



**RUN ROGUE COACHING - TERMS AND CONDITIONS
EFFECTIVE FOR ALL PLANS PURCHASED OR SIGNED UP FROM 18 AUGUST 2025.**

Run Rogue specialises in crafting personalised coaching solutions tailored to help runners and athletes excel in their training and achieve their fitness objectives.

Run Rogue is an online running coaching platform dedicated to supporting runners and athletes of all levels through customisable programs.

Whether you're preparing for your next event, recovering from an injury, or looking to maintain your fitness during off-seasons, our experienced coaches provide tailored guidance to help you excel.

Our commitment to your success is at the heart of everything we do.

You can become one of our runners or walkers by accepting the terms and conditions below.

1. Interpretation

- 1.1. All figures referred to in these Terms and Conditions are inclusive of Goods and Services Tax (GST).
- 1.2. Any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them
- 1.3. A reference to money is to Australian dollars, unless otherwise stated.
- 1.4. A time is a reference to Australia Eastern Standard (or Daylight as the case may be) Time unless otherwise specified.
- 1.5. Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.6. A provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of the Terms and Conditions or the inclusion of the provision in these Terms and Conditions.

2. Definitions

“Australian Consumer Law”	means Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> .
“Business Day or Days”	means Monday through Friday from 8.30am to 5:00pm, other than Saturday, Sunday or a public holiday.
“Claims”	means, in relation to a person or legal entity, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person or legal entity concerned however it arises whether: (a) it is present, unascertained, immediate, future or contingent; (b) it is based in contract, tort, statute or otherwise; or (c) it involves a third party or a party to these Terms and Conditions.
“Client” or “You”	means the person or entity purchasing the Plan to which these Terms and Conditions apply.
“Consequential Loss”	means any of the following: (a) loss of revenue; (b) loss of profits; (c) loss of opportunity to make profits; (d) loss of business; (e) loss of business opportunity; (f) loss of use or amenity, or loss of anticipated savings; (g) loss of reputation or goodwill; (h) intellectual property devaluation; (i) special, exemplary or punitive damages; and (j) any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this Agreement, including any of the above types of loss arising from an interruption to a business or activity
“Day or Days”	means a calendar day.
“GST”	means the goods and services tax of Australia payable under A New Tax System (Goods and Services Tax) Act 1999, and any regulation made under that Act;

“Intellectual Property”

means all intellectual property and similar proprietary rights (including rights held under license) in any jurisdiction, including all such rights in and to:-

- a. all personalised and basic running or walking plans developed by us;
- b. computer software or hardware, whether or not copyrightable, including all databases, source codes, object codes, programs, applications, tables, models, repositories, specifications and documentation;
- c. original works of authorship, whether copyrightable or not, copyrights, and all renewals, modifications, translations thereof, and any moral rights relating thereto;
- d. patents (including design patents, method patents and utility patents), patent applications, divisions, continuations and continuations-in-part, reissues and patents of addition, utility models, industrial designs, inventors' certificates and invention disclosures;
- e. trade-marks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin;
- f. registered or registerable plant varieties;
- g. know-how and other confidential or non-public business information, trade secrets, ideas, concepts, methodologies, processes, development tools, techniques, innovations, diagrams, sketches, drawings, models, and documentation, and all rights in any agreement to limit the disclosure of confidential information by any person;

in each case, including all goodwill associated with the foregoing; all registrations of, and applications to register, renewals or extension of the foregoing; all enhancements, improvements and derivative works of and to the foregoing; and all rights in any agreement relating to the foregoing.

“Plan Period”

means the defined timeframe during which the Client has access to a Service.

“Plan”	means the specific plan purchased by the Client referred to in clauses 3.1 of these Terms and Conditions.
“Run Rogue” or “Us”	means J. A Beechey-Danvers trading as Run Rogue Coaching (ABN 76 242 656 910) and includes all employees, agents, representatives, insurers, volunteers and related entities.
“Services”	means services provided by Run Rogue which may include running coaching, walking programs, strength and conditioning advice, performance programming, and physiotherapy services delivered by a registered physiotherapist where applicable.

