



Terms of Service — Fit Over 40 Teacher Programs

Effective Date: 8 September 2025

Business Name: Total Physique Personal Training

ABN: 64976500559

Contact: admin@totalphysiquept.com

1. Program Access

Upon purchase, you will receive access to the Fit Over 40 Teachers **14-Day Kickstart Challenge** and/or the Fit Over 40 Teachers **8-Week Fit Over 40 Program**, which include:

- Workouts delivered via pdf (14-Day Challenge) or via my coaching app (8-Week program)
- Nutrition guidance and education
- Weekly accountability check-ins
- Access to a private online community

Access is granted for the full program period and may be extended with future purchases.

2. Payment Terms

- All payments must be made in full or according to the selected payment plan.
- By choosing a payment plan, you agree to complete all scheduled instalments.
- Payments are processed securely through [Stripe / PayPal / Systeme.io].

3. Refund Policy

- Under Australian Consumer Law, you are entitled to a refund or replacement if a service is not delivered as promised or is significantly different from what was advertised.
- Change of mind does not qualify for a refund.
- As this is a digital service, all payments are otherwise non-refundable.



4. Guarantee

The 8-Week program includes a **5kg Results Guarantee**:

- If you commit fully to the program (complete all scheduled workouts, follow nutrition guidance, and check in weekly) and do not achieve at least a 5kg weight loss within 8 weeks, I will continue to coach you for free until you do.
- Proof of commitment (e.g., workout logs, nutrition tracking, and check-in records) may be required to validate eligibility.

5. Health Disclaimer

- This program provides general health, fitness, and nutrition coaching only.
- It is not a substitute for professional medical advice, diagnosis, or treatment.
- You are responsible for ensuring you are medically cleared to participate in exercise and dietary changes.
- Always seek guidance from your doctor or qualified health provider regarding any medical condition.

6. Community Guidelines

All members are expected to:

- Be respectful and supportive of others.
- Refrain from abusive, harmful, or inappropriate behaviour.
- Breaches of community standards may result in removal without refund.

7. Intellectual Property

All content, including workouts, nutrition materials, videos, and resources, are the intellectual property of Total Physique Personal Training. They may not be shared, copied, or redistributed without written consent.



8. Limitation of Liability

To the maximum extent permitted by law:

- Total Physique Personal Training and the subsequent Fit Over 40 Teacher programs are not liable for any injury, illness, or damages that may arise from participation in the program.
- By enrolling, you acknowledge and accept the inherent risks of exercise and personal responsibility for your health and safety.

9. Governing Law

These Terms are governed by the laws of **Australia**. Any disputes shall be handled within the jurisdiction of Australian courts.

By enrolling in the 14-Day Kickstart Challenge and/or the 8-Week Fit Over 40 Program, you acknowledge that you have read, understood, and agree to these Terms of Service.