

Thank you for registering your interest in our 2023 Mastermind Program. In order for this Program to run as smoothly and make your experience as enjoyable as possible, we have set out some terms and conditions in this document. Please carefully read and understand this document, as payment of the Second Instalment constitutes an acceptance of these terms and conditions. If anything is unclear, please just ask.

In these terms and conditions, the reference of “we”, “us”, “our” or “The Design Coach” refers to The Design Coach Australia Pty Ltd trading as The Design Coach Australia (ACN: 637 826 147). The term “you”, “your” or “participants” refers to any person seeking to register into this program with us.

The terms and conditions set out in this document (**Terms**) form an agreement between you and The Design Coach under which you contract us to arrange and deliver program arrangements to you. By registering with us, you acknowledge that you have read and agree to be bound by these Terms.

These Terms apply to programs operating between **1 January 2023 and 31 December 2024** as well as programs for future dates until updated.

We reserve the right to alter or modify these Terms prior to your submission of a booking request.

Definitions

In these Terms, the following definitions apply unless stated otherwise:

1. **‘Package Approval’** means your formal approval of the final Confirmed Package Fee as expressed by payment of the Deposit.
2. **‘Application’** means your formal request to be included in the Mastermind Program (as confirmed by payment of the Deposit) and will be decided based on review of your Application Questionnaire.
3. **‘Booking Confirmation Notice’** means the written notice sent via email from The Design Coach to you that indicates that your Application has been approved, and your provisional booking is a confirmed booking.
4. **‘Commencement Date’** means the date on which the 2023 Mastermind Program commences, being **10 October 2023**.
5. **‘Confirmed Package Fee’** means the fee of the total cost of the Mastermind Program as related to the specific Package you choose at the time of registration (Standard or Premium).
6. **‘Early Bird Discount’** is a limited offer available only on the Premium Package.
7. **‘Cut-off Date’** means the date by which all interested participants must have paid the first instalment (deposit) and second instalment (confirmation) being **26th September 2023**.
8. **‘Mastermind’** or **‘Program’** means the **2023 Mastermind Program** as organised by The Design Coach.
9. **‘Conference’** or **‘Conference Program’** means the **2 Day Conference Retreat** included as an option within the Mastermind Program.
10. **‘Deposit’** means the amount paid as first instalment and is refundable pending approval by us for your participation in the program.
11. **‘Terms’** means the terms and conditions set out in this document.
12. **‘Third Party Supplier’** means a third party who is not the employee, agent, or representative of the Design Coach and who will provide various services as set out in these Terms to you in the Milan Trip.

About The 2023 Mastermind Program

1. The Standard Package in the 2023 Mastermind Program includes the following:
 - 2024 Business Strategy Template (value \$2,500)
 - Presentation of 2024 Business Strategy live via Zoom during the Conference Retreat
 - 12-month Accountability Program (value = \$6,000)
 - 2 Hour Business Strategy Workshop with Andrew Mitchell (value = \$1,100)
 - 2 Hour Mindset Workshop with Louise Walker (value = \$1,100)
 - 2 Hour Financial Strategy Workshop with Lauren Thiel (value = \$1,100)
 - 2 Hour Marketing Strategy Workshop with Fiona Killackey (value = \$1,100)
 - 2 Hour Business Development Workshop with James Lambrou (value = \$1,100)
 - 3 x 1-on-1 Coaching Sessions with Andrew Mitchell (value = \$1,050)
 - 1 Hour 1-on-1 Financial Focus Session with Lauren Thiel (value = \$450)
 - 1 Hour 1-on-1 Marketing Focus Session with Fiona Killackey (value = \$450)
 - 1 Hour 1-on-1 Business Development Focus Session with James Lambrou (value = \$450)
 - 12 Months Access to the TDC Complete Package Online Courses (value \$1,520)
 - Wrap Up Gala Dinner (value = \$250)
 2. The Premium Package in the 2023 Mastermind Program includes the following **additional** features:
 - 2 nights' accommodation at Mitchelton Winery in Nagambie, Victoria
 - 2 breakfasts, 2 lunches, 2 dinners
 - In Person Presentations of the 2024 Business Strategy at the Conference Retreat
 - Group Review of business strategies for 2024
 - 2 x Half Day Workshops with Guest Presenters
 - Return Bus Transfers from Melbourne to Nagambie
 3. The Design Coach organises, manages and co-ordinates the Conference, but does not provide services that are provided by Third Party Suppliers. In particular, the above Package Fees do not include:
 - Flights (international or domestic);
 - Transportation outside the transfers nominated in the Conference Inclusions
 - Meals other than those stipulated;
 - Optional additional accommodation;
 - Costs associated with evacuations and other emergencies; and
 - Travel insurance costs.
 4. The accommodation in the Conference is for single-share room. Please note twin share is not an option.
 5. The Gala Dinner will be hosted in the Australian State with the most Mastermind Members. All travel costs (flights, transfers, accommodation) associated with attending the Gala Dinner are not included in the Mastermind package prices.
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Registering

