

SERVICES AGREEMENT

Terms and conditions on which Seville Elite Coaching provides services to consumers

Seville Elite Coaching provides services on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

We, us or **our** is a reference to Seville Elite Coaching;

You or **your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

Materials means any materials, goods, parts or items we need to buy in order to perform the Services;

Parties is a reference to both us and you;

Premises means the place where we will provide the Services; and

Services means the advice we will provide in connection with weight loss and improving health. The precise Services we will be providing to you will be stated in the website and as we agree from time to time.

2. Privacy

We will handle any Personal Information about you received by us in relation to the Website in accordance with our Privacy Policy which is available on the Website. You agree that these Terms and Conditions also include our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

3. Entering into a legally binding contract

- a. A contract between you and us will come into being in one of two ways:
 - i. When you sign on to the website, we and you will enter into a legally binding contract on the date you sign & submit the assessment/consultation form.
 - ii. Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- b. We suggest that before you sign the website or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- c. You should keep a copy of these terms and conditions for your records.
- d. If you agree orally or sign contract you also agree to the “no refund policy” except we decide otherwise case by case where at least 50% of payment will be withheld. You will also be responsible in paying for any future bookings and services provided in the background and given information.

- e. The payment will continue until you stop using our services.
 - i. The services can only be put on hold in serious situations.
 - ii. Reasoning considered as serious are where yours or somebodies health is being affected by an extremely tragic & unfortunate event.
 - iii. Any other reasons are not valid and if unsure please get in touch.

4. Providing the Services

- a. Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- b. Our aim is to always provide you with the Services:
 - i. using reasonable care and skill;
 - ii. in compliance with commonly accepted practices and standards in Nutrition, Fitness & Wellness; and
 - iii. in compliance with Australian laws and regulations in force at the time we are carrying out the Services.
- c. Our services include but are not limited to nutrition, fitness, supplementation, cbt, guidance, coaching & mentoring.

5. Days and times when we normally provide the Services and performance of Services away from the Premises

- a. Unless you and we agree otherwise, we will provide the Services on normal working days and start work no earlier than 9am and finish work no later than 5pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- b. The performance of some of the Services may take place away from the Premises or Online.

6. Price, estimates and payment

6.1. Our charges based on time spent

We normally charge for our Services on a subscription & time basis. We charge each client weekly with 12 weeks being the minimum of joining on a subscription basis as the initial program will be planned ahead for 12 weeks & time spent in providing our Services. Our rates, excluding GST, for performing the Services are set out on our website. It includes working hours behind the scene of planning and programming. The client must provide termination notice prior to expiry of the agreement to avoid ongoing fees. Failing to pay will result in dept collection.

6.2. Our charges based on an estimate

- a. If we provide an estimate then we will charge you the amount stated in the estimate rather than a charge based on the time taken in performing the Services. Note: we only provide estimates and not quotations or binding indications of how much we

will charge. Estimates are normally valid for a period of 7 days from the date they are given.

- b. As we provide an estimate we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:
 - i. what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services; or
 - ii. when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.
 - iii. changes in monthly rates or plans may take place. In this case, you will be notified or notice will be given at least a month prior to change.

8.3. When payment is required

Payment for our Services and the Materials is normally made in two ways, either:

- a. full payment at the time the Services are booked; or
- b. in a number of staged payments often involving:
 - i. full payment before we commence performing the Services; and
 - ii. weekly/monthly payment before and during performing the Services
 - iii. direct debit & 12 week subscriptions
 - iv. full 12 week payment upfront

Which option we will use will be indicated on the website.

8.4. GST

All amounts stated (whether orally or in writing) are exclusive of GST.

8.5. If you do not pay when required to

If you fail to make payment by the date or time we and you agree, we may:

- a. charge you a late fee of \$10 on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them; and/or
- b. if the amounts not paid, the automated system will try to collect the owed amount 3 times, if it fails to collect the due amount, we will forward it to a dept collection office.
- c. We do not cancel any subscription prematurely under any circumstances as the terms are clear from the beginning.

8.6. Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services.

7. Exclusion and limitation of liability

- a. We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- b. We do not claim to be a doctor or to cure any diseases and illnesses.
- c. We do not take responsibility for any injuries or death caused by executing our exercise plans or nutritional advice.
- d. By using our services you accept and understand all risks & claims.
- e. We do not cancel any subscriptions before 12 weeks due to financial hardship, sickness, or any other reason that may make it difficult to pay.

8. Reliance on Products, Services and Content

Seville Elite Coaching takes reasonable efforts to check the accuracy of all information contained in the Products and Content prior to publication, or in the Services when they are provided to you. However, Seville Elite Coaching cannot guarantee the accuracy, completeness or reliability of any information contained in the Products, Services and Content, including without limitation any nutritionist, fitness, food, health, medical or wellbeing advice. You acknowledge and agree that your use and reliance of the Products, Services and Content is on an “as-is” basis for which we hold no responsibility or liability.

We make no warranty, guarantee or representation as to the quality, benefit or any other characteristic of any Products, Services or Content. You solely assume the risk of the non-medical nature and limitations of nutritional & fitness services when using the Products, Services or Content. Without limiting the foregoing, we do not warrant, guarantee or represent that using or relying on the Products, Services or Content will result in weight loss, improve or alter your health in any specific way, treat a specific medical condition, or achieve any desired result within a specific timeframe.

The Products, Services and Content must not be used or relied on as a substitute for medical, healthcare or other relevant professional advice, or for the purpose of diagnosis or treatment of any medical condition. You should not use the Products, Services or Content for diagnosis or treatment of any health problem or for prescription of any medication or other treatment.

Before purchasing or using any Products, Services or Content, you should seek medical advice from a suitable medical professional.

Seville Elite Coaching is not responsible in any way for any hyperlinks to third party websites or host third party information or content on the Website. All third party content is the responsibility of its author, and Seville Elite Coaching does not endorse or represent the views or opinions contained therein.

The Products, Services & Materials given are not to be copied or duplicated. Under no circumstances are you to copy Seville Elite Coaching Format, Design and Business Model.

9. Communicating with us

- a. You can always telephone (our contact numbers are 0402573993).
- b. However, for important matters we suggest that you use writing and send any communications by email to sevilleelitenutrition@gmail.com

10. Termination of contract by you

- a. Once we and you enter into a binding contract you will normally not be able to terminate the contract, except where we agree or as otherwise provided for in this contract.
- b. If we agree to terminate the contract then you will be responsible for the cost of:
 - i. any of our time in performing the Services including advanced bookings up to the date we stop providing the Services; and

If you:

- i. purport to terminate the contract; or
- ii. give notice purporting to terminate the contract; or
- iii. otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you terminating the contract,

we do not have to accept your termination of the contract except as provided in paragraph (b) or as otherwise provided for in this contract. However, we may choose to accept termination of the contract, and if we choose to do so you will be required to pay to us the full amount of legally binding subscription & for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained

11. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- a. we need to do so in order to comply with changes in the law or for regulatory reasons; or
- b. we are changing the rates we charge for the provision of Services as provided for in clause 6; or
- c. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract; or
- d. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

12. Contacting each other

If you wish to send us any notice or letter then email to sevilnutrition@gmail.com

If we wish to send you a letter or notice we will use the address you have provided.

13. Description of Website

The Website is dedicated to: Providing general information about nutrition, food, health, fitness and wellbeing; and promoting, offering for sale and selling the Products and Services.

14. Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales and whole of Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.