

THE KOA COLLAB TERMS AND CONDITIONS

GENERAL

- 1.1 In these Terms:
- (a) **Agreement** means any order or booking relating to our Programme, together with these Terms.
 - (b) **You** means the person booking the Programme.
 - (c) **Programme** means the applicable The Koa Collab online programme.
 - (d) **The Koa Collab, We or Us** means Carla Michelle Hendry trading as The Koa Collab, and her successors and assigns.
 - (e) **Terms** means these Terms and Conditions.
 - (f) **Website** means the www.olgaandelle.co.nz website operated by us.

2. PURCHASE AND PRICE

- 2.1 The Programme is purchased on the Website.
2.2 Each purchase will constitute a separate contract on the terms of this Agreement.
2.3 Prices stated on the Website include Goods and Services Tax.

3. PAYMENTS

- 3.1 **Payment in advance:** We require full payment in advance to purchase a Programme.
3.2 **Credit card payments:** If you pay by credit card or Afterpay you agree to indemnify us against any default by your credit card company or by Afterpay to make payment to us in full. This includes where chargebacks are applied to your payment.
3.3 **Defaults:** In cases where we provide you with credit, if you fail to make payment in full of any amount payable pursuant to this Agreement on the due date that will constitute a default. In cases of default and without prejudice to any of our other rights or remedies, simple interest at 1.5% per month will be payable on demand from the due date until payment.
3.4 **Recovery costs:** You indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by you to make due and punctual payment.

4. CANCELLATION AND REFUND POLICY

- 4.1 You may cancel a Programme purchase by emailing us at sales@olgaandelle.co.nz. The Price of a cancelled Programme will be refundable as follows:
(a) Cancellation more than 14 days after the Programme start date, the amount of any refund is at our discretion;
(b) Cancellation before or within 14 days after the Programme start date, 100% refund.
4.2 Other than as above we do not cancel purchases or provide refunds except as required by law. Even if you do not make use of your Programme will not be entitled to a refund. If you have any concerns about your purchase, you can contact us at sales@olgaandelle.co.nz.
4.3 If we cannot proceed with a scheduled session, we will notify you as early as possible and reschedule the session.

5. ATTENDANCE EXPECTATIONS

- 5.1 **Attendance:** For one-on-one Programmes, calls or in person appointments will be booked as appropriate. You are required to make and attend scheduled appointments. If you will be late, you must give us at least 24 hours' written notice. If you need to reschedule, we will do that within 7 days provided you give us at least 24 hours' notice. A missed appointment will only be rescheduled at our discretion. For group Programmes, you agree to make every effort to attend and be present on time.
5.2 **Cooperation:** You agree that you will always comply with our reasonable instructions while participating in Programmes. If you disrupt a group session to the detriment of other participants or our presenters and/or cause health and safety concerns, we may ask you to leave.

6. LICENCE AND INTELLECTUAL PROPERTY

- 6.1 We own all intellectual property rights in our Website and Programme content. Your purchase entitles you to personal use of the content you gain access to. You acknowledge that you may not share, copy or distribute this content in any way to any other person.
6.2 We reserve the right to cancel your Programme access effective immediately if we find that you have breached these Terms.
6.3 **Images release:** We may seek your consent to use images or videos that include you (for example participating in a group activity) for the promotion of the Programme.

7. DISCLAIMERS AND LIABILITY

- 7.1 **Consumer Guarantees Act:** As a consumer, you have certain rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Those rights apply alongside these Terms and are not affected by anything in this clause.
7.2 **Programme content:**
(a) **In order to participate in the Programme you must be at least 6 weeks post-partum and have medical clearance from your general practitioner and/or pelvic floor physiotherapist.**
(b) You acknowledge that the content we provide does not constitute medical or mental health advice. If you have any specific questions about

- any medical matter you should consult your doctor or other professional healthcare provider. If, at any time, you think you may be suffering from a medical condition or you experience any unusual pain, discomfort or bleeding you should cease the workouts and seek medical advice.
(c) We do not and cannot guarantee that you will achieve specific results from using the Programme.
(d) Programme and Website content is not intended to be used by persons under 18 years of age.

8. GENERAL

- 8.1 **Events outside our control:** If any cause beyond the reasonable control of The Koa Collab including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or ingredients, embargo, accident, emergency, inclement weather, natural event or other contingency interferes with delivery by The Koa Collab or with the performance by The Koa Collab or any of its obligations under this Agreement then The Koa Collab may at its sole discretion suspend its performance of any such obligation or cancel this Agreement and will not be liable to you in any respect.
8.2 **Severability:** If any clause or provision of this Agreement is held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment will not affect the remaining provisions of this Agreement which will remain in full force and effect as if such clause or provision held to be illegal or unenforceable had not been included.
8.3 **Waiver:** This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We may only waive a term or condition in writing, and such waiver will only apply to the particular transaction to which it refers.
8.4 **Privacy Policy:** Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in delivery of our services (such as Afterpay). We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the supply of the services and any future like arrangement or arrangements.
8.5 **Electronic Communications:** You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages, please use the "unsubscribe" function and you will be removed from the mailing list.
8.6 **Governing law and jurisdiction:** This Agreement is governed by and construed in accordance with the laws of New Zealand in English, and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.