Make-ups are available between Weeks 3 and 10 only.
- Absences must be marked in your online portal at least one hour before the lesson, otherwise the make-up is forfeited.
- Make-ups are subject to availability and booked online.
- No credits are issued instead of make-up lessons.
- Make-ups do not carry over to the next term.

Private Lessons

- Private lessons are booked and paid upfront for the term or agreed lesson block.
- Private lessons are not eligible for make-up classes.
- Two credits/sessions may be issued if at least 12 hours' notice of cancellation is provided.
- Cancellations made with less than 12 hours' notice are forfeited.
- Credits issued for private lessons must be used within the same term and are subject to availability.
- Private lesson times are reserved exclusively for the participant and cannot be transferred to another swimmer.
- Sydney Uni Sport reserves the right to cancel or reschedule a private lesson due to instructor illness or operational requirements. Where this occurs, a credit or rescheduled lesson will be offered.
- No refunds are provided for private lessons, except as required under Australian Consumer Law.

Pool Use & Safety

The safety and wellbeing of participants and staff is our priority. All patrons must follow instructions from Sydney Uni Sport staff and comply with the Facility Code of Conduct. Breaches may result in removal from the program.

- Children under 10 years must be escorted by a carer who remains in view during lessons.
- Sydney Uni Sport does not provide duty of care outside scheduled lesson times.
- This is member's lap pool, not a leisure pool . **No free play is permitted before or after lessons.**
- Program participants may only swim outside lessons if accompanied by a paying, in-water supervising adult.
- Children over 7 must use gender-specific or family change rooms.
- Sydney Uni Sport is not responsible for lost or stolen items.
- No running, food, glass, cameras, or videography in pool areas.
- Appropriate swimwear must be always worn.
- Relevant medical, behavioural, or family information must be provided at registration.
- Entry or participation may be refused if a person is unwell or displaying symptoms of illness.
- Sydney Uni Sport reserves the right to refuse entry or participation at its discretion.

RELEASE

Risk, Liability & Medical Consent

By enrolling in a Sydney Uni Sport Swimming Program, the participant, or the parent or legal guardian on behalf of a participant under 18 years of age, acknowledges and agrees as follows:

1. Assumption of Risk

Participation in aquatic and physical activity programs involves inherent risks, including but not limited to personal injury, illness, or property damage. Participation is undertaken **voluntarily and at the participant's own risk.**

2. Exclusion of Liability

To the extent permitted by law, Sydney Uni Sport, its officers, employees, agents, contractors, and volunteers **exclude all liability** for any loss, damage, injury, or death suffered by any person, or damage to property, arising out of or in connection with participation in any Sydney Uni Sport activity, whether caused by negligence, omission, or any other act or circumstance.

3. Health Responsibility

Participants are responsible for ensuring they are **medically fit to participate.** Parents and guardians are responsible for ensuring their child is fit to participate. Participants are encouraged to seek medical advice prior to enrolment.

4. Medication Management

Where a participant requires access to medication during lessons, including but not limited to asthma inhalers or EpiPens, it is the responsibility of the enrolling parent or guardian to ensure that such medication is **clearly labelled, in date, and readily accessible**, and that relevant staff are informed.

5. Medical Treatment Authorisation

The participant, or the parent or guardian on behalf of the participant, authorises Sydney Uni Sport and its representatives to **obtain emergency medical treatment and/or transport** as reasonably required in the event of illness or injury.

6. **Costs of Medical Treatment**

The participant, or the parent or guardian, acknowledges and agrees that **all costs associated with medical treatment and/or transport** obtained under this authorisation remain their sole responsibility.

7. **Non-Excludable Rights**

Nothing in these Terms and Conditions operates to exclude, restrict, or modify any rights or remedies that cannot be excluded under the **Australian Consumer Law** or other applicable legislation.

Photography by Sydney Uni Sport

When enrolling, parents and carers are given the option to opt in or opt out of photography and video use via a tick-box in the enrolment form.