3. Your Representations

- 3.1. It is your responsibility to provide us with correct and up to date contact details. We will not be liable for delays or errors as a result of your failure to provide accurate contact details.
- 3.2. By accessing, previewing or otherwise using our Service in any manner, you represent and warrant that you have sufficient legal capacity to agree to these Terms and Conditions, or that if the person benefiting from our service lack such capacity (for example, that person is under the age of 18), that you are the parent or guardian consenting to that person benefiting from our Services.

4. Plans

- 4.1. We offer several Plans to suit your running objectives:

Individual Plans – Basic

- 4.1.1. Run Rogue Basics, which has five different lengths of plan

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- 8 Week Plan - \$80.00 single payment
- 10 Week Plan - \$100.00 single payment
- 12 Week Plan - \$120.00 single payment
- 16 Week Plan - \$160.00 single payment
- 26 Week Plan - \$260.00 single payment

These Basic Plans are not customisable. The Basic Plans are pre-built, progression-smart training programs crafted by physio-backed coaches.

Individual Plans – Personalised

4.1.2. The Athletic Edge, at \$75.00 per month, and includes:

- Custom training plan for up to 4 weeks in advance
- Email access to a coach
- Gym/sport integration
- Adapted for injury history, match days, and lifestyle
- Built around your real-life demands
- Tailored for performance without burnout

4.1.3. Rogue Elite, at \$99.00 per month, and includes:

- Fortnightly 15-minute coaching call
- Priority plan adjustments
- Performance and rehab-specific programming
- Fully integrated around sport, gym, and recovery needs

4.1.4. Run Rogue Interval Walking Program, at \$50.00 per month, and includes:

- Custom walking schedule with interval sessions (updated every 2–4 weeks)
- Email access to your coach for feedback and adjustments
- Intensity guidance (effort levels or heart-rate zones) to ensure optimal progress
- Adaptations for any injuries, medical concerns or mobility needs
- Progress tracking and encouragement to keep you accountable and motivated

Club Plans

4.1.5. Run Rogue Sports Club Fitness Plan:

- 3 Program Options:
 1. Pre-Christmas Plan (4 or 6 Weeks).
 - 4 Weeks: \$600
 - 6 Weeks: \$750

4.1.6. Off Season Calendar: individualised, match-relevant conditioning. Designed to blend aerobic power, sprint recovery, and fatigue tolerance leading into the season. Price to be quoted.

4.1.7. In-Season Conditioning Sessions: One to two smart sessions per week that complement team training and match loads, as well as considering your teams fixture. Designed

to keep players fit without overloading them. Includes optional "top-up" sets for non-selected players. Price to be quoted.

- 4.2. Individual Basic Plans, and Club Plans are delivered via email in a Google sheets (read only) format.
- 4.3. Individual Personalised Plans are delivered via email in a Google sheets (editable access) format.
- 4.4. Add ons may be available to Plans for additional cost and may include:-
 - 4.4.1. Warm up/activation routines
 - 4.4.2. Cool down/recovery routines
 - 4.4.3. Christmas break resources, with or without recovery strategies.

5. Plan Payments

- 5.1. Plan fees are outlined in the above clause.
- 5.2. Individual Plans are purchased from our website via Stripe.
- 5.3. Purchase of our Plans are subject to your agreement to the Stripe Terms and Conditions available here:-
 - 5.3.1. For Australia BECS Direct Debits - <https://stripe.com/au/legal/becs>
 - 5.3.2. For VISA Checkout - <https://stripe.com/au/legal/visa-checkout>
 - 5.3.3. For EFTPOS - <https://stripe.com/au/legal/eftpos>
 - 5.3.4. For AMEX - <https://stripe.com/au/legal/amex-express-checkout>
- 5.4. Payments are processed via direct debit or credit card (a valid card must be provided when purchasing a Plan).
- 5.5. Client's must ensure sufficient funds are in the nominated account and update nominated payment details at least 72 hours before billing.
- 5.6. Club Plans will be invoiced to the Client.
- 5.7. Club Clients must pay for the Plan in full before the Plan is provided.
- 5.8. Club Clients must pay an invoice issued by us within 30 days of an invoice being issued to you.
- 5.9. If any invoice is outstanding for more than 30 days, we may withhold the provision of any further Plans until overdue amounts are paid in full.

6. Failed payments

- 6.1. In the event the Plan fee remains unpaid for a period of more than 21 days, Run Rogue will treat the failure to pay as a cancellation of the Plan.

