



Terms and Conditions & Release of Liability

Effective date: 1st Day of April 2026

Prior to participating in any services, programmes, or coaching with Strong Beyond 50, Clients, or Prospective 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, programme, or membership. By proceeding, Clients and Prospective 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:
 - Attending live sessions, workshops, or consultations (trial or paid).
 - Purchasing or subscribing to memberships, coaching programs, or other services.
 - Accessing digital resources, documents, or materials provided by Strong Beyond 50.
3. “Client” refers to a User who has entered into a paid arrangement with Strong Beyond 50, including memberships, training blocks, instalment plans, or one-off programme purchases. Clients are subject to all payment obligations, session entitlements, and policy terms described in these Terms and Conditions.
4. “Prospective Client” refers to a User who has expressed interest in Strong Beyond 50 services or booked a trial session but has not yet entered into a paid arrangement. Prospective Clients are expected to comply with these Terms and Conditions in relation to trial sessions, bookings, and participation.
5. “Recognised Medical Specialist” – a licensed medical doctor (MD or equivalent) who is legally authorised to diagnose medical conditions and provide medical advice. This excludes any practitioner who may use the title “doctor” without holding recognised medical credentials (e.g., chiropractors, naturopaths) and any practitioner who is not legally authorised to diagnose medical conditions or provide medical advice (e.g., massage therapists, fitness professionals).

2. Intellectual Property

All content, materials, and intellectual property created, owned, or made available by Strong Beyond 50, including but not limited to images, text, logos, documents, downloadable files, coaching materials, programmes, online content, PDFs, articles, worksheets, and any other materials used in the provision of services or displayed on the Strong Beyond 50 website or any other platform, remains the exclusive property of Strong Beyond 50.

Clients and Users may access and use such content only for their personal participation in Strong Beyond 50 services. Any other use, including copying, distributing, reproducing, publicly displaying, modifying, or commercial exploitation, is strictly prohibited without the prior written consent of Strong Beyond 50.

3. Sale of Services

These Terms and Conditions govern the provision of all services and coaching resources offered by Strong Beyond 50, including but not limited to:

1. Personal Training, Small Group Personal Training and health and fitness programmes, both in-person and online, including all workouts and exercise plans delivered through coaching sessions, coaching platforms or apps, or provided as downloadable documents (including PDF format).
2. Online Coaching services and meetings, including one-on-one consultations, coaching discussions, and live training sessions delivered via video conferencing platforms.
3. Coaching resources such as documents, articles, emails, worksheets, recipe books, eBooks, and any other instructional materials or digital content.

All service descriptions, programmes, and coaching resources are accurate to the best of Strong Beyond 50's knowledge. However, Strong Beyond 50 does not guarantee specific results or outcomes. Clients or Users participate in services and use the materials at their own risk.

Strong Beyond 50 reserves the right to modify, reject, or cancel any booking, purchase, or provision of coaching resources or programmes. 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.

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, or
3. by purchasing a training block in advance for a set number of weeks and sessions.

4.1. One-Off Programmes and Purchases

1. Any programmes, workshops, or services purchased outside of a weekly membership, training block, or instalment plan (including, but not limited to online programmes or coaching, tailored workout programmes, 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 included in, nor eligible for, membership pauses or holding fees.
3. One-off programmes or services do not count toward membership entitlements, minimum commitment periods, or session allowances. 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 Programmes and Purchases.

4.2. Memberships, Training Blocks, and Instalment Plans

For the purposes of these Terms:

