

# INSTRUCTOR TRAINING REGISTRATION FORM - AUSTRALIA



## PERSONAL DETAILS - ALL FIELDS MUST BE COMPLETED

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Surname: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Customer ID (if applicable): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone (W): \_\_\_\_\_  
Address: \_\_\_\_\_ What industry qualifications do you have?  
Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_ None  
Certificate III / IV  
Email: \_\_\_\_\_ GEL (Group Exercise Leader)

## EMERGENCY CONTACT - ALL FIELDS MUST BE COMPLETED

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_  
Emergency Contact Email: \_\_\_\_\_ Emergency Contact Relationship: \_\_\_\_\_

## ENDORSEMENT BY CLUB (REGISTRATION CANNOT BE PROCESSED WITHOUT ENDORSEMENT)

Endorsement confirms that the Club (licensee) is currently licensed to conduct classes in the program indicated below and hereby nominate you (the trainee) to under-take the training module in this program. Les Mills Asia Pacific will contact the nominated club to confirm your endorsement.

Club Name: \_\_\_\_\_

Select a Program	Day 1&2 Month & Yr	Day 3 Month & Yr	State	Online Initial Module Training (incl GST) AUD	Face-to-Face Initial Module (incl GST) AUD	Advanced Training Module (AT) (incl GST) AUD
BODYATTACK®				\$649	\$649	\$399
BODYBALANCE®				\$649	\$649	\$399
BODYCOMBAT®				\$649	\$649	\$399
BODYJAM®				\$649	\$649	\$399
BODYPUMP®				\$649	\$649	\$399
BODYSTEP®				\$649	\$649	\$399
LES MILLS TONE™ ^^				\$679	\$679	
RPM™				\$649	\$649	\$399
SH'BAM®				\$649	\$649	\$399
CXWORX® ^^				\$679	\$679	\$399
GRIT™SERIES				\$649	\$649	\$399
BORN TO MOVE™ Junior Module				\$649	\$649	
BORN TO MOVE™ Senior Module				\$649	\$649	
SPRINT™				\$649	\$649	\$399
LES MILLS BARRE™				\$649	\$649	
THE TRIP®				\$649	\$649	

### Select music type

only for Initial Module Training

PPCA free	Module Re-sit Fee	\$200	Subtotal \$
Original			Total \$

## TERMS & CONDITIONS

I agree to the attached Terms and Conditions

Signature of Instructor

## PAYMENT INFORMATION

Credit card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ CCV: \_\_\_\_\_ Mastercard\*\* VISA\*\*  
Name on Credit card: \_\_\_\_\_ Cardholder Signature<sup>†</sup>: \_\_\_\_\_

\*\*0.5% credit card surcharge applies for payments made by credit card. †By authorising this payment you are also agreeing to the Terms and Conditions of Les Mills Instructor Training

^^LMT/CX IMT +\$30 (to cover SMARTBANDS)

**SUBMIT YOUR REGISTRATION** Before submitting your registration form please ensure you have completed each section. Email your completed form to education@lesmills.com.au

## Terms and Conditions

It is advised that you read the full Terms and Conditions of Training carefully, and that you contact Les Mills Asia Pacific (LMAP) with any questions that you have prior to registering for any type of LMAP Training. This includes, but is not limited to, **FACE-TO-FACE Initial Module Training (IMT); ONLINE Initial Module Training (OIMT); and Advanced Training**. LMAP reserves the right to amend these Terms and Conditions from time to time, without warning.

## Training Modules

1. Les Mills Asia Pacific (LMAP) reserves the right to postpone or change the Training Module Schedule should insufficient registrations be obtained, or in extenuating circumstances (determined at LMAP's discretion). The reference to the Training Module Schedule includes, but is not limited to, the location; facilitator; date; and time.
2. Registrations for Training Modules are accepted until the Registration Cut-Off Date.
3. Travel bookings are made at your own risk. LMAP recommends you do not make any non-refundable bookings until confirmation of the training is received in the form of a "Training Module Reminder" email. This will be sent to your nominated email address. LMAP bears no responsibility for any loss of funds incurred.
4. You must be at least 16 years of age in order to attend a Training Module.
5. You must inform both LMAP (prior to registration) and the Module Trainer (on the day) of any physical restrictions, disabilities or injuries.
6. You may be required to obtain suitable medical clearance from an appropriate medical practitioner in order to register for and/or attend a Training Module. LMAP reserves the right to withdraw you from a Training Module if suitable medical clearance cannot be obtained, or if the risk of further injury to you is deemed too great.
7. As a minimum requirement you must attend 100% of your selected Training Module.
8. If you do not receive a "Pass" outcome from your Training Module you may book into another Training Module for that program within 12 months. A Re-Sit Fee will apply. This condition also applies if you do not show up or do not attend the entirety of the Training Module.
9. If you are pregnant, or become pregnant, you are required to obtain written medical clearance prior to commencing a Training Module. LMAP advises against undertaking LES MILLS GRIT®, LES MILLS SPRINT® and BODYCOMBAT® Training Modules whilst pregnant.
10. Your place in a Training Module will only be reserved after payment has been received in full.
11. During the course of your training, footage will be taken of your presentations and may be used for LMAP internal quality assurance and training purposes.
12. If in the lead-up to FACE-TO-FACE training, you are showing any symptoms of illness, such as a cough or fever, or think you may have been exposed to COVID-19 in any way, please seek medical advice and contact our Instructor Specialist Team to arrange a transfer into another training. A medical certificate will need to be provided.

