

TERMS & CONDITIONS

GAP. Programs and Packages — Terms & Conditions

These are the terms and conditions that apply to the coaching programs, workshops, and digital resources offered by **GAP. Strategic Marketing Pty Ltd** (ABN 71 633 980 915) (“GAP.”, “we”, “us”, or “our”).

These terms are to be read together with any service agreement, proposal, or onboarding documentation you receive from us. Together, they form our entire agreement.

By enrolling in, accessing, or paying for any GAP. program, service, or resource, you confirm your understanding and acceptance of these Terms.

1. Programs and Packages

GAP. offers a range of coaching programs and digital resources designed to help founders, leaders, and professionals clarify, focus, and scale their growth. These include (but are not limited to):

- **Personal Branding Intensive**
- **All Group Coaching Programs**
- **Done-For-You LinkedIn Profile & Starter Kit**
- **All 1:1 Coaching**
- **The Executive Room**

- **Online Courses**
- **Resources & Tools Hub**

1.1 Delivery

Programs may be delivered online (via Zoom or similar), in person, or through a combination of both. Unless agreed otherwise, all sessions are delivered online.

1.2 Coaching & Support

(a) 1:1 coaching sessions are delivered as outlined in your proposal, as stated on website or landing page or your onboarding document.

(b) Group programs (such as LinkedIn for Toe-Dippers or Follow-Thru Club) include live calls, resources, and limited-time access to materials.

(c) Done-For-You services (such as LinkedIn Profile & Starter Kit) are structured as collaborative projects with defined timelines and deliverables.

1.3 Boundaries of Service

GAP. provides coaching, mentoring, and strategy services. We are not psychologists, counsellors, lawyers, accountants, or financial advisors and do not offer advice outside our professional expertise.

2. Scheduling and Term

- You are responsible for scheduling your sessions via the booking link provided.
- Sessions must be used within the term stated in your agreement or program materials.
- Unused sessions expire at the end of the term.
- 1:1 Coaching Packages have a 6 month expiry term.

- Payment Plans can be entered into regardless of completion of your package sessions.
 - A minimum of **48 hours' notice** is required to reschedule a session. Sessions must be completed within the program timeframe.
 - Missed or cancelled sessions without notice are forfeited.
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3. Fees and Payment

- Program and package fees are stated in Australian Dollars (AUD) and are inclusive or exclusive of GST as noted.
 - Full payment is required prior to commencement unless a payment plan has been approved.
 - Payment may be made via Stripe, credit card, or bank transfer.
 - For payment plans, you authorise automatic charges on the nominated payment method. Missed or failed payments may result in suspension of services or access.
 - Dishonour fees and recovery costs may apply for unpaid balances.
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4. Refund Policy

All GAP. programs are non-refundable once confirmed, except as required under Australian Consumer Law.

Due to the limited availability of coaching spots and the time invested in each participant, refunds are **not available** for:

- Change of mind or personal circumstances
- Missed sessions
- Scheduling conflicts or delays in participation
- Non-use of digital resources or Hub access

If GAP. cannot deliver the agreed services for reasons outside your control, a partial refund or credit may be offered at our discretion.

5. Conduct and Participation

You agree to:

- Attend all sessions on time and engage constructively
- Maintain confidentiality of any group or participant information
- Complete agreed pre-work or reflection tasks to maximise results

GAP. reserves the right to remove participants from a program (without refund) for disruptive, inappropriate, or unethical conduct.

6. Intellectual Property

All materials, frameworks, and resources provided through GAP. programs—including documents, videos, templates, recordings, and tools—remain the intellectual property of **GAP. Strategic Marketing Pty Ltd.**

You are granted a limited, non-transferable licence to use materials for your personal or internal business use only. You may not reproduce, distribute, sell, or share any materials without written permission.

7. Resources & Tools Hub

Access to the GAP. Resources & Tools Hub is included as part of select programs or available via subscription. Access is time-limited and may be revoked if payments are overdue or the subscription term ends. GAP. is not responsible for data storage or file backup within the Hub.

8. Disclaimers

All GAP. programs are designed for educational and professional development purposes. They do not guarantee specific business or financial outcomes.

Results depend on your effort, application, and unique circumstances. GAP. makes no representations regarding future earnings, growth, or performance.

Our coaching and content are **not substitutes** for professional legal, financial, psychological, or medical advice.

9. Limitation of Liability

To the fullest extent permitted by law:

- GAP.'s total liability is limited to the amount paid by you for the specific program or service.
- GAP. will not be liable for indirect, incidental, or consequential loss (including loss of income, opportunity, or data).

10. Confidentiality

Both parties agree to maintain the confidentiality of any business or personal information shared during coaching sessions or group programs.

Exceptions apply where disclosure is required by law.

11. General Terms

- **Relationship:** GAP. acts as an independent contractor, not as your employee or partner.
 - **Assignment:** Programs are personal and cannot be transferred to another individual or organisation.
 - **No Waiver:** Any delay or flexibility from GAP. does not waive our rights under this agreement.
 - **Governing Law:** These terms are governed by the laws of Western Australia, Australia.
 - **Entire Agreement:** These terms, together with any service agreement or proposal, form the full agreement between you and GAP.
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Contact

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