

VIRGIN ACTIVE AUSTRALIA

PERSONAL TRAINING AND COACHING TERMS



PAYMENT TERMS

1. Payment for personal training and/or coaching must be made in advance of any training sessions taking place.
2. Sessions need to be taken within the time frames set out below, or they will be forfeited:
 - (a) Kickstart (3 pack) – 8 weeks from purchase
 - (b) Accelerate (10 pack) – 12 weeks from purchase
 - (c) Full Throttle (PT by DD) – within 4 weeks from relevant fortnightly billing date
 - (d) Small group training pack - within 12 weeks from purchase
 - (e) Coaching – 4 weeks from purchase
3. PT sessions that are paid for by Direct Debit are subject to an initial 12 week commitment (Initial PT Period) and will then automatically renew for further fortnightly periods unless your PT is terminated in accordance with paragraph 7 below.
4. Coaching sessions that are paid for by Direct Debit are subject to an initial 4 week commitment (Initial Coaching Period) and will then automatically renew for further fortnightly periods unless your coaching is terminated in accordance with paragraph 7 below.
5. We will review your PT and Coaching fees periodically and may change them from time to time. We will give you at least 14 days' notice by displaying the proposed change in mylocker (our membership portal), on our website or emailing you at the email address you have provided to us.

CANCELLATION OF YOUR PT SESSIONS

6. If, for any reason, we need to cancel your PT session or Coaching consultation appointment within 24 hours, your next scheduled session will be provided free.
7. In return, we require 24-hours' notice of any cancellation or rescheduling. Failure to do so will result in you being charged the full session rate.
8. PT and Coaching by Direct Debit can only be cancelled after the Initial PT Period or Initial Coaching Period has been completed. After this time, any cancellation by Direct Debit must be made at least 3 days prior to your next scheduled Direct Debit payment by completing a change of circumstances form or otherwise providing written notice at the club where you receive your PT or coaching services. Once PT or Coaching by Direct Debit is cancelled or all sessions in your PT pack are completed, this Agreement will terminate.

REFUNDS AND TRANSFERS

9. If you are unable to continue your scheduled PT or Coaching sessions due to medical reasons, a refund may be available for the remaining sessions. You will need to submit a letter from your doctor clearly stating exercise restrictions prior to a refund being considered.
10. Refunds are not provided under any other circumstances.
11. If your Trainer is away on holiday or sick leave, please contact your Club Fitness Manager and you will be allocated a temporary replacement Personal Trainer for the duration of their absence. Refunds will not be given on sessions that have to be rescheduled under these circumstances.
12. If your Trainer is no longer with Virgin Active, your Club Fitness Manager will allocate you another Trainer who is suitable to your needs, and will supply them with your complete training history. Refunds will not be provided under these circumstances.

13. You may not transfer your Agreement or sessions to another person. If you cancel your Virgin Active membership any remaining sessions must be delivered prior to cancellation and no refunds will be given for unused sessions.

LATE ARRIVALS

14. If your Trainer is more than 10 minutes late for your session, you will receive a free session, arranged at a mutually convenient time for you and your Trainer.
15. If you're late for your session, your session length will be deducted accordingly, and you will be charged at the scheduled rate. If you're more than 20 minutes late, the session may be cancelled, and you will be charged for the full session.

TRAINERS

16. If you would like to change Trainers, for any reason, please contact your Club Fitness Manager and she/he will be happy to assist you.
17. Should you experience any pain, discomfort, or injury, during any of your sessions, please inform your Trainer immediately.
18. Prior to, or during, the course of your training, health concerns may arise that may require further input from your doctor, physiotherapist or other allied health professional. Your Trainer may request your assistance in obtaining that information. Please be aware that your Trainer cannot diagnose and/or prescribe treatment for any form of injury, disease, or other medical problem.
19. Our Trainers are charged at different rates as set out in our Price List depending on their level.

ONLINE TERMS

If you are receiving a session via online or virtual delivery, you also agree to the following terms:

20. Online sessions are for personal use only. Any misuse of our content for commercial purposes will result in immediate termination of your log in subscription or your membership. Online content is for use by over 18s only.
21. You must complete a health check prior to using our online content and agree to adhere to any relevant guidance from your medical professional(s). Exercising and using our online programs may involve the risk of injury and you exercise at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and seek advice from your medical professional.
22. In the course of exercising, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence.
23. Without limitation to the above and any other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired. To the extent permitted by law, and again without limiting the above, unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.