If consent is provided, authorised Sydney Uni Sport staff may take photographs or videos of program participants for approved purposes, including promotion, advertising, and staff training. If consent is not given, no images or footage of your child will be used. Photography preferences can also be updated at any time through your account or by contacting Sydney Uni Sport.

Photography or videography by any person not authorised by Sydney Uni Sport is strictly prohibited, including by parents, carers, or children attending the program. Any unauthorised photography is considered a breach of Sydney Uni Sport's Child Protection Policy. Participants who breach this policy may be removed from the program, and no refund of program fees will be provided.

Behaviour & Child Protection

Sydney Uni Swimming operates in accordance with Sydney Uni Sport's Child Protection Policy, Code of Conduct, and relevant University and NSW child-safe standards.

Child Safety Commitment - Child & Youth Enrolments (Under 18 Years)

Sydney Uni Swimming is committed to providing a child-safe environment where children and young people feel safe, respected, and supported at all times.

All children have the right to participate in programs free from bullying, harassment, discrimination, intimidation, or inappropriate behaviour, including inappropriate language or physical contact. Any conduct that compromises child safety will be treated seriously and may constitute a breach of the Child Protection Policy.

Behaviour Expectations

Children enrolled in Sydney Uni Swimming programs must:

- Follow all safety rules and instructions issued by staff
- Treat instructors, staff, and other participants with respect
- Refrain from bullying, aggressive behaviour, or inappropriate conduct

Parents and carers are expected to support and reinforce these expectations.

Behaviour Management

Where a child's behaviour does not meet expected standards, Sydney Uni Swimming may take one or more of the following actions, depending on severity and frequency:

- Provide a clear reminder of expected behaviour and safety requirements
- Implement increased supervision, such as positioning the child closer to the instructor
- Temporarily remove the child from the group for 5–10 minutes to allow time to regulate and reflect
- Contact parents or carers where behaviour persists or raises concern

Where behaviour presents a risk to the safety or wellbeing of the child, other participants, or staff, Sydney Uni Sport may take immediate action, including removal from the session.

If behaviour does not improve despite reasonable interventions, or where a serious breach occurs, Sydney Uni Sport may require the child to be withdrawn from the program. This decision is made in the interests of child safety and program integrity.

Breach of Child Protection Standards

- Sydney Uni Sport reserves the right to refuse or terminate enrolment where there is a breach of the Behaviour Guidelines, Code of Conduct, or Child Protection Policy.
- No refund will be provided where enrolment is terminated for behavioural or child protection reasons.
- Any costs associated with damage to property caused by a child will be charged to the parent or legal guardian.
- Serious matters may be escalated internally or externally in line with mandatory reporting obligations.

Adult Enrolments (18 Years and Over)

Behaviour Expectations

Adult participants are expected to:

- Act in a safe, respectful, and inclusive manner
- Follow all safety rules and instructions issued by Sydney Uni Sport staff
- Refrain from bullying, harassment, aggressive behaviour, or inappropriate conduct

Behaviour that impacts the safety, comfort, or wellbeing of others will not be tolerated.

Behaviour Management

Where an adult participant fails to meet expected behaviour standards, Sydney Uni Swimming may:

- Issue a verbal warning or reminder
- Remove the participant from a session
- Refuse ongoing participation or terminate enrolment, depending on the seriousness of the behaviour

Breach of Behaviour Standards

- Sydney Uni Sport reserves the right to refuse entry or terminate enrolment for breaches of behaviour, safety rules, or University policies.
- No refund will be provided where enrolment is terminated for behavioural reasons.
- Any costs resulting from damage to property will be charged to the participant.

Raising Concerns

If a participant, parent, or carer believes that behaviour standards or child safety obligations are not being upheld, concerns should be raised with the Deck Supervisor, who will respond and escalate the matter in accordance with Sydney Uni Sport policies.