6. Your deposit payment is only a provisional booking and is subject to our Formal Approval of your Application. A provisional booking is not a confirmed booking nor is it a guarantee that your provisional booking will become a confirmed booking. We reserve the right to decline any booking request for any reason.
7. Once you have paid the Deposit, we will email you a link to an Application Questionnaire. If your Application is accepted we will inform you via email. Once you have received the acceptance email, your Second Instalment is due within 14 days (or no later than 26 September 2023) to confirm your place in the Program. Payment of the Second Instalment can be made via direct debit, or credit card (2% surcharge) and constitutes an acceptance by you of these Terms.
8. If your Application is rejected, the Deposit will be fully refunded to you.
9. The minimum number of participants required for a Mastermind Program is 10 and the maximum is 12. If by the Cut-off Date of 26th October 2023, we have not obtained the minimum number of participants, we have the sole discretion to terminate these Terms and cancel the Mastermind, in which case you will be refunded all payments made.
10. Once you have paid the Second Instalment, we will issue a Booking Confirmation Notice via email to those who have paid. The Booking Confirmation Notice indicates that your provisional booking is a confirmed booking and forms a binding agreement between you and us subject to these Terms. All bookings are provisional until a Booking Confirmation Notice is issued. The date of the Booking Confirmation Notice constitutes the Booking Date.
11. You acknowledge that due to processing times and delays there may be more provisional bookings than the maximum Mastermind participant capacity. Should this occur, we will issue Booking Confirmation Notices to provisional bookings based on a first-come-first-served basis. Once participant capacity is fulfilled, we will refund any deposit monies paid by the remaining provisional bookings that fall outside the maximum capacity to the respective customer.

Payment

12. Once the Second Instalment has been paid and a Booking Confirmation Notice is provided, you will be issued an invoice for the balance of the Confirmed Package Fee (**Balance**).
 13. Balance payments are paid via EFT (or Credit Card with a 2% fee) to our nominated bank account as per the Payment Schedule listed at the end of these terms. Full payment of the Balance must be received prior to 13 February 2024.
 14. Credit card payments can be arranged upon request. A surcharge of 2% will be added to the total amount when using Mastercard or Visa Cards. Amex or Diners will incur a 2.5% merchants service fee. This amount is added to the amount payable.
 15. All prices quoted to you by us are in Australian Dollars and are based on foreign currencies and exchange rates at the date of the invoice.
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16. Payment plans are available upon request. Plans need to be established prior to the commencement of the program (10 October 2023).
17. Failing to make a payment without prior arrangements having been made will result in a default against this contract. If the account is not rectified within 30 days, the contract may be terminated, and the member may be removed from the Program.

Our Services

18. The Design Coach will provide our Services and other arrangements and services in our reasonable control with reasonable skill and care.
19. Should you not wish to partake in a particular workshop, activity or itinerary item, you are free to do so on the understanding that there will be no refund partial or in full for the portion of the Mastermind Program you withdraw from.

Intellectual Property Rights and Copyright

20. In the Mastermind, various workshop material will be shared with you. You acknowledge and agree that all such presentations, notes and workshop material, both electronic and physical (**Workshop Material**) are exclusively the intellectual property of The Design Coach. This includes both Workshop Material that you specifically receive as a copy to be kept and material which you are merely privy to in the course of the Mastermind.
21. Upon receiving full payment of the Confirmed Package Fee, we grant to you a royalty-free, non-exclusive, non-transferable, non-shareable and non-sublicensable licence to you to use the Workshop Material for the purposes of the Mastermind. However, this licence is for personal use only, meaning it cannot be distributed or sold commercially. You may not reproduce, modify or redistribute for any purpose other than approved in these Terms or distribute to a third party for any such purpose the Workshop Material without our written permission.

Amendments to Mastermind Program

22. In the event of an unforeseen circumstance, we reserve the right to alter or amend the Mastermind Program, including to the Program Itinerary and Conference Itinerary, in order to maximise your experience.
23. There may be situations in which these alterations and amendments will be made with little to no notice to you. However, we will always endeavour to notify you as soon as practicably possible. We will always endeavour to make alterations or amendments that of equal standard or quality of the initial Mastermind Program.
24. To the fullest extent permitted by law, we will not be liable to you in respect of incidental expenses or consequential losses as a result of any alterations or amendments to the Mastermind Program.