## FACE-TO-FACE Initial Module Training (IMT)

13. You must have endorsement from a Club/Facility that holds a valid license for the program that you register for in order to be eligible to attend an Initial Module Training (IMT). This is applicable for both FACE-TO-FACE and ONLINE Initial Module Trainings. Failure to secure endorsement for an IMT will result in you being withdrawn from the Training Module. Prior to registering for an IMT (FACE-TO-FACE or ONLINE) it is advised that you speak to your preferred endorsing club about mentoring and employment opportunities available after your Module Training. LMAP does not take any responsibility for obtaining endorsement for you or guarantee you a teaching opportunity.
14. IMT Training Resources will be provided in a digital format. These include a Program Release Kit (digital copy of music; instructional videos; and choreography notes) and a Program Manual. A printed version of the Program Manual will be provided to you on Day 1 of your training.
15. IMT Training Resources are electronically sent to you approximately eight (8) days prior to Day 1 of the Training Module. This is in order for you to learn the music and choreography, and practice your allocated track(s) in preparation to present during the Training Module. Failure to do so may result in an "At Risk" outcome for Days 1 and 2.
16. A FACE-TO-FACE IMT consists of two (2) consecutive days (Days 1 and 2) followed by a third day (Day 3), typically eight (8) weeks after the first two days. You are required to attend all three (3) days in their entirety, in the agreed upon format. You are required to demonstrate all competencies in order to achieve a "PASS" outcome. If you do not attend all three (3) days in their entirety and/or do not fully demonstrate the required competencies, you will receive a "RE-SIT" outcome.
17. After the completion of Day 2 of your IMT, you are not qualified as an instructor in the given Les Mills program. After completion of Day 2, you may team-teach with a certified instructor of the same program in a Les Mills licensed facility in preparation for your Day 3. Only after obtaining a "PASS" outcome from Day 3 are you qualified to teach classes on your own, in the given Les Mills program at a licensee's location.
18. Prior to attending the IMT, you are not authorised to conduct (teach, team-teach or shadow) any Les Mills classes.

## ONLINE Initial Module Training (OIMT)

19. You must have endorsement from a Club/Facility that holds a valid license for the program that you register for in order to be eligible to attend an Initial Module Training (IMT). This is applicable for both FACE-TO-FACE and ONLINE Initial Module Trainings. Failure to secure endorsement for an IMT will result in you being withdrawn from the Training Module. Prior to registering for an IMT (FACE-TO-FACE or ONLINE) it is advised that you speak to your preferred endorsing club about mentoring and employment opportunities available post module training. LMAP does not take any responsibility for obtaining endorsement for you or guarantee you a teaching opportunity.
20. IMT Training Resources will be provided in a digital format. These include a Program Release Kit (digital copy of music; instructional videos; and choreography notes) and a Program Manual. If you have registered for an OIMT, you must complete all allocated pre-work tasks prior to attending Day 1 of your Training Module.
21. An OIMT consists of two (2) consecutive days, (Days 1 and 2) presented via live ONLINE streaming, followed by a compulsory FACE-TO-FACE Day 3. You are required to demonstrate all competencies in order to achieve a "PASS" outcome. In the case where you do not attend all three (3) days in their entirety and/or do not fully demonstrate the required competencies, you will receive a "RE-SIT" outcome, which will attract an additional re-sit fee.
22. IMT resources are electronically sent to you approximately eight (8) days prior to the Training Module in order for you to complete the appropriate pre-work prior to Day 1. Failure to complete the pre-work prior to Day 1 may result in an "At Risk" outcome for Days 1 and 2.
23. In the instance where an OIMT requires equipment, this will not be provided by LMAP, it must be obtained prior to Day 1 in order to complete the required pre-work and participate in the Training Module. Programs that will require equipment include BODYPUMP®; BODYSTEP®; LES MILLS TONE®; RPM™; CXWORX®; LES MILLS GRIT™ SERIES; LES MILLS BARRE™; THE TRIP™ and SPRINT™. If you have registered for CXWORX® or LES MILLS TONE®, your registration fee includes a SMARTBAND® which will be posted directly to your shipping address. However, LMAP cannot guarantee that the SMARTBAND® will arrive via post prior to Day 1 of your module. Therefore, it is strongly recommended that you obtain a SMARTBAND® or resistance tube from your endorsing club in order to complete the required OIMT pre-work. It is a condition of registration for an OIMT that you have access to:

