

# Melody Woolford Coaching

## Coach Terms & Conditions

(Updated 1/1/2024)

### 1. Welcome and Acceptance

1. Hello and welcome! Our Coach Terms and Conditions (Coach Terms) govern your access to and use of the Melody Woolford Coaching materials including those provided in the coaching section of our website [www.melodywoolford.com](http://www.melodywoolford.com) (Website), emails, online group, courses, packs, programs, guides, videos and discussions (Coach Materials) and how you are able to use the Coach Materials.
2. The Coach Terms are a legal agreement between you and Melody Woolford Coaching (we, our, us, or company). Please read the Coach Terms before you use the Coach Materials, and contact us if you have questions, our contact details are at the end of these Coach Terms. If you access or use our Coach Materials you are taken to have agreed to the Coach Terms. If you do not agree with our Coach Terms, then you are not able to use the Coach Materials
3. The Coach Terms supplement our Website Terms of Use and our Privacy Policy, both available on our Website. Our Website Terms apply to all our material that is not the Coach Materials. Our Privacy Policy sets out how we collect, hold, use and disclose personal information. Your agreement to the Website Terms and Privacy Policy is incorporated into these Coach Terms.

### 2. Our Services and Obligations

1. Our services are set out on our Website, in our emails to you, and in any further material provided. Our services may include, without limitation, one-on-one coaching sessions, feedback sessions, group sessions, emails, and access to our online group.

2. We will provide the services for the agreed period, unless the parties agree to a variation. At the end of the period the parties may agree to continue the services under the Coach Terms for an additional period. We will provide the agreed services for the period. The services and fees may be varied in writing and agreed by the parties
3. We will provide the services with due care and skill, the services will be fit for the purpose that we advertise, and we will supply the services within a reasonable time as agreed by the parties

### 3. Payment period, invoicing and payment method

1. **Fees:** Fees, payment periods and payment methods for the services are set out on our Website or in any proposal provided to the client. All fees are stated in USD unless expressly stated otherwise, and include GST unless expressly stated otherwise.
2. **Services:** you agree that if you engage our services, you will pay the specified fee for the services, in accordance with the payment period for services.
3. **Method:** you agree to pay the relevant fees using the relevant payment method.
4. **Invoices:** you must pay our invoices not less than 30 days from receipt of a properly rendered and undisputed invoice. We, in our sole discretion, may cease to provide the services until we receive full payment.
5. **Interest:** if necessary, we may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date set out on the invoice.
6. **Debts:** if invoices are unpaid after the payment date, we will give you 10 business days written notice to make payment. At the expiration of the notice period, we have the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed. We reserve the right to report bad debts to independent credit data agencies.
7. **Estimates:** if we provide you with any cost or fee estimates, you acknowledge that the final fees may be more or less than the estimated amounts. We will endeavor to inform you of any material variation as it becomes apparent.
8. **Fee changes:** if the parties agree to a further period after any initial period has elapsed, we may review and increase the fees at our sole discretion. Fee changes will apply after the agreed period is complete. We will notify you of any applicable fee changes

## 4. Intellectual Property and Use

### Your Intellectual Property

1. You own the intellectual property rights in:
  1. your pre-existing intellectual property, including but not limited to copyright which subsists in all creative and literary works incorporated into your pre-existing intellectual property; and
  2. intellectual property that you create during the course of the services, including but not limited to copyright which subsists in all creative and literary works including video and images, in all intellectual property that you create during the course of the services, subject to clause 6.2
2. You agree to provide information including any intellectual property to enable us to provide the services. You
  1. warrant you have all necessary rights to provide the intellectual property to us;
  2. grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable license to use the intellectual property in any way to provide the services to you; and
  3. consent to any act or omission which would otherwise constitute an infringement of moral rights.
3. This clause will survive the termination of the Coach Terms.

