Terms and Conditions & Release of Liability

Effective date: 29th of July 2026

Strong Beyond 50 – Terms and Conditions

Prior to participating in any services, programs, or coaching with Strong Beyond 50, Clients, or Onboarding Clients (where applicable) must accept these Terms and Conditions and the Release of Liability. Acceptance occurs during the onboarding process or at the time of purchase/enrolment in any service, program, or membership. By proceeding, Clients and Onboarding Clients acknowledge that they have read, understood, and agree to be bound by these Terms and Conditions and the Release of Liability.

1. Definitions

1. For the purposes of these Terms and Conditions and Release of Liability, Wendy Van Oosten, Coach Wendy Maree, and Strong Beyond 50 are considered a single entity, hereinafter referred to as "Strong Beyond 50".
2. "User" refers to anyone who interacts with Strong Beyond 50 services in any capacity, including:
    a. Attending live sessions, workshops, or onboarding consultations.
    b. Purchasing, subscribing to, or enrolling in memberships, coaching programs, or other services.
    c. Accessing digital platforms, apps, resources, documents, or materials provided by Strong Beyond 50.
3. "Client" refers to a User who has enrolled in any program, service, or coaching offering with Strong Beyond 50.
4. "Onboarding" refers to a client intake and setup procedure used to establish training history, goals, and system configuration within the coaching platform. The onboarding process does not constitute a training program, trial period, or standalone service, and does not include access to coaching delivery prior to acceptance following onboarding review and enrolment into a service, program, or membership.
5. "Minimum Commitment" is the minimum fixed duration applicable to a Client's selected program, membership, service, or payment arrangement. During this period, the agreed payment schedule and service inclusions apply in full. After this period, both service access and the associated payment arrangement continue until terminated in accordance with these Terms and Conditions.

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6. “Recognised Medical Specialist” means a medical practitioner who holds registration with the Medical Board of Australia and is legally authorised to diagnose medical conditions and provide medical advice. This explicitly excludes any practitioner who may use the title “doctor” without holding recognised medical credentials (such as chiropractors or naturopaths) and any practitioner who is not legally authorised to diagnose medical conditions or provide medical advice (such as massage therapists or fitness professionals).

2. Intellectual Property and Content Protection

1. Exclusive Ownership: All content, materials, progression systems, methodologies, and intellectual property created, owned, or made available by Strong Beyond 50, including but not limited to images, text, logos, custom training templates, progression models, instructional videos, software content, PDFs, articles, worksheets, recipe books, and eBooks, remain the exclusive property of Strong Beyond 50.
2. Limited Licence: Clients and Users are granted a strict, non-exclusive, non-transferable, revocable licence to access, view, and execute the materials solely for their personal participation in Strong Beyond 50 services, programs, and training activities while actively enrolled in a service, program, or membership and in good standing with applicable payment arrangements.
3. Prohibition of Copying and Scraping: Clients and Users are strictly prohibited from copying, capturing, downloading, taking cumulative screenshots of, reproducing, publicly displaying, modifying, distributing, or commercially exploiting any proprietary training blocks, sequential phases, or digital assets for use outside of the active service period or for distribution to third parties.
4. Breach and Remedies: Any unauthorised copying, data scraping, or harvesting of programming structures will result in the immediate termination of all services and app profiles without refund, a permanent ban from the business ecosystem, and potential legal action for intellectual property infringement under Victorian law.

3. Sale of Services

1. These Terms and Conditions govern the provision of all services and coaching resources offered by Strong Beyond 50, including but not limited to:
    a. In person and online health and fitness programs, coaching, and training sessions, including all workouts and exercise plans delivered through coaching sessions, coaching platforms or apps, or provided as downloadable documents (including PDF format).
    b. Online Coaching services and meetings, including one-on-one consultations, coaching discussions, and live training sessions delivered via video conferencing platforms.
    c. Coaching resources such as documents, articles, emails, worksheets, recipe books, eBooks, and any other instructional materials or digital content.
2. Strong Beyond 50 reserves the right to modify, reject, or cancel any booking, purchase, or provision of coaching resources or programs. If a booking or payment is cancelled after processing, any refund will be limited to the amount already paid. The payer is responsible for verifying receipt of any refunds.
3. No Free Trials / No Casual Access: Strong Beyond 50 does not offer free trials, complimentary sessions, or casual drop-in access to any service or program. All participation must be via a paid pathway or direct enrolment into a service.

