

Mental Personal Training - Terms of Service

Last Updated: 15 October 2026

By purchasing a Mental Personal Training pre-made program, or one of our online coaching services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

1. Acceptance of Terms

These Terms of Service govern all products and services provided by Mental Personal Training.

By purchasing any product or service from Mental Personal Training, you agree to comply with these Terms of Service.

If you do not agree with these Terms, you should not purchase our products or services.

2. Services Provided

Mental Personal Training may provide:

- Pre-made training programs
- Online coaching services
- Educational resources
- Training and nutrition guides
- Exercise demonstrations and video content

All products and services are intended for educational and fitness purposes only.

3. Health and Medical Disclaimer

Participation in exercise carries inherent risks.

By purchasing any Mental Personal Training product or service, you acknowledge that:

- You voluntarily participate in physical activity.
- Mental Personal Training will make reasonable efforts to assess your readiness for exercise based on the information you provide and will offer guidance regarding the suitability of training. However, you remain responsible for providing accurate and complete information about your health, medical history, injuries, and limitations, and for determining whether you are medically fit to participate in exercise. Where appropriate, Mental Personal Training may recommend that you seek clearance from a qualified healthcare professional before commencing or continuing training.
- You should seek advice from a qualified medical professional where appropriate.
- Mental Personal Training does not diagnose, treat, or provide medical advice.
- Any information provided is educational in nature and should not replace professional medical advice.

If you experience pain, discomfort, injury, illness, dizziness, or any adverse symptoms, you should cease participation and seek appropriate medical advice.

4. Assumption of Risk

You understand and accept that participation in physical training and exercise carries risks including, but not limited to:

- Muscle soreness
- Strains and sprains
- Falls
- Injury
- Illness
- Serious injury or medical complications

By purchasing and participating in Mental Personal Training services, you voluntarily assume all risks associated with participation.

5. Limitation of Liability

Mental Personal Training, its owners and coaches shall not be held liable for any injury, loss, damage, expense, or claim arising from participation in any Mental Personal Training program or service except where liability cannot legally be excluded under applicable law.

To the maximum extent permitted by law, Mental Personal Training shall not be liable for:

- Personal injury
- Property damage
- Loss of income
- Indirect losses
- Consequential losses
- Loss of opportunity

arising from the use of our services.

Nothing in these Terms excludes any rights provided under Australian Consumer Law.

6. Intellectual Property

All Mental Personal Training content remains the exclusive property of Mental Personal Training.

This includes but is not limited to:

- Training programs
- Exercise libraries
- Exercise demonstrations
- Videos
- Training manuals
- Nutrition resources
- Educational content

- Branding
- Logos
- Website content

Clients may not:

- Copy our programs
- Reproduce our materials
- Share programs with others
- Distribute our content
- Resell our content
- Upload our content to third-party platforms
- Claim ownership of our materials

Any unauthorised reproduction or distribution of Mental Personal Training intellectual property may result in termination of services and legal action where appropriate.

7. Online Coaching Payments

Online coaching is provided through a recurring subscription model.

By subscribing to online coaching, you authorise recurring payments at the agreed frequency.

Subscription fees will continue until cancelled by the client or Mental Personal Training.

8. Failed Payments

If a recurring coaching payment fails:

- Mental Personal Training may contact the client to arrange payment.
- Coaching services may be paused until payment is resolved.
- If three (3) recurring payments are missed, Mental Personal Training reserves the right to cancel the client's coaching subscription and remove access to coaching services and associated resources.

Outstanding balances may still remain payable.

9. Client Responsibilities

Clients agree to:

- Provide accurate information.
- Communicate honestly regarding injuries, limitations, and health conditions.
- Follow coaching advice responsibly.
- Use services for lawful purposes only.
- Treat Mental Personal Training staff respectfully.

Mental Personal Training reserves the right to terminate services where abusive, threatening, or inappropriate behaviour occurs.

10. Online Coaching Communication

Mental Personal Training aims to provide timely support and communication. While clients may contact coaches through approved communication channels, Mental Personal Training does not guarantee immediate responses.

Response times may vary based on business hours, weekends, public holidays, coach availability, and your level of coaching.

11. Cancellation of Online Coaching

Clients may cancel their coaching subscription at any time through the cancellation process provided by Mental Personal Training.

Cancellation will stop future billing but does not entitle the client to refunds for services already delivered.

Access to coaching services may cease upon cancellation.

12. Refund Policy – Pre-Made Programs

Due to the digital nature of pre-made programs and downloadable resources, refunds are generally not provided once access has been granted.

If a client has a complaint regarding a Mental Personal Training product or service, they should contact us via email at contact@mentalpt.au. We will review the matter in a timely manner and make reasonable efforts to resolve any concerns.

Refund requests will be assessed on a case-by-case basis in accordance with these Terms of Service and any applicable rights under Australian Consumer Law. The submission of a complaint or refund request does not guarantee that a refund will be provided.

However, nothing in this policy limits any rights provided under Australian Consumer Law.

Refund requests may be considered where required by law.

13. Refund Policy – Online Coaching

Online coaching fees are generally non-refundable for coaching services already delivered.

Where coaching services have been provided, completed, or substantially delivered, refunds will generally not be issued.

If a client has a complaint regarding a Mental Personal Training product or service, they should contact us via email at contact@mentalpt.au. We will review the matter in a timely manner and make reasonable efforts to resolve any concerns.

Refund requests will be assessed on a case-by-case basis in accordance with these Terms of Service and any applicable rights under Australian Consumer Law. The submission of a complaint or refund request does not guarantee that a refund will be provided.

Nothing in this policy limits any rights provided under Australian Consumer Law.

14. Modifications to Programs and Services

Mental Personal Training reserves the right to modify, update, improve, or discontinue products and services at any time.

Such changes will not affect services already purchased unless reasonably required for operational, legal, or safety reasons.

15. Online Client - Founding Member Offer

Available to the first 5 clients only. Following the initial 2-week free trial, membership is \$50/week.

Payment pauses of up to 3 consecutive weeks are permitted for holidays or planned breaks, with a maximum of 8 paused weeks per calendar year.

Cancelling and rejoining forfeits the founding rate, with the current standard rate applying thereafter.

16. Privacy

Mental Personal Training may collect personal information necessary to provide services.

By purchasing our products or services, you consent to the collection and use of information in accordance with our Privacy Policy.

17. Governing Law

These Terms of Service shall be governed by the laws of Victoria, Australia.

Any disputes arising under these Terms shall be subject to the jurisdiction of the courts of Victoria.

18. Contact Information

For questions regarding these Terms of Service, please contact:
Mental Personal Training

Email: contact@mentalpt.au

Website: www.mentalpt.au

By purchasing any Mental Personal Training product or service, you acknowledge that you have read, understood, and agree to these Terms of Service.