

SuperchargedU Coaching – Terms & Conditions

Version: 2025-09-11 • Jurisdiction: Australia (QLD law) • ABN: 20 920 870 857

1. Coaching Services & Scope

- 1.1 **Nature of services.** Coaching is a future-focused, action-oriented process supporting personal growth, parenting, mindset, and lifestyle improvements.
 - 1.2 **Not therapy or professional advice.** Coaching is not therapy, counselling, psychology, legal, medical, or financial advice. You should seek independent, qualified professional advice where relevant.
 - 1.3 **Educational content.** All program content, tools, examples, and figures are informational/educational only. Any figures, timeframes, or outcomes are illustrative.
 - 1.4 **Client responsibility.** You are solely responsible for decisions, actions, and outcomes arising from coaching.
 - 1.5 **Mental health.** Coaching does not diagnose or treat mental health conditions. If you are in crisis or at risk of harm, contact 000 or an emergency service immediately.
 - 1.6 **Commitment.** You agree to communicate openly, complete agreed actions, and engage in good faith.
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2. Fees & Payment Terms (Stripe Plans Included)

- 2.1 **Options.** Program fees may be paid upfront (discounts/bonuses may apply) or via an approved instalment/payment plan processed by Stripe (card or bank account where available).
- 2.2 **Full-fee commitment.** By selecting a payment plan, you agree to pay the full program fee in scheduled instalments regardless of attendance or completion, except under the Results Guarantee (cl. 6) or as required by the ACL.
- 2.3 **Auto-billing authority.** You authorise SuperchargedU Coaching and Stripe to automatically charge your nominated payment method for (a) the initial instalment at checkout and (b) each subsequent instalment on the agreed due dates.
- 2.4 **Keep details current.** You must keep your payment details valid and current. Where supported, you authorise Stripe to update card details from your bank/network and to use a backup payment method saved to your Stripe/Link account if the default fails.
- 2.5 **Failed/late payments.** If a payment fails or is late, we may (a) retry the charge; (b) suspend access to sessions/materials/communities until paid; (c) charge a reasonable admin fee per failed/late payment; and (d) refer the account to debt recovery, in which case you are liable for reasonable recovery costs.
- 2.6 **Chargebacks/reversals.** Bank or card chargebacks do not cancel your fee obligation. If a dispute is raised with your bank, you remain liable for the outstanding balance and any processor fees where the chargeback is not upheld.
- 2.7 **Deposits.** Deposits (if applicable) are non-refundable and secure your place, except as required by the ACL.
- 2.8 **Currency & tax.** Prices are in AUD. SuperchargedU Coaching is not registered for GST, so GST is not charged on program fees. Tax invoices are available on request.
- 2.9 **No mid-term cancellation of plans.** Instalment plans are a payment commitment for the total program price,

not a cancellable subscription. Requests to cancel payments are treated as early termination and do not waive the remaining balance unless approved in writing or required by the ACL or the Results Guarantee.

2A. Stripe & Billing (Consumer Terms Acknowledgement)

2.10 **Processor.** Payments are processed by Stripe. Your use of accelerated checkout, saved details, “Link,” and related features may also be subject to Stripe’s consumer terms and privacy policy.

2.11 **Saved/backup methods.** If you save details or use Link, you authorise Stripe to store and charge those details for scheduled instalments and, where enabled, to use a backup method if the primary fails.

2.12 **Bank payments.** Where you authorise bank debits, you permit debits for the Total Authorised Amount per your plan schedule and reasonable retries if a debit is returned.

2.13 **Electronic notices.** You consent to electronic receipts and notices relating to billing and your plan. Some settings can be managed via Stripe/Link interfaces.

3. Cancellations, Rescheduling & Conduct

3.1 **Rescheduling.** Minimum 48 hours’ notice is required to reschedule a session.

3.2 **Late/no-show.** Sessions cancelled with less than 48 hours’ notice, or unattended without notice, are forfeited.

3.3 **Behaviour.** We may terminate or pause services if behaviour is unsafe, abusive, or breaches these Terms.

3.4 **Payments continue.** Rescheduling or cancelling a session does not pause or cancel your payment plan obligations (see cl. 2.9).

4. Session Expiry & Booking Policy

4.1 Use-by periods by program

- **Return to U (9x 1:1 sessions):** must be booked and completed within **4 months** of purchase.
- **Practical Separation Essentials Kit (4 hours of support):** must be booked within **15 months** of purchase.
- **Rise & Rebuild Package:**
 - Return to U sessions: within **4 months**
 - Practical Kit support: within **15 months**
- **Mini Program (Return to U condensed version):** all sessions must be booked within **4 months**.
- **Online Programs (self-paced):** access available for **15 months** from purchase.

4.2 Forfeiture of sessions

- Sessions not used within the above periods are **forfeited**, with no refund or transfer.
- Clients may apply for an extension in writing. Approval is at our discretion.

- Where SuperchargedU Coaching is unable to deliver sessions due to issues on our end, an extension will be provided equal to the length of disruption.

4.3 Client responsibility

It is the client's responsibility to schedule sessions within the timeframe. SuperchargedU Coaching is not obligated to provide reminders.

4.4 Rescheduling & cancellations

Sessions cancelled or rescheduled with less than **48 hours' notice** may be forfeited at our discretion.

4A. Free or Sponsored Programs

4A.1 Discretionary nature. Free, sponsored, or scholarship-based sessions or programs ("Free Programs") are provided at the full discretion of SuperchargedU Coaching. Participation is a privilege, not an entitlement, and may be withdrawn at any time.

