

SYDNEY UNI SWIMMING TERMS & CONDITIONS

Sydney Uni Swimming Program Terms and Conditions

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

For all enquiries, please contact swimschool@sport.usyd.edu.au.

Ongoing enrolment payments, grading, credits, make-up lessons, and program communication are managed through our website and family portal. During sessions, **Swim Deck Supervisors** and **Swim Reception staff** are your main points of contact.

1. Applications and Assessments

All new applicants, except non-swimmers aged 3+, must complete an assessment before joining a swim program. Assessments are free of charge. To book, please call Swim Programs Reception on **(02) 9351 8735**.

New swimmers must first be assigned a level by administration before enrolling online.

All participants must be fully toilet trained. **Aqua nappies are not permitted in the competition pool.**

2. Program Payments

Learn to Swim term programs are billed by **fortnightly direct debit** over a full **10-week program**. Payments are debited **2 weeks in advance**.

Please note:

- withdrawals can only be scheduled for the **end of term**
- **14 days' written notice** is required to stop direct billing at the end of term
- Holiday Intensives, and Private Tuition require **upfront payment**
- approved Government vouchers may be applied as **account credit** for online use
- entry to the pool hall is by **membership card swipe**
- lost cards incur a **\$7.50 replacement fee**
- fees are reviewed annually and current prices are available on the website and at Swim Programs Reception

3. Discounts

Sibling discounts apply to the **Learn to Swim program only**:

- **2nd child:** 5% off the standard price
- **3rd and subsequent children:** 10% off the standard price

Sibling discounts do not apply to squad swimming.

Discounts cannot be combined with any other offer. No additional discounts apply for staff, students, or other Sydney Uni Sport programs unless otherwise stated. Discounts may change without notice.

4. Credits and Refunds

Sydney Uni Sport operates an **account credit system**. Refunds are **not generally available**, except where required by law or where specifically approved under the conditions below.

Please note:

- credits may be used for any Sydney Uni Sport activity, service, or product
- credits do **not expire**
- credits are not issued for partial attendance of a lesson
- make-up lessons are not replaced with credit
- credits for illness or injury are only considered where **4 or more lessons** are missed and a **medical certificate covering the full period** is provided
- refund requests will only be considered within a **7-day cooling-off period** or where the participant moves **more than 10km out of the area**

5. Make-up Lessons

Learn to Swim participants are entitled to **2 make-up lessons per term**.

To be eligible:

- the absence must be marked in your online portal **at least 1 hour before** the lesson start time
- make-up lessons are **subject to availability**
- make-up lessons must be booked through your **online family account**
- make-up lessons are available between **Weeks 3 and 10**
- unused make-up lessons do **not carry over** into the next term
- no credits are provided in place of make-up lessons

For **Private Lessons**, Sydney Uni Swimming does not offer make-up lessons. Instead, **2 credits per term** may be issued where **12 hours' notice** is given.

6. Pool Use, Supervision and Facility Rules

The health, safety and wellbeing of all participants and staff is our priority. All participants and parents must follow safety directions given by Sydney Uni Sport staff and comply with the **SUSF Facility Code of Conduct**. Breaches may result in refusal of entry or termination from the program.

Please note:

- children **under 10 years** must be escorted by a parent or carer who remains on site and keeps the child in view during lessons
- parents and guardians are responsible for their children once they enter Sydney Uni Sport, except during the child's allocated lesson
- Sydney Uni Sport does not take duty of care for children outside their scheduled lesson time
- the pool is a **lap pool facility**, not a leisure pool

- **free play is not permitted** before or after lessons
- participants may only swim outside lessons if accompanied by a **paying adult who is in the water and actively supervising**
- proof of payment may be requested
- children **over 7 years** must use the appropriate gender-specific change room or family change facilities
- Sydney Uni Sport is not responsible for lost or stolen belongings, including items left in bags or lockers
- valuables should not be brought into the pool hall
- no running is permitted in pool areas
- no food or glass is permitted in the pool area
- no cameras or videography are permitted within the Centre unless authorised by Sydney Uni Sport
- appropriate swimwear must be worn at all times. Outerwear, underwear, and loose or unsuitable swimwear are not permitted
- relevant medical, behavioural, support, or family information must be provided at the time of registration and updated as needed
- Sydney Uni Sport may refuse participation to anyone who is unwell or displaying symptoms of illness, including contagious conditions
- Sydney Uni Sport reserves the right to refuse entry to any child or adult where necessary for safety, wellbeing, or program management

7. Child Safety and Physical Guidance

Sydney Uni Sport is committed to providing a child-safe environment in all programs.

As part of swimming instruction, appropriately trained staff may sometimes provide **limited physical guidance** where reasonably necessary for safety, body position, buoyancy, movement, or skill development.

By enrolling your child, you acknowledge and consent to staff using **minimal and appropriate physical guidance** when reasonably required for teaching or safety.

