



BEAST MO TRAINING

TERMS & CONDITIONS

Striking & Kickboxing · Functional Fitness · Longevity Training · Self-Defence

Mehrdad Osanlouy t/as Beast Mo Training · ABN 53 712 182 017 · Sydney, NSW

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These Terms and Conditions ("Terms") govern the supply of coaching and training services by Mehrdad Osanlouy trading as Beast Mo Training (ABN 53 712 182 017) ("Beast Mo Training", "we", "us", "our") to you, the client ("you", "your"). By booking, paying for or attending any session, or by signing the Beast Mo Training Private Coaching Agreement, you agree to these Terms. Please read them carefully.

If you are booking on behalf of a person under 18, you do so as their parent or legal guardian and accept these Terms on their behalf. These Terms should be read together with our Private Coaching Agreement, Health Screening Form, Privacy Statement, Refund Policy, Social Media Consent & Waiver Form and Medical Clearance Form (or, where you decline GP clearance, our Medical Clearance Declination Form). If a signed Private Coaching Agreement and these Terms differ for a particular client, the signed Agreement prevails for that client.

Some words we use: "recreational services" and "recreational activity" have the meanings given in the Competition and Consumer Act 2010 (Cth) and the Civil Liability Act 2002 (NSW) and include the striking and fitness activities we provide; "sensitive information" and "health information" have the meanings given in the Privacy Act 1988 (Cth).

1. About us

Beast Mo Training is a private, one-on-one striking and fitness coaching business operating in Sydney, New South Wales. It is operated by Mehrdad (Mo) Osanlouy as a sole trader. All coaching is delivered personally by Mo.

- **Business:** Beast Mo Training
- **Registered operator:** Mehrdad Osanlouy (sole trader)
- **ABN:** 53 712 182 017
- **Contact:** 0474 131 392 · mosan.mma@gmail.com · beastmotraining.com.au

2. Our services

We provide tailored, one-on-one (and, where offered, semi-private two-person) striking and fitness coaching, which may include boxing, kickboxing, Muay Thai, MMA striking, pad and bag work, self-defence striking, functional fitness and conditioning, longevity and healthy-ageing training, youth striking and competition preparation. Every program is designed around your individual goals, age, fitness level and health profile.

Current programs, session structures and prices are those published at beastmotraining.com.au and are set out in the table below. We may update our programs and prices from time to time. The price that applies to your booking is the price published at the time you book.

Program	Sessions	Investment	Per session	Notes
Casual / Drop-In No commitment	60 min · as booked	\$70	—	First session offer \$35 (one per new client)
Kids & Youth Striking Ages 12–17, parent welcome	4 × 45 min	\$180	\$45	WWCC verified coach
Longevity 65+ Gentle strength, balance & movement	4 × 45 min	\$180	\$45	Or \$50 casual per session
Serious About Striking MMA · Kickboxing · Muay Thai ·	6 × 60 min	\$390	\$65	Save \$30 vs casual

Program	Sessions	Investment	Per session	Notes
Boxing				
Foundations Fitness, weight management & self-defence	6 × 60 min	\$350	\$58	Save \$70 vs casual
Semi-Private Casual (Youth & Seniors) Train with a partner or friend	60 min · as booked	\$80	\$40 each	Split the coach, split the cost
Semi-Private Casual (Adults) Train with a partner or friend	60 min · as booked	\$100	\$50 each	Split the coach, split the cost
Amateur Fight Preparation Ongoing competitor development	6 × 75 min	\$450	\$75	Extended sessions + video analysis
Fight Camp Intensive Final 8 weeks before a booked fight	8 × 90 min	\$720	\$90	Fight-week planning + weigh-in support
Committed 12 Any program except Amateur Fight Prep & Fight Camp	12 × 60 min	\$660	\$55	Best value — save \$180

All prices are in Australian dollars (AUD). Beast Mo Training is not currently registered for GST, so no GST is charged. If our annual turnover exceeds \$75,000 we will register for GST and give you at least 30 days' written notice before GST is added to fees.

3. Semi-private (two-person) sessions

Where two people train together in a semi-private session, each participant is a client in their own right. Each must complete and sign our Health Screening Form and Private Coaching Agreement, and each is bound by and agrees to the Risk Warning, assumption of risk and waiver in these Terms. Where one participant books or pays on behalf of both, that person confirms they have authority to do so. Media of a semi-private session will only be captured or published with the consent of every person shown, given on a signed Social Media Consent & Waiver Form. Because you train alongside another person, some of your information (such as your first name and the fact that you attended) may be visible to the other participant.

