



In this Agreement:

"Agreement" means these Terms and Conditions, together with the completed Student Acceptance Form.

"Student", "you", "your", "me" or "I" means the person specified in "Step 1 – Your Details" of this Agreement.

"The Coaching Institute", "us" or "we" means The Coaching Institute – ACN: 163 412 057

The Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, and the courts entitled to hear appeals from those courts.

By completing, submitting your enrolment form and payment, you are deemed to have agreed to the following Terms and Conditions:

1. Please consider and refer to your financial situation before signing and submitting your enrolment form. Upon part/full payment of your Deposit, your selected course begins and you are liable for the course payment.
2. Enrolment fees and e-learning resources fees are non-refundable after the course is commenced.
3. You receive online access to classes and Course materials that are relevant to the training Course selected at the time of enrolment.
4. Attend the Foundations of Coaching Success ("FOCS") and other training that relevant to the Course selected via virtual training and/or via face-to-face (if available) and receive the services provided at that training.
5. Access to resources for the duration of your membership: 12 months membership for The Coaching Institute's Credentialed Practitioner of Coaching, 18 months membership for the Credentialed Advanced Practitioner of Coaching, 24 months membership for the Credentialed Master Practitioner of Coaching and 36 months membership for the Credentialed Professional Coach and to extend their membership beyond the above timeframes by participating in the Masters Academy Program.

Course payments –

6. Where the Student has elected to pay the Course fees by instalments, the first instalment is due within 30 days of enrolment and the Student must continue to pay instalments on a weekly basis thereafter.
7. Where the Student has elected to pay the Course fees in full, fees are payable upon enrolment, and must be paid in full 30 days prior to commencement of training.
8. We collect, hold and use, information related to your consumer and commercial creditworthiness from a Credit Reporting Agency, DBCC Pty Ltd (w: www.dnb.com.au | e: pac.austral@dnb.com.au | t: 1300 734 806), for all purposes permitted by law. You agree to our exchange of creditworthiness information with DBCC Pty Ltd (Dun and Bradstreet's consumer credit reporting business), and agree that we will obtain (and to the extent permitted by law, provide) information about both your consumer and commercial creditworthiness from/to DBCC Pty Ltd. Such permission remains in force for the duration of any credit contract that may be approved.
9. Any personal information we collect under this Agreement will be dealt with in accordance with our Privacy Policy, a copy of which can be located on our website at: <http://www.thecoachinginstitute.com.au/policies-and-procedures/> RTO-18 Privacy
10. Course fees can be either paid in full or instalments. If any instalments are in default, your access to the Course may be suspended until such time as payment has been brought up to date. For Students with more than one credit account, default on one account may cause suspension of all accounts. Failure to make payments as agreed will result in a fees of \$10 per failed payment plus additional 10% p.a. finance charge until outstanding amount paid in full, and will result in all recovery costs being the responsibility of the Student and become due to The Coaching Institute.
11. To attend training events relevant to your enrolled Course, you must have made payment of the Deposit and submitted your signed Enrolment form. At the time your signed Enrolment form and payment of deposit are received your Course commences.
12. The Course fees and the course selected is not transferable for any reason.
13. In order to attend a training event, your course payments need to meet the minimum payment amount required for that event.

Cancellation by You:

If you need to cancel your enrolment/training/membership during its term, you must notify The Coaching Institute immediately in writing.

14. **After the start of the course:** No refunds are available on the course materials provided on enrolment, as considerable Intellectual Property is imparted to the Student upon commencement. Early withdrawal from any course may result in fees payable. These fees are calculated based on the table of values calculated as per the schedule in the Student Handbook. Changing your mind is not a reason for any type of refund. Whatever the reason for withdrawal, the fees due (or refund due) is calculated strictly according to the fee schedule of classes and/or Course materials delivered to the Student in accordance with the fee schedule located in the **table of values above and the Student Handbook**.
15. Cancellation or Rescheduling attendance made 10 working days prior to the Foundations of Coaching Success face-to-face training will incur a \$500 fee to cover the venue, catering and administrative costs. This fee will only be waived if a doctors' certificate can be provided prior to the training commencing.
16. Cancellations or Rescheduling attendance made within 1 month of any of the other synchronous/face-to-face trainings will incur a \$500 fee as there are substantial waiting lists for these events and someone dropping out means someone else misses out on attending.
17. Cancellations or Rescheduling of training attendance via live streaming made within 10 working days will incur a cancellation fee of \$250 to cover administrative costs.
18. No Refund will be processed, if you have outstanding invoices with The Coaching Institute. Any refund/credit will be automatically offset against any outstanding debt.
19. Withdrawing from your current course will affect any scholarship program you have received

Training – I agree –

20. All live trainings must be completed within the original membership period, or additional fees will apply.
21. That the training sessions which I will be required 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 such training sessions. 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.



