

Heartmoves Training Terms and Conditions

1. The site

Heartmoves provides the website ("the site") for your educational and information purposes.

1.2 In order to access some of the functionality of the site, you will need to create a user account on the site

1.3 In these terms and conditions, the term "course" refers to any of the available Heartmoves Courses the Heartmoves Leader Training Course comprising of Part I: Heartmoves Distance Theory Modules and Part II: Heartmoves Practical Training Workshop.

1.4 In these terms and conditions, the term "learning materials" refers to the course manual, DVD and online content.

1.5 In these terms and conditions, the terms "you" and "your" refer to a person who has a Heartmoves website account.

1.6 Your access to and use of the site is subject to these terms and conditions.

2. Access to the site

2.1 You must maintain the confidentiality of all login identification names and numbers, passwords and related information given to you ("access information"), and you must not allow or authorise any other person to use your access information.

2.2 You must immediately notify us of any suspected or actual unauthorised use of your access information.

2.3 You must only use those facilities on the site which you are authorised to use (depending on your level of membership) and you agree not to attempt to overcome any restrictions of access on the site.

2.4 We may in our sole and absolute discretion, for any reason and without notice:

- alter or withdraw any functionality on the site;
- withdraw or suspend your access to all or any part of the site and your account;
- monitor your use of the site;
- subject to any applicable laws, treat any material that you transmit or display as non-confidential and non-proprietary;
- edit or remove any material that you may have uploaded, posted, emailed or otherwise transmitted to the site.

3. Course conditions

3.1 **Heartmoves Leader Training Course** – This is the first and core Training course required to become an accredited Heartmoves leader. You must complete the online training component of the course two weeks prior to the practical training component listed in your welcome letter.



3.1.1 You must attend all components of the specific practical course for which you have registered. Every module of the 2 day face to face practical workshop must be completed in person and full attendance is required on both days of the workshop to achieve Competency to deliver Heartmoves. There are no exceptions to this rule.

3.1.2 You will be charged the following additional fees under the indicated circumstances;

- \$50 late fee if you fail to complete and submit the online assessment of Part I (Distance Theory Component) two weeks prior to your scheduled Practical Training Workshop date.
- Assessment: If you have no access to the internet, we can manually mark your assessment booklet, but please note this costs an additional fee of \$50. This fee must be paid prior to marking by contacting Carmen Lam on 02 4915 8004 and paying by credit card.
- \$50 transfer fee if you wish to attend a different Practical Training Workshop to the one you selected upon registration

3.1.3 Refunds

- No refunds are available; however participants can delay submission of theory assessment (see above) and can change (within the calendar year) the dates of the Practical Training workshop (see above)

3.2 Heartmoves Re-accreditation Courses - A pre-requisite for any of the Re-accreditation courses is the successful completion of the core Heartmoves Leader Training Course.

3.2.1. Specified Re-accreditation courses may be offered as Face to Face Workshops or completely on-line.

- \$50 additional fee applies to online courses where you request hard copy of the Manual and the Assessment Booklet. This fee must be paid at online enrolment.

3.5 The Heart Foundation reserves the right to make changes to the schedule of courses giving registrants reasonable notice.

4. What You Must Not Do

4.1 You must not:

(a) use the site in a manner that:

- is contrary to any law or which may encourage a person to act in a way which is contrary to any law;
- may result in damage to the site or any property or equipment of Heartmoves, its contractors or agents;
- is disruptive to the learning of others or that may restrict, disrupt or inhibit any other user from using or enjoying the site;
- endangers the health or safety of any person;



- may cause an interference to any business conducted by us;

(b) upload, post, email or otherwise transmit any of the following to, or through, the site:

- objectionable material including material that is unlawful, defamatory, pornographic, vulgar, obscene, profane or threatening;
- confidential material;
- misleading or deceptive material;
- advertising, marketing or promotional material;
- material which you do not have a right to upload, post, email or otherwise transmit, such as material which is protected by copyright, patent, trade mark, service mark, or any other proprietary right, without first obtaining express permission from the owner of the material or relevant right holder and providing with the material appropriate acknowledgement of existence of the right and the permission of the right holder;
- material which contains a virus, or other harmful or potentially harmful code;

(c) download or reproduce any material from or through the site which you know, or reasonably ought to know, is of a kind described in paragraph 3.1(b) above except as permitted by law;

(d) alter, damage or delete any material on the site of which you are not the author, unless you have express permission from the author;

(e) impersonate any person or entity, including a Heartmoves staff member or any other user;

(f) breach any relevant regulations, statutes and disciplinary procedures of any of the provider institutions;

(g) hold yourself out as having any authority to act on behalf of us;

(h) collect or store personal information about other users in a manner which is inconsistent with these terms and conditions.

4.2 You must obey any lawful instruction of Heartmoves in using the site.

4.3 If you breach any of the above terms, we may undertake our own investigations and may also inform relevant law enforcement agencies and providers of educational and information services of such conduct.

5. Heartmoves and Third Party Content

5.1 While we reserve the right to monitor, edit, refuse to post or to remove any information and/or materials (in whole or in part) in our sole discretion, we may not necessarily choose to do so.

