

TERMS AND CONDITIONS

This site gives you an opportunity to browse and purchase products and services for individuals looking to receive life coaching.

These Terms and Conditions govern your use of this site, and form a binding contractual agreement between you and Uniquely Me Coaching.

These Terms and Conditions are important and you should ensure that you read them carefully and contact Mark Boyce at mark@uniquelymecoaching.com.au if you have any questions before purchasing our products and services.

These Terms constitute the entire and only agreement between you and Uniquely Me Coaching and supersede all prior agreements, conduct, representations and understandings.

Uniquely Me Coaching products and services are intended for people aged 18 and over.

ACCEPTANCE OF TERMS

1. By accessing, downloading or using the products and services offered on our site, whether or not you register as a member, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this site. Your continued use of the site will constitute your acceptance of any changes. If you object to any changes to the terms, your only remedy is to immediately discontinue your use of the products and/or services.

GENERAL DISCLAIMER

3. All Uniquely Me Coaching products and services are intended for general education and information purposes only. Nothing on this site, or any of the content provided to you by us during our provision of the products and/or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.
4. Mark Boyce provides support, guidance and tools for you to set goals, determine priorities and achieve results to assist in your desired state, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your background, dedication, participation, desire and motivation.
5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
6. You acknowledge and agree that Uniquely Me Coaching is not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.
7. We do not use Artificial Intelligence (AI) to write any written client document.

YOUR OBLIGATIONS

8. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums or events in which you may post comments, photos, messages or other material.
9. When posting your content, you agree that you will not post or otherwise publish through this site or any of the following:
10. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
11. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age or disability.
12. Information that includes personal or identifying information about another person without that person's consent.
13. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and Internet platforms, except as otherwise expressly permitted by us.
14. Any information or content that impersonates any person or entity.
15. Any material, non-public information about companies without authorisation to do so.
16. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
17. By posting or otherwise publishing your content on our site, you:
 1. Grant us a non-exclusive, worldwide, royalty-free, perpetual, license to use, reproduce, edit and exploit your content in any form and for any purpose;
 2. Warrant that you have the right to grant the above licences;

3. Warrant that your content does not breach these Terms;
 4. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
18. We reserve the right (but have no obligation) to:
1. Review, modify, reformat, reject or remove your content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 2. Monitor use of the site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.
19. For all coaching sessions, you must have access to stable phone reception and/or Internet access at the time and date agreed.

CODE OF CONDUCT

20. Whilst using this site, we ask that you not:
21. Contact anyone who has asked not to be contacted.
22. Collect personal data about other users for commercial or unlawful purposes.
23. Infringe other user's privacy rights.
24. Violate the intellectual property of others.
25. Post anything that contains software viruses, worms or any other harmful code.
26. Use manual or automated software, devices, script robots, other means or processes to access our site or any related data or information.

CONFIDENTIALITY

27. We respect your confidential and proprietary information and by using our products and/or services, you agree to respect the same rights of other Uniquely Me Coaching clients using our products and/or service.
28. You agree:
 1. That any confidential information shared by clients or any of our representatives is confidential and proprietary and belongs solely and exclusively to the client who discloses it or to us.
 2. Not to disclose such information to any other person or use it in any manner other than in discussion with clients.
 3. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
 4. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
 5. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of other clients in the strictest of confidence unless they have given you permission to do so.

COPYRIGHT

29. All material on this site or otherwise delivered by us including (but not limited to) course content, text, graphics, Workshops are subject to copyright. While you may browse or print our content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of our content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
30. You acknowledge that you do not acquire any ownership rights by using the site or our content.
31. Nothing contained on this site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.
32. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Mark Boyce will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

ORDERING SERVICES – PURCHASING SERVICES VIA PHONE OR ONLINE

33. To purchase a Service over the telephone please call 0424 234 814 or proceed using the online payment link.
34. When you place an order for a Service via telephone or online you are offering to purchase the Services on these terms and conditions. Uniquely Me Coaching reserves the right to cancel

or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 51 below.

35. Following receipt by us of your order for Services via telephone or online you will receive a confirmation receipt of order.
36. A legally binding agreement between us and you shall come into existence when we have:
 1. Accepted your offer to purchase Services from us by you receiving an email confirming the purchase.
37. Services paid for are valid up to 12 months from the purchase date. If there has been a price increase, the remaining funds will need to be collected prior to the commencement of services.

