



## ***Growing Strong Ideas P/L Terms and Conditions***

1. By accepting these terms, the participant agrees to pay the Program fees (including GST) for the Program OR service using the payment method selected on the enrolment / booking form.
2. The participant accepts that they are required to pay the full amount of the program or service fees even if they do not complete the program or service.
3. If the participant is under 18, the parent/guardian is required to sign the enrolment form
4. If the participant is under the age of 18, the parent/guardian is responsible for the payment of the Program or Service Fees.
5. The duration of the Program or Service is stated in the program or service description and/or advised at time of engaging GSI P/L t/a Steps to Change or their subsidiaries.
6. Commencement date for the Program or Service is as stated in the program material, or booking date.
7. Program enrolment is complete when the participant has been granted access to the online program via log-in username and password. Enrolment fees must be paid in full before access is granted;
8. A participant may apply for a payment agreement with GSI P/L
9. Program commencement is effective from the scheduled group start date of the program or service rotation.
10. Program or Service duration starts at the scheduled group start date and finishes at the end of the stated program or service end.
11. Program Materials are supplied in an online environment, unless otherwise stated in the program description, and are available for viewing online and may not be downloaded;
12. The content of the online Program Materials, including copyright and all other such intellectual property rights contained therein, remain the property of GSI P/L. You may not reproduce any part of the online Program or Service Materials without the prior written consent of GSI P/L.
13. Program materials and program content are subject to change without notice.
14. Optional and additional resources or materials are available for most program and services. Most will be available via the internet and **you do not** need to purchase these materials to successfully complete your course.

### Direct Debit Payment Plan Policy

#### **15 Direct Debit Payment Term**

- 15.1 The participant agrees that the Contract becomes binding on the date that GSI P/L accepts the participant's completed Direct Debit Payment Plan (Commencement Date).
- 15.2 Unless terminated earlier in accordance with this Contract, the Contract will terminate on the date that is shown as the 'Final Payment Date' in the Direct Debit Payment Plan Application.
- 15.3 The period commencing on the Commencement Date and ending on the date referred to in clause 9 is the Term of the contract

#### **15.4 Deposit**

- 15.4.1 A deposit amount is payable to GSI P/L by the Participant before or on the Commencement Date as per the selected program description.
- 15.4.2 The total amount payable will be reduced by the amount of the deposit.

#### **15.5 Payments and Fees**

- 15.5.1 The Participant will make payment to GSI P/L of the total amount in accordance with the Direct Debit Payment Plan Application.
- 15.5.2 To facilitate payments under clause 16, GSI P/L may debit the Participant's nominated bank account in accordance with Paypal's Direct Subscription Plan Terms and Conditions
- 15.5.3 Transaction fees are payable as per the Paypal's Direct Subscription Plan Contract.

#### **15.6 Deferring a Payment**

- 15.6.1 P/L may, at its sole discretion, defer payments under clause 16 to another date if a request is received from the Participant at least 48 hours before the due date for payment.

#### **15.7 Altering Payment Plan**

- 15.7.1 Changes to the Payment Plan may occur, at GSI P/L discretion. A written request from the participant is required for consideration by GSI P/L



## 15.8 Dishonoured Payments

- 15.8.1 Where the Participant's direct debit payment is dishonoured, GSI P/L will attempt to effect the direct debit on each of the following 2 consecutive days after the missed due date.
- 15.8.2 GSI P/L will not be responsible for any fees the Participant incurs from their bank due to dishonoured payments.
- 15.8.3 Where a direct debit payment is declined, program access will be suspended until the arrears are paid in full.
- 15.8.4 A maximum of three (3) declined payments will be permitted. After the third declined payment, the direct debit payment plan will be suspended and full payment of the outstanding balance will be required.

**15.9 Payment Plan Availability.** Payment plans are available for select programs only.

## 15.10 Refunds and Program or Service Withdrawal

- 15.10.1 Growing Strong Ideas P/I Courses does not provide refunds if you change your mind or choose the service/product

## 16 Liability

### 16.1 Limitation of Liability

- 16.1.1 The participant is responsible to provide any and all relevant and accurate information pertaining to their medical condition, prescription, state of mind, and emotional vulnerability.
- 16.1.2 All information provided by GSI P/L and its subsidiaries is general health information and participants are encouraged to confirm information with their trusted Health Care Provider. The participant agrees that GSI P/L or its subsidiaries will not be held responsible for the consequence of any advice the GSI P/L, their subsidiaries, or staff provide to a participant as a result of inaccurate or incomplete information provided by the participant.
- 16.1.3 GSI P/L, their subsidiaries, or staff will not be liable if the participant does not follow the recommendations; purchases products other than what is suggested; takes suggested products in ways other than stipulated on the label, or as advised.
- 16.1.4 When a participant is engaged in a group activity in the Program or Service, the information and advice provided may not be relevant to all participants at that time and is directed to only one participant. If a Participant listens to a recording of any activity and choices to follow suggestions or recommendations directed to another participant, GSI P/L or its subsidiaries and, staff employees, or contractors will not be liable for any harm or misfortune.
- 16.1.5 To the extent permitted by law, GSI P/L hereby excludes any liability to the Participant in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Participant or any other person, or for any costs, charges or expenses incurred by the Participant, arising from or in connection with this Contract and any act or omission of GSI P/L.
- 16.1.6 the extent permitted by law, the Participant indemnifies and keeps indemnified GSI P/L for any loss and damage suffered by GSI P/L by or as a consequence of this Contract.

## 17 Entire Agreement

- 17.1 This Contract, the Direct Subscription Application and any agreement entered into between the Participant and GSI P/L constitute the entire agreement, understanding and arrangement (express and implied) between the Participant and GSI P/L and supersedes and cancels any contract, deed, arrangement, related condition, arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Contract.

## 18 GSI P/L Responsibilities

- 18.1 GSI P/L has responsibilities to you as a Participant to provide you with a service that will assist you in the Program or Service environment to attain increased skill and knowledge in the self-care around the health topic of the chosen Program or Service. Outcomes and change are dependent on many factors outside of GSI P/L's control, and we are not liable if the participant does not engage or participate fully in the Program or Service due to these outside factors.
- 18.2 We undertake to abide by all our policies and procedures. GSI P/L agrees to:
  - 18.2.1 Provide a tax invoice;
  - 18.2.2 Provide login or access details to the online Program or Service Material after the payment of the enrolment fee, or a subscription plan has been entered into.
  - 18.2.3 Provide program content and support during the Program or Service as outlined in the Program or Service course material.

***By submitting an enrolment form and paying the Program or Service Fee, or deposit (where applicable), the participant agrees to the above Terms and Conditions of Enrolment.***

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W: [www.stepstochange.com.au](http://www.stepstochange.com.au); [www.healthyeats.mobi](http://www.healthyeats.mobi); [www.healthyeat.biz](http://www.healthyeat.biz)

Terms and Conditions are subject to change. Updated 19/12/2017.