**Performance Training Institute Australia Pty Ltd**

**Terms and Conditions**

Please take a moment to read these Terms and Conditions.

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**Contact Details**

Performance Training Institute Australia Pty Ltd

PO Box 881, Cronulla, NSW 2230

ABN: 47 153 318 828 ACN: 153 318 828

**Cancellation Policy**

All cancellations outside of one calender month of course will incur a $25 administration fee. If you cancel your registration within one calender month of the course date, 50% of fee with be withheld. If you cancel your registration within 7 days of class 100% of total fee with be withheld. All registrations are fully transferable.

**ORDERING**

All orders are processed daily (weekdays only). Unless there is a delay in the warehouse all orders are dispatched within 24hours. Please ensure that there are sufficient funds available on your credit card before placing orders online. Orders have to be paid in full before shipping.  We accept either Visa or MasterCard. As there is no holding facilities in the warehouse any delay in payment will lead to the cancellation of the order. A re-stocking fee may apply.

Credit card details must be phoned or faxed once order has been placed. If credit card details have not been received your order will not be packed or processed. All credit card holders must take the responsibility in supplying the correct information or any changes to their details (at the time of order). Please note: The pricing level that you have been registered under is subject to evaluation periodically. If your sales do not meet our minimum purchase requirements of $150 (not including GST or freight per order – you will no longer be entitled to our wholesale prices. If your orders are constantly falling below the minimum requirement the price of items purchased will increase by 30% . All order that fall under the minimum purchase requirement will incur a $10 extra handling fee. This fee will be added to the commercial invoice and is to be paid alongside order prior to dispatch.

**Prices**  
Our prices are subject to change without notice due to international currency fluctuations, etc. Our prices on this website are quoted inclusive of Goods & Services Tax.  
Performance Training Institute Pty Ltd takes no responsibility for the accuracy of price information or specifications displayed on the website. Performance Training Institute takes every possible precaution to deliver accurate information, but can not be held responsible for these discrepancies. The valid price is presented on the commercial invoice only Freight is always an additional charge to be paid by the customer.  Freight is also subject to GST. This will be displayed on the commercial invoice.

**Minimum Orders**  
All purchases must exceed $165AUD (stock value only) in order to be processed. If your order falls short of this minimum a $10+ GST surcharge will automatically be applied to your invoice.

**Payment Required Prior to Dispatch**  
All orders are processed daily (weekdays only). Unless there is a delay in the warehouse all orders are dispatched within 24hours. (Does not include backorders). Please ensure that there are sufficient funds available on your credit card before placing orders online. Orders have to be paid in full before shipping.  We accept either Visa or MasterCard. As there is no holding facilities in the warehouse any delay in payment will lead to the cancellation of the order. A re-stocking fee may apply. Credit card details must be phoned or faxed once order has been placed. If credit card details have not been received your order will not be processed.

**Credit Card Holders**  
If you are using another persons credit card Performance Training Institute has to be notified by the official card holder. It is the credit card holder’s responsibility to inform Performance Training Institute of any changes,

**Product Replacement**  
Products are warranted for defects in materials and workmanship for 14 days from date of purchase, provided they have not been subjected to obvious abuse, neglect or misuse. Performance Training Institute will replace such products and, other than this, will have no obligation. With the foregoing exception, Performance Training Institute makes no express warranties.  
After 14 days Performance Training Institute will not accept the claim.

**What can you return?**  
New merchandise which prior to any use, you believe has a manufacturers flaw, may be returned for exchange/refund within 14 days of purchase. There is no warranty for product misuse. Goods will not be accepted without an RAN number. To receive a RAN please file claim with Performance Training Institute staff member to receive a RAN number.

**Shipping Policy**

**Freight**  
Our nominated freight carrier is Star Track Express or Toll Express. Freight subject to cubic conversion: The price for freight will be calculated on the dead weight or by cubic meter – whichever is the greater. Taking this calculation process into consideration most orders can not be precisely calculated until the full order is packed and ready for dispatch. Items that are less complicated to calculate are large individual items for example gymnastic mats, punch masters, and/or dead weight goods for example. Dumbbells, kettle bells etc. All freight quotes are an approximate.

**Same Day Shipping**  
The team at Performance Training Institute strives to make your ordering and shipping experience fast and effective. Internet orders placed before 12noon will be shipped out from the Performance Training Institute warehouse the same day\* (conditions apply).  
  
\*Same day shipping is based on your order having no processing issues with stock availability, production, shipping or payment. Same day shipping is Weekdays only on internet orders placed before 12noon. Excludes public holidays, and warehouse shut down over Christmas.  
  
**Price Change**  
At Performance Training Institute we try our best to assist our customers in offering the most affordable freight service. Because this is a service that we outsource we have no control over rate changes – however we endeavor to do our very best to continue to offer competitive rates.

**Leave as Instructed (LAI)**  
If you have opted for (LAI) for your delivery - Performance Training Institute and Star Track does not accept any responsibility for any theft, damage or loss on any item.

**Remote Areas**  
If you live in a remote are or are not sure of local depot please inform Performance Training Institute staff. In most remote location areas there is a central drop off point that needs to be noted on the consignment. If this information is not supplied an extra surcharge will apply.

**Second Delivery Charges**  
If goods are not signed for and instructions are to leave somewhere on premises, any theft or damage will not be covered by insurance. In order to sign for the goods customer must 100% guarantee that someone will be available between 9AM and 5PM Monday to Friday to sign for goods. If Star Track attempt to deliver knowing these opening hours and no one is there to sign for goods, a card will be left and SECOND DELIVERY CHARGES will automatically be charged to your Credit Card. It is Customer’s responsibility to notify Performance Training Institute office of any changes to their special delivery instructions or their change of address. Failure to do so will result in customer being liable for all the redirection or second delivery charges that will occur.  
  
**Signing and Receiving goods.**  
Unless specified as ‘leave as instructed’ (LAI) - all customers must sign for goods and even more so be aware of the cartons/s conditions and quantity you are signing for. In most cases all items are delivered as one delivery – however if the courier company does deliver a part shipment - please acknowledge this ‘part shipment when signing for goods. If you have received a part shipment please call Performance Training Institute Head Office.  
\* If you sign for the goods without checking the quantities Performance Training Institute would not be able to file a missing box claim on your behalf. The freight company takes your signature as proof of full delivery.

**Goods damaged in Transit**  
The freight company requires the driver’s signature on the consignment confirming the damage. If upon delivery you do not acquire the driver’s signature of damage through transit your insurance claim will be void. Our insurance company requires any items damaged in transit must be reported to Performance Training Institute within 24 hours of receiving the goods. Failure to do so – No claim can be processed.

**Prices**  
Our prices are subject to change without notice due to international currency fluctuations, raw material procurement costs, labour costs, inflation and various other factors.  
Pricing on the website is listed as recommended retail (RRP) in AUD (Australian Dollars) inclusive of GST RRP price is set as an indicative guide only.  
Performance Training Institute Pty Ltd takes no responsibility for the accuracy of price information or specifications displayed on the website. Performance Training Institute takes every possible precaution to deliver accurate information, but can not be held responsible for these discrepancies. The valid price is presented on the Performa invoice and valid for 7 days only Freight is always an additional charge to be paid by the customer.  Freight is also subject to change from the shipping lines and can only be quoted when the goods are ready for shipping to ensure accuracy.