

# CAREER CLARITY COACHING SESSION TERMS AND CONDITIONS

## Background

Janelle Wehsack is a life and self-belief coach, supporting professional women to improve their lives and careers via her signature coaching framework that combines clarity, mindset and action.

Janelle Wehsack Coaching is a registered business name and forms part of DISTANT FRANCOPHILE ENTERPRISES PTY LTD, ACN 651 745 014 ("Company")

By clicking "Buy Now," "Purchase," "Pay & Confirm" or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you ("Client") agree to be provided with products, programs, or services by Janelle Wehsack ("Coach"), acting on behalf of DISTANT FRANCOPHILE ENTERPRISES PTY LTD, ACN 651 745 014 ("Company"), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions.

You are deemed to have accepted the terms in this Agreement upon paying fees for the Career Clarity Coaching Session.

## Terms and Conditions

### 1. The Program:

Janelle Wehsack Coaching currently offers the following coaching session ("Session"):

#### 1.1 Career Clarity Coaching Session

This single coaching session is for women looking for support with a current career challenge.

#### Inclusions

- 1 x 45 minute coaching session.

#### Term

You understand and agree:

1.2 This agreement will begin upon the payment of the Session fees.

1.3 It will apply for the duration of the relevant Session

1.4 Coach reserves the right to substitute services equal to or comparable to the Session for Client if reasonably required by the prevailing circumstances.

1.5 Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.

1.6 Coach reserves the right to terminate the Session at any time for any reason.

1.7 Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of

the coaching sessions. Coach may revise methods or parts of the Session based on the needs of the Client.

1.8 Sessions will be scheduled as appointments by mutual agreement between the Client and the Coach.

1.9 24 hours notice required to reschedule appointments.

## **2. Fees and Payment:**

2.1 All Session fees are as advertised on the website.

2.2 Session fees may change from time to time, and the website will be updated accordingly with new pricing.

2.3 All payments must be completed online via Stripe or bank transactions.

2.4 Session fees are to be paid prior to the Session appointment time.

### Late payments

2.5 A five-day grace period is applied to late payments.

2.6 Janelle Wehsack Coaching reserves the right to vary fees at any time.

## **3. Refund Policy:**

You understand and agree:

### Change of mind

3.1 Coach does not offer refunds to ensure that clients are fully committed to the Session.

3.2 Client remains liable for the remainder of the Session fee regardless of whether you paid in full or by payment plan.

3.3 Client remains liable for the balance of the payment owed to Janelle Wehsack Coaching.

3.4 Failure to pay at any time is a breach of this Agreement, and we are entitled to seek legal relief and remedy for this breach and recover the debt you owe.

3.5 Outstanding accounts will be referred to a third party for debt collection.

## **4. Content Release and Availability:**

4.1 Calls are delivered on Zoom.

4.2 Client is responsible for ensuring the details you provide are correct and current.

## **5. Confidentiality**

1.1 All information shared with Janelle Wehsack during coaching sessions is confidential and will not be shared with a third party unless required by law.

## **6. Intellectual Property and Copyright**

6.1 In respect of the documents specifically created for the Client as part of this Session, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement.

## **7. Disclaimer**

You understand and agree:

7.1 By participating in the Session, Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and her services do not replace the care of other professionals. The information in this Program is in no way to be construed or substituted as psychological counselling or any other type of therapy or professional advice.

7.2 The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or coaching provided.

7.3 The Coach may provide Client with third-party recommendations for such services as marketing, photography, business, health, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

7.4 Any testimonials, earnings, or examples shown through Coach's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs, courses, and/or services. Client acknowledges that Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Coach's website, programs, products or services.

## **8. Limitations of Liability**

8.1 By using DISTANT FRANCOPHILE ENTERPRISES PTY LTD services and purchasing this Session, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at the user's own risk.

## **9. Dispute Resolution**

You understand and agree:

9.1 You will contact Janelle Wehsacki immediately with any concerns for quick and effective resolution through friendly consultation.

9.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:

- a. You must advise Janelle Wehsack in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
- b. You agree to meet with a key representative of Janelle Wehsack via Zoom in good faith to seek to resolve the dispute by Agreement and compromise.
- c. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute for resolution to the Victorian Small Business Commission.
- d. Both parties must attend the dispute resolution activities provided by the Victorian Small Business Commission in good faith to seek to resolve the dispute.

9.3 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either Party is unsuccessful.

9.4 Confidentiality is paramount to both parties' personal and professional reputations and standing in their business and community.

9.5 At no time will any communications or discussions be made public, including but not limited to any social media platforms or websites of either Party.

9.6. Any public discussion or comments about either Party will be considered defamatory, harmful or otherwise damaging. They will be the subject of compensation in any mediation or litigation claim.

## **10. Governing Law**

You understand and agree:

10.1 The Terms and Conditions of this Agreement are governed and construed under the laws of Victoria, Australia.

10.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia

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By proceeding with your payment, you accept the Terms and Conditions contained in this Agreement.

Thank you.

Janelle Wehsack

Distant Francophile Enterprises Pty Ltd