

Terms and Conditions of Trade

MICHELLE RICHARDS TRANSFORMATIONAL COACH TERMS AND CONDITIONS OF TRADE

1. Interpretation and General Terms

1. 1. "Michelle Richards Transformational Coach" (MRTC) ABN 90 415 827 602.

1. 2. "Customer", "Client" or "You" means the party engaging the services of Michelle Richards Transformational Coach.

1. 3. "Price" means the price inclusive of GST payable by the customer to Michelle Richards Transformational Coach for any services performed or planned to be performed including the amount as stated on any tax invoice issues by us to the customer.

1. 4. "Services" shall mean any program, services, course provided, or due to be provided to the customer or services performed for the customer of any kind.

1. 5. "Terms and Conditions" means these terms and conditions as amended from time to time which are intended to be read in conjunction with any of Michelle Richards Transformational Coach's term of use, privacy policy, disclaimer or any other documentation provided Michelle Richards Transformational Coach.

1. 6. The singular number includes the plural and vice versa. Words importing the masculine gender only include the other genders. Words importing persons include companies and corporations and trusts and vice versa.

1. 7. Where more than one person is the customer, those persons shall be jointly and severally liable hereunder and each person comprising the customer will be deemed to have the authority of all of them.

1. 8. Where a customer is the trustee of any trust, they are bound to these terms and conditions in their personal capacity, and as trustee of the relevant trust, and agree to exercise any rights of indemnity in favour of Michelle Richards Transformational Coach.

1. 9. Notwithstanding any change of the trading structure of the customer. The customer will remain liable for all services provided or to be provided and products requested by either the customer or the customer's agents, employees or contractors and Michelle Richards Transformational Coach may invoice the customer directly for all charges incurred, until the customer finalises all accounts with Michelle Richards Transformational Coach.

1. 10. Any order or request of services or presumed order or request of services will be a deemed acceptance of these terms and conditions.

1. 11. If a provision of this document is illegal or unenforceable, then that word or those words are read down. If reading down is not possible, that word or those words are severed; and in any other case, the whole provision is severed, and the remainder of this document continues in force.

1. 12. The failure for any period whatsoever of Michelle Richards Transformational Coach to exercise any right or remedy which they may hereafter have at law against the customer shall not be an abandonment or waiver of any right or remedy.

2. Purchase price provisions

2. 1. The price for any of the services carried out by Michelle Richards Transformational Coach are inclusive of any GST applicable.

2. 2. Any prices quoted are in Australian dollars except where stated otherwise.

2. 3. The price of our services may vary from time to time without notice to you. As such, we recommend you review the price of the services at the time you engage us to provide services to you.

2. 4. Not all services are supplied by us. Some are supplied by third parties. In order to obtain such Third party services you may need to enter into arrangements for third party services.

2. 5. Where the services are either fully or partially supplied by third parties, prices quoted by us to you are for services supplied by us only. Where you engage with third parties, you acknowledge that the price may vary depending on the price charged by third parties.

3. Payment of our invoices

3. 1. To secure placement in a program, Michelle Richards Transformational Coach requires payment of the price in full upfront prior to the services being offered to the customer. Notwithstanding the previous sentence, we may offer you the services on a payment plan on terms to be agreed between you and us. Where services are offered on a payment plan, and the services are provided to you before the services have been paid for in full, payment of the full amount due and owing for the services under the whole length of the payment plan is still required and we reserve our rights to pursue a claim for any moneys owing due to a failure by you to make full payment under a payment plan. We also reserve our right to claim from you any legal costs incurred in making a claim for moneys due and owing pursuant to a payment plan.

3. 2. In the event that a direct debit agreement is entered into for the provision of services by us to you, any set-up cost will be borne by you.

3. 3. Where the scope of services provided from us to you changes, then, prior to us carrying out any additional services, we may require payment for those additional services.

3. 4. Failure to make the required payment for our services will result in the services being placed on hold and the customer's place in any program or any services offered by us being cancelled.

4. Refund policy and cancelation policy

4. 1. We will comply with the Australian Consumer Law. Where the Australian Consumer Law applies, Our services will be:

4. 1. 1. Provided with acceptable care & skill or technical knowledge taking all reasonable steps to avoid loss or damage;

4. 1. 2. Fit for purpose or give results that are consistent with those agreed upon between you and us; and

4. 1. 3. Be delivered within a reasonable time if no date or time period for delivery of the services is specified.

4. 2. If you assert that our services do not comply with clause 4. 1 and you seek a refund or resupply of the services, you must contact us via email to bossmum00@gmail.com and advise:

4. 2. 1. 1. How our services have failed to comply with clause 4. 1; and 4. 2. 1. 2. Whether you are seeking a refund or a resupply of the services. Upon receipt of your email, we will review and make a determination on your material. If it is determined that we have not provided the services in accordance with clause 4. 1 of these terms and conditions, we may, at our discretion, re-issue the services to you or

refund you the price paid for the services. Notwithstanding these terms and conditions, we will in all circumstances ensure compliance with the Australian Consumer Law.

4. 3. Where you enter into a contract with us for the provision of the services, there is no cooling off period. As such, if you change your mind, Michelle Richards Transformational Coach will not be required to issue you with a refund for the price paid for the services.

