

**Terms & Conditions**

**Release of Liability**

By selecting the terms and conditions on the website www.rebalancecoach.net prior to payment, you accept that you have read this document in its entirety and accept all responsibility to all outcomes both during and post Rebalance coaching programs and memberships. As Rebalance Health and Weight Loss Coaching provides general advice on nutrition and habit change, as well as personal training, it’s programs are considered very safe and healthy for the vast majority of people, however if you have any medical, nutritional, physical, mental or any other special conditions, please ensure you consult your relevant specialist before undergoing any coaching with Rebalance coaching.

Client acknowledgment and assumption of risk and full release from liability of rebalance health and weight loss coaching and their respective employees, officers, contractors, and owners. Client acknowledges that rebalance health and weight loss coaching is independently owned and operated and any commitments, claims, issues, questions and/or concerns be directed toward rebalance health and weight loss coaching. client acknowledges that all rebalance coaching programs, memberships, information conveyed by coaches through emails, webinars, social media, phone, face to face and other means of communication are all of recommendations to the general population and do not offer specific direction to you the client. Client agrees to assume all risk and responsibility involved with participation in the rebalance coaching programs and memberships. client affirms that client is in good physical condition and does not suffer from any disability or special condition that would prevent or limit participation in rebalance health and weight loss coaching activities. Client acknowledges participation could be physically and mentally challenging, and client agrees that it is the responsibility of client to seek competent medical or other professional advice, regarding any concerns or questions involved with the ability of client to take part in all rebalance health and weight loss coaching programs and memberships. By signing this agreement, client asserts that he or she is capable of participating in all rebalance health and weight loss coaching activities. Client agrees to assume all risk and responsibility for not exceeding his or her physical, mental or nutritional limits.

The client takes full responsibility in the decisions they make after being coached as well as the consequences. The client enters into coaching with full understanding that they are responsible for creating their own results. Periodically, rebalance health and weight loss coaching may provide links to other websites or other types of material which may be of value, interest and benefit to you. This does not constitute endorsement of material at those sites or any associated organisation product of service. it is the responsibility of you the client to make your own informed decision about the accuracy of the information at those sites and all material including their privacy policies. In no event shall rebalance health and weight loss coaching be liable for any incident or consequential damages resulting from use of the material.

Participant understands photos or video may be taken during the course of their involvement in services at rebalance health and weight loss coaching, which may be used for promotional purposes. And in compliance with new spam laws you acknowledge and accept we may send you email messages relating to health and fitness and our services and that you may opt-out at any time by use of the unsubscribe link in any of the emails.

**Refund/Cancellation Policy**

Rebalance Nutrition Programs are all PDF documents and are delivered via email upon payment and cannot be retrieved, so there will be no refunds and client will accept full payment of the program. Rebalance memberships can be cancelled at any time with written email notice and circumstances to info@rebalancecoach.net

**Client Consent**

Client consents to and releases Rebalance Health and Weight Loss Coaching from any liability resulting from Rebalance Health and Weight Loss Coaching use of Client’s name and likeness in Rebalance Health and Weight Loss Coaching advertising, promotional and marketing materials, client lists, Web Site, and/or other public relations documents.

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**Services**

Rebalance Coach are not dieticians or nutritionists and cannot provide specific instructions or directions on nutrition and diet. Services to be provided by the coach to the client are general nutrition, exercise and habit change recommendations and strategies via face-to-face, webinar, videos, all types of messaging or telephone coaching and social media. Coaching may encounter times of personal struggles, business issues, or general conditions in the client's life or profession, it may also include value clarification, brainstorming, identifying plans of action, examining modes of operation in life, asking clarifying questions, and making empowering recommendations or suggestions for action. Additionally, the client may be asked to reflect on difficult topics or situations which may result in an expression of emotions. Throughout the working relationship, the coach will engage in direct and personal conversations. The client understands that successful coaching requires a co-active collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change. If the client believes the coaching is not working as desired, the client will communicate this with the coach as soon as possible and the coaching strategy will be restructured to address the client’s desired outcome of coaching. You are very much encouraged to talk more with the coach as to receive a better understanding of what coaching is about and how to get the most out of it.

**Prior History**

The client also agrees to disclose details of the past or present psychological or psychiatric treatment. Coaching and counselling are not the same. Likewise, therapy and other modes of professional or medical psychological examination shall not be considered equivalent to coaching. Rebalance Coaches are not registered psychologists or psychiatrists, nor licensed therapists. Rebalance does not engage in therapy with clients. In entering into the coaching relationship, you are agreeing that if any mental health difficulties arise during the course of the coaching relationship, you will take action to seek advice from a registered healthcare professional.

**Confidentiality**

All information about the coach/client relationship will remain strictly confidential except in very rare circumstances where decreed by law; i.e. where the court might issue a subpoena for the file or information. It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet, mobile phones and cordless phones. If you use these to communicate with me, then I will assume that it is appropriate to continue to do so in my interactions with you.

**Automatic Payment Authorisation**

Client hereby authorises Rebalance Health and Weight Loss Coaching to charge Client’s credit card, debit card or checking account on a one off and/or a monthly basis. This amount will correspond to the price of the program at the time of purchase, unless otherwise agreed upon in writing by client and coach. Rebalance Health and Weight Loss Coaching reserves the right to advertise any of its products and memberships at any price, there will be times of discount and times of full price however it does not offer rain cheques, lay-by or refunds to secure a cheaper price if and when programs and memberships become discounted. Once initial payment is made, contract commences and there will be no changes. Client acknowledges that Client has read, understood, and agreed with all terms and conditions of this Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and the Rebalance Health and Weight Loss Coaching. Rebalance Health and Weight Loss Coaching has made no express or implied warranties or representations other than those expressly set forth in this Agreement. Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of this Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Rebalance Health and Weight Loss Coaching shall have all rights and remedies available to it, including termination of this Agreement and institution of an action for all applicable damages pursuant to this Agreement. If Rebalance Health and Weight Loss Coaching delays or refrains from exercising any rights under this Agreement, Rebalance Health and Weight Loss Coaching does not waive or lose those rights. If Rebalance Health and Weight Loss Coaching accepts late or partial payments from Client, Rebalance Health and Weight Loss Coaching does not waive the right to receive full and timely payments and other charges due under this Agreement. All Rebalance products and services include all surcharges and taxes such as the Australian GST.

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**Arbitration and Attorney’s Fees**

Any controversy between the parties arising out of this Agreement shall be submitted to The Australian Centre for International Commercial Arbitration (ACICA) for binding arbitration in Sydney, NSW. The costs of the arbitration, including any ACICA administration fee, the arbitrator’s fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. In the event that any dispute between the parties should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys’ fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action is prosecuted to judgment. For purposes hereof, “prevailing party” shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

**Enforceability**

Both the coach and the client agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Further, if any such provision or portion of a provision may be reduced, and/or narrowed in scope, such provision or portion of a provision shall be reduced or narrowed and so enforced. Client specifically waives any right of any type, which would invalidate the enforceability of any provision or portion of this Agreement.

**Successors and Assigns; Governing Law**

Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, personal representatives, lawful successors, and assigns of Client. This Agreement shall be governed and enforced in accordance with the Australian Consumer Law Guide.

By reading this document you accept Rebalance Health and Weight Loss Coaching’s terms and conditions:

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