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4. All service descriptions, programs, and coaching resources are accurate to the best of Strong Beyond 50's knowledge. However, physiological adaptation depends heavily on individual execution, consistency, and biofeedback; therefore, Strong Beyond 50 does not guarantee specific individual results or outcomes. Clients and Users participate in services and use the training materials at their own risk.

4. Payment

Clients agree to pay for services either:

1. In full at the time of purchase; or
2. Through ongoing payment arrangements or instalments.

4.1. One-Off Programs and Purchases

1. Any programs, workshops, or services purchased outside of a membership or instalment plan (including, but not limited to online programs or coaching, tailored workout programs, or one-off sessions) are considered one-off purchases.
2. Payment for one-off purchases is due at the time of purchase and is not eligible for suspension, pause, hold, credit, or extension.
3. One-off programs or services do not include membership entitlements. Refunds for one-off purchases are only available under exceptional circumstances, at Strong Beyond 50's discretion.
4. All other provisions in these Terms, including payment, rescheduling, cancellations, and dishonoured payments, apply to one-off Programs and Purchases.

4.2. Memberships and Instalment Plans

For the purposes of these Terms:

1. Weekly Memberships: These are weekly recurring payment arrangements.
2. Monthly Memberships: These are monthly recurring payment arrangements. Monthly memberships are per calendar month and commence from the Client's sign-up date, and all billing cycles run from that date every month.
3. Instalment plans: These allow Clients to pay for a full program price over a set number of weekly or monthly instalments, with recurring payments automatically collected until the total cost is settled.
4. All payments under any membership or payment arrangement are recurring and automatic.
5. All memberships and payment arrangements relate to access to coaching, programming, and/or scheduled services within the applicable period.
6. Payments continue regardless of attendance, Public Holidays, travel, illness, injury, or business closures.
7. Membership entitlements are time-based and do not accumulate. Any unused access, sessions, or coaching provision does not carry forward, is not banked, and cannot be transferred to another period.
8. Membership entitlements are time-based and do not accumulate. Any unused access, sessions, or coaching provision does not carry forward, is not banked, and cannot be transferred to another period.
9. No pauses, suspensions, holds, credits, or deferrals apply during any active Minimum Commitment period or consecutive program block.

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4.3. Financial Terms and Commitment

4.3.1. Advance Payment Requirement

All service, program, or membership dues must be settled in advance of delivery. Clients secure their access through scheduled, recurring direct debit authorisations or upfront payments where explicitly authorised by Strong Beyond 50.

4.3.2. Authorised Payment Arrangements

By enrolling in a membership or instalment plan, Clients authorise Strong Beyond 50 to process payments according to the assigned arrangement. Strong Beyond 50 reserves the right to cancel or reverse transactions that violate these Terms or any applicable law.

1. Weekly and Monthly Recurring Payments or Instalments: Paid via GoCardless Direct Debit. Stripe may be offered as an alternative; clients choosing Stripe will incur an additional fee applied to their weekly or monthly recurring transaction.
2. One-Off Services Paid in Full: Paid in advance by Direct Deposit or cash.
3. Payment Method Definitions:
    a. Direct Debit: Automatic, recurring payment through a secure provider (GoCardless or Stripe) using a client-authorised mandate or agreement.
    b. Direct Deposit: The Client manually transfers funds directly to the designated bank account of Strong Beyond 50.

5. Membership Spaces and Entitlements

Strong Beyond 50 provides extremely limited overall spaces to ensure each Client receives fully personalised coaching and high-quality training. This applies to Personal Training, Semi-Private Training, Cohort Training, Hybrid Training, and any other program that includes scheduled sessions, whether one-on-one or in a group setting, and whether delivered in person or online.

