#### **Terms & Conditions**

#### 1.0 Contract Terms

We provide a range of consultation, therapy, training and coaching services to you based on the terms outlined in this document. If you place an order with us for any goods or services provided by Creative Possibility then, unless we notify you that we do not accept your order, a legally binding contract will be formed between you and Creative Possibility ("I", "we", "us" or "Creative Possibility"). The terms of that contract are as set out here, together with any representation that we have made about the goods or services on our website/s. All other terms and conditions contained in any other document, and all other representations, are excluded unless their inclusion is expressly agreed in writing

## 2.0 Payment For Goods And Services

#### 2.1 Payment Amount Due

In most instances payment for services is required in full at or prior to the first consultation, class or use of the goods and or service

#### 2.2 Invoicing

If we agree that payment is to be made via invoice this will be detailed in writing as part of your service agreement and full payment of the invoice due within 7 days of the date of the invoice

#### 2.3 Additional Charges

Your service agreement will outline your full investment of fees for services requested. Unless otherwise stated fees include all relevant taxes, for example, Goods and Services tax as applicable in Australia. Please refer to section 2.5.2 for details relating to credit card service fees

## 2.4 Payment Plans

Payment plans are available for some goods and services offered by Creative Possibility. If you chose to use a payment plan the first payment, or the specified deposit, is due, where possible, no less than 14 days prior to the commencement of the program or scheduled receipt of the goods or services. Creative Possibility understands that there will be some instances where enrolment in one of our training or coaching programs may occur less than 14 days prior to the commencement date for that program. In that instant first payment, the specified deposit or full payment, whichever is applicable and outlined to you, is due immediately for you to commence receiving the goods and or services you have signed up for

#### 2.5 Payment Methods

Payments are accepted via EFT / PayPal or credit card in advance of your consultation, via phone or on-line, or in accordance with your service agreement signed and returned prior to the delivery of services

#### 2.5.1 Electronic Funds / Direct Bank Account Transfer details

Account Name: Creative Possibility

Bank: ANZ Karrinyup

BSB: 016350

Account No: 200406005

Reference: Quote your surname & invoice/account number

## 2.5.2 Credit Card Payments

Visa and MasterCard payments are accepted online via a secure payment gateway, e-Way. Please note that electronic credit card payments attract a 3% processing and administration fee which will be applied to the total amount at the time of processing

### 2.6 Overdue Payments

- 2.5.1 If paying via invoice and payment is between 7 and 14 days overdue you will be charged a late payment fee of 10% of the total invoice amount in addition to the principle amount detailed on the invoice. If payment is more than 14 days overdue you will be charged a late payment fee of 20% of the total invoice amount in addition to the principle amount detailed on the invoice
- 2.5.2 At Creative Possibility we reserve the right to suspend the services or terminate the contract between us if our charges are more than 45 days overdue for payment by you. In this instance all fees overdue still require payment and additional 35% of the total invoice amount in addition to the principle amount detailed on the invoice will be charged to your account

# 3.0 Refunds - Creative Possibility Abundantly Satisfied Guarantee for Goods and Services Received / Used

While we are 100% confident you're going to be completely satisfied with your investment in Coaching and Training Programs provided by Creative Possibility we want you to feel at ease making your decision to invest. Therefore we offer an Abundantly Satisfied Guarantee. What that means is, if after completing the program in full, you have participated in all scheduled consultations or attended all classes, have taken action and implemented all of the material we cover together in the context of a program and can prove that you have implemented all of the information you have learnt and you are not satisfied with the outcomes then let us know and we will refund your full investment, minus a 25% administration fee

Send a written request to Creative Possibility owner, Shannon Bush, via email <a href="mailto:shannon@creativepossibilitycoach.com">shannon@creativepossibilitycoach.com</a> indicating in detail your dissatisfaction and showing evidence of how you have attempted to implement the knowledge you have gained from interaction with the services or products provided by Creative Possibility and your investment will be refunded 100% within 28 days of receipt of your request