4. Eligibility, minors and child safety

- We accept clients aged 12 and over. Clients under 18 ("minors") may only train with the written consent of a parent or legal guardian, who must sign our Private Coaching Agreement and Health Screening Form on the minor's behalf.
- A parent or guardian of a minor must be contactable by phone throughout every session. For clients under 16, a parent or guardian must be physically present on-site for the full session.
- **Mo holds a current NSW Working With Children Check (WWCC verified)** under the Child Protection (Working with Children) Act 2012 (NSW). We are committed to being child-safe: sessions with minors are conducted in observable spaces, physical contact is limited to what is ordinary and necessary for striking instruction (pad holding, technique correction and positional guidance), and no minor will be photographed or filmed without a signed Social Media Consent & Waiver Form.
- Any concern about the welfare or safety of a minor or vulnerable person will be reported to the NSW Department of Communities and Justice or NSW Police as required by law. Mo may immediately stop a session and end the coaching relationship if he reasonably believes a minor is at risk.

5. Bookings and confirmation

- Sessions run by appointment only, on the days and times published by us from time to time. Sessions must be booked at least 24 hours in advance.
- A booking is only confirmed once we confirm it by SMS, email or booking platform. Unconfirmed sessions are not guaranteed.
- A confirmed booking is a financial commitment by you and is subject to the cancellation terms in clause 7.
- The location of each session (Mo's training space, a rented facility, your home or an agreed outdoor location) is confirmed at the time of booking.

6. Fees and payment

- Fees are payable in full before or at the first session of a program or pack. Casual and drop-in sessions are payable at the time of booking, before the session. Accepted payment methods are bank transfer and cash. A receipt is issued for every payment, including cash — please retain it.
- If a payment is not made by its due date, a late-payment fee of \$25 (reflecting our reasonable administrative cost) may apply after 7 days, sessions may be suspended after 14 days, and unpaid amounts outstanding for more than 30 days may, after a final written demand and a further 7 days, be referred to a debt-recovery service or the NSW Civil and Administrative Tribunal (NCAT).
- We may change our fees by giving at least 30 days' written notice (email or SMS). The new fee applies to bookings made after the notice period. Any pack or program you have already paid for in full is charged at the price you paid, and you are free not to make further bookings if you do not accept a new price.
- A travel fee may apply for sessions held more than 20 km from Mo's base suburb. Any travel fee is disclosed and agreed in writing before the first session at that location.

7. Cancellations, rescheduling and missed sessions

Consistency protects both of us. Except in a documented medical emergency, the following applies from your first session:

Circumstance	Outcome
More than 24 hours' notice	Full credit — session rescheduled at no charge.
Less than 24 hours' notice	50% of the session fee is charged.
No-show (no contact, no attendance)	100% of the session fee is charged.
Mo cancels (4+ hours' notice)	A full make-up session is offered at no charge.
Mo cancels (less than 4 hours' notice)	A full make-up session plus one complimentary session.
Documented medical emergency	Full credit, provided a medical certificate is supplied within 48 hours. If not, the standard late-cancellation fee applies.
3+ late cancellations (under 24 hours) within 2 months	We may end the coaching relationship. See clause 19 (Termination) and the Refund Policy for how any unused pre-paid sessions are treated.

Sessions falling on a NSW public holiday are rescheduled by mutual agreement at no additional charge.

8. Refunds and consumer guarantees

Refunds are dealt with in our **Refund Policy**, which forms part of these Terms. Nothing in these Terms or that policy limits the rights and remedies you have under the Australian Consumer Law that cannot be excluded (see clause 13).