1. Programs that include Session Entitlements: Clients are entitled to the specified number of sessions based on each calendar week, Monday through Friday. Monthly memberships include the same weekly session entitlements regardless of the day or date of the month they commence.
2. Sessions are not transferable, carried over, or redeemable for missed sessions.
3. All services with scheduled sessions provide session entitlements according to the agreed schedule. Missed sessions cannot be carried over to subsequent weeks or months and are strictly non-redeemable.

6. Coaching Model Structure

Strong Beyond 50 delivers an online and hybrid coaching model which is centred on progressive digital programming, tracking systems, and accountability communication delivered via a dedicated coaching platform (such as Everfit). This digital framework is designed for continuous client engagement independent of physical location and forms the core, non-negotiable component of all training services. Personal Training is not offered as a standalone service.

1. Programs may include built-in or optional coaching and assessment sessions to support programming accuracy, technique development, and progression, and do not constitute standalone personal training services.

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2. Where included, personal training, coaching, or assessment sessions are structured on a weekly or 4-weekly cycle (depending on the payment arrangement) as either scheduled inclusions or optional sessions.
3. Standalone services, programs, or classes that do not include a digital or platform-based component may also be offered from time to time at the discretion of Strong Beyond 50.

7. Personal Training and Cohort Services

Personal Training and Cohort delivery formats are supplementary services that may be offered from time to time at the discretion of Strong Beyond 50. These formats are not continuously available and are subject to capacity and scheduling constraints. Personal Training, cohort, and practical assessments function as supplemental coaching services and are not standalone offerings unless specifically defined at Onboarding.

7.1. Delivery Formats

1. One-on-One Personal Training: A dedicated session for one Client and one coach, operating as an add-on to the underlying membership.
2. Semi-Private Personal Training: A training format designed for two (2) or three (3) Clients training together within a scheduled time slot, operating as an add-on to the underlying membership.
3. Personal Training Cohort: A specialised, campaign-based group training offer. Cohorts are specifically recruited, structured, and populated by Strong Beyond 50 to fill dedicated time slots with a minimum of four (4) active clients.
4. Personal Training sessions may be delivered in-person or online via video conferencing platforms, depending on the agreed training arrangement and scheduling structure.
5. Where included in a service or program, Personal Training sessions do not create an obligation for Strong Beyond 50 to reschedule sessions, extend the Membership period, or provide replacement appointments.

7.2. Operational Delivery Requirements and Session Volume Shifts

Where personal training or cohort formats are offered, pricing, scheduling, and time slot retention are strictly contingent on maintaining the designated client volume for each format. Where client numbers fall below the established threshold for a specific format, Strong Beyond 50 reserves the right to adjust rates or reallocate the time slot to maintain operational viability and scheduling integrity.

1. Where a Personal Training format falls below its designated client threshold, Strong Beyond 50 retains full discretion to determine whether the format will continue, be restructured, or conclude. Continuation of any existing training arrangement is not guaranteed, including continuation as Semi-Private or One-on-one Personal Training. Pricing and scheduling may be reviewed and adjusted to reflect any revised training structure.
2. If at any time a recruited Cohort size drops below the four (4) active member threshold after the conclusion of the initial 8-Week launch block, Strong Beyond 50 will provide a fourteen (14) day operational grace period at the existing cohort rate while actively working to recruit replacement members.
3. If cohort capacity cannot be restored to the four (4) member minimum within the 14-day grace period, the remaining clients will transition to the prevailing Semi-Private price tier for that specific group volume. However, if Strong Beyond 50 designates that time slot as a protected, high-demand peak period reserved exclusively for larger group formats, the remaining clients may be required to move to an alternative, mutually agreed time slot.

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4. If any group format (Cohort or Semi-Private) falls to one (1) single active client, Strong Beyond 50 will provide a 14-day grace period at their current rate while attempting to recruit replacement Clients. If group capacity cannot be restored within 14 days, the remaining client will transition to the applicable one-on-one price tier and may be required to move to an alternative, mutually agreed time slot.
5. At any point where group numbers reduce, the Client may choose to remain in a revised training format, transition to another available format, or conclude their participation in accordance with these Terms.