### Your Intellectual Property

4. We own or license all rights, title and interest (including intellectual property rights) in our Coach Materials, including pre-existing intellectual property and Intellectual property that we create during the course of the services. All Coach Materials are our property, or the property of our suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. Our name, logo, slogans, and all related names, logos, product and service names, designs, and slogans are trademarks of us or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

5. **Your License to our Intellectual Property:** We grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the Coach Materials for your own personal use and/or internal business use. The scope of what you are licensed to do, and are not licensed to do, are set out below.

You are licensed to:

1. use Coaching Materials to assist you personally and in operating your own business;
  2. use Coaching Materials in your coaching practice to help your clients; and
  3. create coaching programs and workshops using the Coaching Materials, within your practice, subject to the limitations set out below. You may mention Coach Materials with credit to us.
6. License Limitations: You are not licensed to, and you agree that you will not:
1. Breach any intellectual property rights connected with our Coach Materials, including (without limitation) altering or modifying any of our Coach Materials or creating derivative works
  2. Use any Melody Woolford Coaching logo outside of our groups or on documents created by those not working for or contracted with Melody Woolford Coaching.
  3. Modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, sell, resell, redistribute or in any way repackage our Coach Materials in your own voice, write books or programs using the Coach Materials, create apps based on, or otherwise commercialize our Coach Materials, or exploit our Coach Materials in any manner. You cannot rewrite or repackage any Coach Materials and sell this as your own.
  4. Offer competing products or services based upon any information contained in the Coach Materials.
7. All other uses are prohibited unless we give you our written consent. Nothing in the Coach Terms constitutes an assignment or transfer of either party's intellectual property rights, or a right to use the other party's intellectual property, whether registered or unregistered, except as stated in the Coach Terms or with the party's written permission.
8. You are also subject to the prohibitions and limitations in the Website Terms of Use. Please review these and applicable copyright laws to make sure that you are complying with them.

## 5. Copyright Notice

The Coach Materials are copyright. Apart from any use permitted under the Copyright Act 1968, no part may be reproduced by any process, nor may any other exclusive right be exercised, without the permission of Melody Woolford Coaching.

## **6. Your Obligations**

You warrant that:

1. there are no legal restrictions preventing you for agreeing to these Coach Terms;
2. any information provided is true, correct and complete;
3. you will not infringe any third party rights in working with us and receiving the services;
4. you will inform us if you have reasonable concerns relating to the provision of services under the Coach Terms, with the aim that the parties will use all reasonable efforts to resolve the concerns;
5. you are responsible for obtaining any consents, licenses and permissions from other parties necessary for the services to be provided, at your cost, and for providing us with the necessary consents, licenses and permissions (including but not limited to that the client must provide lottery permits and licenses, if relevant to the services); and
6. you will not employ, canvass, solicit, entice, induce or attempt to employ our personnel.

## **7. Access**

Your Access to the Website, including where you are required to provide certain registration details or other information, and/or choose or are provided with a username, password or any other piece of information, are subject to our Website Terms of Use.

## **8. Emails and online communications**

Visiting the Website, sending emails to us, using any online communication tools or services on our Website or social media, and participating in any groups, are all subject to our Website Terms of Use, available on our Website.

## 9. Confidential information

1. We agree not to disclose your confidential information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your confidential information from any unauthorised disclosure; and only to use your confidential information for the purpose for which it was disclosed by the client, and not for any other purpose.
2. You agree not to disclose our confidential information to any third party; to use all reasonable endeavours to protect our confidential information from any unauthorised disclosure; and only to use our confidential information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.
3. These obligations do not apply to confidential information that:
  1. is authorised to be disclosed;
  2. is in the public domain and/or is no longer confidential, except as a result of a breach of the Coach Terms;
  3. is received from a third party, except where there has been a breach of confidence; or
  4. must be disclosed by law or by a regulatory authority including under subpoena.
4. This clause will survive the termination of the Coach Terms.

## 10. Feedback and dispute resolution

If there is a dispute between the parties in relation to the Coach Terms, the parties agree to the following dispute resolution procedure:

1. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.
2. If the parties cannot agree how to resolve the dispute at that initial meeting, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the law society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the parties under the Coach Terms, by law or in equity.

