

## **MACQUARIE UNIVERSITY SPORT & AQUATIC CENTRE – PERSONAL TRAINING, EXERCISE PHYSIOLOGY AND FITNESS PROGRAM TERMS AND CONDITIONS**

### **Personal Training**

#### **1. Scope**

- (a) These Personal Training terms and conditions, together with the [Membership Terms and Conditions](#) apply to all 'Personal Training' sessions offered at the Macquarie University Sports and Aquatic Centre (**Centre**).
- (b) Unless the context requires otherwise, defined terms will have the meaning given to them in the Membership Terms and Conditions.

#### **2. Eligibility**

- (a) Personal training sessions passes are only available to Members who hold an active 'Gold' or 'Fitness' Membership or current 'Fitness Passport' card holders. Non-members must become an active Gold or Fitness member to be eligible to purchase a personal training pass.
- (b) For safety reasons, participants in a personal training session must be at least 16 years of age. Members under the age of 16 who wish to purchase a personal training session should speak to management to determine if an exception to this term is available.
- (c) If we approve a request from an individual under the age of 16 to participate in a personal training session, the Member's Guardian must:
  - (i) supervise the Member at all times during the session; and
  - (ii) have an active Gold or Fitness Membership.

#### **3. Payment and cancellation**

- (a) All personal training passes must be paid for in full, in advance of the first session.
- (b) Except in exceptional circumstances, and subject to any rights a Member may have under Australian Consumer Laws, personal training passes are generally non-refundable and non-transferable.
- (c) A minimum of 24 hours' notice must be given to reschedule or cancel a session. This request must be made in writing to the personal trainer via their Centre email address or mobile number.
- (d) Except in exceptional circumstances such as a medical emergency which is supported by documentary evidence, non-attendance of a session which has not been cancelled or rescheduled in accordance with clause 3(c), will result in forfeiture of that session. No credit or refund will be available for failure to attend a session in these circumstances.

#### **4. Replacement personal trainers**

- (a) If a personal trainer ceases to provide training services at the Centre, we will make reasonable efforts to find the Member a suitable alternative personal trainer.
- (b) If a Member, acting reasonably, does not wish to continue their training with the replacement trainer, the Member may cancel their remaining sessions and obtain a pro-rata refund for those sessions not used, by providing written notice to [healthclub@mq.edu.au](mailto:healthclub@mq.edu.au) of least 30 days after the Member has been notified of the details of their replacement trainer.

#### **5. Expiry of personal training passes**

- (a) Except as otherwise agreed with us, and subject to any rights a Member has under Australian Consumer Laws, personal training passes have an expiry date from the date of purchase as follows:

- i. 1x Visit = 1 month from the date of purchase
  - ii. 5x Visits = 6 months the date of purchase
  - iii. 10x Visits = 12 months the date of purchase
- (b) The expiry date for personal training passes may only be extended in exceptional circumstances and must be by written agreement with us. Exceptional circumstances may include:
- i. unforeseen medical reasons;
  - ii. pregnancy or the birth or adoption of a child; or
  - iii. relocation to an area more than [insert] from the Centre.
- (c) If a Member suspends their membership in accordance with the Membership Terms and Conditions, the expiry date for the personal training passes will also be extended for the period of the suspension.

## 6. End of session Obligations

Members are required to complete a 'Session Sign-Off Form' to confirm their attendance at each personal training session.

## 7. Consequences of non-compliance with these Personal Training Terms and Conditions

We may refuse entry to the Centre and cancel any remaining personal training passes as set out in the Membership Terms and Conditions.

## Exercise Physiology Terms and Conditions

### 1. Scope

- (a) These Exercise Physiology Terms and Conditions, together with the [Conditions of Entry](#) apply to all exercise physiology sessions offered at, or provided by a Macquarie University Sports and Aquatic Centre (**Centre**) accredited exercise physiologist.
- (b) Unless the context requires otherwise, defined terms will have the meaning given to them in the Conditions of Entry.

### 2. Eligibility

- (a) For safety reasons, individuals must be at least 16 years of age to obtain an exercise physiology service at the Centre. Individuals under the age of 16 who wish to book an exercise physiology service should speak to management to determine if an exception to this term is available.
- (b) If we approve a request from a minor to participate in an exercise physiology service, the individual's parent or guardian must attend supervise the minor for the duration of the session.

### 3. Payment and cancellation

- (a) All exercise physiology sessions must be paid in full immediately following the conclusion of the session. Clients in arrears will not be entitled to book further sessions until their account has been paid.
- (b) Subject to an individual's rights under Australian Consumer Laws, exercise physiology sessions are generally non-refundable and non-transferable.
- (c) A minimum of 24 hours' notice must be given to reschedule or cancel a session. This request must be made in writing to the exercise physiologist's email address or mobile number.
- (d) Non-attendance of a session that has not been cancelled or rescheduled in accordance with clause 3(c), will result in forfeiture of that session.
- (e) Payment via invoice is subject to management approval and must be agreed in advance of sessions. All clients wishing to organise payment via invoice must undergo a credit check prior to any services being rendered to the client. No services will be delivered until the credit check process has been completed.

### 4. Pre-registration requirements

Exercise physiology clients are required to complete the 'Exercise Physiology Program Client Registration Form' in advance of any services being delivered.

## 5. Consequences of non-compliance with these terms

We may refuse entry to the Centre and/or cancel any exercise physiology sessions if the client fails to comply with the Conditions of Entry.

## **Fitness Programs Terms and Conditions**

### 1. Scope

- (a) These Terms and Conditions, together with the [Conditions of Entry](#) apply to all fitness programs offered at the Macquarie University Sports and Aquatic Centre (**Centre**).
- (b) Unless the context requires otherwise, defined terms will have the meaning given to them in the [Conditions of Entry](#).

### 2. Eligibility

- (a) You must be a current Member who holds an active 'Gold' or 'Fitness' Membership or current 'Fitness Passport' to be eligible to purchase a fitness program. Non-members must become an active Gold or Fitness member to be eligible prior to the purchase of a fitness program.
- (b) For safety reasons, participants in a fitness training session must be at least 16 years of age. Members under the age of 16 who wish to participate in a fitness program should speak to management to determine if an exception to this term is available.

### 3. Payment

All fitness programs must be paid for in full at the time of booking.

### 4. Cancellations

- (a) Except in exceptional circumstances, and subject to any rights an individual may have under Australian Consumer Laws, refunds or credits are generally not available for non-attendance.
- (b) A minimum of 24 hours' notice must be given to reschedule or cancel a session. The request must be in writing to [healthclub@mq.edu.au](mailto:healthclub@mq.edu.au).
- (c) Except in exceptional circumstances such as a medical emergency which is supported by documentary evidence, non-attendance of a session which has not been cancelled or rescheduled in accordance with clause 4(b), will result in forfeiture of that session. No credit or refund will be available for failure to attend a session in these circumstances.
- (d) If U@MQ cancels a fitness program or makes a material change to the advertised program clients who have already booked and paid for the program will be entitled to a pro rata refund by contacting [healthclub@mq.edu.au](mailto:healthclub@mq.edu.au).

### 5. Consequences of failure to comply with these Terms and Conditions

We may refuse entry to the Centre and/or cancel any remaining fitness program bookings, if the client fails to comply with the Centre Conditions of Entry or as otherwise set out in the Membership Terms and Conditions. Refunds and credits will not generally be available for the missed session in these circumstances. A pro rata refund for future sessions that the Centre cancels as a result of a client's failure to comply with the Conditions of Entry.