1. Memberships are ongoing weekly or monthly arrangements where Clients pay a recurring fee to attend scheduled sessions, including Small Group Personal Training or other programmes, with automatic recurring payments.
2. Monthly Memberships: Clients pay a recurring monthly fee. Monthly memberships commence from the Client's sign-up date, and all billing cycles run from that date, regardless of the calendar month. Missed sessions cannot be carried over and pause allowances do not apply.
3. Training blocks are prepaid packages for a set number of weeks and sessions, allowing Clients to attend a fixed schedule of sessions without committing to ongoing direct debit payments. Blocks must be paid in full in advance and do not automatically continue.
4. Instalment plans allow Clients to pay for a programme over a set number of weekly or monthly payments, with recurring payments automatically collected until the total cost is settled.
5. All of these are subject to a minimum commitment period specified for each programme or service:
 - For example, weekly or monthly memberships have an eight-week or two-month minimum commitment.
 - New Clients purchasing a training block must commit to a minimum of eight weeks (the initial block).
6. During the minimum commitment period, Clients must maintain all scheduled payments. For memberships and instalments, payments will automatically recur on the agreed schedule (for example, weekly). Training blocks must be paid in full in advance and do not automatically continue beyond the purchased block.
7. After the minimum commitment period ends, memberships and instalment plans will continue automatically until cancelled by the Client with seven (7) days' notice in writing (via Email or WhatsApp messaging) prior to the next scheduled payment. Training blocks do not automatically renew.
8. Clients are responsible for ensuring that Strong Beyond 50 acknowledges receipt of any notice of cancellation, pause request, or change to payment arrangements. Failure to confirm receipt may result in continuation of payments or session obligations, for which the Client remains liable.
9. Memberships and instalment plans may only be cancelled after the minimum commitment period has been completed and early cancellation is not permitted. Training blocks do not continue after the paid number of weeks until the next training block is purchased.

4.3. Early Termination of Minimum Commitment

This clause applies only to memberships and instalment plans subject to a minimum commitment period. Training Blocks, one-off programmes, one-off purchases, or other prepaid or single-transaction arrangements are not eligible for early termination.

1. **Short-Term Commitments** (e.g., 8-week Membership Minimums): Clients may not terminate early. All sessions and payments for the agreed minimum period remain payable.

2. **12-Month Memberships:** Clients may terminate their 12-month minimum commitment early only under exceptional circumstances, at Strong Beyond 50's discretion, with written notice and supporting documentation.
 - a. Relocation: Permanent residence moves more than 50 km from Strong Beyond 50.
 - b. Exceptional Circumstances: Other rare events, at the discretion of Strong Beyond 50.
3. **Health-Related Requests During Minimum Commitment:** If a Client experiences illness, injury, or a medical condition that may affect their training, 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 pause to the membership. Pauses granted under this clause count toward the annual pause allowance where applicable.
 - 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.

4.4. Payment Arrangements

By enrolling in a service, programme, or training block, 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 Memberships and Instalment Plans: Paid via GoCardless Direct Debit (preferred). Stripe may be offered as an alternative; clients choosing Stripe will incur an additional fee applied to their weekly or monthly membership.
2. Training Blocks, One-Off Services, and Programmes paid in full: Paid in advance by Direct Deposit or cash.
3. Definitions:
 - Direct Debit: Payment through a secure provider (GoCardless or Stripe) using a client-authorised mandate.
 - Direct Deposit: The Client pays directly to Strong Beyond 50's bank account.

4.5. Dishonoured Payments

If a payment is dishonoured, declined, or reversed, Clients will be responsible for any fees incurred by Strong Beyond 50 as a result. Strong Beyond 50 reserves the right to suspend or cancel the membership, training block, or service until the outstanding payment and associated fees are settled.

4.6. Refunds

Payments for programmes, packages, memberships, recurring payments, coaching services, one-off purchases, or any other services offered are non-refundable. This includes any portion of a service that has not been used, partially used, or otherwise remains unused. Strong Beyond 50 may, at its discretion, waive this policy in extenuating circumstances.

5. Session Entitlements

All services with scheduled sessions, including weekly memberships, monthly memberships, and training blocks, provide session entitlements according to the agreed schedule. Missed sessions cannot be carried over to subsequent weeks or months and are not redeemable. Monthly memberships follow the same weekly session entitlements regardless of the day of the month they commence.

6. Trial and Membership Policy

6.1. Membership Spaces and Entitlements

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

1. Clients are entitled to the number of sessions per week they have paid for, based on each calendar week, Monday through Friday.
2. Sessions are not transferable, carried over, or redeemable for missed sessions.

6.2. Reschedule, Cancellation and 'No Show' Policy

1. Clients pay and book for their chosen weekly session preferences. Sessions may only be rescheduled where space is available, and all rescheduling must comply with the required notice period.
2. Clients must provide at least two hours' notice before the start time if they are unable to attend any session they have booked, including trial sessions. Sessions cancelled in accordance with this notice period may be rescheduled where space is available.
3. Booked sessions, including online or in-person, are not transferable, carried over, or redeemable for missed sessions.
4. Any session recorded as a No Show, or cancelled without the required notice, will be forfeited.

