Sydney University Sport & Fitness
Sydney Uni Sports & Aquatic Centre
Corner of Codrington St and Darlington Ln
Darlington NSW 2008
ABN 45 634 542 644

SYDNEY UNI SPORT SCHOOL HOLIDAY PROGRAM TERMS & CONDITIONS

1. Introduction

Sydney Uni Sport ('SU Sport') administers the Sydney Uni Sport School Holiday Program. These Terms & Conditions cover the various services provided by the School Holiday Program, including information about behavioural expectations and billing.

By enrolling into a SU Sport School Holiday 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 may be directed to sportscamps@sport.usyd.edu.au or by telephone at 1300 068 922.

2. Payments and Bookings

Payment must be made in full at the time of registration to secure a booking. A receipt confirming the details of the booking will be sent after the payment has been confirmed. Please retain your receipt as proof of registration. A transaction fee applies to all bookings.

Please choose carefully as we do not generally offer a refund/credit, unless the camp is cancelled. SU Sport accepts no responsibility for any changes in personal circumstances or work or school commitments. If a booking is taken after enrolments have closed (12 noon, one business day prior to the camp start date), dependent upon availability of space, a late fee of $25 will be applied. All entrants must be pre booked online or through our camp administration team.

All relevant medical, behavioural or additional information must be declared at the time of registration.

Please note:

- Every parent must register their own child, so all information is valid and correct.
- The School Holiday Program discount offer is only applicable to siblings from the same family. This can be applied to School Holiday Sports camps only. Aftercare is excluded from all discount offers and must be paid in full.

SU Sport does not accept responsibility for any items lost or stolen in and around the venue, this includes items placed in bags or lockers. SU Sport asks that all valuables are not brought to camp. Phones and electronic devices are not to be used during camp hours.

3. Release

By enrolling, you agree that SU 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 SU 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 a competition 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 SU School Holiday Program including, but not limited to, physical injury. You acknowledge and understand that if you or your child requires access to medication during camp it is up to you or as the enrolling parent/guardian, to ensure ALL medications (e.g. asthma puffers, EpiPens etc) are accessible. You acknowledge and understand that SU School Holiday Program coaches only carry basic first aid supplies and will not have access to additional medications.

You authorise any representative of SU 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.

4. High Risk Activities

From time to time, SU Sport may offer programs which SU Sport deems as 'High Risk Activities'. By enrolling your child in a High Risk Activity, you understand that such activities are physically demanding, and involve inherent risks, such as the risk of injury. You acknowledge that your child must follow all safety instructions provided by the relevant SU Sport staff in high risk activities, and seek further instruction from SU Sport staff in the event of any uncertainty. Failure to follow safety instructions may result in removal from the program. No refund of the program fee will be provided to participants removed if they breach these Terms & Conditions.

Rock Climbing Camp

SU Sport classifies the Rock Climbing Camp as a High Risk Activity. The following conditions apply only to participants enrolled in the Rock Climbing Camp.

By enrolling your child in the Rock Climbing Camp, you acknowledge and understand that indoor rock climbing is a physically demanding activity involving inherent risks. These risks may include falls, physical injury and, in some circumstances, serious injury.

You acknowledge that your child must receive and follow all safety instructions provided by The Ledge Climbing Centre and SU Sport staff, regardless of any previous climbing experience. If your child is unsure of any instruction or activity, they must seek further guidance from a staff member before continuing.

You acknowledge that participation in indoor rock climbing may involve physical and mental demands and may result in reactions including fear, panic or hyperventilation.

By enrolling your child, you confirm that all relevant medical, physical, behavioural or additional information that may affect your child's participation has been disclosed to SU Sport. You acknowledge that your child must follow all safety procedures, instructions and directions provided by The Ledge Climbing Centre and SU Sport staff at all times. Failure to follow safety instructions may result in your child being unable to continue participating in climbing activities.

Other High Risk Activities

From time to time, SU Sport may offer other School Holiday Programs which SU Sport deems as High Risk Activities. These activities will also be covered by the SU Sport School Holiday Program Terms & Conditions, in conjunction with any other relevant SU Sport policies.

5. Refunds

If you cancel your booking more than 10 business days before the program start date, a refund will be processed minus a $50 administration fee per child. Cancellations made within 10 business days of the program's start date are non-refundable.

In the event that, after a registration is received, the participant is injured or unable to attend due to medical reasons, a medical certificate must be provided to SU Sport covering the relevant clinic dates. If supplied, the participant will be issued a credit for a future SU Sport School Holiday Program, equal to the time missed due to illness or injury. Please note that no refunds will be provided in these cases.

Refunds will not be issued for partial attendance, and we are unable to offer make-up sessions for missed days.

No refunds or transferrable funds will be given for cancellations of aftercare. If an aftercare booking is cancelled more than 10 days prior to the start of the booking, a credit note will be given to be used as aftercare credit ONLY. If an aftercare booking is cancelled less than 10 days prior to the booking, the fee is non refundable.

A request to change to another program will be dependent upon availability of space. Any camp change will incur a $25.00 administrative fee.

SU Sport reserves the right to refuse or terminate enrolment for a sports program where the authorised adult does not provide an individual health management plan for a declared medical condition for their child or provide appropriate medication or information regarding a medical condition.

SU Sport reserves the right to refuse or terminate enrolment for a water polo camp where the child does not meet the swimming requirements as determined by SU Sport.