RIGHT TO TERMINATE

38. We reserve the right to terminate your use of the site, our products and/or services generally if you breach these terms, as determined by us in our sole discretion.
39. Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or can't be received, refunds will be granted at the discretion of the Owner, Mark Boyce.
40. Some of our payments are operated through an online and automated billing system. Where your payments are made via Online Payment:
41. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
42. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
43. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
44. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
45. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.
46. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

REPLACEMENTS AND REFUNDS

47. Should the service not meet your satisfaction, you can ask Uniquely Me Coaching, by email, mark@uniquelymecoaching.com.au for your preference of a free session, replacement, or refund, but you are not always entitled to one. For example, the consumer guarantees do not apply if you got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it.
48. If you have a minor problem with a product or service, the business can choose to give you a free session instead of a replacement or refund. Mark Boyce offers additional coaching where necessary, only if there is a major fault from Uniquely Me Coaching. If you have a concern, please email. For a major problem with a service, you can choose to receive compensation for the drop in value below the price paid, or a partial refund. This will require investigation by the Uniquely Me Coaching Owner and evidence that this service was not satisfactory or clear. The decision for a refund will be at the discretion of Uniquely Me Coaching. Uniquely Me Coaching does not offer full refunds for services that are complete regardless of the 48-hour cooling off period— amendments and/or a credit will be given in this event.
49. As an act of good faith, Uniquely Me Coaching offers a 48-hour cooling off period, in the instance that a client changes their mind. This is above and beyond the consumer law and will be determined on a case-by-case basis. This request needs to be written in an email within 48 hours of purchase. Refunds requested after 48-hours will not be considered, unless it meets the 'major problem' criteria outlined above. Instead, a credit will be issued (this can be transferred to another person at the request of the customer). You will also not be eligible for a refund once the work has commenced, regardless of the 48-hour policy. All refunds are subject to a 5% administration and servicing fee, this will be deducted from the total amount and a refund supplied in 3-5 working days.

CANCELLING YOUR SERVICE

50. If you have a problem with a service, take the following steps:
 1. Contact the Owner verbally or in writing to explain the problem. If the Owner cannot fix the service in a reasonable time, state that you want to cancel the service contract.
 2. If relevant, also ask the Owner to compensate you for any damages or losses caused by the problem. This will be at the discretion of Uniquely Me Coaching.
 3. If you've paid for the service and it has already started or been delivered, negotiate a

refund to cover the services that failed and any advance payments.

4. Show proof of purchase with a receipt or bank statement.

51. Uniquely Me Coaching also has the right to terminate the contract and service with them, should the customer act unlawfully, copy or exploit the materials or service provided, abuse staff, or insist on starting the service again after the use by date.

SERVICES YOU CAN'T CANCEL

52. You must pay for services you've received under a service contract that worked as expected.

53. You can't cancel a service contract or get a refund if the problem was outside the control of the Owner or if you:

1. Changed your mind
2. insisted on having a service provided in a particular way, against the Owners advice,
3. failed to clearly explain your needs to the Owner.

CONSULTATIONS CHANGES & CONDITIONS

54. This applies to any service with a private consult with Mark Boyce. Prior to any Uniquely Me Coaching consultation, you will be required to complete a questionnaire and return it to mark@uniquelymeoaching.com.au; this will be sent to you via email within 24 hours from payment. Should the customer fail to return this document within the 1 hour before the allocated consult time then Uniquely Me Coaching has a right to reschedule or charge an additional fee for the extra time added to your appointment, and an additional \$97.00AUD will apply to re-book.

55. Should a customer choose to cancel or reschedule an appointment time, Uniquely Me Coaching require notice at least 48 hours prior to the consultation time. Any reschedules or cancelation requests that do not meet the 48hours policy are required to email mark@uniquelymeoaching.com.au with the request. A \$97.00AUD fee will occur to rebook.

56. Failure from a customer to attend or be more than 10 minutes late to an appointment will automatically forfeit the appointment. To rebook a \$97.00AUD fee must be paid or Uniquely Me Coaching has the right to cancel your service without refund. The customer will not be able to receive the service again until this payment has been made.

LIABILITY IS LIMITED

57. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under Australian Consumer Laws.

YOUR INDEMNITY

58. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our site, Uniquely Me Coaching or through use of our products or services.

YOUR FEEDBACK

59. We welcome enquiries or feedback on our site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

60. If you have questions or comments regarding this site, or Uniquely Me Coaching products or services, please email us at mark@uniquelymeoaching.com.au