

MICHELLE



PATTERSON

**ORDER FORM****PRODUCT/SERVICE DETAILS**

PRODUCT/SERVICE:

FULL PAYMENT: \$

DATE:

PAYMENT  
PLAN

Deposit of \$

today, and then \$

per week / month for

weeks / months

**CUSTOMER DETAILS**

FIRST NAME:

LAST NAME:

DATE OF BIRTH:

DRIVER'S LICENSE NUMBER:

ADDRESS:

STATE:

POSTCODE:

PHONE:  
(home)

WORK:

MOBILE:

EMAIL:

**PAYMENT DETAILS:**

Credit Card Type (please circle one)

Mastercard

VISA

Amex

*NB: 3% merchant fee applies*

Card Number:

\_ \_ \_ \_ / \_ \_ \_ \_ / \_ \_ \_ \_ / \_ \_ \_ \_

CVV/CID

(on back of card) \_ \_ \_

Name on Card:

Expiry Date:

\_ \_ / \_ \_

Signature:

**NOTES:**

STAFF NAME:

STAFF SIGN:

**TERMS & CONDITIONS**

By ticking this box and signing below you are agreeing that you have read, understood and agree to be bound by the terms and conditions of sale as specified on the attached pages.

Signature:

Date: \_ \_ / \_ \_ / \_ \_

www.michellepatterson.com.au

## TERMS & CONDITIONS, DISCLAIMER

### For Michelle Patterson Products/Services

Please refer below to the terms and conditions regarding the purchase of Michelle Patterson (hereinafter "mp.com.au") services/trainings/consulting/coaching/mentoring or products (the "training package (s)"). If you have any queries relating to the specific terms and conditions for any membership or product, please contact us by emailing [michelle@michellepatterson.com.au](mailto:michelle@michellepatterson.com.au) or by calling +61 418 684 846

#### Engagement:

1. Thank you for accepting our offer to present the Consulting/Coaching/Mentoring/Trainings Services or Packages to you. By placing an Order, you acknowledge that you have read our Terms & Conditions (also available at [www.michellepatterson.com.au](http://www.michellepatterson.com.au)) and agree that the placement of the Order together with these Terms & Conditions form a contract between you and us.

#### Cancellation:

2. If you advise us in writing within 14 days from signing this agreement (see clause 23) that you do not wish to receive our Services or coaching/mentoring/training packages, this agreement shall be at an end. We shall then refund to you all monies that you have paid to us, less any fees accrued under this agreement within 14 days after the return (at your own expense) of any products/services that you may have already received.

#### Time, Place & Delivery of Services:

3. Your payment of the Investment to us entitles you the right to be at the location and hours as agreed regarding the Services; and to receive a copy of the materials as necessary for Services (subject to clauses 13 to 14) as agreed on the Purchase Order Form.

4. When delivering Services, we may change the days/hours and or location for any reason by notifying you in writing of the change and detailing substitute days/hours/location and we shall have no liability to you; and you shall make no claim against us (including for a refund), in respect of the same.

#### Investment & Payment:

5. You may pay to us in consideration of the Services or the training packages; (a) the Investment Sum in one lump sum on accepting of the Order by you without set off, deduction or counterclaim; or (b) if we have agreed that you may pay by instalment, you must pay each instalment to us in full and without set off or deduction of the Instalment Sum on the Instalment Payment Dates.

Note: Orders for a couple enrollment will be the sole responsibility of the primary purchaser and all payments associated with orders for a couple enrolment will be due from the primary purchaser.

6. Payments made under this agreement must be made by the means specified in the Order.

7. If you should not pay to us an Instalment Sum by the Instalment Payment Date for that Sum then ALL monies owing by you to us shall become due and owing and must be immediately paid to us without set off or deduction or counterclaim and without need for further demand. A late payment fee of \$60 may also be incurred.

8. Should you continue to default on this payment, Michelle Patterson will, at its discretion, refer your details to a debt collection agency to recover the outstanding balance. Until the debt is paid in full, your account will remain on hold and no further orders/services will be taken.