- A stable/reliable internet connection – broadband wired or wireless (4G/LTE)
  - Speakers and a microphone – built-in or USB plug-in or wireless Bluetooth
  - A webcam or HD webcam – built-in or USB plug-in
  - A PC or tablet device that supports the use of Zoom Video Communications. For reliability, LMAP strongly recommends use of a PC over a tablet device.
24. If you are unsure if your device will support the operating systems in place for an OIMT you must contact LMAP prior to registration. LMAP will not be held responsible for any issues that may arise as a result of poor internet connection or faulty devices over the course of your OIMT (ONLINE). Technical support with regards to your hardware or internet connection IS NOT AVAILABLE at any time from LMAP.
  25. After the completion of Day 2 of your IMT, you are not qualified as an instructor in the given Les Mills program. After completion of Day 2, you may team-teach with a certified instructor of the same program in a Les Mills licensed facility in preparation for your Day 3. Only after obtaining a “PASS” outcome from Day 3 are you qualified to teach classes in the given Les Mills program at a licensee’s location.
  26. Prior to attending the IMT, you are not authorised to conduct (teach, team-teach or shadow) Les Mills classes.
  27. During the course of your OIMT, the Zoom sessions will be recorded for the purpose of sharing content to registered trainees from your module group or for LMAP quality assurance and training purposes” .

## Refunds, Transfers, Credits and Re-SITs

28. Withdrawals more than four (4) weeks before the date of the Training Module can be rebooked within 12-months free of charge. After 12-months the full module registration fee will be retained.
29. Refunds will not be given for changes of mind, including changes in personal circumstances. This also refers to changes in circumstances that affect your ability to attend a training in its entirety.
30. Withdrawals for any reason, including medical reasons, within four (4) weeks of the Training Module date will result in a RE-SIT outcome and a RE-SIT fee will be payable upon re-registration. A refund or transfer into another program is not available in this instance
31. All Module Training needs to be completed within 12-months of purchase. After 12-months the full training fee applies.
32. Les Mills Training products are non-transferrable and cannot be exchanged for any other Les Mills product, including other Les Mills training products.
33. Where a Training Module has been cancelled by LMAP, a Training Module credit will be offered. You will be informed of the cancellation via email.
34. At LMAP’s discretion, those in extremely remote areas may be eligible for a Day-3-via-Video to complete their FACE-TO-FACE IMT. To determine eligibility for this, instructors must contact the LMAP Head Office prior to registering for a FACE-TO-FACE IMT. Approval **must** be granted by the LMAP Head Office for a Day-3-via-Video exception. Day-3-via-Video will incur an additional fee. This option is **STRICTLY UNAVAILABLE for OIMT.**
35. If you receive a “RE-SIT” result after Day 3, you can attend another Day 3 (within 12 months). This will incur a RE-SIT Fee.

## Intellectual Property and Licensing

36. Intellectual Property including but not limited to; music, choreography, instructional video, written materials and equipment must not be copied, shared, or re-sold for the use of others.
37. Each Les Mills program may only be taught in facilities licensed by LMAP in that program.

## General Recommendations

38. In Australia it is advised that, once you are Certified in a Les Mills Program; have completed an Industry qualification such as Group Exercise Leader (GEL) or Certificate III in Fitness (Group Exercise); and hold a current Provide First Aid Certificate, that you register with an industry body (e.g Fitness Australia, FITREC) and obtain the appropriate insurances before teaching Group Fitness classes. If you choose to register with Fitness Australia, you are required to adhere to the Scope of Practice as outlined below. You must be a registered Group Exercise Instructor in order to attain Fitness Australia Continuing Education Credits (CECs).