22. I will not hold The Coaching Institute liable for any loss or cost or damages or consequential loss (including but not limited to loss of income, loss of revenue, loss of profit, loss of goodwill and loss of business opportunity) 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 the training sessions. I will indemnify The Coaching Institute in the event of any such claim.
23. That I have not and will not rely on any representations made by The Coaching Institute or any of its employees or agents, other than as supplied in this Agreement.
24. To access all classes or training via phone or internet at my own cost.
25. That once I have chosen and enrolled in my selected Course, I may downgrade provided all fees for Intellectual Property received at the higher level Course are paid in full, according to the trainings, classes and Course materials received, (whereby "Intellectual Property" means 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 list, graphics, literature, style of trading, copyright, design rights, patents, logos, course materials and content).
26. 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 Course and/or Training to be provided by The Coaching Institute under this Agreement, agrees –

27. To indemnify and keep indemnified The Coaching Institute from and against all loss, damage or liability (whether criminal or civil) suffered including legal costs on a full indemnity basis incurred by The Coaching Institute resulting from breach of this Agreement by the Student.
28. 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.
29. That what is taught within the Course and the Intellectual Property delivered in any form remains the copyright of The Coaching Institute and is not be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without The Coaching Institute's written consent. A breach of this clause is considered serious misconduct and may result in The Coaching Institute taking action such as the removal of the Student from the Course, suspension of access to Course material, or the initiation of legal proceedings against the Student.
30. Not to solicit, deal with or engage in any business dealing with any of the personnel provided by The Coaching Institute to supply the Course for a period of two years from the date of this Agreement without the prior written consent from The Coaching Institute.
31. Not to make copies or distribute any materials from the Course other than as required to do so for the purpose of participating in the Course.
32. Not 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, except as this Agreement specifically permits.
33. "Confidential Information" included any of the following information:
 - a. all business and financial information, sales and supply details, marketing strategies, customer and supplier lists, business lists, personal information, or other information concerning The Coaching Institute, its customers or its employees and officers;
 - b. all drawings, plans, sketches, production processes and procedures, computer programs, specifications, manuals, notes, diagrams, flowcharts, project plans, calculations, know how or any other verbal information or written data concerning The Coaching Institute or its products;
 - c. all (if any) other information relating to The Coaching Institute which, by its nature, places or potentially places The Coaching Institute at an advantage over its present or future business competitors; and
 - d. any other information that would otherwise at law be considered secret or confidential information of The Coaching Institute; whether or not marked "Confidential" BUT does not include information which:
 - at the time of first disclosure by a Student to another person is already in the public domain;
 - after disclosure by a Student, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement; and
 - the person to whom the information is disclosed can prove that the information was in his or her possession before the time of first disclosure by or discovery from the Student.
34. That any publicity or information provided by The Coaching Institute in relation to the provision of the Course is subject to alteration from time to time at The Coaching Institute's discretion.
35. 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 Course fee paid by the Student, save for where there is any fraud, wilful misconduct or criminal action on the part of The Coaching Institute.
36. That The Coaching Institute is not liable in any way if the Course contains materials which the Student is already familiar with.
37. 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 that such participation will guarantee income.
38. 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 and upon the completion of all payments.
39. Any disputes which may arise as a result of this Agreement shall be dealt with in accordance with our Complaints Resolution Policy, a copy of which can be located on our website at: <http://www.thecoachinginstitute.com.au/policies-and-procedures/> RTO 9 Complaints Resolution
40. To acknowledge that training events may be videoed and that still photographs may be taken for training and/or marketing purposes. To that end, the Student willingly gives his/her approval to be filmed and photographed, save for where the Student advises otherwise by signing a waiver at the relevant event.

The completed enrolment form is signed with the understanding that all Terms and Conditions, and the Student Handbook are read and agreed to.