

Introduction

Sydney Uni Sport ("SUS") operates the Sydney Uni Pickleball Program. By making a booking with us and/or entering any SUS premises, you agree to these Terms and Conditions.

You also agree to abide by the SUS Member Facility Code and the SUS Code of Conduct. Breach of either of these Codes may lead to termination of participation in the SUS Pickleball Program without refund. These Codes are available on the SUS website www.susf.com.au

All enquiries should be directed to sydneyunipickleball@sport.usyd.edu.au or by telephone 02 9036 5212

Payment

Full payment is required to confirm and secure enrolment. All group coaching, private coaching and semi-private coaching are to be booked and paid for in advance. If payment has not been made, admission to the lesson will not be permitted. All social Pickleball payments must be made prior to playing to secure your place.

All Pickleball Programs are non-refundable and non-transferable unless otherwise stated. SUS reserves the right to modify program schedules or cancel sessions where participant numbers are insufficient to sustain the viability of the class. **SUS reserves the right to cancel any programs at any time.**

Refunds

No refunds or make-up lessons will generally be provided if you are sick or away for a group lesson. All group classes have limited numbers and as such no refunds or make-up lessons can be provided for non-attendance in any group lessons. Unfortunately, this means whether you are absent because of illness, travel, work commitments, personal reasons or you just forgot – generally no refunds or make-up lessons are possible.

If there are extenuating circumstances, or a medical certificate is provided, SUS may offer a make-up lesson if we are notified at least the morning of the lesson (prior to midday).

Private lessons may be rescheduled provided a minimum of 24 hours' notice is given. If less than 24 hours' notice is given a \$35 fee will apply. Full payment is required for a missed lesson with no notice.

Poor weather cancellations

In the event of poor weather, participants will be contacted by SUS at least an hour prior to the lesson. If you do not hear from SUS, you should assume the lesson is going ahead as usual. Due to the unpredictability of the weather, it is not always possible to provide at least an hours' notice if lessons are cancelled. Decisions regarding lesson cancellations are at the sole discretion of the SUS Pickleball Program.

In the event of poor weather resulting in the cancellation of the lesson, a make-up class will be provided. If participants do not attend make-up lessons, no payment will be refunded nor followed on to the next coaching term. All make-up lessons are subject to availability and are at the discretion of the SUS Pickleball Program. In particular, SUS cannot guarantee the provision of make-up classes for one-on-one lessons or group lessons due to coaching and court availability.

SUS will not be liable for cancellations, schedule changes or disruptions caused by circumstances beyond its reasonable control, including but not limited to extreme weather events, government directives, facility closures, public health orders or other unforeseen events.

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.

Risk

You consent to participating in the Sydney Uni Pickleball Program. You acknowledge that you will be exposed to certain risks when participating in the Sydney Uni Pickleball Program including, but not limited to, physical injury.

You acknowledge and understand that if you require access to medication during Pickleball lessons it is up to you to ensure ALL medications (e.g. asthma puffers, EpiPens etc) are accessible. You acknowledge and understand that Sydney Uni Pickleball Program coaches only carry basic first aid supplies and will not have access to additional medications.

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

In consideration of your participation in the Sydney Uni Pickleball Program, to the extent permitted by law, you agree to release and discharge SUS and its directors, officers, employees, volunteers and agents, from all liability in respect of any loss or damage you may suffer. Without limiting the foregoing, you also agree to release, defend, hold harmless and indemnify SUS and its directors, officers, employees, volunteers and agents from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising or incurred as a result of or in connection with your participation in the Sydney Uni Pickleball Program.

Appropriate Pickleball attire is required at all times – shirts must stay on, and closed-in sports shoes must be worn at all times.

SUS is not responsible for any loss, theft or damage to personal belongings brought onto its premises.

Consent to the use of imagery

As part of the enrolment process you consent to be photographed or recorded (including video) demonstrating coaching activities and celebrating achievements for promotional purposes without compensation. These images may be used in digital, print or social media materials posted on the Sydney Uni Pickleball Program website, Instagram or Facebook page. No mention of your name will be made unless we contact you and gain additional consent. Should you not wish to be photographed please email us or advise us in writing as part of your enrolment.

Privacy Statement (Full statement can be found on the SUS website)

The personal information provided on this form is collected by Sydney Uni Sport and Fitness (ABN 45 634 542 644). You can access the personal information we have collected and request a copy of our Privacy Policy by telephoning 9351 4960. SUS reserves the right to use the information collected for promotional purposes unless otherwise notified. SUS abides by the Privacy and Personal Information Protection Act 1998 (NSW).

SUS 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.