## Scope of Practice for Registered Exercise Professionals

The role of a Registered Exercise Professional:

1. The core role of a Registered Exercise Professional is to plan and deliver safe and effective exercise programs for individuals and/or groups.
2. The following scope of practice applies to Instructors certified to teach Les Mills programs and wish to register as a Group Exercise Leader (GEL).
3. The scope of this role is limited to leading pre-choreographed group exercise sessions. (i.e not tailored to individuals).
4. Registered Exercise Professionals agree to abide by the Fitness Australia Registered Exercise.

## Professional Code of Ethics

The registered Exercise Professional scope of practice is influenced by local regulatory frameworks and as such registered exercise professionals must adhere to the regulations. For further information please visit the Fitness Australia Website: <http://www.fitness.org.au/scope-of-practice>

You will be required to sign this Instructor Deed in person, as part of your Day 3 training.

## Instructor Copy

## Instructor deed of understanding

THIS INSTRUCTOR'S DEED is made on date: \_\_\_\_\_

BETWEEN: GARNAMA PTY LIMITED ABN 14 002 367 884 having its registered office at Panorama Accounting & Advisory, Level 6, 490 Northbourne Ave, Dickson ACT 2602 (trading as Les Mills Asia Pacific - "LMAP")

### AND:

The Instructor: \_\_\_\_\_

### RECITALS

A. LMAP has the exclusive rights, within its designated territory, to the Exercise Routines of Les Mills International including BODYATTACK®, BODYSTEP®, BODYPUMP®, BODYCOMBAT®, BODYBALANCE®, RPM™, BODYJAM®, LES MILLS TONE™, SH'BAM®, CXWORX®, BORN TO MOVE™, GRIT™ SERIES, SPRINT™, LES MILLS BARRE™ and The Trip®.

B. Pursuant to a License Agreement, LMAP has licensed the Licensee to offer the Exercise Routines classes.

C. The Instructor is engaged by a Licensee to conduct the Exercise Routine classes.

D. LMAP is willing to train the Instructor to conduct the Exercise Routine classes subject to the Instructor entering into this Instructor's Deed.

IT IS AGREED

### 1) DEFINITIONS:

In this Agreement unless the context otherwise requires:

"Exercise Routines" means the Exercise Routines listed in Recital A.

"Instructor" means a person qualified and certified by LMAP to instruct and Exercise Routine to attendees of an Exercise Routine class.

"Instructor's Deed" means this deed of understanding or such other form of agreement offered in writing by LMAP from time to time.

"Intellectual Property" means all intellectual property rights, including but not limited to, the following rights:

(a) patents, copyright, rights in circuit layouts, registered and unregistered designs, moral rights, registered and unregistered trade marks, service marks, trade names and any right to have confidential information kept confidential; and  
(b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

"License Agreement" means a document between LMAP and the Licensee, (as amended from time to time in accordance with clause 22 of that License Agreement) and includes its schedules and any attachments.

"Location" means the Location(s) specified by the Licensee in the License Agreement.

"Material" means any documentation or other material in whatever form, including marketing materials, training materials, instructions, sound, video and digital recordings, and the subject matter of Intellectual Property.

"Notice" means a notice, demand, consent, approval or communication issued under this Agreement.

"Representative" means an authorised representative of LMAP or the Licensee.

"The Licensee" is the person or organisation that has entered into a License Agreement with LMAP to conduct Exercise Routines at a specified Location(s)

"Choreography" means the instructions supplied together with the Music and DVD of each Release.

"Class Format" means the order and number of tracks which together comprise an Exercise Routine class.

"Program Manual" means that which is supplied by Les Mills Asia Pacific during the Initial Module Training and which relates to the respective Exercise Routine.

"Release" means a collection of instructions, sound, video and digital recordings supplied together by LMAP under the same numbered title and which are specific to each Exercise Routine.

### 2) CONSIDERATION

In consideration of LMAP training and certifying the Instructor in the methods of conducting the Exercise Routine classes, the Instructor has agreed to enter into this Instructor's Deed.

### 3) CLASSES

(a) The Instructor will only conduct the Exercise Routine classes in accordance with this Instructor's Deed at a Licensee's Location.

b) The Instructor will only conduct the Exercise Routine classes using the:

(i) Class Format(s) contained within the Program Manual;  
(ii) Audio Materials and accompanying Choreography supplied by LMAP for each respective Release and Exercise Routine; and

(iii) Techniques contained within the Program Manual, or where an Exercise in the Choreography Notes is not contained within the Program Manual, using the Technique described within the Choreography Notes for the respective Release.