Third party Suppliers

25. We will engage a Third Party Supplier to provide you with services as part of our inclusions, such as guest-speakers, hoteliers, or transport companies. However, we do not provide the services supplied by a Third Party Supplier. We do not employ the Third Party Supplier nor do we have control over or responsibility for the services of the Third Party Supplier.
26. To the fullest extent permitted by law, we will not be held liable to you for any harm, loss, damage or injury attributable to the services, actions or omissions of a Third Party Supplier. The Third Party Supplier is solely responsible and liable for the services they provide you. All such claims you may have this regard must be directed against the Third Party Supplier.
27. If you have a complaint or dispute with a Third Party Supplier, you agree that The Design Coach is no way a mediator or liaison between you and the Third Party Supplier and you must communicate and engage directly with the Third Party Supplier. The Design Coach will provide you with the contact details of the Third Party Supplier to allow your direct communication. However, any further assistance is at our sole discretion.
28. You acknowledge and agree that you will be bound by the policies and terms and conditions of Third Party Suppliers.

Conference Attendance

29. It is your responsibility to arrange all flights and transportation to ensure that you are in attendance at the nominated meet-up point at the nominated meet-up time. The meet-up point and the meet-up time will be emailed to you at least **60** days before the Commencement Date or with the Booking Confirmation Notice.
30. The Design Coach is not responsible or liable for your late arrival or your non-arrival, including due to airline delays. You agree that responsibility and costs for your late arrival or non-arrival are to be borne by you alone. No refund or partial refund will be available to you for missed inclusions in the Conference due to your late or non-arrival.
31. You agree that you will immediately inform The Design Coach as soon as you reasonably expect you may be late or unable to arrive. We may, but are not obliged to, assist you to ensure you are able to attend the Conference under alternative arrangements and transportation, such arrangement and transportation and its costs to be your sole responsibility.

Conference Accommodation and Venue

32. As part of the Confirmed Premium Package Fee, we will book accommodation and venues on your behalf. However, we do not supply accommodation or venues ourselves, nor are we responsible or liable for the supply of the accommodation or venue.

33. You acknowledge and agree that the terms and conditions and other policies of the accommodation and venue suppliers will apply to you, and both you and The Design Coach will be bound by such documents. The accommodation and venue supplier may charge further costs to you for services beyond those which we have incurred on your behalf, such as room service costs, which you agree to pay.
34. We will not be held liable or responsible for any damage to the property or breakage of goods of the venue or accommodation. You further agree that we will not be responsible or liable for the loss of your personal property in whatever circumstances.
35. You are not permitted to bring or invite guests to the venue or accommodation without prior consent. Additional costs may be applied.
36. Should you have special requests relating to accommodations and venues, such as adjacent rooms, bedding requests, dietary needs and accessibility, you must advise us at the time of booking. We will pass on your request to the accommodation and venue supplier. However, it is ultimately beyond the control and responsibility of The Design Coach and we cannot guarantee a request or requirement can be catered to.

Travel Insurance

37. If you are taking part in the Conference or are travelling for the Gala Dinner, we recommend that you are adequately insured for your flights/transfers and for the duration of the Conference. We strongly recommend you seek adequate travel insurance which will cover you for personal accident, death, unforeseen cancellations, medical expenses, illness, personal liability, loss of property or any additional expenses. This is a general recommendation and does not constitute professional advice.
38. You agree and acknowledge that The Design Coach will not cover you for the cost of any unforeseen cancellations, medical requirements, illness, loss of property or any such expenses during and in relation to the Mastermind Program.

Conference Cancellations by You

39. If you wish to cancel your attendance at the Conference, you must inform us immediately in writing via hello@thedesigncoach.com.au.
40. Depending on the timing of a cancellation, the following conditions will apply:
 - (a) If the cancellation occurs 60 days or more before the Commencement Date of the Conference, a TDC Credit Note (to the value of the portion of the payment made towards the Conference cost) will be offered, less a 30% fee to cover unrecoverable costs including accommodation cancellation fees, administration costs and booking cancellation fees.