## 11. Term and Termination

1. The Coach Terms commence on the date of first access and will continue for the agreed period, or the date on which the Coach Terms are terminated in accordance with this clause, if earlier.
2. Either party may terminate the Coach Terms if there has been a material breach of the Coach Terms, subject to following the dispute resolution procedure.
3. We may terminate the Coach Terms immediately, at our sole discretion, if:
  1. you commit a non-remediable breach of the Coach Terms;
  2. you commit a remediable breach of the Coach Terms and does not remedy the breach within a reasonable time after receiving written notice of the breach;
  3. we consider that a request for the services is inappropriate, improper or unlawful;
  4. you fail to provide us with clear or timely instructions to enable us to provide the services;
  5. we consider that the working relationship has broken down including a loss of confidence and trust;
  6. for any other reason outside our control which has the effect of compromising our ability to perform the services within the required timeframe; or
  7. you fail to pay by the due date.
4. Either party may terminate the Coach Terms for convenience on 14 days' written notice to the other party. You will pay for all services rendered by us up until the termination date.
5. On termination of the Coach Terms you agree that fees or other payments made are not refundable, and you must pay for all services provided prior to termination, including services which have been performed and have not yet been invoiced.
6. On termination of the Coach Terms, you agree to promptly return (where possible), or delete or destroy (where not possible to return), our confidential information and intellectual property, and/or documents containing or relating to our confidential information and/or intellectual property.
7. On termination of the Coach Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your confidential information and intellectual

property, and/or documents containing or relating to your confidential information and/or intellectual property.

8. On completion of the services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Coach Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of the Coach Terms.
9. The accrued rights, obligations and remedies of the parties are not affected by the termination of the Coach Terms.

## 12. Consumer Law

1. **ACL:** certain legislation including the Australian consumer law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
2. **Statutory rights:** nothing in the Coach Terms excludes your statutory rights as a consumer under the ACL. You agree that our liability for the services is governed solely by the ACL and the Coach Terms.
3. **Warranties:** except for your statutory rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees.
4. **Delay:** where the provision of services depends on your information or response, we have no liability for a failure to perform the services in the period, where it is affected by your delay in response or supply of incomplete or incorrect information.

## 13. Warranties and Disclaimers

1. By using the Coach Materials, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the Coach Materials. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Coach Materials.

2. To the maximum extent permitted by law, we make no representations or warranties that our Coach Materials are complete, accurate, reliable, up-to-date and suitable for any particular purpose, access will be uninterrupted, error-free or free from viruses.
3. We endeavour to achieve the goals for the relevant services. While we make all reasonable efforts to assist you to achieve the goals, you acknowledge and agrees that many factors to achieve the goals are outside our control. We do not guarantee that the goals will be achieved.
4. You read, use and act on our Coach Materials at your own risk. To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Coach Materials and/or any inaccessibility of, interruption to or outage of our Coach Materials and/or any loss or corruption of data and/or the fact that the Coach Materials are incorrect, incomplete or out-of-date.
5. **For Educational And Informational Purposes Only:** The information contained on this Website and the resources available for download through this website are for educational and informational purposes only. It is NOT medical or mental health advice. Not Medical or Health Advice The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, medical or health advice. While the professional at the Company address health issues and the information provided on this Website relates to medical and/or health issues, the information contained on this Website is not a substitute for medical or health advice from a professional who is aware of the facts and circumstances of your individual situation. We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a medical or health professional to address your particular information. The Company expressly recommends that you seek advice from a professional. Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent medical or health advice from a professional who is familiar with your situation.
6. **Not Professional Advice:** The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, professional advice. While the employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the

Company's area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual situation. We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular information. The Company expressly recommends that you seek advice from a professional. Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

7. **Errors And Omissions:** This World Wide Web Site is a public resource of general information that is intended, but not promised or guaranteed, to be correct, complete, and up-to-date. We have taken reasonable steps to ensure that the information contained in this Website is accurate, but we cannot represent that this Website is free of errors. You accept that the information contained on this Website may be erroneous and agree to conduct due diligence to verify any information obtained from this Website and/or resources available on it prior to taking any action. You expressly agree not to rely upon any information contained in this website.
8. **Earnings Disclaimer:** From time to time, the Company may report on the success of one of its existing or prior clients/customers. The information about this success is accurately portrayed by the Customer. You acknowledge that the prior success of others does not guarantee your success. As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire and motivation.