7.3. Onboarding and Cohort Launch Policies

1. Cohort programs begin with a mandatory initial eight (8) week launch block, paid weekly via Direct Debit at the designated cohort rate. This block runs on a fixed schedule that cannot be paused, held, or extended for travel or illness, and any missed sessions are permanently forfeited.
2. Transition to Fixed Cohort Membership: Upon completion of the 8-week launch block, Clients automatically lock into a fixed 6-month Minimum Commitment term in accordance with Clause 7.2. If cohort numbers fall below the required minimum of four (4) participants, the fallback rules in Clause 7.2 will apply, including potential reclassification of the training format and adjustment of scheduling and pricing.

8. Memberships and Service Delivery

8.1. Membership Conditions

1. The Client retains ongoing access to their program throughout the applicable Minimum Commitment period and any ongoing membership period, subject to active payment arrangements.
2. Scheduled in-person and live sessions are delivered in accordance with availability and operational closures.
3. Payments continue throughout the applicable Minimum Commitment period and any ongoing membership period, regardless of attendance, travel, illness, public holidays, or business closures.
4. No membership pauses, suspensions, holds, credits, or banking of sessions apply.
5. Unused access, training opportunities, or scheduled sessions do not accumulate, carry forward, or transfer to another period.
6. Where a scheduled session is missed or not attended, there is no obligation for Strong Beyond 50 to provide a make-up session unless expressly stated in the relevant Membership terms.
7. Any rescheduling, where offered, is strictly subject to availability and does not guarantee retention of the original time or day.

8.2. Scheduling and Appointment Entitlement

1. All memberships and programs that include a reserved training allocation provide access to scheduled services within the applicable Minimum Commitment period but do not confer entitlement to a permanent, recurring, or ongoing appointment time.
2. Where a Client cancels, misses, or is unable to attend a scheduled session, Strong Beyond 50 is under no obligation to provide a make-up session unless otherwise stated in the relevant Membership terms.
3. Any rescheduling, if offered, is strictly subject to availability and does not guarantee retention of the original appointment time or day.

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8.3. Post-Minimum Commitment Continuation and Cancellation Notice

To ensure continuous progression, coaching momentum, and reserved placement, program terms automatically roll over into the next consecutive program block (e.g., 12-week or 6-month term) following completion of the Minimum Commitment period, under the following conditions:

1. During the continuation period, all standard terms, operational rules, and payment schedules remain fully active and binding, exactly as they were during the Minimum Commitment period.
2. To terminate at the end of the Minimum Commitment period, the Client must provide at least seven (7) days written notice prior to the expiry of the Minimum Commitment period. If notice is not provided within this timeframe, both service access and the payment schedule will continue.
3. Where a valid cancellation notice has been received, Strong Beyond 50 will make reasonable efforts to prevent future billing cycles from being charged. However, the Client acknowledges that payments already scheduled, initiated, or in processing at the time notice is received may still be debited by the payment provider. Any such payments will be treated as covering access to services for the relevant billing period and are non-refundable.
4. A cancellation request is not final until the Client receives a formal written acknowledgement and confirmation email from Strong Beyond 50. Cancellation requests cannot be backdated, and verbal or social media notifications will not be accepted as formal notice.

8.4. Early Termination Limitations

This clause applies only to memberships and instalment plans subject to a Minimum Commitment period or active program block (e.g., 8 week, 12-week, or 6-month terms). One-off programs, one-off purchases, or other prepaid or single-transaction arrangements are not eligible for early termination.