(c) Upon termination of the Instructor's engagement with a Licensee or upon termination of the License Agreement, whichever occurs first, the Instructor will cease conducting classes of the Exercise Routine and will not directly or indirectly conduct any further Exercise Routine classes or part thereof, or any exercise programs using similar techniques for that Licensee at the Licensee's Location.

(d) The instructor acknowledges that LMAP is investing significant time, energy and money in training the Instructor in the Exercise Routines, and that LMAP would be significantly damaged if the Exercise Routines were taught at unlicensed facilities or by instructors without LMAP certification.

### 4) SUPPLY OF MATERIALS AND INSTRUCTIONS

(a) LMAP will make available for purchase;

(i) materials such as, but not limited to, video or digital video disc (DVD) recordings; and

(ii) instructions deemed necessary by LMAP to enable the Instructor(s) to conduct the Exercise Routine(s).

(b) The Licensee or the Instructor must pay the applicable fee for the relevant Materials and instructions as determined by LMAP from time to time, together with any postage charges.

### 5) USE AND RETURN OF MATERIALS

a) The Instructor must:

(i) use only audio Materials and Choreography which that Instructor has purchased from LMAP when conducting Exercise Routine classes;

(ii) use Materials only for the purpose of conducting Exercise Routine classes in accordance with the Instructor's Deed;

(iii) not copy or otherwise reproduce Materials for the use of others; and  
(iv) not re-sell Materials.

(b) On termination of the Instructor's Deed, promptly return to the Licensee all Materials provided by LMAP under the Instructor's Deed together with all Materials copied by the Instructor under the terms of the Instructor's Deed and which are in the possession of or control of the instructor;

(c) LMAP materials will only be sold to Instructors who pass the Initial Training Module.

### 6) ACKNOWLEDGMENT

(a) The Instructor acknowledges that all Materials, routines, choreography, programs and Intellectual Property relating to the Exercise Routines are the sole property of LMAP, and that these Materials are confidential and/or trade secrets. Therefore the Instructor acknowledges and agrees that the Instructor will not alone or in conjunction with any other person or company in Australia or other LMAP territories;

(i) conduct Exercise Routine classes at any non-licensed location during the term of this Instructor's Deed and after its termination;  
during the term of this Instructor's Deed and for 3 months after the Instructor's Deed is terminated;

(ii) conduct classes in any weight-based fitness training pre-choreographed to music during the term of this Instructor's Deed and for 3 months after the Instructor's Deed is terminated;

(iii) solicit, divert or take away, or attempt to solicit, divert or take away other Instructors or customers of LMAP; or

(iv) disclose, directly or indirectly to any person any Materials regarding the Exercise Routines.

(b) The Instructor will not knowingly do any thing which may prejudice LMAP's interest in the Exercise Routines.

### 7) DAMAGES AND RELIEF FOR BREACH

(a) The Instructor acknowledges that LMAP's rights are special, unique and of extraordinary character and that, in the event that the Instructor breaches this Agreement, LMAP may be without adequate remedy at law. The Instructor agrees, therefore, that in the event he or she contravenes the terms of clauses 3, 5 or 6 listed above, LMAP may;

(i) in addition to any remedies at law for damages or other relief, institute and prosecute an action to enforce specific performance of them by the Instructor. In the event a court determines that the Instructor has breached any of the covenants contained in clauses 3, 5 or 6, the Instructor shall pay all costs of enforcement of these provisions, including, but not limited to, court costs and reasonable attorney's fees.

(ii) The Instructor shall pay to LMAP as liquidated damages, and not as a penalty, the sum of AUD\$2000 representing the license fee of a facility, multiplied by the number of months the Instructor has provided unauthorised instruction, multiplied (if applicable) by the number of locations the Instructor has provided such instruction.

(iii) The Instructor acknowledges and agrees that the actual losses to be suffered by LMAP in the event of violation of clauses 3, 5 or 6 will be difficult to ascertain, and that these liquidated damages have been arrived at after a good faith effort to estimate such losses and are reasonable.

### 8) SEVERABILITY

If anything in this Instructor's Deed or part thereof is unenforceable, illegal or void then it is severed and the rest of this Instructor's Deed remains in force.

### 9) GOVERNING LAW

This Instructor's Deed will be governed by the laws of the Australian Capital Territory and each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory.

### SIGNED FOR AND ON BEHALF OF GARNAMA PTY LTD

By its Representative:  
(LMAP Trainer)

In the presence of:  
(Witness)

SIGNED  
By the Instructor:

In the presence of (Witness)