



The payment of Deposit and/or Initial Online Access investment amount to The Coaching Institute entitles the Student to:

1. Receive training and online access to classes and course materials that are relevant to the program selected at the time of enrolment.
2. Attend the training via face-to-face or via live streaming (if applicable) and receive services provided at that training

The Training payments:

1. Due to the high value of the intellectual property transferred, no returns will be accepted or refunds given for The Ultimate Program/ ("the product").
2. Payment must be made up front or regular payments instalments as specified on the order form.
3. The complete investment amount for the program must be paid in full 30 days prior to attending any associated training.
4. If you wish to change the date of your training you may do so as long as you advise The Coaching Institute in writing and receive a confirmation of your request, and the request is outside 30 days of the training date. Each request to change a confirmed training date will attract a \$500 fee per request. Where training is within 30 days of your written request to change dates, you may be liable for the full value of that training.
5. Account not paid within terms are subject to a fee of \$10 per failed payment plus additional 10% p.a. finance charge until outstanding amount paid in full. We reserve the right to charge any cost associated with the recovery of overdue account.
6. Copyright of all training and course materials of the Product belongs at all times to The Coaching Institute (TCI) and is TCI's intellectual property. No part of the Product may be reproduced or transmitted in any form or by any means, mechanical or electronic, including photocopying and recording, or by information storage and retrieval system without permission in writing from TCI.
7. While all attempts have been made to verify information provided in the product, neither TCI as the publisher nor the author nor the marketing agents assume any responsibility for errors, omissions or contrary interpretation of the subject matter herein on the behalf of any user of these materials.
8. The user of the Product assumes responsibility for the use of these materials and information. Adherence to all applicable laws and regulations, including federal and state and local governing professional licensing, business practices, advertising and all other aspects of doing business in Australia or any other jurisdiction is the sole responsibility of the user.
9. All training and course materials in the Product are provided for educational and informational purposes only and members are strongly advised to seek their own legal and financial advice before making any decisions based on these materials and the information contained.
10. Users of the Product websites are advised to do their own due diligence when it comes to making business decisions, and all information, Products and service that have been provided should be independently verified by your own qualified professionals.
11. TCI makes every effort to ensure the accuracy and veracity of course content. It takes no responsibility for unintended missing information or for outdated material. Members should determine the relevance and currency of course materials.

Training – I agree –

1. That the training sessions which I will be to participate in may be personally, emotionally and physically challenging for me and I agree that I have undertaken any necessary tests or investigations with a suitably qualified expert before commencing training to ensure that I am physically, mentally and emotionally fit for it. I understand that there may be sexually explicit content and strong language may be used throughout the training. I understand that some discussions may be confronting and that I will participate only to the extent I feel comfortable.
2. I will not hold The Coaching Institute liable for any loss or cost or damages incurred by me (or any person related to me) in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to these training sessions. I will indemnify you in the event of any such claim.
3. The Coaching Institute reserves the right to change the training venue at any point prior to the training in order to best serve the needs of the students.

The Student in consideration of The Product, The Course and /or Training to be provided by The Coaching Institute under this agreement, agrees –

1. To indemnify & keep indemnified The Coaching Institute from & against all loss, damage or liability (whether criminal or civil) suffered & legal fees & costs incurred by The Coaching Institute resulting from breach of this agreement by the Student including if applicable any neglect or default of the Student's employees or agents.
2. Not to cause or permit anything which may damage or endanger the intellectual property of The Coaching Institute or assist or allow others to do so (The Coaching Institute's intellectual property includes all aspects of The Coaching Institute's intellectual property in whatever form associated with The Coaching Institute, including but not limited to the rights contained in their website, stationary, customer lists, graphics, literature, style of trading, copyright, design rights, patents, logos, course materials and content etc.).
3. That what is taught within the program and the intellectual property delivered in any form remains the copyright of The Coaching Institute and will not be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without our written consent. A breach of this is considered serious misconduct and may result in TCI taking action such as the removal of the student from the course with all fees becoming immediately due and payable or the initiation of legal proceedings against the student.
4. Not to solicit, deal with or engage any of the personnel provided by The Coaching Institute to supply the Course for a period of two years from the date of the agreement without the prior written consent from The Coaching Institute, not deal with or engage in business dealings with any The Coaching Institute personnel.
5. Not to make copies or distribute any materials from the Course other than as required to doing so, for the purpose of participating in the Course. Except as this Agreement specifically permits, at any time to divulge to any third party any part of the Confidential Information or of the Intellectual Property nor provide to any third party a copy of any document or audio recording which comprises or contains Confidential Information or Intellectual Property.
6. The course fees and the course selected are not transferable for any reason.
7. That any publicity or information provided by The Coaching Institute in relation to the provision of the Course are for guidance only & are subject to alteration from time to time without consent from the Student.
8. That in the event that The Coaching Institute is liable to any extent under this agreement or under general law The Coaching Institute's liability is to be limited to the amount of the Fee paid by the Student.
9. That The Coaching Institute is not liable in any way if the Course contains materials which the Client is already familiar with.
10. That The Coaching Institute has not made any representation that participation in the Course guarantees success as including but not limited to a Coach; Business Coach, Niche Specific Coach; Executive Coach or Meta Dynamics Practitioner or will guarantee income.
11. Assessments required to achieve competency in the Course will be conducted and any certificate or statement of attainment will only be awarded once competency is achieved & upon the completion of all payments.
12. All difference which may arise as a result of this agreement shall be referred to a single arbitrator to be agreed upon by the parties.

The completed enrolment form is signed with the understanding that all terms and conditions are read and agreed to.



This is your Direct Debit Service Agreement with THE COACHING INSTITUTE (314011) 21 163 412 057. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

DEFINITIONS

Account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between *you* and *us*.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by *you* to *us* is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request between *us* and *you*.

Us or **we** means THE COACHING INSTITUTE, (314011) *you* have authorised by requesting a *Direct Debit Request*.

You means the customer who has signed or authorised by other means the *Direct Debit Request*.

Your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

DEBITING YOUR ACCOUNT

By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from your *account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

or

We will only arrange for funds to be debited from *your account* if *we* have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day your *account* has or will be debited *you* should ask *your financial institution*.

AMENDED BY US

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least **fourteen (14) days** written notice.

AMENDED BY YOU

You may change, stop or defer a *debit payment*, or terminate this agreement by providing *us* with at least 7 days notification by writing to:

Suite 40 37-39 Albert Road
Melbourne, VIC, Australia 3004

or

By telephoning *us* on +61396087900 during business hours;

or

Arranging it through *your financial institution*, which is required to act promptly on your instructions.

YOUR OBLIGATIONS

It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in your account to meet a *debit payment*:

- *You* may be charged a fee and/or interest by *your financial institution*;
- *You* may also incur fees or charges imposed or incurred by *us*; and
- *You* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct.

DISPUTE

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on +61396087900 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve your query more quickly. Alternatively *you* can take it up directly with *your financial institution*.

If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

ACCOUNTS

You should check:

- With *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- *Your account* details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- With *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

CONFIDENTIALITY

We will keep any information (including *your account* details) in your *Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that *we* have about *you*.

- To the extent specifically required by law; or
- For the purposes of this *agreement* (including disclosing information in connection with any query or claim).

NOTICE

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

THE COACHING INSTITUTE

Suite 40 37-39 Albert Road Melbourne, VIC, Australia 3004 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*. Any notice will be deemed to have been received on the third *banking day* after posting.