

## 1 Goods and/or Services

1.1 The Goods and/or Services are described on the advert, invoice, website, enrolment form or payment plan as provided by the Seller to the Buyer.

## 2. Refund Terms

2.1 There is a 30 Day, 100% Money Back Guarantee if the Buyer is unhappy with their investment in Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course for any reason, under the following conditions:

2.2 The Buyer emails enquiries@catvalentine.com.au clearly requesting a refund within 30 days of the first payment towards Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course

2.3 During the above 30 days, the Buyer will have access to any online material or community discussion group If a refund is requested, access to the resources will cease when the refund is processed.

2.4 After 60 days there are no refunds and payment plans must be completed whether the Buyer attends the courses or not.

2.5 If the Buyer can no longer attend Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course on the dates booked, they can arrange another time to attend. The Seller guarantees Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course will be running for 2 years from the date of purchase. The Seller cannot guarantee future Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course will run live in a particular state or venue.

2.6 The Buyer can only attend Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course for the duration of their agreed program or course. They have Lifetime Membership to the coaching resources provided if they do not default on payments.

2.7 Sometimes the buyer may be gifted a free bonus. The Seller reserves the right to revoke, change or exclude free bonuses. These bonuses are not included in the price of the course and therefore not subject to refunds. (

## 3. Price and Payment

3.1 The Price shall be as indicated on this advert, invoice, website, enrolment form or payment plan provided by the Seller to the Buyer in respect of Goods and/or Services supplied.

3.2 The Buyer agrees to make payments on the dates and schedule agreed. Time for payment for the Goods and/or Services shall be of the essence and will be stated on the advert, invoice, website, enrolment form or payment plan

3.3 All prices include GST.

## 4. Default & Consequences of Default

4.1 Interest on overdue invoices and payment plans shall accrue from the date when payment becomes due at a monthly rate until the date of payment. The rate is 3% per month and shall accrue at such a rate after as well as before any judgment. Each late payment will incur a \$30 late fee.

4.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including solicitor and all other costs of debt collection. The Buyer will cover all their own costs in addition to all of the Seller's costs of collection in relation to these matters.

## 5. Title

5.1 It is the intention of the Seller and agreed by the Buyer that certificates of qualification or completion shall not be passed onto the Buyer until:

(a)The Buyer has paid all overdue amounts owing for these particular services or goods,

(b)The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts and agreements of use of goods, services and participation between the Seller and the Buyer have been signed.

## 6. Participation Terms

6.1 The Buyer certifies that their participation in Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course is of their own free will and will always accept complete responsibility for their well-being at all times.

6.2 The Buyer certifies they are a healthy individual and physically and psychologically fit enough to fully participate in Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other

course. The Buyer certifies that any medication, health or mental health conditions are being professionally monitored and their participation in Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course has been approved by appropriate health professionals.

6.3 The Buyer understands, although this Catalyst The Hub For Coaches, 1-on-1 Coaching, NLP Practitioner Training or any other course may raise emotional issues, it is NOT intended to provide a substitute for counselling, psychotherapy or psychiatry and any unresolved issues that may surface and may warrant extra professional support, will be at the Buyer's own expense.

6.4 The Buyer agrees to release and hold harmless CA Valentine Trust, Cat Valentine Coaching, Cat Valentine and any of their agents, representatives, employees, volunteers and trainers for the results of any portion of the training.

## 7 Privacy Act 1988 (As Amended)

7.1 The Buyer Agrees For The Seller To Obtain From A Credit Reporting Agency A Credit Report Containing Personal Credit Information About The Buyer In Relation To Credit Provided By The Seller.

7.2 The Buyer Agrees That The Seller May Exchange Information About Buyer With Those Credit Providers Named In The Application For Credit Account Or Named In A Consumer Credit Report Issued By A Reporting Agency For The Following Purposes:

- (A) To Assess An Application By Buyer;
- (B) To Notify Other Credit Providers Of A Default By The Buyer;
- (C) To Exchange Information With Other Credit Providers As To The Status Of This Credit Account, Where The Buyer Is In Default With Other Credit Providers; And
- (D) To Assess The Credit Worthiness Of Buyer.

7.3 The Buyer Consents To The Seller Being Given A Consumer Credit Report To Collect Overdue Payment On Commercial Credit (Section 18K(1)(H) Privacy Act 1988).

7.4 The Buyer Agrees That Personal Data Provided May Be Used And Retained By The Seller For The Following Purposes And For Other Purposes As Will Be Agreed Between The Buyer And Seller Or Required By Law From Time To Time:  
(A) Provision Of Goods And/Or Services;  
(B) Marketing Of Goods And/Or Services By The Seller, Its Agents Or Distributors In Relation To The

Goods And Services;  
(C) Analysing, Verifying And/Or Checking The Buyer's Credit, Payment And/Or Status In Relation To The Provision Of Goods Or Services;  
(D) Processing Of Any Payment Instructions, Direct Debit Facilities And/Or Credit Facilities Requested By Buyer; And  
(E) Enabling The Daily Operation Of Buyer's Account And/Or The Collection Of Amounts Outstanding In The Buyer's Account In Relation To The Goods And Services.

7.5 The Seller May Give, Information About The Buyer To A Credit Reporting Agency For The Following Purposes:

- (A) To Obtain A Consumer Credit Report About The Buyer; And Or
- (B) Allow The Credit Reporting Agency To Create Or Maintain A Credit Information File Containing Information About The Buyer.

## 8. Signatures

8.1 Permission from the Buyer to withdraw from programs or payment plans over the phone or otherwise and/or email agreements will be considered equivalent to a signature on these documents.

## 9 Force Majeure

9.1 The Provisions Governing All Arrangements And Agreements Between The Parties Are Subject To Force Majeure. Force Majeure Shall Include But Not Be Limited To Fire, Flood, Earthquake, Storm, Hurricane, Or Other Natural Disaster, War, Invasion, Act Of Foreign Enemies, Hostilities (Regardless Of Whether War Is Declared), Civil War, Rebellion, Revolution, Insurrection, Military Or Usurped Power Or Confiscation, Terrorist Activities, Nationalisation, Government Sanction, Blockage, Embargo, Labour Dispute, Strike, Lockout Or Interruption Or Failure Of Electricity Or Telephone Service, Computer Viruses, "Hacking", Mishandling Or Loss/Destruction In Transit And Finding Of Artefacts On The Site.

## 10 Copyrights, Patents, Trade Marks And Other Intellectual Property Rights

10.1 The Buyer acknowledges that any and all of the trademarks, copyrights, patents and other intellectual property rights used or subsisting in or in connection with the goods in which The Seller or any

respective third party has an interest remain the sole property of The Seller or third party. The Buyer must not during or at any time in any way question or dispute ownership.

## **11. Right To Amend Terms And Conditions**

11.1 Seller Reserves The Right To Amend Terms And Conditions Of This Agreement By Giving The Buyer Notice In Writing Of The Amended Terms And Conditions.

11.2 The Buyer Is Deemed To Accept Any Amended Terms And Conditions Unless It Notifies The Seller In Writing Within Seven Days Of Its Objection To The Proposed Amendment To The Terms And Conditions.