Where appropriate and practicable, staff will explain the guidance to the child and seek the child's consent at the time. If a child does not consent, or shows distress or discomfort, staff will stop and use an alternative teaching approach unless immediate action is required to prevent harm or ensure safety.

8. Release, Risk and Medical Assistance

By enrolling, you acknowledge that participation in swimming and aquatic activities involves inherent risks, including the risk of physical injury.

You agree that Sydney Uni Sport is not responsible for injury, loss, or damage to person or property arising from participation in program activities, except where liability cannot be excluded by law.

Participation is voluntary and at your own risk, or at the risk accepted on behalf of your child.

If you or your child require medication during lessons, including items such as **asthma puffers or EpiPens**, it is the responsibility of the parent or guardian to ensure that the medication is available and easily accessible during the lesson.

You authorise Sydney Uni Sport representatives to obtain medical assistance, treatment, and transport for you or your child where reasonably necessary. You consent to that treatment and acknowledge that any associated costs are your responsibility.

9. Photography

Authorised Sydney Uni Sport staff may take photographs of participants for approved publicity and advertising purposes.

By enrolling your child, you consent to this unless you specifically advise Sydney Uni Sport in writing that you do **not** consent, or record this as an additional need during enrolment.

Photography, filming, or videography by anyone **not authorised** by Sydney Uni Sport is strictly prohibited. This includes parents, spectators, and children attending the program. Unauthorised photography is considered a breach of our Child Protection Policy and may result in removal from the program without refund.

10. Behaviour Expectations

All participants have the right to be involved in a positive, respectful, and safe environment. Bullying, inappropriate comments, unsafe behaviour, and unwanted physical contact will not be tolerated.

All participants must follow safety instructions given by Sydney Uni Sport staff at all times.

If a parent, carer, or participant feels these expectations are not being upheld, they should speak with the **Deck Supervisor**, who will begin follow-up as soon as possible.

Where behaviour concerns arise, Sydney Uni Sport may take one or more of the following steps:

- remind the child or young person of expected behaviour
- increase supervision or bring the participant closer to the instructor or coach
- remove the participant from the group for a short period, usually **5 to 10 minutes**
- contact the parent or guardian
- as a last resort, ask the parent or guardian to remove the child from the program

Sydney Uni Sport reserves the right to refuse or terminate enrolment where the Behaviour Guidelines are breached. No refund will be provided where a participant is removed for behavioural reasons. Any costs resulting from damage to property may be charged to the parent or guardian.

11. Privacy

Sydney Uni Sport & Fitness Limited trading as Sydney Uni Sport is committed to handling personal information in accordance with the **Privacy Act 1988 (Cth)** and other applicable laws.

By enrolling, you consent to Sydney Uni Sport collecting, storing, using, and disclosing personal information as reasonably required to:

- manage enrolment and attendance
- provide services and communicate with you

- support health, safety, welfare, and emergency management
- process payments and account activity
- improve services and systems
- meet legal and operational requirements

The information collected may include contact details, date of birth, emergency contacts, payment details, attendance information, medical or behavioural information relevant to participation, and other details provided through our website or online portals.

Sydney Uni Sport may share information where reasonably necessary with related entities, the University of Sydney, payment providers, IT and system administrators, medical providers, legal or regulatory bodies, and other service providers supporting program delivery and administration.

Sydney Uni Sport takes reasonable steps to store personal information securely.

You may request access to or correction of your personal information by contacting:

Sydney Uni Sport Legal Department

legal@sport.usyd.edu.au

You may also contact the same address if you have a privacy complaint.

12. Direct Debit Terms

By choosing a fortnightly direct debit payment option, you authorise **DebitSuccess Pty Ltd**, acting on behalf of Sydney Uni Sport, to debit payments from your nominated account or credit card.

By proceeding, you acknowledge that:

- this is a binding payment agreement for a minimum **10-week program**
- fortnightly payments continue automatically after the initial 10 weeks unless cancelled in accordance with these terms
- direct debit cancellations do not cancel any fees already owing
- a time-stop or pause is **not available** during the 10-week program
- all scheduled payments remain payable whether or not lessons are attended
- annual fee increases may apply and will be communicated
- DebitSuccess may appear as the merchant on your bank or credit card statement
- you must ensure there are sufficient cleared funds available on the debit date
- dishonoured payments may incur bank fees, admin fees, and reprocessing fees
- failed debits may be retried or added to future debits
- requests to vary, defer, or stop a debit arrangement must be directed to Sydney Uni Sport
- cancelling a direct debit authority does not remove your responsibility to pay outstanding fees owed to Sydney Uni Sport

DebitSuccess acts only as a payment processor and is not responsible for the services provided by Sydney Uni Sport.

13. Changes to Terms and Conditions

Sydney Uni Sport may update these Terms and Conditions, fees, policies, or program settings from time to time. The most current version will apply and will be made available via the website or on request.

Enrolment Declaration

By enrolling in a Sydney Uni Sport Swimming Program, I confirm that I have read, understood, and agree to these Terms and Conditions on behalf of myself and/or my child(ren).