1. Clients may not terminate early during a Minimum Commitment or consecutive program commitment period. All payments for the agreed Commitment period remain payable.
2. During a Minimum Commitment or consecutive program commitment period, Clients may terminate early only under exceptional circumstances, at Strong Beyond 50's discretion, with written notice and supporting documentation of:
    a. Relocation for in-studio training only: The Client's permanent residence moves more than 50 km from Strong Beyond 50's training location.
    b. Exceptional Circumstances: Other rare events, at the discretion of Strong Beyond 50.
3. Health-Related Requests: If a Client experiences illness, injury, or a medical condition that may affect their ability to train, written documentation from a Recognised Medical Specialist, Accredited Exercise Physiologist, or Accredited Dietitian may be required. Strong Beyond 50 will assess whether the Client can continue in their assigned training format within Strong Beyond 50's professional scope. If participation is not within scope, Strong Beyond 50 may, at its discretion:
    a. Grant a temporary suspension of the membership.
    b. Offer alternative training options if appropriate; or
    c. Suspend or terminate participation if no suitable option exists.
4. Supporting documentation must be submitted in writing. Any payments due up to the date of termination remain payable. Early termination does not guarantee refunds for unused sessions beyond the agreed notice period.

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8.5. Termination by Strong Beyond 50

Strong Beyond 50 retains the absolute right to terminate any membership or service agreement immediately, without notice, for any of the following behaviour-based or safety-based reasons:

1. Deliberate Contravention of Instructions: The Client intentionally overrides, ignores, or subverts safety protocols, coaching cues, prescribed loads, or execution parameters delivered in person or via the app.
2. Physiological Safety Risks: The Client engages in high-risk behaviours deemed unsafe by the coach, including dangerous nutritional restriction (starvation), excessive unprogrammed exercise, or severe compensatory physical activity.
3. Community or Business Harm: The Client engages in behaviour that is disruptive, disrespectful, abusive, or harmful to the coach, other cohort members, members of the public, or the reputation and operational flow of the business.
4. Financial Breach: Failure to maintain the agreed direct debit schedule or rectify a dishonoured payment.
5. Business Alignment: The Client's overall requirements, coachability, attitude, or actions diverge significantly from the professional service model or specialised standards of Strong Beyond 50.
6. Financial Status Upon Termination: If an agreement is terminated by Strong Beyond 50 under this clause, no refunds will be issued. All historical payments and unused portions of active digital cycles are strictly non-refundable and non-transferable.

8.6. Failed or Dishonoured Payments

If any scheduled payment, recurring direct debit, credit card transaction, or manual direct deposit is dishonoured, declined, reversed, or fails to clear by the due date, the Client is legally liable for any administration fees or processing penalties incurred by Strong Beyond 50 as a result. Strong Beyond 50 reserves the right to immediately freeze all app programming, withhold coaching deliverables, and suspend physical studio entry until the outstanding balance, along with any associated administrative fees, is settled in full.

8.7. Strict Refund Policy

All payments for services, including programs, memberships, instalments, digital products, and coaching services, are strictly non-refundable. This applies to all unused, partially used, forfeited, or unconsumed services, regardless of whether participation is concluded by the Client or terminated by Strong Beyond 50.

9. Studio and Software Operations

9.1. Progressive Programming Delivery

To manage risk, facilitate physiological progression, and protect proprietary intellectual assets, training programs are released progressively on a week-by-week or phase-by-phase basis at the sole discretion of Strong Beyond 50. Access to upcoming phases is strictly contingent on active billing clearance and the submission of required workout data and biofeedback by the Client.

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9.2. Continuous Coaching Continuity and Studio/Online Absences

1. The continuous provision of professional digital programming, data analysis, online check-ins, remote tracking, and accountability communication continues uninterrupted 52 weeks a year. A Client's temporary inability to physically attend in-studio sessions or engage in live online coaching (such as holidays, personal travel, illness, business travel, minor scheduling conflicts, or environmental factors) does not constitute a suspension or termination of the coaching relationship, nor does it pause the payment schedule.
2. Programming adjustments may be deployed via the app or online coaching platform to accommodate absences, and the contract remains active. No extensions, credits, holds, or fee adjustments will be issued for physical or virtual absences.

