



By placing an order through The Coaching Institute site, you are agreeing to these Terms & Conditions. Please read these Terms and Conditions before placing an order.

In this Agreement:

“You” means the person placing an order.

“We” and “us” means The Coaching Institute

“Agreement” means these Terms & Conditions, together with the completed electronic order form; you are making an offer to purchase products which, if accepted by us, will result in a binding agreement.

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 using the website to buy products online, you confirm that you are at least 18 years old.

1. ORDERING:

By completing and submitting an electronic order form, you are making an offer to purchasing goods which, if accepted by us, will result in a binding contract. Please note that products will not be sent (or links to online products) until we have received authorisation from your payment card issuer. We will not be liable if there is a delay.

After you have placed your order:

You will receive an email to acknowledge your order. It will confirm which products you have ordered. This email is not an order acceptance from us.

We will not accept your order if:

- Your payment is not authorised
- We do not have products in stock
- There is an error on our website regarding the price or other details of the products
- You have cancelled it in accordance with the instructions below

We reserve the right to refuse any order.

2. RETURN / REFUND

If you change your mind after placing an order, you can cancel it any time before we send it. Please contact us and provide your details of order, as well as your order number to cancel your order.

Returning products after sending:

We offer 30 days return/refund policy. You must contact us and return products within 30 days of your purchase. If you purchased a physical product that we shipped to you, you may be required to return the entire product. Products must be returned complete and undamaged. Please include a copy of your invoice.

Contacting Us:

The Coaching Institute
Suite 40, 37-39 Albert Rd,
Melbourne, VIC 3000, Australia
Tel: +61 3 9608 7900

Via website: www.thecoachinginstitute.com.au

Via email: wow@thecoachinginstitute.com.au

Refunds for the price of the product will be made within 7-14 days received of products returned.

3. SHIPPING & DELIVERY

Shipping cost for order from www.thecoachinginstitute.com.au depend upon the method you choose and the shipping destination. Your shipping and handling charges shown at the checkout and on the invoice.

All orders require at least 24-48 hours processing before shipping. We do not process orders during weekends.

Delivery times should be used as a guide only as they are based on estimates provided by Australia Post and generic delivery times. Due to circumstances beyond our control, it may take longer for your parcel to reach you during busy periods (such as sale and Christmas time).

International Orders: Please allow 2-4 weeks for delivery, due to customs (depend destination).

If there are any problems with your order, we will contact you with regards to the issue as soon as possible.

3. PRICE POLICY:

Prices throughout the website are quoted in AUD dollars, and payment can only be accepted in AUD dollars.

Shipping and handling charges, if any, will be added to the total price of your purchase.

The price you pay is the price of the products shown at the time you place your order, even if the price of the product has since changed.

4. GUARANTEES

Physical Products

We offer 30 days return policy from the date of purchase. Products must be returned complete and undamaged.

Digital Content and Online Learning

- a. **License.** Upon your payment of our fees for Digital Content, we grant you a non-exclusive, non-transferable license to use the Digital Content for your personal, non-commercial, entertainment use, subject to and in accordance with the terms of this Agreement. You may copy, store, transfer and burn the Digital Content only for your personal, non-commercial, entertainment use.
- b. **Restrictions.** You represent, warrant and agree that you will use the Service only for your personal, non-commercial, entertainment use and not for any redistribution of the Digital Content or other restricted use. You agree not to infringe the rights of the Digital Content's copyright owner The Coaching Institute and to comply with all applicable laws in your use of the Digital Content. You agree that you will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, sub-license or otherwise transfer or use the Digital Content. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, and reproduction or distribution rights for the Digital Content. You acknowledge that the Digital Content embodies the intellectual property of The Coaching Institute and is protected by law.
- c. **Explicit Content.** You agree that we have no liability to you for Digital Content you find to be offensive, indecent or objectionable.
- d. **All Sales Final; Downloading and Risk of Loss; Availability of Digital Content.** All sales of Digital Content are final. We do not accept returns of Digital Content. Once you have purchased Digital Content, we encourage you to download it promptly and to make back-up copies of it. If you are unable to complete a download after having reviewed our online help resources, please contact The Coaching Institute customer service. You bear all risk of loss after purchase and for any loss of Digital Content you have downloaded, including any loss due to a computer or hard drive crash.

5. INTELLECTUAL PROPERTY

This Agreement that materials and the Intellectual Property delivered in any form remains the copyright of the Coaching Institute and is not be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without The Coaching Institute's written consent.

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.

“Confidential Information” included any of the following information:

- a. all business and financial information, sales and supply details, marketing strategies, customer and supplier listing, business listing, personal information, nor other information concerning The Coaching Institute, its customers or its employees and officers;
- b. all drawing, 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 The Coaching Institute or its products;
- c. all (if any) other information relating to The Coaching Institute which, by its nature, places or potentially places The 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 The Coaching Institute;
whether or not marked “Confidential” BUT does not include information which:
 - e. at the time of first disclosure by a you to another person is already in the public domain;
after disclosure by you, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement; and
 - f. 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 you.

When you download copyrighted material you do not obtain any ownership rights in that material.

That The Coaching Institute is not liable in any way if the contains materials which you are already familiar with.

6. RESPONSIBILITY OF WEBSITE VISITORS

You may not modify copy, publish, display, transmit, adapt or in any way exploit the content of the Site. Only if you obtain prior written consent from us and from all other entities with an interest in the relevant intellectual property may you publish, display or commercially exploit any material from the Site.

You must abide by all additional copyright notices or other restrictions contained in any of the Site.

You agree not to do any of the following while using the Site:

- a. transmit or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libellous, disparaging (including disparaging of the Site), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
- b. transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- c. upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party's uninterrupted use and enjoyment of the Site.
- d. impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to us, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- e. transmit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes; or
- f. violate any applicable local, state, federal or international law, rule or regulation.

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> RTO 9 Complaints Resolution

Any personal information we collect under this Agreement will be dealt with accordance with 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>

We reserve the right to amend any of the above or related Terms & Conditions without prior notice.