

Terms and Conditions for Touchstone Training & Coaching

Location: 20 Moore Rd, Springwood, New South Wales, 2777, Australia
Effective Date: October 1, 2025

1. Definitions

In these Terms and Conditions:

"Touchstone," "We," "Us," "Our" refers to Touchstone Training & Coaching (ABN: 98 692 456 511) of Springwood, NSW.

"Client," "You," "Your" refers to the individual or entity engaging in Services with Touchstone.

"Services" means the Sales Training programs, Coaching sessions, workshops, consulting, and any associated material provided by Touchstone.

"Agreement" means these Terms and Conditions and the specific written proposal or quotation provided to the Client.

"Material" means any documents, templates, methodologies, recordings, or training aids provided by Us to You during the course of the Services.

2. Acceptance of Terms

2.1. By signing the service proposal, making a payment for Services, or otherwise engaging with Touchstone, the Client agrees to be bound by these Terms and Conditions.

2.2. These Terms constitute the entire agreement between Touchstone and the Client and supersede all prior discussions, agreements, or representations.

3. Scope of Services

3.1. Touchstone agrees to provide the Services as detailed in the specific written proposal or scope of work agreed upon by both parties.

3.2. Touchstone provides training, coaching, and guidance based on professional experience and industry best practices. We do not guarantee specific sales results, revenue increases, or financial outcomes. The Client acknowledges that results depend on the diligent implementation of the Material and other factors outside of our control.

4. Fees and Payment

4.1. Fees: The fees for the Services are set out in the agreed-upon proposal. All prices are stated in Australian Dollars (AUD) and are exclusive of GST, unless otherwise stated.

4.2. Invoicing: Invoices will be issued in accordance with the payment schedule outlined in the

proposal.

4.3. Payment Terms: Payment is due within seven (7) days of the invoice date, or as otherwise specified in the proposal. Services will not commence until the initial payment has been received in full.

4.4. Late Payment: Touchstone reserves the right to charge interest on overdue invoices at a rate of 2% per month, compounded daily, or suspend the provision of Services until all outstanding amounts are paid.

5. Client Responsibilities and Conduct

5.1. The Client must provide all necessary information, access to relevant personnel, and timely feedback required by Touchstone to deliver the Services effectively.

5.2. For Coaching Services, the Client agrees to attend scheduled sessions promptly. Time lost due to late arrival by the Client will not be made up unless agreed upon by Touchstone.

5.3. The Client agrees that all employees or representatives participating in the training will maintain respectful and professional conduct towards Touchstone personnel and other participants.

6. Cancellation and Refund Policy

6.1. Client Cancellation of Training/Workshops:

a. If a cancellation notice is received 14 calendar days or more before the scheduled commencement date, the Client will receive a full refund of fees paid, less a 10% administration fee.

b. If a cancellation notice is received less than 14 calendar days before the scheduled commencement date, 50% of the total program fee will be retained by Touchstone.

c. If cancellation occurs less than 7 calendar days before commencement, or if the Client fails to attend, 100% of the total program fee is non-refundable.

6.2. Client Cancellation of Coaching Sessions:

a. Individual coaching sessions cancelled by the Client with less than 48 hours notice will be forfeited and charged at the full session rate.

6.3. Touchstone Cancellation: If Touchstone cancels a Service, we will either reschedule the Service at the earliest mutually agreeable time or provide a full refund for the cancelled portion of the Service.

6.4. No Refunds After Commencement: Once any portion of the Services (training or coaching) has commenced, fees paid are generally non-refundable.

7. Intellectual Property (IP)

7.1. All Material provided by Touchstone, including training slides, workbooks, coaching models, templates, and methodologies, remains the exclusive intellectual property of Touchstone Training & Coaching.

7.2. The Client is granted a non-exclusive, non-transferable license to use the Material solely

for internal business purposes relating to the specific Services received.

7.3. The Client must not copy, reproduce, distribute, or sell the Material to any third party without the express written permission of Touchstone.

8. Confidentiality

8.1. Mutual Confidentiality: Both parties agree to maintain the strict confidentiality of any proprietary or sensitive information disclosed by the other party during the course of the Services. This includes, but is not limited to, the Client's sales data, strategies, customer lists, and Touchstone's coaching methodologies and Material.

8.2. This obligation of confidentiality shall survive the termination of this Agreement.

9. Limitation of Liability

9.1. To the maximum extent permitted by NSW law, Touchstone's total liability for any claim arising out of or in connection with the Services or the Agreement shall be limited to the total fees paid by the Client to Touchstone for the specific Services under which the claim arose.

9.2. Touchstone shall not be liable for any indirect, incidental, special, or consequential loss or damage, including loss of profit, revenue, or anticipated savings, regardless of the cause.

10. Governing Law

10.1. This Agreement is governed by and construed in accordance with the laws of the State of New South Wales (NSW), Australia.

10.2. Both parties irrevocably submit to the exclusive jurisdiction of the courts of NSW.

Touchstone Training & Coaching

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