If you chose to pay for your services using a payment plan then the amount paid to date, minus a 25% administration fee will be paid to you within 30 days of receipt of your request. A full schedule outlining your payments and any remaining fees owing will be provided to you within 14 working days of receipt of your written request

## 4.0 Cancellation And Refund For Services Not Used or Partially Used

### 4.1 Refunds for Pre-Paid Services Not Used

If you have pre-paid for coaching, therapy, training, consulting or other services offered by Creative Possibility, not used any of the services you paid for, change your mind and decide you do not wish to proceed with the services, for whatever reason, then a 50% refund of what you have invested to date will be paid to you, where possible, within 30 days of a written request being received from you outlining your intention to not use the services you paid for. Please send your written request outlining your intention in detail via email to <a href="mailto:shannon@creativepossibilitycoach.com">shannon@creativepossibilitycoach.com</a>

## 4.1.1. Request to Delay Use of Services

If you wish to delay use or commencement of services or training you have invested in his will be considered on an individual basis. Please note that if approved that a maximum of 3 months may be granted for this delay and additional fees may apply to you at the time of commencement of the service originally paid for or enrolled in. Please send your written request outlining your intention in detail via email to

<u>shannon@creativepossibilitycoach.com</u> no less than 14 working days prior to the commencement date of your program or service

# 4.2 Refunds for Services Paid For in Full Or Paid For Via Payment Plan And Only Partially Used

If you have invested in coaching, therapy, training, consulting or other services via a pre-paid package or payment plan, partially used these services and then changed your mind and decide you do not wish to proceed with using the remainder of the service for any reason, then you agree to forfeit the full amount of your investment unless alternate arrangements are outlined in the service agreement contract provided to and signed by you

If you had chosen to pay for your goods and / or services via a payment plan your scheduled payments will continue as per the original agreement until all monies have been paid in full. Please send your written request outlining your intention in detail via email to <a href="mailto:shannon@creativepossibilitycoach.com">shannon@creativepossibilitycoach.com</a>

## 5.0 Rescheduling of Private Consultations

24 hours notice is required for the rescheduling or cancellation of a private consultation. This does not include training programs or workshops. Please refer to Section 4.0 for details relating to the rescheduling and refund of training programs and workshops

### 5.1 How To Reschedule

Cancellations or requests to reschedule must be made in person or by telephone (Please leave a message if Shannon is unable to speak with you), as email and sms cancellations are not reliable. Failure to reschedule 24 hours prior to the session incurs a cancellation fee of \$50.00 per consultation

### 6.0 Cancellation of Workshop / Program / Booking

Please note that 50% cancellation fee of the total fee applicable for the workshop or program applies if you cancel your booking simply because you have changed your mind and do not want to proceed with the Program or Workshop. The cancellation fee covers all administrative costs incurred as a result of your cancellation. Your 50% refund will be paid to you, where possible, within 30 days of the completion of the workshop or program you enrolled in

For example, if you enrolled in a 2 day training program that is scheduled for 1<sup>st</sup> and 2<sup>nd</sup> of a given month, your refund would be due to you, where possible, on the 3<sup>rd</sup> day of the following month

Please submit a written request outlining the reason for your cancellation via email to <a href="mailto:shannon@creativepossibilitycoach.com">shannon@creativepossibilitycoach.com</a>

# 7.0 Service Agreement For Coaching And Training Programs of 3 or More Months Duration

Both Creative Possibility owner, Shannon Bush and you, the client, sign a Terms of Service Agreement Form prior to the commencement of services. This agreement provides specific information relating to the delivery of services that will be delivered by Creative Possibility

If you have any queries over the terms of this agreement, please forward your query in writing to Shannon Bush, owner, Creative Possibility via email; <a href="mailto:shannon@creativepossibilitycoach.com">shannon@creativepossibilitycoach.com</a>