6. Illness & Exclusion

Participants must not attend if unwell. This includes fever, cold or flu symptoms, persistent cough, nasal discharge, vomiting, diarrhoea or any contagious illness or condition. SU Sport may refuse participation to anyone who is unwell, displaying symptoms of illness, or considered to pose a health or safety risk to others. As noted under 'Refunds', where a participant cannot attend due to illness, a medical certificate must be provided.

7. Credits

As explained above, in some extenuating circumstances, SU Sport may in its absolute discretion offer a pro rata credit.

If you have any credit, please email us at sportscamps@sport.usyd.edu.au to redeem it. If you choose not to redeem your credit this way, and request SU Sport refund you manually after you have paid any fees, a $25 administration fee may apply. This also applies for any COVID related credits.

8. Program Cancellation by SU Sport

SU Sport reserves the right to cancel, reschedule or modify a School Holiday Program where reasonably necessary, including due to insufficient enrolments, coach or staff unavailability, facility restrictions, safety concerns or other unforeseen circumstances.

Where a program is cancelled by SU Sport, registered participants will be notified as soon as reasonably practicable and offered the choice of:

- A full refund of fees paid for the cancelled program;
- A transfer to an alternative available program; or
- A credit towards a future School Holiday Program.

SU Sport will endeavour to provide as much advance notice as reasonably practicable and minimise disruption to participants and their families.

Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law.

9. Photography

Photography by Members and Guests

For reasons primarily associated with child safety and privacy, the use of cameras and/or any recording device including mobile telephones with cameras is not permitted in any SU Sport facility without prior written approval from SU Sport Staff, and must not be used in the following areas:

- Change rooms;
- Toilets;
- Gymnasiums;
- Pool.

Any photography by any persons not authorised by SU Sport is prohibited, including children attending the program as it is a breach of our Child Protection Policy, which can be found on the SU Sport website. No refund of the program fee will be provided to participants removed if they breach these Terms & Conditions.

Photography by SU Sport

By enrolling your child/children, you are able to acknowledge and consent that authorised SU Sport staff may take photographs of camp participants, for use in publicity and advertising. This consent is not assumed. Consent may be granted through the enrolment process and can be withdrawn at any time in writing, although this will not apply to materials already published. If you have consented to the use and taking of photography, you acknowledge and give SU Sport full consent to

use, reproduce and publish any image of your child/children for any commercial, promotional and/or marketing purposes, and you acknowledge that you will not receive any compensation for the use of these images.

CCTV

You acknowledge and understand that CCTV has been installed in appropriate areas within SU Sport Facilities and surrounds as a strategic and operational component for Member, Guest and Staff safety, and crime and misconduct prevention.

By entering our Facilities, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with the SU Sport Privacy Policy (including for the purposes of providing this to the police or University security where necessary).

10. Values

SU Sport upholds the following values:

- Fair Play
- Respect of participants, officials and spectators
- Providing a safe, competitive and social environment that is open to everybody

To uphold these values, participants and spectators should accord to the following behaviours. If it is found that you or your child(ren) are not abiding by SU Sport's values you and your child(ren) may be asked to leave:

- Abide by the rules as set by the program, and do not act in any way to intentionally circumvent these rules.
- Respect the position of the umpire/referees and the decision(s) he/she makes.
- Do not abuse any other participant, official or spectator verbally or physically.
- Do not act with overly physical contact towards other participants or have any actions that could cause injury to another participant.

11. Behaviour Guidelines

All camp 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 SU Sport staff. Should a participant feel their rights are not being maintained, they should approach and inform SU Sport staff.

Actions for Behaviour Management

Failure for any participant to uphold the behaviour guidelines may result in the following steps being taken, at the discretion of SU Sport:

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

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

12. Privacy Statement

Sydney Uni Sport & Fitness Limited (ABN 45 634 542 644), trading as Sydney Uni Sport, 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.

SU Sport may collect personal information about you or your child/children including CCTV footage and photographs. By agreeing to these terms and conditions, you consent to SU Sport :

a) Collecting health information about you or your child/children, including and medical, behavioural or additional needs or allergies that your child/children have; and
b) Using your child/children's 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.

SU Sport collects and uses personal and health information about you or 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 and your child/children;
- 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/children's readiness for physical activity/exercise, ability to participate in programs, general welfare and to provide you with medical treatments as required.

SU Sport may disclose personal information about you to:

- Related entities and affiliates of SU Sport (including clubs);
- IT system administrators;
- Medical and health providers who provide services to SU Sport members or users of SU Sport's services or facilities;
- 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 may request access to personal and health information held by SU Sport about your child/children and seek correction of such information. Please refer to the SU Sport Privacy Policy on the SU 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 SU Sport and how SU Sport will deal with such a complaint.

If SU Sport is not able to collect the personal and health information set out above, we may not be able to process your child/children's enrolment, allow your child/children to participate in SUSF activities or deal with your enquiries.

Requests to access or correct personal information, or privacy complaints, be directed to the SU Sport Legal Department (legal@sport.usyd.edu.au).

For more information on privacy, please refer to our website, containing the SU Sport Member T&Cs and the SU Sport Privacy Policy – External.

13. Changes to Terms & Conditions

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

Where reasonably practicable, material changes affecting fees, billing, cancellation rights, program access or core service terms will be communicated before they take effect.

Nothing in this section limits any right or remedy available under Australian Consumer Law or any other law that cannot be excluded.

14. Enrolment Declaration

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