

Peak Coaching – Terms & Conditions

Welcome to **Peak Coaching**. These Terms and Conditions outline how our coaching services operate and the expectations we uphold to deliver a high-quality, results-driven experience.

By joining Peak Coaching, accessing our programs, using our online platform, or receiving any service from us, you agree to the terms below.

If you do not agree, you should not use our services.

1. Our Services

Peak Coaching provides personalised, evidence-based coaching to individuals across Australia and internationally. Our services include:

- **Face-to-Face Personal Training**
Structured, goal-driven coaching sessions delivered by qualified professionals.
- **Online Coaching & Nutrition Support**
Individualised strength programs, macro planning, nutrition guidance, and behavioural coaching delivered via the Peak Coaching App.
- **Online And Face to Face Coaching**
A combination of in-person sessions plus online programming and accountability.
- **Initial Consultation**
A one-time, educational session to assess your goals, training history and outline our coaching model.

Our coaching model is grounded in professionalism, transparency and client empowerment.

2. Payments, Billing & Minimum Commitment

Payments are managed securely through our third-party direct debit provider.

- **Billing Frequency:** Weekly, as agreed at sign-up.
- **Minimum Term:** All coaching begins with a **4-week minimum commitment**. This allows time for onboarding, assessment and program development.
- **Included in Your Coaching Fee:**
 - Training program

- Nutrition guidance
- Weekly updates
- Communication and accountability
- **Payment Obligation:**
Billing continues during the commitment period regardless of usage or engagement.

Failure to maintain payment obligations may result in suspension of services.

3. Refunds & Change of Mind Policy

Due to the personalised nature of our coaching:

- **No refunds** are provided once programming, meal planning or onboarding has begun.
- **24-Hour Change of Mind:**
You may withdraw within 24 hours of sign-up **only if** program development has not started.
- All coaching, plans, sessions and consultations are **non-refundable** once delivered.

We encourage open communication early if you have concerns.

4. Delivery of Services

- Initial programs and resources are typically delivered within **7 business days** of your onboarding consult being completed.
- **In-Person Services:** Provided at pre-arranged times.
- **Online Services:** Delivered through the **Peak Coaching App**, where updates, check-ins and resources remain accessible.

Clients are responsible for ensuring they have a device capable of using the app.

5. Client Responsibilities

To get the most out of Peak Coaching, clients must:

- Provide accurate information (weight, metrics, photos, biofeedback, training data).

- Engage consistently with the program and communication.
- Attend sessions on time and respect scheduling rules.
- Maintain Peak Coaching community values: professionalism, respect and honesty.

Low engagement or breach of expectations may result in review or removal from coaching.

6. Cancellation, Rescheduling & No-Show Policy

To protect coaching time and maintain fairness:

- **No-Shows:**
Full session fee may be charged, and a make-up session is not guaranteed.
 - **Late Cancellations (<24 hours):**
The session may be forfeited unless an alternative time is available within the same week.
 - **Rescheduling:**
Subject to coach availability within the current week only.
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7. Exiting Your Coaching Agreement

If you choose to end your coaching:

- A **4-week written notice period** is required (email or written message).
- Billing continues through the notice period.
- Coaching services remain available during this period unless otherwise agreed.

This protects the time and planning invested into your program.

8. Results Disclaimer

- Peak Coaching does **not** guarantee specific outcomes such as weight loss, muscle gain, strength increases, or body composition results.
 - Results depend on your consistency, adherence, effort, and lifestyle factors.
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9. Intellectual Property

All programming, resources, methods, graphics, and written materials supplied by Peak Coaching remain our intellectual property.

- **Permitted Use:** Personal use only while an active client.
 - **Not Permitted:** Sharing, copying, redistributing or repurposing any materials without written approval.
 - **Access:** May be revoked immediately upon cancellation or termination.
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10. Personal Data, Photos & Social Media

Peak Coaching collects data to deliver personalised coaching, including photos, metrics and progress data.

- We may use **anonymised or permission-based** client results for marketing or educational purposes.
- If you do **not** want your photos or data used, you must notify us in writing.

All data is managed in accordance with Australian privacy laws.

11. Grounds for Immediate Termination

Peak Coaching may terminate services immediately, without refund, for:

- Repeated non-payment
- Abusive or inappropriate behaviour
- Ongoing non-engagement or disregard for coaching guidance
- Breaches of Peak Coaching values or expectations

We are not required to provide saved content or continue services after termination.

12. Dispute Resolution

We value clear and respectful communication. If issues arise:

1. Discuss the matter openly with your coach.
2. If unresolved, we may engage a neutral third-party mediator.
3. Legal action or debt collection will only be taken once all reasonable steps have been exhausted.

13. Governing Law

These Terms and Conditions are governed by the laws of the **Australian Capital Territory** and operate in line with the **Australian Consumer Law (ACL)**.

14. Acceptance of Terms

By engaging with Peak Coaching services, you confirm that you:

- Have read and understood these Terms
- Agree to be bound by them
- Understand these Terms may be updated periodically