

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.

"International Coaching Institute", "us" or "we" means International Coaching Institute – ACN:

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 acceptance form and payment of Deposit, 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 Skills ("FOCS") and other training that is relevant to the Course selected via virtual training (if available) and receive the services provided at that training.
5. Access to resources duration of your membership: 3 months membership for International Coaching Institute's Foundations of Coaching Externship, 12 months membership for the Practitioner of Coaching Certification, 24 months membership for the Master Practitioner of Coaching Certification, 12 months for the Platinum Club Membership 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: www.internationalcoachinginstitute.com
10. Course fees can be either paid in full or in 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 fees of \$10 per failed payment plus additional 10% p.a. finance charge until the outstanding amount is paid in full, resulting in all recovery costs being the responsibility of the Student become due to International 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 amount 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.
14. Access to the Platinum Club membership program, your program is commenced, all fees are become due and non-refundable after your program is commenced

Cancellation by You:

If you need to cancel your enrolment/training/membership during its term, you must notify International Coaching Institute immediately in writing. **Please refer to the student handbook for procedures to withdraw from the course**

15. **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**.
16. Cancellation or Rescheduling attendance made 10 working days prior to the Foundations of Coaching Skills training will incur a \$500 fee to cover the administrative costs. This fee will only be waived if a doctors' certificate can be provided prior to the training commencing.
17. Cancellations or Rescheduling attendance made within 1 month of any of the other synchronous/live 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.
18. Cancellations or Rescheduling of training attendance made within 10 working days will incur a cancellation fee of \$250 to cover administrative costs.
19. No Refund will be processed, if you have outstanding invoices with International Coaching Institute. Any refund/credit will be automatically offset against any outstanding debt.

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.

Signature _____

22. I will not hold International 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 International Coaching Institute in the event of any such claim.
23. That I have not and will not rely on any representations made by International 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 International 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. International 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 International Coaching Institute under this Agreement, agrees –

27. To indemnify and keep indemnified International 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 International 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 International Coaching Institute or assist or allow others to do so.
29. What is taught within the Course and the Intellectual Property delivered in any form remains the copyright of the International Coaching Institute and cannot be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without International Coaching Institute's written consent. A breach of this clause is considered serious misconduct and may result in the International 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 International Coaching Institute to supply the Course for a period of two years from the date of this Agreement without the prior written consent from International 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 International 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 International Coaching Institute or its products;
 - c. all (if any) other information relating to International Coaching Institute which, by its nature, places or potentially places International 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 International 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 International Coaching Institute in relation to the provision of the Course is subject to alteration from time to time at International Coaching Institute's discretion.
35. That in the event that International Coaching Institute is liable to any extent under this Agreement or under general law International 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 International Coaching Institute.
36. That International Coaching Institute is not liable in any way if the Course contains materials which the Student is already familiar with.
37. That International 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 attendance 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 & Procedures, which can be located on your student handbook
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, otherwise, notify the event team in writing before the relevant event start.

Signature _____

PAYWAY DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with INTERNATIONAL 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 INTERNATIONAL 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

INTERNATIONAL 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.