

TERMS and CONDITIONS
SPEAKER MASTERY

In this Agreement:

"Agreement" means these Terms and Conditions and 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: 648 141 002

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, and submitting your acceptance form and payment of the 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 full course payment (from the enrolment date).
2. Refer to the online course website for a complete list of all resources and training included in this course.
3. You receive online access to classes and Course materials that are relevant to the training Course selected at the time of enrolment.
4. Training of this course can be delivered via face-to-face/virtual/online/live streaming.
5. Access to resources duration of your membership: 12 months membership.

Course payments –

6. Total course fee is payable by selecting any of below three options;

Option 1: Investment upfront of 1 payment only = \$6,997 total course fee payable (save \$1,000)

Option 2: Three equal payments of \$2,499 x 3 months = \$7,497 total course fee payable (save \$500)

Option 3: Deposit \$997 + monthly \$583.33 x 12 months = \$7,997 total course fee payable

If the student chooses Option 2 and opts to pay the course fees in three equal payments, the first monthly installment is required upon enrollment. The second installment is due within 30 days, and the final installment is due within 60 days.

If the student selects Option 3 and decides to pay for the course fees in 12 monthly installments, they need to pay the deposit during enrollment. The first installment is due within 30 days of enrollment, and the student must continue to make monthly payments thereafter. All fees must be paid within 12 months of the course start date and membership period.

7. 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.
8. Any personal information we collect under this Agreement will be dealt with by 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
9. Course fees can be either paid in full or in installments. If any installments are in default, your access to the Course may be suspended until 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 fee of \$10 per failed payment plus an additional 10% p.a. finance charge until the outstanding amount is paid in full and will result in all recovery costs being the responsibility of the student and becoming due to International Coaching Institute.
10. To attend training events relevant to your enrolled Course, you must have made payment of the Deposit and submitted your signed Enrolment form (electronic (via online link) or physical form). At the time your signed Enrolment form and payment of the deposit are received your Course commences.
11. 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 International Coaching Institute immediately in writing.

12. **Withdrawal fee calculation:** When a student begins a course, they gain access to a significant amount of intellectual property. If they decide to withdraw or cancel their enrollment, the fees owed will be calculated based on how long they had access to the course materials, starting from the date they enrolled. The monthly fee is \$666.41, multiplied by the number of months the student had access to the course. The full amount must be paid by the end of the 12-month course period.
13. Cancellation or Rescheduling attendance made 30 working days before the face-to-face/virtual/online/live streaming training will incur a \$500 fee to cover the venue, catering, and administrative costs. This fee will only be waived if a doctor's certificate can be provided before the training commences.
14. 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 –

15. Training of this course can be delivered via face-to-face/virtual/online/live streaming. All face-to-face/virtual/online/live streaming training must be completed within the original membership period, or additional fees will apply.
16. That face-to-face / virtual / online / live streaming training session 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 _____

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17. 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 about the training sessions. I will indemnify International Coaching Institute in the event of any such claim.
18. 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.
19. To access all classes or training via phone or internet or in person at my own cost.
20. That once I have chosen and enrolled in my selected course, I am liable for total course fees for Intellectual Property which include online portal student access, training, classes, and course materials received, (whereby "Intellectual Property" means all aspects of International Coaching Institute's intellectual property in whatever form associated with International 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).
21. International Coaching Institute reserves the right to change the training venue/time at any point before the training 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 –

22. 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.
23. Not to cause or permit anything which may damage or endanger the intellectual property of the International Coaching Institute or assist or allow others to do so.
24. That what is taught within the Course and the Intellectual Property delivered in any form remains the copyright of International Coaching Institute and is not 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 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.
25. 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.
26. Not to make copies or distribute any materials from the Course other than as required to do so to participate in the Course.
27. Not divulge to any third party any part of the Confidential Information or 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.
28. "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.
29. That any publicity or information provided by International Coaching Institute about the provision of the Course is subject to alteration from time to time at International Coaching Institute's discretion.
30. 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, willful misconduct or criminal action on the part of International Coaching Institute.
31. That International Coaching Institute is not liable in any way if the Course contains materials that the student is already familiar with.
32. That International Coaching Institute has not made any representation that participation in the Course guarantees success, 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.
33. 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.
34. 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/>
35. 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
36. All training (face-to-face, online, recorded) will be delivered by any approved & trained professional trainer of International Coaching Institute.

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

Signature _____

PAYWAY DIRECT DEBIT REQUEST

SERVICE AGREEMENT

This is your Direct Debit Service Agreement with INTERNATIONAL COACHING INSTITUTE ACN 648 141 002. 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 is a day other than a Saturday, 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.

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

Us or we mean INTERNATIONAL COACHING INSTITUTE, you have authorised by requesting a Direct Debit Request.

You mean 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 valid instructions, 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, billing advice specifying the amount payable 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 at +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 at +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.

Signature _____