7. Cooling off period

- 7.1. Run Rogue offer a cooling off period for Individual Personalised Plans and Club Plans. A cooling off period is not offered for Individual Basic Plans.
- 7.2. The cooling off period starts at the time the Plan was purchased.
- 7.3. The cooling off period ends 48 hours after the cooling off period starts, however the Client waives any benefits available under the cooling off period if Services are accessed in any way.

8. Variations

- 8.1. For Individual Personalised Plans or Club Plans you may request that your Plan be varied by providing a request in writing to us.
- 8.2. We will not agree to variation of Individual Basic Plans.

9. Plan Pauses

- 9.1. Clients are only able to pause Individual Personalised Plans or Club Plans. Individual Basis Plans cannot be paused.
- 9.2. Two business days notice is required of a pause.
- 9.3. One Plan pause is permitted (for travel, illness, work commitments) per Plan Period.
- 9.4. When requesting a Plan pause, a date will be nominated for recommencement of the Plan. The maximum period allowed for a Plan pause is 4 weeks.
- 9.5. On request, Run Rogue has the discretion to permit a Plan pause for longer than 4 weeks, or permit additional pauses.
- 9.6. While paused, Clients do not have access to the Services described in the above clauses.
- 9.7. When a Client pauses a Plan, the Member will not be billed for that paused period.
- 9.8. Plans can not be terminated while paused.

10. Fee Increases & Terms Changes

- 10.1. Run Rogue reserves the right to amend fees and terms.
- 10.2. Run Rogue will provide at least 14 days notice by the email address the Client nominated when creating the Plan, or other email address notified to Run Rogue in writing after the Plan commences.

11. Refunds and Cancellation

- 11.1. A 7 day cancellation policy applies.
- 11.2. Cancellation is permitted during the cooling off period, without further liability.
- 11.3. In the event of waiver of the cooling off period or after the expiry of the cooling off period, cancellation may only occur after the Client has given 7 days notice of cancellation.
- 11.4. If a Plan payment is due within the notice period, it must be paid before cancellation is processed.
- 11.5. A Client may terminate the Plan before the expiry of the Plan Period if all payments and fees due up to the date of the proposed termination date are paid in full at time of cancellation request.
- 11.6. At the sole discretion of Run Rogue, the liability for any outstanding payments and fees may be waived, or reduced.
- 11.7. In the event of a failure to pay all payments and fees owing in accordance with these Terms and Conditions, recovery action will be commenced against the Member.
- 11.8. Any legal fees, Court or Tribunal costs, and collection costs will be charged to the Member.
- 11.9. Due to the benefit the Client receives from the Plans prepared by Run Rogue does not offer refunds, save for the rights and remedies available to consumers under the Australian Consumer Law.

12. Termination or Suspension by Run Rogue

- 12.1. Run Rogue reserves the right to terminate Plans in any of the following circumstances:
 - 12.1.1. The Client fails to comply with the Terms and Conditions.
 - 12.1.2. If Run Rogue reasonably believe that the Client has engaged in conduct that causes an unacceptable risk to the health, safety or wellbeing of any other Clients or employees of Run Rogue.
 - 12.1.3. The temporary or permanent closure of Run Rogue.
- 12.2. In the event Run Rogue believe it is necessary to terminate or suspend a Client's Plan, written notice will be given to the Client, with an opportunity to show cause as to why the Plan should not be terminated or suspended.
- 12.3. In the event the Client cannot show cause why the Plan should not be terminated or suspended, Run Rogue will give notice to the Client stating the date of termination or, in the case of the suspension, the date the suspension will commence and end.
- 12.4. In the event of termination or suspension, all payments and fees owing in accordance with these Terms and Conditions, will become immediately due and payable.

13. Non-Disparagement

- 13.1. The Client agrees not to disparage Run Rogue or make any statement or publication, whether oral or in writing, which does, or is likely to, bring Run Rogue into disrepute or ridicule or which may otherwise adversely affect the reputation Run Rogue.

