



TERMS AND CONDITIONS

Welcome to coaching!

Coaching gives you the opportunity to engage in one-on-one services with Ashley Waknine, an ICF certified, professional coach.

These Terms and Conditions (Terms) govern your coaching agreement with Ashley Waknine, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Ashley Waknine at ask@ashleywaknine.com if you have any questions before purchasing sessions or engaging in the coaching process.

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

Ashley Waknine's services are intended for people aged 18 and over.

ACCEPTANCE OF TERMS

By purchasing and engaging in services offered by Ashley Waknine, you agree to be bound by these Terms, which you acknowledge that you have read and understood.

We may change all or part of these Terms at any time. If we do, the new terms and conditions will be provided to you through the scheduler before you book your next appointment. Your updated initial 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 coaching services.

GENERAL DISCLAIMER

All of Ashley Waknine's services are intended for coaching purposes only, as identified in the client informed consent document. No content provided to you by Ashley during provision of services, purports to offer legal, medical, tax or other professional advice. Use caution before acting on any information.

Ashley Waknine provides support, coaching, resources and tools for you to set goals, determine priorities and achieve results, 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.

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.

You acknowledge and agree that Ashley Waknine, its directors, principals, employees and representatives are 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.



EARNINGS AND INCOME DISCLAIMER

Ashley Waknine cannot and does not make any guarantees about your ability to get results or earn any money with ideas, information, tools, or strategies throughout the coaching process. You acknowledge that there is an inherent risk in any activity and agree there is no guarantee that you will achieve your coaching objectives as a result of your purchase of coaching services.

REGISTERING YOUR DETAILS

Before you purchase our services, you must register your details with us.

You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.

We may at any time request a form of identification to verify your identity.

If you are a registered user, you acknowledge and agree that:

You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);

You will immediately notify us if your Password is lost or becomes known to any other person;

You are solely responsible for all access to and use of this site whether such access or use is by you or any other person.

To the extent that you provide personal information, Ashley Waknine will treat such information strictly in accordance with her Privacy Policy.

CANCELLATIONS, RESCHEDULING, NO-SHOWS AND TARDINESS

You may cancel or reschedule any session up to 24 hours in advance. Refunds are not offered to anyone who no-shows or cancels last minute beyond written proof of an emergency situation.

Technical difficulties such as an inability to access GoTo Meeting are not a valid reason to no-show. Please familiarize yourself with GoTo Meeting in advance and arrive early to avoid unforeseen issues.

Coaching sessions are strictly limited to 25 minute and 50 minute sessions. Ashley is unable to extend the length of any session due to tardiness.



REFUND POLICY

To claim a refund for an initial consult or any pay-as-you-go coaching session, you must adhere to the guidelines of our cancellation/rescheduling policy.

Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the discretion of Ashley Wagnine.

**** 30 Day Committed Action Guarantee**

To claim a refund for the Kick Starter, Flexi, or Intensive packages, you must attend coaching on a weekly or bi-weekly basis. You must arrive to all sessions on time and adhere to the cancellation and rescheduling policy. You must email all completed homework to ask@ashleywagnine.com within 30 days of the start date of your chosen package.

Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the discretion of Ashley Wagnine.

PROMOTIONS AND CONSULT STRATEGY SESSIONS

If you use a promotion code for your private consult and do not adhere to the cancellation/rescheduling terms, you will not be eligible for a new consult at the discounted rate.

Ashley Wagnine reserves the right to deny future coaching to anyone who does not adhere to the cancellation/rescheduling terms.

Promotion codes are valid for one consult strategy session only.

CONFIDENTIALITY

Ashley Wagnine agrees to respect your confidential and proprietary information, ideas, plans and collectively, Confidential Information. By initiating coaching services, you agree to respect the same rights of Ashley Wagnine, her products and services employees and representatives.

You agree:

That any confidential information shared is confidential and proprietary and belongs solely and exclusively to Ashley Wagnine.

Not to disclose such information to any other person or use it in any manner other than in discussion with Ashley Wagnine in sessions.

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 authorized by us.

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.

While you are free to discuss your personal results from our services, you are not obligated to do so by us.



RIGHT TO TERMINATE

Ashley reserves the right to terminate your coaching services without refund if you breach any of the terms in this agreement or conduct yourself in an inappropriate, or unlawful manner. Termination is determined by Ashley Waknine in her sole discretion.

FINANCIAL TERMS

The cost, cancellation and refund, if any, details of our products and services are set out below:

Coaching Service	Retail Price	Duration	Cancellation	Refund
Consult Strategy Session	\$40	20 minutes	See cancellation terms	If cancelled without breach of cancellation terms
25 minute pay-as-you-go coaching session	\$45	25 minutes	See cancellation terms	If cancelled without breach of cancellation terms
50 minute pay-as-you-go coaching session	\$90	50 minutes	See cancellation/ rescheduling terms	If cancelled without breach of cancellation terms
Kick Starter Package	\$243	6 x 25 minute sessions	See cancellation/ rescheduling terms	30 day Committed Action Guarantee
Flexi Package	\$486	6 x 50 minute sessions or replace any 50 min. with 2 x 25 minute sessions	See cancellation/ rescheduling terms	30 day Committed Action Guarantee
Intensive Package	\$1,134	14 x 50 minute sessions or replace any 50 min. with 2 x 25 minute sessions	See cancellation/ rescheduling terms	30 day Committed Action Guarantee

Online Payments

Invoices for any Ashley Waknine service are automatically generated and can be requested at any time by emailing ask@ashleywaknine.com.

Our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:



You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us.

If payment is defaulted or not received, you authorize us to debit any outstanding funds from your nominated account without need for notification at a future date.

Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.

We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.

We reserve the right to on-sell or otherwise authorize a debt-collection or other authorized agency to collect any amount not paid by you.

We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.

We endeavor to work with clients who have financial difficulties to ensure actions such as those listed above do not happen.

From time to time, Ashley Waknine may offer the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be in good standing at the time of purchase.

Any refund requests will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds may be granted at the discretion of Ashley Waknine.

COPYRIGHT AND TRADE MARK NOTICES

All material on our Site, in our coaching relationship or otherwise delivered by us is subject to copyright. While you may browse or print Our Content for non-commercial, personal 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.

You acknowledge that you do not acquire any ownership rights by using our site, services or our content.

The trademarks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Ashley Waknine. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Ashley Waknine, in any manner that is likely to cause confusion with customers, or in any manner that disparages Ashley Waknine.

Nothing contained on our Site or in our coaching services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Ashley Waknine will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.



LIABILITY IS LIMITED

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 United States Consumer Laws.

We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, services or our Content.

In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of or reliance upon our Site, Services or Our Content.

YOUR INDEMNITY

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, or through use of our products or services.

NO ASSIGNMENT

You cannot transfer or assign sessions from purchased coaching packages without Ashley Waknine's prior written consent.

We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

DISPUTE RESOLUTION

Should a dispute arise between us, we strongly encourage you to contact Ashley Waknine at ask@ashleywaknine.com to seek a resolution. Any reasonable requests will be considered and Ashley Waknine will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

APPLICABLE LAW

These Terms shall be construed in accordance with and governed by the laws of the United States of America and the state of Florida. You consent to the exclusive jurisdiction of the courts in Florida to determine any matter or dispute which arises between us.

If you have questions or comments regarding this Site, or Ashley Waknine products or services, please email us at ask@ashleywaknine.com.

Ashley Waknine
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