- (b) If the cancellation occurs within 60 days but more than 30 days before the Commencement Date of the Conference, a TDC Credit Note (to the value of the portion of the payment made towards the Conference cost) will be offered, less a 60% fee to cover unrecoverable costs including accommodation cancellation fees, administration costs, and general booking cancellation fees.
 - (c) If the cancellation occurs within 30 days of the Commencement Date of the Conference, no refund or credit will be offered.
41. Unrecoverable Costs cover will cover costs paid to and cannot be recovered from Third Party Suppliers, such as accommodation costs, reasonable administrative costs and other costs as dependant on the respective policies of Third Party Suppliers.
42. TDC Credits can be used for alternate services at The Design Coach for a period of 2 years.

Conference Cancellations by Us

43. We reserve the right to cancel, reschedule or suspend the Conference due to unforeseen circumstances beyond our control or due to a Force Majeure Event. A Force Majeure Event is an event which is unforeseeable, unavoidable and in which no party can be held accountable for, including war, the threat of war, civil strife, pandemic, terrorist activities, acts of government and natural disasters.
44. If we cancel the Conference due to an unforeseen circumstances or Force Majeure Event, you acknowledge and agree that you are not entitled to a full refund of the monies paid. However, The Design Coach will offer you the transfer of all payments made by you made by you to a TDC Credit Note (**Credit Note**), which can be used against a rescheduled Conference, subject to the Rescheduled Conference clause below.
45. A Credit Note can be applied to all services and events offered by us and is valid for 2 years from the date of issue.
46. You acknowledge and agree that The Design Coach is not responsible or liable for any incidental expenses or consequential losses that you incur as a result of a cancelled Conference, including but not limited to flights, costs of activities and services you have paid for separate to the Conference, loss of earnings or loss of enjoyment.

Rescheduled Conference

47. Should the Conference be rescheduled, all payments made by you will be transferred for the new Conference dates and The Design Coach inclusions will be transferred free of charge. However, some further additions and changes to the Conference may be necessary due to the change in dates. We will endeavour to the best of our ability to secure the original accommodation and services from Third Party Suppliers. However, we cannot guarantee this and, if not possible, we will make all efforts to source a similar alternative.

48. You agree and acknowledge that further fees may be applicable where prices of Third Party Suppliers have increased due to the date change or where alternative provisions of the same quality and in the same price range cannot be reasonably sourced. If there are unforeseen increases in local operator costs, taxes or any government action that results in a price increase in the Conference inclusions, you acknowledge and agree these costs will be passed on to you.
49. You agree and acknowledge that The Design Coach is not responsible or liable to you for any additions, inclusions or modifications to the Conference as a result of the reschedule.
50. If we reschedule the Conference due to an unforeseen circumstances or Force Majeure Event, and you are unable to attend the new dates, you acknowledge and agree that you are not entitled to a full refund of the monies paid. However, The Design Coach will offer you a transfer of all payments made by you made by you to a TDC Credit Note (**Credit Note**),
51. A Credit Note can be applied to all services and events and is valid for 2 years from the date of issue.

Conference Health and Safety

52. Should you feel unwell during the Conference, we reserve the right to require you to retire from the Conference and undergo COVID-19 testing. Should you test positive, you agree to follow all required and appropriate Australian government guidelines for quarantine/self-isolation. All costs associated with an extended stay and/or medical costs will not be covered by The Design Coach.

Conference Special Requirements

53. Where you have certain special requests or requirements, The Design Coach will endeavour to accommodate such requests and requirements. The Design Coach will attempt to include and pass-on such requests to all involved Third Party Suppliers. However, you acknowledge and agree that we cannot guarantee this, as this is dependent on the capacity and discretion of Third Party Suppliers and the standards and discretions of the destination country.
54. Any special requirements or requests with services excluded from the Conference, including flights, are not our responsibility and should be directly towards the appropriate party.

Conference - Optional Extension of Accommodation

55. Members may extend their stay before or after the Conference at their sole discretion. However, all costs associated with extended stay, including travel and accommodation costs, are purely the responsibility of the individual.
56. We, and the Third Party Suppliers, may provide you with suggestions for such optional activities. However, we make no representation or warranty regarding these activities, and such suggestions are not taken to be advice and does not render us or the Third Party Supplier making the suggestion liable or responsible for the optional activity.

Conference - Marketing

57. During the Conference, we may take photographs, videos or recordings of you and your participation in the Conference, including reproductions of a likeness of you that may identify you. You consent to our use of such material for the marketing, promotional and branding purposes of The Design Coach in any medium we choose. You will not be entitled to any royalty or commissions for use of photographs, videos or recordings featuring you.
58. If you do not consent to our use of your image or likeness, please advise us via email at hello@thedesigncoach.com.au prior to the commencement of the Conference.