14. Australian Consumer Law

- 14.1. The Australian Consumer Law may give you certain guarantees.
- 14.2. Except to the extent required by any law, including the Australian Consumer Law, Run Rogue make no warranties or representations about the fitness for purpose of the Services provided under these Terms and Conditions.
- 14.3. Where liability for breach of any such guarantee can be limited, our liability (if any) arising from any breach of those guarantees is limited to the supply of Services, to:
- 14.3.1. the resupply of the Services; or
 - 14.3.2. payment of the costs of having the relevant Services supplied again; or
 - 14.3.3. a reduction in the cost of the Services, subject to any reasonably incurred expenses by us.
- 14.4. You are also entitled to choose a refund for major failures with the Services.
- 14.5. If a failure with the Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Service.
- 14.6. **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**
- 14.6.1. If a Client pays for a Plan, the Client will be agreeing that their rights to sue Run Rogue under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in the following clauses, if the Client is killed or injured because the Services provided were not in accordance with the statutory guarantees outlined below.
- 14.6.2. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and Services. These guarantees mean that the supplier named in these Terms and Conditions is required to ensure that the recreational Services it supplies to the Client:
- are rendered with due care and skill; and

- are reasonably fit for any purpose which the Client, either expressly or by implication, make known to Run Rogue; and
- might reasonably be expected to achieve any result the Client has made known to Run Rogue.

14.6.3. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to the Members attention by this clause.

14.6.4. NOTE: The change to the Client rights, as set out in this clause, does not apply if the Client's death or injury is due to gross negligence on Run Rogue's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

15. Limitation of Liability

- 15.1. The purpose of this clause is to limit the liability Run Rogue to exclude liability for any personal injury or death to the Client and other people in the care and control of the Client howsoever caused.
- 15.2. You accept that these Terms and Conditions are also binding on your spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim on your behalf.
- 15.3. To ensure safe and effective programming, you agree to:
- 15.3.1. Complete the onboarding/intake form accurately and honestly
 - 15.3.2. Disclose any current or recent injuries
 - 15.3.3. Use all training advice at your own discretion and physical capability
 - 15.3.4. Acknowledge that Run Rogue is not responsible for any injury sustained while using our programs
- 15.4. **Physiotherapy Services**
Run Rogue may also provide physiotherapy services delivered by a registered physiotherapist. These services may include assessment, diagnosis, manual therapy, exercise prescription, rehabilitation guidance, injury management and education within the practitioner's professional scope of practice.

Physiotherapy services are provided based on the information supplied by the Client and the practitioner's clinical judgement at the time of consultation.

Coaching services and physiotherapy services are distinct offerings. Not all Plans include physiotherapy assessment or treatment unless explicitly stated.

Physiotherapy services are delivered within the practitioner's professional scope of practice and in accordance with the standards of the Australian Health Practitioner Regulation Agency.

15.5. Telehealth Physiotherapy Services

Some physiotherapy services may be delivered remotely via telehealth, video consultation, phone consultation, or digital communication.

The Client acknowledges that telehealth consultations may limit the practitioner's ability to perform physical examination, manual therapy or in-person assessment techniques.

The Client understands that any advice, assessment, exercise prescription or rehabilitation guidance provided through telehealth services is based on the information available at the time of consultation and the Client's self-reported symptoms and presentation.

15.6. Exercise Rehabilitation Programs

Run Rogue may prescribe exercise programs, rehabilitation programs, strength and conditioning guidance, or return-to-running progressions which may be performed independently by the Client without direct supervision.

The Client acknowledges that it is their responsibility to perform all exercises safely, within their own physical capability, and to cease exercise if pain, dizziness, or unusual symptoms occur.

Run Rogue is not responsible for injury or adverse outcomes resulting from exercises performed incorrectly, performed beyond the Client's capacity, or performed without following the guidance provided.

The Client acknowledges that failure to follow prescribed rehabilitation guidance, training modifications, or load management recommendations may increase the risk of injury or symptom aggravation, and Run Rogue is not responsible for outcomes resulting from the Client's decision to continue training or exercising contrary to professional advice.