4A.2 Alignment with values. Access is conditional on the participant demonstrating behaviour consistent with SuperchargedU Coaching's values of respect, accountability, and personal responsibility. We may pause or withdraw access where we reasonably believe these values are not being upheld or where conduct breaches our community guidelines.

4A.3 Safety and scope limitations. SuperchargedU Coaching may cancel, refuse, or discontinue participation in any Free Program if we reasonably believe that a participant is involved in circumstances relating to domestic or family violence, substance abuse, or any other issue outside our scope of practice or area of professional competence. In such cases, we may refer participants to appropriate professional or crisis services.

4A.4 Access period and expiry. The same cancellation, rescheduling, and expiry rules apply as set out in Clause 4. Unless otherwise stated, Free Program sessions must be used within four (4) months from the date access is first granted.

4A.5 Non-transferable. Free or sponsored sessions cannot be exchanged, transferred, sold, or redeemed for cash.

4A.6 Changes or withdrawal. SuperchargedU Coaching reserves the right to amend, suspend, or discontinue any Free Program at any time, including the eligibility criteria, structure, or number of sessions provided, without prior notice.

5. Refunds (Outside the Guarantee)

5.1 General rule. Fees are non-refundable once the program commences, except (a) under the Results Guarantee (cl. 6) or (b) as required by the ACL.

5.2 Provider-initiated refunds. If SuperchargedU terminates services for reasons outside your control, we may

provide a fair-value partial refund, without limiting ACL rights.

5.3 Processor disputes. Please contact us first for any refund request. Bank/card chargebacks may delay resolution and do not replace these pathways.

6. Results Guarantee (Rise & Rebuild Program)

6.1 Our commitment. If, within 30 days of purchase, you have genuinely engaged but are not experiencing progress, you may request a refund.

6.2 Eligibility. You must:

- (a) Attend/cooperate with sessions and complete first-month exercises;
- (b) Provide written feedback explaining the lack of progress; and
- (c) Supply evidence of participation (e.g., completed workbooks, attendance, attempted actions).

6.3 Outcome. If approved, we will refund fees paid to date for the program (less any goods/services already delivered that hold standalone value) and cancel remaining instalments. This Guarantee is in addition to ACL rights.

7. Confidentiality, Privacy & Data

7.1 Confidentiality. We will keep your private information confidential, except where disclosure is required by law or where there is a risk of harm to you or others.

7.2 Privacy. We handle personal information in accordance with our Privacy Policy (available on request or website). By engaging us, you consent to necessary processing to deliver services, billing, and communications.

7.3 Third-party processors. We use secure third-party platforms (e.g., Stripe, scheduling/video tools). Their use is governed by their own terms and policies.

8. Intellectual Property & Licence

8.1 Our IP. All program materials, frameworks, workbooks, videos, and downloads are owned or licensed by SuperchargedU.

8.2 Licence to you. We grant you a personal, non-transferable, non-exclusive licence to use materials for your own learning during and after the program. You must not share, sell, reproduce, or create derivative works without written consent.

8.3 Testimonials & media. With your explicit consent, we may use testimonials, first name/initial, and images for marketing. Consent can be withdrawn for future uses by written request.

9. Group & Community Participation

- 9.1 **Safe environment.** Be respectful, keep discussions constructive, and protect the confidentiality of others.
- 9.2 **Moderation.** We may remove posts or restrict access to preserve community safety and values.
- 9.3 **No guarantees from peers.** Views expressed by peers are their own and are not professional advice.
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10. Disclaimers & Liability

- 10.1 **Results vary.** Individual results depend on your effort and circumstances. We do not guarantee specific outcomes, income, or timelines.
- 10.2 **ACL.** Nothing in these Terms excludes, restricts, or modifies any guarantee, warranty, term, or condition implied or imposed by the ACL that cannot lawfully be excluded.
- 10.3 **Liability cap (to the extent permitted by law).** To the maximum extent permitted by law, our total liability arising from or in connection with the services is limited to the amount paid for the program giving rise to the claim, except where the ACL requires otherwise.
- 10.4 **No indirect loss.** To the extent permitted by law, we are not liable for indirect or consequential loss, loss of profits, or loss of opportunity.
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11. Indemnity

You agree to indemnify and hold harmless SuperchargedU Coaching, its officers, employees, and contractors from claims, losses, or costs arising from your breach of these Terms or misuse of the services, except to the extent caused by our negligence or breach of the ACL.

12. Force Majeure

We are not responsible for delays or failures caused by events beyond our reasonable control (e.g., outages, illness, pandemics, government restrictions, disasters).

13. Termination

- 13.1 **By us.** We may suspend or terminate services for breach, safety concerns, non-payment, or misuse.
- 13.2 **By you.** You may discontinue attendance at any time; however, payment plan obligations continue per cl. 2.2 and 2.9, subject to the Results Guarantee and ACL rights.
- 13.3 **Effect.** On termination, access to materials/communities may cease. Accrued rights and obligations survive.
- 13.4 We may also terminate Free Programs at any time at our discretion, without obligation to provide further sessions or compensation."
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14. Complaints & Dispute Resolution

14.1 **Talk to us first.** Most issues resolve quickly—please email enquiries@superchargedu.com.au.
14.2 **Escalation.** If unresolved, we may suggest an independent mediation (each party to bear their own costs) before litigation, without limiting your ACL rights.

15. Governing Law

These Terms are governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of QLD courts.

16. Notices & Contact

SuperchargedU Coaching

Email: enquiries@superchargedu.com.au

Phone: 07 5431 1330

17. Acceptance

By enrolling, paying, or attending any session, you agree to these Terms, including the payment plan commitments, refund framework (Results Guarantee + ACL), and session expiry policy.