9.3. Scheduling, Rescheduling, and Cancellation Boundaries

1. 24-Hour Notice Requirement: Clients must provide at least twenty-four (24) hours' notice prior to the scheduled start time if they are unable to attend any scheduled service, including but not limited to in-studio Personal Training sessions, cohort or semi-private training sessions, online group training, 1-on-1 online coaching calls, video evaluations, or any other scheduled appointment or delivery format provided by Strong Beyond 50. This notice is required to allow appropriate adjustments to programming, session structure, and cohort planning.
2. Late Cancellations and No Shows: Any session (in-studio or online) cancelled with less than 24 hours' notice, or recorded as a No Show, will be immediately and permanently forfeited. It cannot be rescheduled, refunded, or credited.
3. Rescheduling (where available): Where specifically included in the program or service, and where notice has been provided in accordance with these terms, sessions may be rescheduled to an alternative time only where availability exists within the same calendar week (Monday to Friday). Rescheduling is not guaranteed and is subject to capacity.
4. Training Continuity: Where a scheduled in-studio or live online session is not attended or cannot be rescheduled, the Client can complete their individual online training program as prescribed. This ensures continuity of training progress regardless of attendance at scheduled sessions.

9.4. Business Hours

Strong Beyond 50 operates strictly between 9:30 AM and 4:00 PM, Monday to Friday. Digital coaching support, video evaluations, data analysis, programming updates, and administrative responses occur exclusively during these hours. Any communications received outside of these hours, or during a designated Business Closure, will be queued and addressed when standard operational hours resume.

9.5. Public Holidays

Strong Beyond 50 observes all Victorian gazetted public holidays and will be closed on these days. No in-person sessions, consultations, or coaching services will be delivered, and no digital coaching support or app communication will occur during these periods.

Public holidays are factored into service delivery and pricing structures. As a result, no refunds, credits, extensions, or make-up sessions are provided for any weeks containing one or more public holidays.

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9.6. Coach-Initiated Closures

Should the studio or online live operations close unexpectedly due to coach illness or an emergency (excluding gazetted Public Holidays and the scheduled Christmas/New Year break), Clients will be notified via WhatsApp or the App Direct Messaging service (such as Everfit). To meet its service guarantee, Strong Beyond 50 may provide digital adjustments or makeup sessions at its discretion. For highly unusual closures exceeding one (1) consecutive week, Strong Beyond 50 may, at its sole discretion, pause recurring debits until operations resume. The Client retains ongoing access to their online training program throughout any closure period and may continue to complete their prescribed training independently. No additional compensation, credit, or adjustment applies outside of any payment pause determined under this clause.

9.7. Change of Medical or Health Condition

Clients bear an ongoing, strict legal obligation to disclose all relevant health, physical, medical, or pharmacological changes immediately. Failure to disclose medical shifts may result in services being modified, shifted to purely digital formats, or cancelled immediately to protect client safety and ensure coaching boundaries remain within Strong Beyond 50's professional scope of practice.

9.8. Studio Health and Illness Policy

To protect the health of the Coach and other members, Clients are strictly prohibited from attending the studio if they have any infectious or contagious illness. If a client cannot attend due to illness, or if they show up exhibiting symptoms and are turned away, the scheduled session is immediately forfeited and will not be refunded, rescheduled, or credited.

10. Accounts, Security, and Communication Platforms

1. All active Clients are required to maintain active access to the official communication streams designated by Strong Beyond 50 for their specific stream. For personal training services, the official channel is the Strong Beyond 50 WhatsApp group. For online-only streams, communications may occur via WhatsApp or the Direct Messaging (DM) system within the Coaching application. These channels serve as the official mechanisms for schedule alerts, session cancellations, emergency notices, policy updates, and operational amendments. Clients are responsible for monitoring notifications regularly, and any broadcast or direct message sent via their designated platform is contractually deemed formal notification.
2. By utilising required digital ecosystems (including but not limited to Everfit and WhatsApp), Users and Clients accept sole legal responsibility for protecting the confidentiality of their passwords, account profiles, and personal biometric data logs.
3. Truthful Data Provision: Users must ensure all registration metrics, physical screening forms, and workout logs submitted are accurate, truthful, and up to date.

11. Consumer Protection and Statutory Guarantees

These Terms and Conditions are subject to the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) and relevant consumer protection legislation. No clause within these Terms is intended to exclude, restrict, or modify any non-excludable statutory rights, consumer guarantees, or remedies available to the consumer.

