

## Terms and Conditions

In consideration of Personal Training Academy Pty Ltd (Hereinafter called 'PTA') entering into and providing training as described on the accompanying pages of this agreement (the accompanying pages of this agreement to be read in conjunction with and forming part of this two page agreement) with the person named on the reverse (Hereinafter called the 'Student'), the student hereby agrees to be bound by the following terms and conditions.

1. **Enrolment.** Confirmation of enrolment will only be provided on initial payment and receipt of this enrolment form. All successful students will receive notification of enrolment from PTA via email. If you do not receive notification of enrolment within 10 working days, you must contact PTA. Initial payment of this course will be deemed as enrolment and bound the student to these terms and conditions.
2. **Payment.** The student agrees to pay PTA the total course fee listed on this agreement. A deposit will reserve a place in the chosen face-to-face course and initiate online enrolments. Any funds paid by a student for training as mentioned in this agreement (including deposits and all other fees paid) are not transferable to any other persons or entity, including deceased or bankrupt estates. Students may incur additional cost when participating in practical assessments and extracurricular activities. For payment plans, students will receive 30 days prior to schedule payments students a tax invoice via email. PTA will accept payment of no more than \$1000 from each individual student prior to the commencement of the course. Following course commencement, PTA may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.
3. **Credit Application:** The student agrees that Personal Training Academy Pty Ltd may obtain a consumer credit report containing information about them from a credit-reporting agency for the purpose of assessing their application for commercial credit. The student also agrees that Personal Training Academy Pty Ltd may exchange information about them with those credit providers named in a consumer credit report issued by a credit reporting agency for the purpose of assessing their application, to notify other credit providers of a default by them, to exchange information with other credit providers as to the status of this loan where the student is in default to other credit providers and/or to access their credit worthiness. The student understands that the information exchanged can include anything about their credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
4. **Refund requests** must be made in writing using a Refund Request Form. This is available on the website [www.ptacademy.edu.au](http://www.ptacademy.edu.au) Refunds will not be given for any of the following reasons; 1) Change of mind about a course, 2) Non completion of assessments, 3) Failure to attend a scheduled training session. If the student wishes to cancel the course they must notify PTA in writing within 10 days from the start of the course which will result in a full refund less the administration fee. N.B. Non-commencement within the online platform is not considered grounds for a refund. Cancellation of this course or change of mind does not entitle the student to a refund, furthermore the students financial obligations continues until the course is paid in full. Refunds after this period will only be considered based on extenuating circumstances, which may impair the student's ability to complete the course. This needs to be supported with evidence as outline in the student handbook provided. Should PT Academy cancel a course, students will be entitled to a full refund (or pro rata adjusted if a Statement of Attainment can be issued), or to transfer to another future course date.
5. **Cancellations.** All cancellations must be received in writing. If you wish to cancel a course, notification must be received in writing at least 10 working days following enrolment. If notification is received in writing within 10 days of enrolment, a refund will be considered on the merits of the notification and against the policies of PTA Refund Policy. Non-commencement within the online platform is not considered grounds for a cancellation. If you are unable to attend where a seat has been reserved for you, you may cancel your course with a minimum of 30 days prior to the course start date at no charge. If cancellation is within 30 days, a fee of \$450 applies upon re-booking. If the student does not attend the course and no notice is given, a fee of \$550 applies upon re-booking.
6. If you are unable to attend where a seat has been reserved for you, you may defer to an alternate date with a minimum of 4 weeks prior to the course start date at no charge. If deferral is within 30 days of the practical course commencement date a fee of \$450 applies upon re-booking. If the student does not attend the course and no notice is given, a fee of \$550 applies upon re-booking.  
Deferments of an online enrolment will incur fees as follows  
3 months - \$195, 6 months - \$350, 9 months - \$500, 12 months - \$600. Applications for deferral are for course content only not for payments, condition to approval.
7. Students are given 12 months to complete the Certificate III and IV in Fitness. PT Academy suggests student schedule study plans to the following timeframes; SIS30310 Certificate III in Fitness 4-5 months, SIS40210 Certificate IV in Fitness 6-7 months. These timeframes are stand alone for the course. Students are entitled to apply for extensions and deferments, Fees will incur for extensions; 3 months - \$195, 6 months - \$350, 9 months - \$500, 12 months - \$600. Students will have ACCESS to the course for up to 3 years from date of purchase, Students can access and view the course material for self-improvement; this access is independent to the allocated course duration and extension/deferment clauses and will begin from the students enrolment date.