9. Health, safety and your responsibilities

- Before your first session you must complete and sign our Health Screening Form and disclose all relevant health information (including injuries, cardiovascular, neurological, respiratory or other conditions, medications, pregnancy or recent post-partum status, and mental-health conditions relevant to training). You must tell Mo immediately of any change to your health that may affect safe participation.
- You agree to: train within your limits and report any pain, discomfort or dizziness immediately; arrive rested, hydrated and appropriately fuelled; not attend while ill, injured (without medical clearance), or affected by alcohol, illicit substances or impairing medication; wear appropriate attire and footwear and remove jewellery; follow all safety instructions; and keep your emergency contact details current.
- If you are injured during a session, you must not return to training until you give Mo written clearance from a registered medical practitioner confirming you are fit to resume. We accept no liability for aggravation of an injury where you return without providing that clearance.
- Where medical clearance is required or prudent — including clients aged 65+, and anyone who discloses a relevant health condition on the Health Screening Form — you must provide a completed Medical Clearance Form signed by your treating doctor before your first session. If you choose not to obtain GP clearance, you must instead sign our Medical Clearance Declination Form. Mo may decline to start or continue sessions until the relevant form is provided.
- Mo maintains current first-aid and CPR certification, carries a first-aid kit, conducts a readiness check at the start of each session, and adapts intensity to your condition on the day. A written incident report is

completed within 24 hours of any injury, near-miss or adverse event and retained for at least 7 years; it is available to you on request.

10. Risk warning

RISK WARNING — PLEASE READ (given under s 5M, Civil Liability Act 2002 (NSW))

Striking and combat-sports training — including boxing, kickboxing, Muay Thai, MMA striking, pad and bag work and fitness conditioning — is a **recreational activity that involves significant and inherent risks** of physical harm. These risks include (but are not limited to) bruising, sprains, strains and muscle tears; fractures, dislocations and joint injuries; head, neck or spinal injury; cardiovascular events during or after exertion; and, in rare cases, serious permanent injury or death. Some of these risks are obvious and cannot be eliminated even when reasonable care is taken. **By participating, you accept these risks.**

11. Obvious risks and dangerous recreational activity

You acknowledge that striking and combat-sports training is a **dangerous recreational activity**, and that the risks described in the Risk Warning are **obvious risks** of that activity. An obvious risk is one that, in the circumstances, would have been obvious to a reasonable person in your position, including risks that are patent or a matter of common knowledge. Under section 5L of the Civil Liability Act 2002 (NSW), we are not liable for harm you suffer as a result of the materialisation of an obvious risk of a dangerous recreational activity. This clause does not exclude liability for harm caused by our reckless conduct, gross negligence or wilful misconduct.

12. Assumption of risk and recreational-services waiver

By agreeing to these Terms, you (and, for a minor, the parent or legal guardian) confirm that you have read the Risk Warning above, understand the inherent risks of the activities, and voluntarily assume all such risks and choose to participate with full knowledge of them.

To the maximum extent permitted by law, and in particular under section 139A of the Competition and Consumer Act 2010 (Cth) and sections 5M and 5N of the Civil Liability Act 2002 (NSW), you agree that Beast Mo Training excludes, restricts and modifies any liability, guarantee, warranty, term or condition (including any consumer guarantee that the services will be rendered with due care and skill or be reasonably fit for purpose) to the extent it relates to **death or personal injury** arising from your participation in the recreational services we supply. This waiver does not apply, and we do not seek to exclude liability, where the harm results from our reckless conduct, gross negligence or wilful misconduct.

For these Terms, **gross negligence** means a conscious act or omission by us showing reckless disregard for your safety — such as knowingly instructing you to train through a serious injury, ignoring a clear medical contraindication you disclosed, or failing to summon emergency help when you plainly need urgent medical attention. Ordinary errors of judgement, technique variations, or training decisions made in good faith are not gross negligence.

Because this clause affects your legal rights in relation to personal injury, we ask you to acknowledge it in writing by signing the Private Coaching Agreement before your first session. Attending a session also indicates your acceptance of these Terms.

13. Liability, consumer guarantees and insurance

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy you have under the **Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth))** or any other law, where doing so would be unlawful.

Where the law permits us to limit our liability for failing to meet a consumer guarantee, our liability is limited (at our option) to resupplying the affected services or paying the cost of resupply. Some services acquired for personal, domestic or household use cannot be limited in this way, and nothing here limits your rights where the law does not allow it.

Subject to your non-excludable rights and to clause 12, and to the maximum extent permitted by law, Beast Mo Training, Mehrdad Osanlouy and any venue operator are released from any claim, loss, damage or liability arising from your participation, except to the extent it results from our reckless conduct, gross negligence or wilful misconduct.

We maintain insurance appropriate to our services. We do not hold personal-accident cover for clients, and you are encouraged to hold your own personal-accident insurance.