6.3. Trial Sessions

1. Trial Sessions may be offered from time to time for Small Group Personal Training. They are not guaranteed and are not available for Personal Training, Online Coaching, or any other service.
2. If applicable, new prospective Clients may book up to two free trial sessions of Small Group Personal Training within one calendar week (Monday to Friday), subject to current availability and promotional offers. Both trial sessions must be booked and attended within the same week. Any unused trial sessions, including sessions missed as a No Show or cancelled without the required notice, do not carry over and are forfeited.
3. Clients wishing to continue after a trial week must either set up their GoCardless membership payment or pay for their initial training block in full before the Monday of the week they intend to start attending. At that point, regular session entitlements, pause allowances (if applicable), and optional holding fees apply according to the payment arrangement chosen. Trial Clients are not eligible for pause allowances or holding fees during the trial period.
4. Each prospective Client is eligible for Trial Sessions only once. Clients who have previously completed Trial Sessions are not entitled to additional trials if they leave and later rejoin.

6.4. Attendance and Pauses

A Pause is a temporary suspension of a weekly membership, during which recurring payments are put on hold. Payments will recommence automatically on the scheduled payment date immediately following the end of the pause period.

1. **Weekly Memberships:** Clients are entitled to up to four (4) weeks of pauses per calendar year for holidays, travel, or illness. During a pause, weekly payments are suspended and session entitlements are put on hold.
2. **Monthly Memberships:** Monthly memberships are offered at a lower weekly-equivalent rate compared with weekly memberships, reflecting the commitment to a 12-month schedule. Monthly memberships do not include pause allowances, and missed sessions cannot be carried over.
3. **Training Blocks:** Training blocks do not include pause allowances. All sessions in a purchased training block must be used according to the schedule; missed sessions are not transferable or redeemable. There is no guarantee that the same session spot will be available if a Client returns after a break. Any informal arrangements for extra sessions, partial attendance, or holiday adjustments are at Strong Beyond 50's discretion.
4. **Holding Session Places:** Any pause where the Client wishes to hold their session place will incur a weekly holding fee. This fee is calculated as a percentage of the Client's usual weekly membership or regular training block use and ensures their session place is reserved while paused. Payment of the holding fee is optional; if not paid, the Client's session place may be reallocated. Paused weeks count toward the annual four-week pause allowance for weekly memberships, regardless of whether the holding fee is paid.
5. **Pause Requirements:**
 - a. Pauses must be for a minimum of seven consecutive days.
 - b. Pauses must be requested at least seven days in advance.
 - c. Pauses run from Monday to Friday only.
 - d. Pause allowances are allocated per calendar year and do not carry over.
6. **Illness and Health Related Absence:**
 - a. Clients who are unable to attend or safely participate in their assigned sessions due to illness, injury, or medical advice may request a pause. Written documentation from a Recognised Medical Specialist, Accredited Exercise Physiologist, or Accredited Dietitian may be required.
 - b. Strong Beyond 50 will assess whether the client's participation in their assigned training format (Small Group PT, 1-on-1, or hybrid programme) is within Strong Beyond 50's professional scope.
 - c. If the client is not deemed suitable to continue in their assigned format, or is not within scope, Strong Beyond 50 may, at its discretion:
 - i. Grant a temporary pause to their membership.
 - ii. Offer alternative training options if appropriate (e.g., hybrid 1-on-1 where available).
 - iii. Suspend or terminate participation if no suitable option exists.
 - d. Pauses granted under these circumstances count toward the annual pause allowance where applicable.

7. **Infectious Illness:** Clients who are unwell with symptoms of infectious illness are not permitted to attend the studio. In such cases, clients may choose to purchase a fully tailored Home PDF Programme or Online Coaching Programme at additional cost.
8. **Christmas / New Year Closure:** The business is closed for two weeks over the Christmas/New Year period (dates specified each year). During this time, no sessions will be delivered. Weekly memberships will be automatically paused for this period, and this pause does not count towards the four-week annual pause allowance. Monthly memberships will continue as per their agreed payment schedule, as closure periods are already accounted for in the membership pricing.
9. **Special / Founding Memberships:** Clients on special or founding membership rates who exceed four weeks of pauses per calendar year may forfeit their special pricing unless they pay the applicable holding fee to reserve their session place. If they return after this without paying the holding fee, they will continue at the current membership rate as per the website Pricing page.
10. **Discretion for Unusual Circumstances:** Any variation outside of standard pause allowances, including extended absences or exceptional circumstances, may be granted at Strong Beyond 50's discretion and may incur additional fees.