- 15.7. To the maximum extent permitted by law, our liability for breach of any term implied into these Terms and Conditions by any law is excluded.
- 15.8. Under no circumstances are we responsible in any way to you or any other person for:
- 15.8.1. any Claims or Consequential Loss, as a result of any defect, deficiency or discrepancy in the Services.
 - 15.8.2. any delay in supply of the Services;
 - 15.8.3. any failure to supply the Services;
 - 15.8.4. any advice, recommendation, information, assistance or Service given by us in relation to the Services, which is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given based on the information give to us by you;
 - 15.8.5. your reliance on such advice, recommendation, information, assistance or Service.
- 15.9. The Client acknowledges that running (or walking) involves an element of inherent risk and or death. Run Rogue acknowledges that they are providing a Service that develops running (or walking) plans.
- 15.10. The Client also acknowledges that the purpose of the Plan is for the benefit of the Client and that at all times the Client is responsible for their own actions and the actions of those other people in their care and control.
- 15.11. You understand and acknowledge by participating in the Plan that you will be exposed to inherent risks.
- 15.12. Inherent risks may include, but are not limited to:-
- muscle strain, impact injuries, sprains, slips, trips of falls, resulting from running or walking;
 - certain hazards when the Client chooses to run or walk such as surface and subsurface conditions, and undulating terrain;
 - physical exertion that you may not have been prepared;
 - the potential of you to act in a negligent manner that may contribute to injury to yourself or others, such as failing to maintain control or not acting within your ability;
 - wildlife, such as reptiles and insects, may bite and cause injury or death;
 - contact with weather related hazards such as heat, cold, smoke, humidity, ice, rain or fog may cause injury or death.
- 15.13. You understand and acknowledge that any of these inherent risks and others, not specifically named, may cause injury or damage.
- 15.14. You should immediately stop exercise and seek medical advice if you experience pain, dizziness, or discomfort during participation. You understand and acknowledge that Run Rogue does not, and has no way of doing so, monitor your physical condition.

15.15. Response to Treatment

The Client acknowledges that physiotherapy and exercise-based rehabilitation may result in temporary increases in symptoms, soreness, fatigue, or discomfort as part of the normal response to treatment, training load, or rehabilitation progression.

While Run Rogue aims to improve health, performance and function, no guarantees are made regarding treatment outcomes.

The Client acknowledges that Run Rogue is not responsible for outcomes resulting from incomplete disclosure of relevant medical history, injuries, medications or other health information.

Physiotherapy treatment may include manual therapy, exercise prescription and rehabilitation strategies which may carry a small risk of temporary discomfort, aggravation of symptoms or delayed onset muscle soreness.

- 15.16. You understand fully and appreciate that inherent risks are involved, and certify that you are willingly and voluntarily participating in the Plan, voluntarily accept and agree to participate in knowledge of these risks and dangers and you take full responsibility for any and all damages, liabilities, losses or expenses that you incur as a result of the Plan and will not hold Run Rogue liable for same. You can withdraw from the Plan at any time.
- 15.17. You confirm that you undertake the Plan of your own free will and indemnify Run Rogue from any liability in the event of personal injury to yourself or any other persons in any form due, directly or indirectly, to any act or omission on your part (whether negligent or otherwise), including, but not limited to, your failure to abide by the Plan given to you by Run Rogue.
- 15.18. You release Run Rogue from all claims for injury you might suffer as a result of any acts or omissions whether negligent or otherwise of Run Rogue.
- 15.19. You accept responsibility and release Run Rogue from all liability for claims for damages for personal injury by any other person or corporation as a result of any act of omission whether negligent or otherwise on your part.
- 15.20. You have been advised of potential and anticipated/known risks for your participation in the Plan.
- 15.21. You confirm that you believe you are fit to participate, or have otherwise sought medical advice, that you are of sound enough mind and health and are physically fit enough to undertake the Plan.
- 15.22. If you do suffer from any mental health or physical conditions then you acknowledge that you have obtained a medical clearance

- from your personal physician prior to participation and that you can produce this medical clearance to Run Rogue upon request.
- 15.23. You understand that it is your responsibility to continuously monitor your own physical and mental condition during running or walking, and you agree to withdraw immediately if at any point your continued participation causes you to feel uncomfortable or would create a medical risk or danger to yourself or to others.

16. Dispute Resolution

- 16.1. If there is a dispute between the parties arising out of or in connection with these Terms and Conditions, the parties must comply with this clause. Unless a party has complied with the procedures in this clause, the party may not commence legal proceeding to resolve any dispute.
- 16.2. A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. The parties must, for a period of 10 Business Days after issue of notice of the dispute, use their respective reasonable efforts and act in good faith to negotiate settlement of the dispute.
- 16.3. If the dispute is not settled within the period described above, each party agrees that legal proceedings may be commenced to resolve the dispute.
- 16.4. Nothing in this clause prevents a party from seeking urgent injunctive or similar interim relief from a Court.
- 16.5. Despite the existence of a dispute, each party must continue to meet their obligations under these Terms and Conditions, unless the Plan has expired or terminated.