Conference - Complaints and Disputes

59. If you have a complaint during the course of the Conference, please let one of the tour operators know (in person) at the earliest opportunity and we will endeavour to assist to rectify the issue.
60. If you do not feel your complaint was resolved, please put your complaint in writing and email to hello@thedesigncoach.com.au and we will follow up at the completion of the Conference.

Conference - Acceptance of Risk

61. It is your responsibility to seek medical advice to determine your fitness to participate in the Conference. We recommend you consult your local doctor, travel medical service or appropriate medical practitioner before participating. By participating in this Conference, you warrant that you have sought medical advice for any pre-existing conditions which may impact your ability to participate safely in the Conference and that you have obtained medical approval. You must also inform us prior to the Conference of any such medical conditions and requirements you may have.
62. Management of any medical conditions, needs and requirements is your sole responsibility. This includes ensuring you have in your possession and access to all necessary medications.
63. To the fullest extent permitted by law, we will not be liable for any injury or loss suffered by you if you fail to undertake reasonable steps to ensure your own health and safety.

Conference - Authority and Conduct

64. You agree to act with all due respect and courtesy during the Conference. It is important that you cooperate with us at all times and conduct yourself with all common decency and manner to ensure the Conference is a pleasurable experience for all involved.
65. We may from time to time make decisions or give instructions on matters likely to affect the safety, well-being or enjoyment of a participant in the Conference or the group as a whole. You agree and acknowledge that any such decision is final.

66. However, you acknowledge and agree that we are ultimately unable to control the behaviour of another traveller or any other third party you encounter, and therefore we accept no responsibility or liability for you, another traveller, or any third party.
67. We reserve the right to, acting reasonably, terminate these Terms and require you to depart from the Conference if we feel that your conduct is inappropriate or threatens or disrupts the safety and enjoyment of other members. If this occurs, you will not be entitled to a refund for the remained of the Conference, nor will we liable to you for any additional costs incurred by you due to and associated with your departure. We may also elect not to accept your participation in future events, trips or programs booked with us.

Disclaimers and No Warranties

68. Except as set out in this document, and without excluding or limiting your rights under Australian Consumer Laws and consumer guarantees, we disclaim all other warranties, guarantees and representations.
69. In particular, we make no warranty, guarantee or representation about the information provided to you in our workshops, and such information, including any suggestions, is general in nature and not to be considered professional or legal advice. You acknowledge and agree that The Design Coach accepts no liability for any loss or damage which you may suffer in reliance on such information, including a claim against us for loss of profits.
70. You further acknowledge that we make no warrant, guarantee or representation about the services supplied by Third Party Suppliers, such as the standard and quality of the workshops, transport, experiences, meals and accommodation that you experience. We accept no liability for any loss or damage which you may suffer in relation to such services.

Privacy Policy

71. By booking and participating in the Mastermind Program, you will be required to provide us with your personal information. Any of your personal information that we collect may be used for any purpose associated with the organisation, administration and operation of the Mastermind, or to send you marketing material in relation to events and special offers from The Design Coach.
72. We may also disclose your personal information to Third Party Suppliers in order to enable us to make the necessary arrangements and operations in the Program.
73. We will otherwise treat your personal information in accordance with our privacy policy, available for viewing at [The Design Coach website](#).

Limitation of Liability

74. You agree and acknowledge that The Design Coach will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.
75. To the fullest extent permitted by law, The Design Coach excludes, and you release us and all our officers, employees, agents and representatives from, all liability for:
- (a) any damage to, or loss of, property or injury to or death of persons directly or indirectly resulting from an act or omission of a Third Party Supplier;
 - (b) any loss, damage, claim or expense caused by the acts or omissions of yourself, including your breach of these Terms; and
 - (c) any loss, damage, claim or expensed caused by a Force Majeure Event.
76. Where our liability cannot be excluded, our liability shall be limited to the cost of supply of our services to you.

Indemnity

77. You agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities and expenses, including costs of litigation and reasonable legal costs, resulting directly from:
- (a) Your use of our services;
 - (b) Your participation in the Mastermind Program; or
 - (c) A breach or alleged breach by you of these Terms.

Jurisdiction

78. These Terms are governed by and are to be constructed in accordance with the laws of the State of Victoria and Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Victorian Courts.

- End of Terms -

PROGRAM PAYMENT SCHEDULE

First Instalment (Deposit)	\$500	Paid at the time of Registration.
Second Instalment (Confirmation)	30%	Due 14 days after Formal Program Acceptance (no later than 26 th September 2023)
Third Instalment	40%	Due 5 th December 2023
Fourth Instalment	Balance	Due 13 th February 2024