4. 4. Under specific circumstances, such as illness certified by a medical professional, we may allow, in our absolute discretion, for the provision of the services to be rescheduled to another date or cancelled altogether. In order to request for the services to be rescheduled to another date or cancelled, you are required to write to bossmum00@gmail.com noting your illness, attaching the documentation from the medical professional and advising whether you wish to reschedule or cancel the services. acceptance of a request to reschedule or cancel the services will be at our absolute discretion. Should we accept your request to cancel the services, a credit may be provided by us to you towards future services.

5. Our Services

5. 1. Michelle Richards Transformational Coach provides transformational coaching in integrated neurolinguistic programming, emotional change technique, hypnosis.

5. 2. The services provided by Michelle Richards Transformational Coach are merely indicative and general in nature, the advice is not directive, nor does it amount to counselling, financial, nor legal advice. Any such advice should be sought from a qualified expert/professional.

5. 3. The customer agrees that Michelle Richards Transformational Coach may, in the provision of the services, ask personal questions and make requests for information. If discussing personal or other information may result in a risk to the customer, then the customer must disclose this prior to engaging the services of Michelle Richards.

5. 4. The customer warrants to us that they are medically fit to undertake the personal development program or any of the services offered by Michelle Richards Transformational Coach.

5. 5. Michelle Richards Transformational Coach acknowledges that any personal information discussed during the provision of the services shall be kept in confidence and in accordance with our privacy policy which can be found on our website.

5. 6. Michelle Richards Transformational Coach will take all reasonable steps to

ensure that its employees and agents and any sub-contractors engaged for the purposes of the provision of the services do not make public or disclose the customer information and data which would reasonably be expected to be kept in confidence, unless legally compelled to do so.

5. 7. The customer requests the services at his or her own risk. Michelle Richards Transformational Coach will not be held liable for any losses or damages caused as a result of services purchased from us.

5. 8. The customer agrees that any intellectual or other property in the services provided by us to you remain property Michelle Richards Transformational Coach and cannot be used outside of the provision of the services except with the written consent Michelle Richards Transformational Coach. Any breach of this condition will entitle us to claim from you any damage or loss (including indirect or consequential loss) which we incur as a result or in connection with a breach of this condition.

5. 9. You may be responsible for providing us with accurate information which we require to carry - out the services in an appropriate manner. If you provide us with information which infringes on any intellectual property or other law, we will not accept liability. You shall indemnify us against any claim, action, damage or loss caused by any infringement of any intellectual property provided by you to us.

5. 10. We reserve the right to commission freelance support or outsource any task if it is felt it is in the best interests of the customer. Any outsourced job remains the property/responsibility of us and such services are deemed to be carried out 'indirectly' by us.

5. 11. We make no guarantee or warranties, in relation to the provision of the services either express or implied, outside of that required by Australian consumer law.

5. 12. Notwithstanding any other provision in these terms and conditions, we may, should we be unable to offer you the services, stop providing you with the services in which case you may, subject to the provisions of the Australian Consumer Law be able to receive a refund or some other form of remedy.

6. Customer Code of Conduct

6. 1. The customer must:

6. 1. 1. Provide full disclosure;

6. 1. 2. Be patient;

6. 1. 3. Communicate fully; and

6. 1. 4. Comply with all applicable laws.

together considered Michelle Richards Transformational Coach".

6. 2. The customer agrees to comply with the code of conduct. Any failure to comply with the code of conduct will entitle us to, subject to any rights you may have under

the Australian Consumer Law, immediately terminate the services provided to you or to provide a refund to you without further notice.

6. 3. Notwithstanding clause 6. 2, and subject to your rights under the Australian Consumer Law, we may terminate the services provided by us to you for any reason whatsoever upon giving written notice to you.

6. 4. We take your privacy seriously. As such, we will protect your personal information (including in relation to the use of your personal information) as required by Australian Privacy Laws as well as the privacy requirements of other jurisdictions (wherever applicable). We will not use your personal information except for the purpose of engaging in and entering into and completing a transaction and the services. The customer must ensure that before disclosing any personal information to us that the you are entitled to disclose that information and without taking any further steps as required by the Australian Privacy Laws, we may use and disclose such information for the purpose of entering into any transaction under these terms and conditions. If you become aware of any breach or alleged breach of the privacy laws concerning information disclosed by us to you or any other party, or by you to us, then you must notify us immediately in writing via email to bossmum00@gmail.com likewise, we will notify you, and if necessary, the Office of the Australian information commissioner if we become aware of any breach or any alleged breach of the privacy laws concerning information disclosed.

7. Security

7. 1. Any transactions completed online with us are completed **using ssl technology**, which provides high-level encryption for online transactions.

7. 2. In the event your credit card information is taken by us for the purposes of making a credit card transaction, your credit information is destroyed after the transaction is successfully made.

7. 3. Any online payment is transacted via third party providers and subject to the terms and conditions imposed by those providers.

8. General

8. 1. We reserve all rights in relation to intellectual property created and used by us on our website and in any documentation. We have taken measures to ensure we have (where required) permission to use the intellectual property of others. Any misuse of copyrighted material by you or users of any website or publication operated by us is strictly prohibited.

8. 2. You agree that we may photograph or otherwise record the delivery of the services, including photographing or recording you. You agree that this material may be used in marketing material by us. This also includes any testimonials provided by you.

8. 3. These terms and conditions may be changed at any time without prior notice to you. It is your responsibility to review our latest terms and conditions available on our website at the time you request the services from us.

8. 4. We shall bear no liability if we are unable to carry out any of the services for any reason beyond our control.

8. 5. You are deemed to fully accept and be bound by these terms and conditions from the moment you agree to accept our services.