9. If Payments are not made by the due dates, the order/services may be cancelled and no refund or credit will be given.

#### Refunds:

10. We may cancel the Services or delivery of the training package for any reason by written notice to you. We will then refund you the Investment you have actually paid to us within 7 days of giving you notice of cancellation. We shall have no further liability to you in respect of the cancellation.

11. You acknowledge that you shall not be entitled, and shall not claim a refund other than by strict compliance with Clause 2 or Clause 10. You further acknowledge that this is an essential term of this agreement on which we rely.

#### Transferring Your Attendance for Services to Another Person

12. In the event that you are unable to attend the Services you have booked and paid for, you can transfer your placement to a nominated new attendee subject to notifying us and providing us with their full contact details at least 21 days before Services starts. The new attendee must also meet any relevant pre-coaching/mentoring/training criteria as applicable before the Services starts.

#### Transferring Services to Another Date:

13. In the event that you are unable to attend the Services you have booked and paid for, you may transfer your enrolment to the same Services on a future date only by notifying us in writing (see clause 23).

14. If we are not notified at least 21 days before the Services commence you will incur a transfer fee of 15% of the total value of the coaching/mentoring/training Services payable immediately.

15. You must attend the new service within twelve months of the initial transfer notification.

#### Non Attendance

16. If you do not attend the Services you have booked and paid for, without notifying us in writing prior to the services/coaching/training/mentoring commencing, your placement will be deemed to be abandoned by you and you will not be entitled

to any Services, any associated materials, gifts, nor any refund of money paid or other claim to any further compensation.

#### Intellectual Property:

17. We have all right, title and interest in all intellectual property used by us for the coaching/mentoring/training Services or in performing the Services (subject to the rights of the facilitators) and all intellectual property we may develop as a result of the performance of the Services.

18. In performing the Services for you, we do not transfer title to you in any intellectual property and title to all such intellectual property remains with us.

19. You may not use a recording device or record the Services; or alter any of our intellectual property or the materials or training; or copy or reproduce the content of the Services or the materials or trainings; or on-sell the intellectual property or the materials ("IP") or supply the IP to third parties.

#### Disclosures:

20. You acknowledge that neither we, any of our representatives or any person we engage to perform the Services or contents of the trainings/coaching/mentoring ('Relevant Persons') is an investment advisor or licensed by ASIC or any other governmental authority to provide investment advice.; that the Relevant Persons do not purport to provide investment advice or operate an investment advice business (as defined in the Australian Securities and Investments Commission Act 2001); and we may pay commissions to third parties arising from your entering into this agreement.

#### Other Documents:

21. Subject to the rights under the Privacy Act 1988, you may be required to complete and deliver to us other documentation, including questionnaires.

#### Limitation & Liability:

22. You agree to limit any claim on Michelle Patterson to the cost of re-supply of equivalent products of Services. The Trade Practices Act and similar State and Commonwealth Legislation in Australia may confer rights and remedies on you in relation to the supply of the Services which cannot be excluded, restricted or modified. Michelle Patterson does not exclude such non-excludable rights but does exclude all other conditions and warranties implied by custom, law or statute.

#### We:

- (a) Exclude all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ("Excludable Condition");
- (b) Limit our ability to you for breach of any Excludable Condition to the total amount actually paid by you under this agreement;
- (c) Limit our ability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the Services to the total amount actually paid by you under this agreement; and
- (d) Excludes all liability for contingent consequential direct indirect special or punitive damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Services or your exercise of rights under this agreement.

#### General:

23. All notices or other communications must be made to the addresses specified in the Order.
24. A notice given in accordance with clauses 2 & 13 are received if given to Michelle Patterson directly, on the date of delivery; if sent by post, within 3 days after the date of signing and receipt is confirmed by Michelle Patterson; if sent by fax, when Michelle Patterson have confirmed in writing receipt of the total number of pages of the notice; or if sent via email.
25. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
26. Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.
27. This agreement may not be varied except in writing signed by Michelle Patterson.
28. Should any provision of this agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
29. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.
30. This agreement is governed by the laws in force in the state of Queensland and the parties submit to the exclusive jurisdiction of the Courts of Queensland.