5.2 We do not accept responsibility for material linked to or otherwise accessible through the site. We do not review independent sites or control their content, but merely provides these links to you for your convenience. These links are not an endorsement of products, services, or information provided by such sites. Further, the inclusion of these links to other sites does not imply that the owners or operators of those other sites have given permission for inclusion of these links, or that there is any relationship between Heartmoves and the linked sites. Nor do the owners of the linked sites necessarily endorse the site, or Heartmoves itself.

5.3 We are an independent entity and references to other companies or institutions do not necessarily imply any partnership, joint venture, or other legal connection.



6. Intellectual Property Rights

6.1 Unless otherwise stated, the learning material published on the site and provided to you as part of your course are subject to Australian intellectual property laws and you agree to abide by all copyright notices and other restrictions contained in the site and in the course materials. Access to, and use of, the course and learning materials is solely for personal, educational and non-commercial use and you must not modify, copy, reproduce, republish, or display any content from the site or learning materials and represent it as your own (including by framing pages from the site), upload to a third party, post, transmit or distribute this content in any way except as permitted by law or expressly provided for on the site or expressly authorised in writing by Heartmoves and, where relevant, any third party owner or rights holder.

6.2 Nothing on the site or in the learning materials should be construed as granting any licence or right of use of any trade mark, service mark or logo displayed on the site without the express written permission of the relevant owner or rights holder in relation to the mark or logo. All trademarks, service marks, and logos used on the site are the trademarks, service marks and logos of their respective owners.

7. Privacy

7.1 We are committed to protecting the privacy of its students and users of the site. Our privacy policy can be found at on the [Heartmoves site](#).

7.2 You agree to personal information about you being handled in accordance with:

- the Heartmoves privacy policy;
- any policies, directions, statements or agreements on the site;
- these terms and conditions;
- the regulations and procedures of relevant provider institutions.

8. Liability and Indemnity

8.1 To the extent permitted by law, we exclude all representations and warranties, express or implied, other than those contained in these terms and conditions. Where Heartmoves is found to be liable for breach of any warranty or condition implied by statute and which we cannot lawfully exclude, our liability is limited (to the extent permitted by law) at the option of us to the following:

(a) in the case of goods supplied or offered by us:

- to the supply of those goods again; **or**
- to the payment of the cost of having those goods supplied again; **or**

(b) in the case of services supplied or offered by us:

- to the supply of the services again; **or**
- to the payment of the cost of having services supplied again.

8.2 Heartmoves, its related bodies corporate, its directors, and its employees accept no liability for any loss (including loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction), or injury or any direct, indirect, consequential, special, punitive, or other damages caused by or as a result of:



- your use of or inability to use the site,
- any virus or other harmful, or potentially harmful, code which may be transmitted in connection with use of the site;
- any information available on or through the site or on or through any website to which there is a link from the site;
- our negligence or the negligence of any of its related bodies corporate, directors, officers, shareholders, employees, provider institutions or agents.

8.3 You agree that the opinions of our staff, students, provider institutions and members of the general public which are expressed on the site are not the opinions of Heartmoves, and that we will not be liable for any loss or injury or any direct, indirect, consequential, special, punitive, or other damages caused by or as a result of those opinions.

8.4 You indemnify Heartmoves, its related bodies corporate, their officers and employees from and against all:

- liability for or in respect of any physical injury (including death) to persons;
- damage to property;
- other liability, damage or loss;

insofar as the injury, damage or other liability, damage or loss is attributable to your negligence, breach of these terms and conditions, or unlawful or wilful action in connection with these terms and conditions, their performance, or the failure to perform them.

9. General Issues

9.1 We may terminate these terms and conditions without notice at any time for any reason in our sole discretion. Clauses 3, 4, 5, 6 and 7 survive the termination of these terms and conditions in any event.

9.2 We may modify these terms and conditions at any time and may do so by posting notice of such modifications on the site. Any modification is effective immediately upon posting the modification on the site.

9.3 These terms and conditions will be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to any legal proceeding in respect of this agreement or the use of the site.

9.4 If any provision of these terms and conditions is held invalid, unenforceable, or illegal for any reason, these terms and conditions remain otherwise in full force and effect apart from such provision which will be read down to the extent of the invalidity, unenforceability or illegality, and if it is not possible to read down the provision, it will be deemed deleted.

10. Payment

10.1 When payment is made, a tax invoice will be emailed to your nominated email address, please ensure that your email address is entered correctly.



11. Accreditation

11.1 Please note: Whilst Heartmoves Leader Training Course may be undertaken for professional development purposes by any health or exercise professional, for those who want to provide Heartmoves commercially in their exercise/fitness business, it is essential to be a fully qualified, currently registered and insured exercise professional, and licensed to deliver Heartmoves. Further information on the process and support available to Heartmoves Licensees please visit our website www.heartfoundation.org.au/Heartmoves

11.2 On advice from Fitness Australia and Kinect Australia the Heart Foundation recommends that for those fitness professionals registered with Fitness Australia or Kinect Australia, you will also require the Older Adults Instructor registration category to deliver Heartmoves programs which include older adults.