6.5. Public Holidays and Business Closures

Strong Beyond 50 is closed on public holidays, which are already accounted for within the membership pricing schedule. As a special courtesy, some Small Group Personal Training sessions may still run if at least three participants express interest and commit to attending. Whether a session runs will be confirmed in advance with the relevant group, and Strong Beyond 50 is not obligated to hold any sessions on public holidays.

Strong Beyond 50 may also be closed due to illness, emergencies, or other unforeseen circumstances. Clients will be notified of any closures via WhatsApp. No refunds or additional session entitlements are guaranteed. Options for makeup sessions, home/online alternatives, or temporary membership pauses may be offered at Strong Beyond 50's discretion, particularly if the closure extends beyond one week.

6.6. Change of Medical or Health Condition

Clients must disclose all relevant health and medical information prior to and during participation. Failure to do so may result in services being modified, paused, or cancelled to maintain safety and ensure coaching remains within Strong Beyond 50's scope of practice.

7. Accounts and Communication Apps

Clients may access digital resources for personal participation only. Downloading, copying, sharing, or distributing materials outside of personal use is strictly prohibited.

All Clients are required to join the Strong Beyond 50 WhatsApp group as part of their participation in services. This group will be used for communication regarding session updates, schedule changes, closures, policy notices, and other important announcements. Clients are responsible for ensuring they have access to WhatsApp, maintain an active account, and check messages regularly. Strong Beyond 50 is not responsible for missed communications if a Client fails to join or access the group.

By creating an account on any coaching platform, app, or other digital service required for participation in Strong Beyond 50 programmes or services (including, but not limited to Personal Training software such as Everfit and PTDistinction, WhatsApp, or other messaging apps), or by signing up for any services:

1. Users are solely responsible for the security of any passwords, logins, or personal information associated with their accounts.

2. Users must ensure that all personal information provided through these accounts is accurate, up to date, and truthful.
3. Strong Beyond 50 reserves the right to suspend or terminate accounts or communication access where these Terms and Conditions are violated. No refund or compensation will apply in such cases.

8. Consumer Protection

These Terms and Conditions are subject to Australian Consumer Law (Schedule Two of The Competition and Consumer Act 2010) or any other relevant consumer protection legislation. Mandatory legal rights and remedies under these laws will apply, and these Terms will not limit such rights. These Terms and the Release of Liability apply to all interactions with Strong Beyond 50, including downloads, online resources, free trial offers, or any other engagement, regardless of whether a formal Client relationship exists.

9. Limitation of Liability

Strong Beyond 50 and associated directors, officers, agents, and employees are not liable for any actions, claims, losses, damages, or expenses arising from participation in services, including legal fees, whether caused by negligence or otherwise.

10. Indemnity

Clients agree to indemnify and hold harmless Strong Beyond 50 and associated directors, officers, agents, and employees from any claims, losses, damages, liabilities, or expenses arising from their participation in services or violation of these Terms and Conditions.

11. Applicable Law

These Terms and Conditions are governed by the laws of the State of Victoria, Australia.

12. Severability

If any provision of these Terms is found invalid under applicable law, it will be deemed void. All other provisions remain in full effect.

13. Changes

These Terms and Conditions may be amended to maintain legal compliance or reflect changes in operations. Clients will be notified via email or notices on the Strong Beyond 50 platform.

14. Special Cases / Exceptions

Strong Beyond 50 retains discretion to approve exceptions to any policy. Approval is non-precedent-setting and may be subject to additional fees, conditions, or requirements.

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 programmes, 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 programme. 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.

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 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.

Strong Beyond 50 will not accept clearance or recommendations from practitioners outside these categories, including chiropractors, massage therapists, acupuncturists, or non-accredited nutritionists (i.e., without a recognised bachelor's degree in nutrition or dietetics).

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 programmes 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.

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 programme 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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www.strongbeyondfifty.com