

### **Teaming up to help Ashley get out of a fitness course and win a big refund**

A woman caught in a fitness training contract had a huge weight lifted off her shoulder after HRCLS and UMFC teamed up to help. Ashley\* was inspired to do a personal training course during a COVID-19 lockdown. A course being offered by a fitness training organisation caught her eye, and she gave them a call to find out more. It was going to cost her \$6,240 in fees. A \$600 deposit was required if she signed up and ongoing fortnightly payments of \$240 to pay off the course.

Ashley was told the course repayments were flexible, and payments could be suspended if needed. So she assumed stopping the course was an option open to her. But she made no decision on the first call and went away to ponder what she should do.

After this initial call, Ashley was contacted by another consultant from the fitness organisation who pressured her to sign up for the course. Due to the earlier conversation and her understanding about the course payment flexibility, she relented under the pressure and enrolled in the course.

One detail not provided to Ashley in two conversations with the consultants was the need for her to have successfully completed a Certificate III in Fitness before she could do the Certificate IV in Fitness'. Ashley had not completed a certificate III in Fitness, meaning it was unsuitable. This was uncovered by our lawyer when they were researching the course's criteria on the organisation's website. The institute did have an 'extenuating circumstances' policy, but this included onerous requirements that could be considered unfair and unreasonable and which were almost impossible for students to meet.

A couple of weeks into the course, Ashley's mental health deteriorated, and she was forced to give it up. She also fell into financial hardship because of Covid-19 and couldn't afford to keep paying the course fees. She called the fitness organisation to tell them she was pulling out of the course, and was told she would have to pay the full amount of \$6240 regardless of her decision.

Ashley saw a financial counsellor (FC) at Upper Murray Family Care. They took on her matter and struck immediate difficulty getting a response from the fitness organisation. After a complaint was lodged with them, the FC received a call and was told Ashley was liable, that they had no duty to look at her finances, and would send the contract through for the FC to read. The caller confirmed Ashley's account had been put on hold.

The FC prepared a document to show Ashley was in financial hardship and referred the matter for free legal advice. By that time, Ashley paid \$2,270 of the course fees. Our lawyer found possible breaches of Australian Consumer Law, and also discovered the organisation had a policy that allowed for someone in Ashley's position to receive a refund. On behalf of Ashley, the lawyer asked for a full refund and waiver. A counter offer was made under the exceptional circumstances policy to accept Ashley's situation. The course fees fell from \$6,240 to just over \$1,900 and she also received a \$359 refund, and she does not need to pay any more fees.