The use of our information, products and services should be based on your own due diligence and you agree that the Company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on this Website.

## 14. Liability and Indemnity

To the maximum extent permitted by law:

1. you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of the Coach Materials. This indemnity is a continuing obligation, independent from the other obligations under these Coach Terms, and continues after these Coach Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Coach Terms; and
2. our total liability arising out of or in connection with the services, is limited to re-supplying the services, or, at our option, refunding the amount paid for the services to which your claim relates. Our total liability for all damages in connection with the services will not exceed the lesser of the price paid under the Coach Terms for a specific service, or within for the 12-month period prior to the act which gave rise to the liability. To the extent permitted by law, we exclude liability for the services being unavailable, your inability to access or use the services or the late supply of services, or any claim, even if we were informed of the likelihood of such loss or damage. This clause will survive the termination of the Coach Terms.

## **15. Insurance and indemnity**

1. Where relevant, each party warrants to the other that it carries appropriate business insurance for an entity of its type, including public liability insurance and workers compensation.
2. Each party is liable for and agrees to indemnify, defend and hold the other party harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, arising out of the fraudulent or unlawful act or omission of that party, or of its personnel, in relation to the Coach Terms.
3. You are liable for and agrees to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation; your breach of the Coach Terms; your misuse of the services or your breach of any law or third party rights.
4. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the services

including but not limited to disputes, complaints, investigations or litigation that arise out of or relate to incorrect information you have provided to us.

5. This clause will survive the termination of the Coach Terms.

## 16. General

1. **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines, including as set out in our Privacy Policy on our Website.
2. **Publicity:** You consent to us stating that it provided services to you, including but not limited to mentioning you on our Website and in our promotional material, unless you request otherwise
3. **Varying these Coach Terms:** We may, at any time and at our discretion, vary these Coach Terms by publishing the varied Coach Terms on our Website. The most current version will be posted on the Website: [www.melodywoolford.com](http://www.melodywoolford.com) and will be effective from the date of posting. We recommend you check our Website to ensure you are aware of our current Coach Terms. Content is subject to change without notice.
4. **GST:** If and when applicable, **GST** payable on the fee for the services will be set out on our invoices. We agree to pay the **GST** amount at the same time as its pays the fee.
5. **Relationship of parties:** The Coach Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.
6. **Assignment:** The Coach Terms are personal to the parties. A party must not assign or deal with the whole or any part of its rights or obligations under the Coach Terms without the prior written consent of the other party (such consent not to be unreasonably withheld).
7. **Severance:** If any provision (or part of it) under the Coach Terms are held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under the Coach Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from the Coach Terms and the remaining provisions (and remaining part of the provision) of the Coach Terms are valid and enforceable.
8. **Force majeure:** We will not be liable for any delay or failure to perform our obligations under the Coach Terms if such delay is due to any circumstance beyond our reasonable control.

9. **Notices:** Any notice required or permitted to be given by either party to the other under the Coach Terms will be in writing addressed to the relevant address notified to us. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
10. **Jurisdiction:** Use of our Website and these Coach Terms are governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts. If you access our Website and you are based overseas, we do not represent that our Website complies with the laws (including intellectual property laws) of the country in which you reside (if you reside outside Australia). You are responsible for complying with the laws of the jurisdiction where you access our Website and please note that you access our Website at your own risk.
11. **Entire agreement:** The Coach Terms and any document expressly referred to in agreement represents the entire agreement between the parties and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

## 17. How to contact us

We welcome your questions or comments regarding the Coach Terms, please contact us at:

Melody Woolford

Melody Woolford Coaching

NSW, Australia

Email: [Melody@melodywoolford.com](mailto:Melody@melodywoolford.com)