

TERMS OF TRADE

- A. Completely Human Pty Ltd (ACN 127 388 961) trading as Completely Human (“Completely Human”).
- B. The Client wishes to engage Completely Human for the purposes of providing You with lifestyle Services, fitness activities and/or social events including but not limited to life coaching, (“**the Services**”) on the terms and conditions contained in this Terms of Trade.

_____ (“**You**”) instructs Completely Human (“**Us**” or “**We**” or “**Completely Human**”) as follows:

1. We will act in Your best interests at all times and will not undertake Services without Your prior consent.
2. We will keep Your matter(s) confidential and are bound by the terms of the Privacy Statement on the reverse.

Our Fees and Disbursements

3. We will charge You a fixed rate plus GST (if applicable) for our professional Services including any initial consultation. _____ will have the day to day conduct of Your Services.
4. We will use our discretion whether GST applies to the fees. If GST does apply then We will issue You a receipt noting GST.
5. You agree that We may increase our fees by giving You one (1) month’s notice of the increase and specifying the updated fees by which We are to charge You.

Client’s Responsibilities

6. You understand and acknowledge that should You have any concerns regarding the Services and/or any pre-existing medical condition, that You should seek medical advice prior to proceeding with any of the Services.
7. You are to advise Completely Human of any change in Your general health at any stage. We may request You to attend Your general practitioner for a medical certificate.
8. You authorise Completely Human to take and/or disclose photographs of You and to use such photographs for the Completely Human website.

Invoices and Terms of Trade

9. We will invoice You on an ongoing basis for payment of Services directly provided by Completely Human. You may pay by the below credit card facility, cheque or via PayPal® on our website.
10. Payment is due within seven (7) days of the date of any invoice issued.
11. Credit card payments will incur a 1.5% credit card surcharge.
12. Any outstanding balance of an invoice will bear interest at the rate from time to time charged by Completely Human’s bankers on overdraft accounts (“**Late Payment Interest Rate**”).
13. Should You not pay our invoice within fourteen (14) days of receiving it, We are entitled to sue You for recovery of the money You owe Us.
14. We can terminate this Terms of Trade if an invoice or any balance is outstanding for longer than fourteen (14) days.
15. You acknowledge and consent to the receipt by Completely Human of commissions from other Services recommended by Completely Human or used by You. Completely Human may disclose such commissions to You.
16. Without limiting Completely Human’s rights under this Terms of Trade or otherwise, if any monies owed by You to Completely Human are not paid by their due date for payment, You must pay Completely Human upon demand:
 - 16.1 Interest at the Late Payment Interest Rate on those overdue monies from the date they became due until payment in full; and
 - 16.2 Completely Human’s legal and other costs of recovering payment on a full indemnity basis.

Provision of Services

17. We can cease providing Services if:
 - 17.1 You have not complied with this Terms of Trade or paid Your account within fourteen (14) days; or
 - 17.2 the relationship of mutual trust and confidence no longer exists.
18. You will remain liable to pay our costs and disbursements up to the time We advise You that We cease to act.
19. Completely Human may provide preliminary costs estimates for the Services but will not be bound by such estimates as costs may increase due to request changes and factors over which Completely Human has no control.

Services, Warranties and Limitation of Liability

20. Completely Human shall be under no liability to You in respect to any Services offered that are not fit for purpose.
21. For Services directly provided by Completely Human, all conditions and warranties, express or implied, whether arising by statute or otherwise as to the condition, suitability, quality, fitness for any purpose or safety of supplied are hereby negated and excluded to the full extent permitted by law and Completely Human makes no such representation and gives no such warranty and You acknowledge that Completely Human has not made any such representation or given any such warranty.
22. In regard to Services provided by Completely Human, You hereby acknowledge and agree that:
 - 22.1 In deciding to use the Services You have not relied in any way on Completely Human’s skill or judgement.
 - 22.2 You are satisfied as to the suitability of any Services offered and their fitness for purpose.
23. Completely Human’s liability for breach of a condition or warranty implied in Division 2 of Part V (other than s.69) of the Trade Practices Act 1974 is hereby limited to:
 - 23.1 In the case of Services provided by Completely Human:
 - (a) The supplying of the Services again; or
 - (b) The payment of the cost of having the Services supplied again.

General

24. We may provide Services to You before the date of the Terms of Trade. The Terms of Trade also covers those Services.
25. We may ask You to sign another Terms of Trade. Until We do, this Terms of Trade covers all matters and Services with Us.
26. This Terms of Trade is the entire agreement. It may only be amended only in writing by You and Us.
27. If any part of the Terms of Trade is void or voidable then the remaining parts remain enforceable.