8. **Practical Waiver and Release.** I hereby waive and release PTA and/or sub-contractor (to be known as the "Workplaces or Release Parties") from liability pertaining to the matters set forth below. I understand that by signing this form, I expressly and willingly agree to assume complete responsibility for any risk of injury that may arise from my training and study. On behalf of myself, my heirs, my assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the above named Released Party. I do not have any physical limitations, medical ailments, physical or mental disabilities (other than states on the reverse) that would limit or prevent me from participating in the above mentioned activity, and if required, will obtain a medical examination and clearance.
9. **Student Responsibilities.** Students must provide PTA Administration with any and all changes to contact details, new address, and new mobile numbers. Students agree to read all information provided in PTA communications and if unsure of content approach a staff member for further clarification. Students are responsible for all personal items while on the campus premises.
10. **Exclusivity.** The content contained in PTA course is for the personal use of the account holder only. You can print any of the content contained in the members section and in online courses provided that you use the printed copies for your personal use only. You must not provide any of the materials or content in the PTA website to any other fitness professional, personal trainer or any other person associated with the fitness industry unless they are a member of PTA, without the prior written consent of PTA. You must keep your Username and Password secure and you must not provide this information to any other person.
11. **Copyright.** The copyright of all the PTA web site is the property of PTA and is protected by International copyright laws. The copyright of all the course material in each online course is the property of the course provider named in the course home page. Failure to abide by these terms is a breach of copyright and legal remedy may be sought under copyright and International law.
12. No express or implied warranty (whether of merchantability, fitness for a particular purpose, or otherwise) or other guarantee is made as to the accuracy or completeness of any of the information or content contained in any of the pages in this web site or otherwise provided by personal training on the net. No responsibility is accepted and all responsibility is hereby disclaimed for any loss or damage suffered as a result of the use or misuse of any information or content or any reliance thereon. It is the responsibility of all users of this website to satisfy themselves as to the medical and physical condition of themselves and their clients in determining whether or not to use or adapt the information or content provided in each circumstance. Notwithstanding the medical or physical condition of each user, no responsibility or liability is accepted and all responsibility and liability is hereby disclaimed for any loss or damage suffered by any person as a result of the use or misuse of any of the information or content in this website, and any and all liability for incidental and consequential damages is hereby expressly excluded. Except as otherwise required by law, all PTA products and all products offered for sale through the PTA web site are sold "as is," and any and all warranties, including any warranty implied by law, whether of merchantability, fitness for a particular purpose, or otherwise, are hereby expressly disclaimed, and any and all liability for incidental and consequential damages is hereby expressly excluded.
13. **Declaration.** I declare that the information I have supplied in this application is correct and complete. I understand that PTA may vary or cancel any decision it makes if the information I have supplied is found to be incorrect or incomplete. I recognise that it is my responsibility to provide all documentary evidence requested in this application. I authorise PTA to obtain further information where deemed necessary. I agree to comply with the rules governing admission and enrolment of PTA. I understand that I am responsible for the prompt payment of any fees related to the program to which I am applying for admission. I understand that PTA may be required to release the information supplied to Commonwealth and State agencies. I understand that PTA maybe required by law to provide student information to the Department of Education relating to course completion.
14. **Privacy Statement.** I understand that The Personal Training Academy is required to provide the Victorian Government, through Skills Victoria, and National Centre for Vocational Education and Research (NCVER) with student and training activity data, which may include information, I provide in this enrolment form. Information is required in accordance with the Victorian VET Student Statistical Collection Guidelines (which are available at [www.skills.vic.gov.au/corporate/statistics/submit\\_data](http://www.skills.vic.gov.au/corporate/statistics/submit_data)). Skills Victoria and NCVER may use the information provided to it for planning, administration, policy development, program evaluation, communication, resource allocation, and reporting and/or research activities. For these and other lawful purposes, may also disclose information to its consultants, advisers, other government agencies, professional bodies and/or other organisations. For students eligible for VET Fee Help, the following privacy statement also applies. Students may be asked to participate in National Student Outcome survey the NCVER; students may receive an NCVER survey and/or an invitation to participate in a Department endorsed project and/or being contacted by the Commission (or persons authorised by the Commission) for audit purposes. For more information in relation to how PT Academy collects, uses and discloses your personal information generally, including how you can make a complaint about a breach of privacy please contact PT Academy's Administration Manager on phone 03 9516 8800 or email [info@ptacademy.edu.au](mailto:info@ptacademy.edu.au). I acknowledge and agree to the terms described in this privacy statement:

By signing below I acknowledge the terms & conditions above and that I have read, understand, & agree to all pages of this agreement.

Signature: \_\_\_\_\_ Date \_\_\_\_\_