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12. Limitation of Liability

To the maximum extent permitted by law, Strong Beyond 50 and its associated directors, officers, agents, and employees shall not be held liable for any direct, indirect, incidental, special, or consequential injuries, claims, losses, physiological damages, or expenses arising from participation in any services, workouts, or digital execution, whether caused by negligence or otherwise.

13. Indemnity

Clients and Users agree to indemnify, defend, and hold harmless Strong Beyond 50 and its associated directors, officers, agents, and employees from any and all third-party claims, losses, liabilities, damages, and expenses (including legal fees on a solicitor-client basis) arising directly or indirectly from their physical participation in studio sessions, execution of digital programming, or breach of these Terms and Conditions.

14. Governing Law and Jurisdiction

These Terms and Conditions, the contract of service, and the relationship between the parties are governed exclusively by the laws of the State of Victoria, Australia. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria to resolve any disputes arising under these Terms.

15. Severability

If any specific clause, sub-clause, or sentence within these Terms and Conditions is found to be invalid, illegal, or unenforceable under applicable Australian law by a court of competent jurisdiction, that specific provision shall be deemed severed from the contract. The remaining provisions shall continue in full force and effect.

16. Amendments and Operational Changes

Strong Beyond 50 reserves the right to amend these Terms and Conditions at any stage to maintain legal compliance, reflect regulatory changes, or optimise commercial business operations. Clients will be provided written notification of any substantial updates via email or direct broadcast notice through the official communication platform.

17. Discretionary Special Cases

Any single, isolated waiver or approved exception to these policies granted by Strong Beyond 50 to a Client in a case of extreme extenuating circumstances is entirely non-precedent-setting. It does not constitute a permanent amendment of these terms, nor does it bind Strong Beyond 50 to grant future variances to that Client or any other User.

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Release of Liability

You understand, agree to and acknowledge the following:

I wish to participate in the activities and programs of Wendy Van Oosten also known as Coach Wendy Maree, and Strong Beyond 50 (hereinafter referred to as Strong Beyond 50). In consideration of Strong Beyond 50 agreeing to provide coaching, health, and fitness activities and programs, I release Strong Beyond 50, its employees, and representatives from any and all responsibility or liability for injuries or damages resulting from, or ancillary to, my participation in any activities or my use of equipment.

Medical Disclosure and Responsibility

If I have any existing medical condition, physical limitation, or impairment that may affect my ability to safely engage in any prescribed exercise formats, I acknowledge that I am legally bound to disclose such condition/s to Strong Beyond 50. I acknowledge that I have been informed of the need for a physician's approval for participation in any exercise or fitness activity or in the use of exercise equipment.

It is recommended that I have a yearly, or more frequent, physical examination and consultation with my physician regarding physical activity, exercise, and the use of training equipment, so that I might have their recommendations concerning these fitness activities and equipment use. I acknowledge that I have either obtained a physical examination and received my physician's permission to participate, or that I have chosen to participate in the activity and use of the equipment without such approval, and I assume full responsibility for my participation in these activities.

Qualified Health Clearance

Strong Beyond 50 carefully reviews each Potential Client's pre-exercise questionnaire and medical disclosures before accepting them into any program. Participation may not be suitable for everyone based on this information, and acceptance is at Strong Beyond 50's discretion.

I acknowledge that it is my responsibility to fully disclose any medical conditions, physical limitations, or health factors that may affect my ability to safely participate in coaching, exercise, or health programs.

If Strong Beyond 50 becomes aware of any condition that was not disclosed during onboarding, or of any new condition that arises, I may be required to provide written clearance or exercise recommendations from a recognised professional, as defined below:

- Recognised Medical Specialist – a licensed medical doctor legally authorised to diagnose medical conditions and provide medical advice.
- Accredited Exercise Physiologist – qualified to prescribe exercise for medical conditions in the context of coaching, fitness, or rehabilitation progression.
- Physiotherapist – for rehabilitation-specific guidance, e.g., post-surgery or acute injuries.
- Accredited Dietitian – qualified to provide nutrition advice for medical conditions.