14. Session locations and venue safety

- Sessions may be held at Mo's training space, a rented gym or commercial facility, your home or private property (subject to Mo's approval of the space), or an agreed outdoor location. Mo may refuse to run a session at any location he considers unsafe or unsuitable.
- Where a session is held at a third-party venue, that venue's own rules and waivers may also apply to you, and we accept no liability for injury caused by defects or hazards in that venue that were not within Mo's knowledge or control (for example, wet or uneven surfaces, faulty equipment, poor lighting or structural hazards).
- Where a session is held at your home or property, you warrant that the space is reasonably safe and suitable for the agreed activity and you must disclose any known hazards to Mo beforehand.

15. Code of conduct

Both parties will act with respect, professionalism and integrity. The following will not be tolerated and may result in immediate termination: verbal abuse, threats or intimidation; physical aggression outside the agreed scope of training; discrimination based on race, gender, religion, sexuality, disability or age; sexual harassment or unwanted contact outside the scope of coaching; attending under the influence of alcohol or illicit substances; and wilful damage to equipment or property.

Honest, factual reviews and feedback about our service are welcome. You agree not to make false, misleading, defamatory or knowingly untrue statements about Beast Mo Training or Mo, and not to use our name, logo or branding to imply endorsement or affiliation without our written consent.

16. Media, photography and marketing

We will not photograph, film or publish any image or footage of you without your prior written consent given on our Social Media Consent & Waiver Form. For minors, a parent or guardian must consent, and a minor's full name and location will never be published without additional explicit consent. You may withdraw consent, or request removal of specific published content, at any time by emailing mosan.mma@gmail.com; we will remove it within 5 business days. We will never sell or license client images to third parties.

17. Intellectual property

All coaching programs, training plans, drill sequences, fight strategies, instructional materials and website content are the intellectual property of Mehrdad Osanlouy trading as Beast Mo Training. You may not reproduce, sell, publish or distribute them without our prior written consent.

18. Privacy

We collect and handle your personal and health information in accordance with the **Privacy Act 1988 (Cth)** and the Australian Privacy Principles, as described in our **Privacy Statement**. Your information is not sold, and is not shared except as set out in that Statement or where required by law.

19. Termination

- You may end monthly coaching with 14 days' written notice (email or SMS). Treatment of any pre-paid but unused sessions is set out in our Refund Policy.
- We may end the coaching relationship immediately for: abusive, threatening or discriminatory behaviour; non-payment of fees outstanding for more than 21 days; wilful concealment of a health condition that poses a risk; persistent disregard of safety instructions after written warning; or breach of the Code of Conduct. On termination, access to our services ceases and any amounts genuinely outstanding remain payable. Any unused pre-paid sessions are dealt with under our Refund Policy and your rights under the Australian Consumer Law are not affected.

20. Force majeure

Neither party is in breach for any failure or delay caused by events beyond their reasonable control (for example extreme weather, natural disasters, government restrictions, venue closures, or serious illness or family emergency).

The affected party must notify the other as soon as practicable, and affected sessions are rescheduled at the earliest mutually available time with no cancellation fee.

21. Dispute resolution and governing law

If a dispute arises, both parties agree to try to resolve it before starting legal action:

1. the aggrieved party gives written notice of the dispute to the other by email;
2. the parties discuss the matter in good faith within 7 days of that notice;
3. if it remains unresolved after 14 days, either party may refer it to NSW Fair Trading or a mutually agreed mediator; and
4. legal proceedings are a last resort.

These Terms are governed by the laws of New South Wales, Australia, and the courts of New South Wales have jurisdiction. Nothing in this clause prevents either party from seeking urgent interlocutory relief or from exercising rights under the Australian Consumer Law.

22. General

- Entire agreement: these Terms, together with the Private Coaching Agreement, Health Screening Form, Social Media Consent & Waiver Form and Medical Clearance Form (or Medical Clearance Declination Form), are the entire agreement between us and supersede prior discussions.
- Severability: if any provision is unenforceable, the rest continue in full force.
- Waiver: failing to enforce a provision is not a waiver of it.
- Relationship: you are not our employee, partner or agent; this is a service relationship only.
- Notices: written notice means an email to the other party's nominated address. Email to mosan.mma@gmail.com is valid written notice to us. SMS is a secondary method only and is not sufficient for formal notices of termination, dispute or incident.
- Assignment: you may not transfer your rights under these Terms without our consent.

23. Changes to these Terms

We may update these Terms from time to time. The current version is the one published at beastmotraining.com.au or provided to you, and applies to bookings made after it takes effect. We will take reasonable steps to notify you of material changes.

24. Contact us

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