Scope of Recommendations:

Strong Beyond 50 only accepts exercise or dietary recommendations from the specific categories of clinical professionals listed above.

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While we respect the role of other health and wellness practitioners, we do not accept clearances or prescriptions from any professional whose primary scope of practice does not include clinical exercise prescription or medical nutrition therapy. This ensures all training adjustments are managed through a direct clinical-to-coach relationship. Strong Beyond 50 reserves the right to refuse any recommendations that fall outside these four approved professional categories.

Stepwise Process for Clients Recovering from Injury or Medical Conditions:

- Acute Rehabilitation: Clients currently under physiotherapy care are considered still in rehabilitation. Physiotherapy typically involves low-load, controlled movements such as stretches, bands, and mobility exercises. Clients cannot participate in any Strong Beyond 50 program (group, 1-on-1, hybrid, or online) during this phase.
- Exercise Physiologist Clearance: Once acute rehabilitation is complete, clients must obtain exercise clearance or recommendations from an Accredited Exercise Physiologist. This ensures the exercise program is suitable for progression into strength training or higher-intensity conditioning. Recommendations from a physiotherapist alone are insufficient for resuming strength training.
- Participation in Strong Beyond 50 Programs: Following Exercise Physiologist Clearance, clients may resume training with Strong Beyond 50, with exercises implemented within the professional scope of the PT or program type (group, 1-on-1, hybrid, or online).

Final Authority: Strong Beyond 50 retains the right to modify, pause, or deny participation if continuing would exceed professional scope, even with documentation from a recognised professional.

I acknowledge that, even with clearance or recommendations from the professionals listed above, Strong Beyond 50 retains the final authority to determine whether my condition is suitable for training. I understand that any such suspension, modification, or termination may occur without refund.

Participation Risks

I understand and am aware that the activity I am about to undertake is at times dangerous and strenuous, and that while participating, I may be exposed to certain risks. I voluntarily participate with full knowledge that there is a risk of personal injury (physically or mentally), property loss, or death, and that my personal property may be lost or damaged.

I further declare myself to be physically sound and not suffering from any condition, impairment, disease, or other illness that would make it unsafe for me to participate in the exercise programs or use of equipment. I understand that if I do have such a condition, I must not participate until I have obtained clearance from a qualified health professional as required by Strong Beyond 50. Even with such clearance, Strong Beyond 50 reserves the right to determine that my participation may not be suitable.

General Liability and Assumption of Risk

Other persons participating in such activities may cause me injury or death or may damage my property. I may cause injury or death to other persons or may damage their property. I agree that neither I, my heirs, assigns, nor legal representatives will sue or make any other claims of any kind whatsoever against Strong Beyond 50 for any personal injury, property damage or loss, or wrongful death, whether caused by negligence or otherwise.

All information, advice, and guidance provided by Strong Beyond 50 is for coaching and educational purposes only. Strong Beyond 50 does not diagnose, treat, or prescribe exercise, nutritional, or other interventions for medical conditions. Users should consult a qualified medical or allied health professional before making any changes to their exercise, nutrition, or health practices.

I agree to use the recommended software and apps provided by Strong Beyond 50 at my own risk and acknowledge that I am responsible for maintaining appropriate antivirus or security software.

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I acknowledge that I have carefully read this form and fully understand that it is a release of liability. I expressly agree to release and discharge Strong Beyond 50 from any and all claims or causes of action, and I voluntarily give up or waive any right that I may otherwise have to bring a legal action for personal injury or property damage. I agree to undertake the services of Strong Beyond 50 at my own risk.

I acknowledge and agree that no warranties or representations, either express or implied, have been made to me by Strong Beyond 50 or any representatives regarding the results I may achieve from any coaching or program conducted by Strong Beyond 50. I understand that results are individual and may vary. I acknowledge that weight loss is multi-factorial and largely depends on medical, lifestyle, and health factors, including nutrition, gut health, sleep, recovery, stress management, and incidental activity.

By ticking the acceptance box, I acknowledge that I have read, fully understand, and voluntarily accept all terms, conditions, and risks outlined in these Terms and Conditions & Release of Liability.

Contact Details

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