17. Force Majeure

- 17.1. Run Rogue shall not be liable to the Client for any breach of its obligations or termination under these Terms and Conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, epidemic, pandemic such as COVID-19, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the instructor's family, illness of the instructor, Government edict or regulation (**Force Majeure Event**).
- 17.2. If, by reason of a Force Majeure Event, a party is affected in the performance of any obligation under these Terms and Conditions, that party will not be in breach (and, accordingly, will not be liable) under these Terms and Conditions to the other party for not performing, or for the manner of its performance of, such obligation to the extent to which, and for the period of time during which, that party is so affected.

- 17.3. A party affected, or likely to be affected, by a Force Majeure Event must immediately notify the other party in writing of that fact, including:
- full particulars of the Force Majeure Event
 - an estimate of its likely duration;
 - the obligations affected by it and the extent of its effect on those obligations; and
 - the steps taken, or proposed to be taken, to rectify it.
- 17.4. A party affected by a Force Majeure Event must (from the time it first becomes aware of the Force Majeure Event) use its reasonable efforts to mitigate the effect of the Force Majeure Event.
- 17.5. If a Force Majeure Event prevents a party from carrying out its obligations under these Terms and Conditions for a period of more than 1 month, then either party may give written notice to the other party and the parties must negotiate in good faith to resolve the issue. If agreement is not reached on the issue within 10 business days after written notice is given, either party may immediately terminate any Services.

18. Model Release

- 18.1. During the course of the Plan you may provide us with, or consent to us taking, photographs or videos of your running achievements.
- 18.2. You irrevocably and unconditionally:
- 18.2.1. consent and authorise us to record, tape, film, photograph or otherwise capture an image ("Recordings") of you without notification or reward;
 - 18.2.2. agree that we shall be the exclusive owner of the Recordings;
 - 18.2.3. agree that we shall be entitled to use the Recordings at any time and for any reasonable purpose without first seeking your consent or payment in consideration of same; and
 - 18.2.4. we shall have the right to copyright, use, assign or license others to use the Recordings without having to first you're your consent or make payment to you in consideration of same.
- 18.3. This clause shall survive termination of these Terms and Conditions.

19. Confidential Information and Privacy

- 19.1. We may need to collect personal information and sensitive health information about you, including your full name, address, contact details, injury history, medical history and other information required for coaching services, physiotherapy assessment,

treatment, rehabilitation planning and related health services. You consent to us using your personal information in order to prepare the Plan, fulfil the Service, to invoice you, and in some cases commence debt recovery proceedings against you.

- 19.2. The collection of personal and health information will be in accordance with our Privacy Policy.

20. Intellectual Property

- 20.1. All Intellectual Property owned by us will remain our property and nothing in these Terms and Conditions transfers or creates any proprietary right, title or interest in any of our Intellectual Property in your favour.
- 20.2. Any Intellectual Property developed will exclusively vest on creation in us including all legal and beneficial ownership rights.
- 20.3. You assign all Intellectual Property rights in the Plans upon creation.
- 20.4. You must not do or cause to be done anything which will prejudice the subsistence of our right, title and interest in the developed Intellectual Property.
- 20.5. Any Intellectual Property created by you independently or unrelated to these Terms and Conditions to provide example of any desired Plan will become the property of us ("**Developed IP**").
- 20.6. In the event of Developed IP, you:-
- 20.6.1. consent to us using the Developed IP without attributing the relevant author(s); and
 - 20.6.2. release and forever discharge us from any claims, actions, proceedings or liability arising from such use; and
 - 20.6.3. will procure consent from any other party involved in the authorship of developed IP on the terms outlined above at no cost to us.
- 20.7. We are not liable for and do not indemnify you against any Claim that the Developed IP infringes the Intellectual Property of any third party;
- 20.8. You acknowledge that you must conduct your own searches and due diligence regarding the Developed IP and hereby indemnify and holds harmless us against any Claims by third parties claiming infringement of its Intellectual Property.

21. Agency and Assignment

- 21.1. We have the right to assign and transfer to any person all or any of our title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms and Conditions provided that the assignee agrees to assume any duties and obligations owed to you under these Terms and Conditions.

- 21.2. You must not assign, or purport to assign, any of your obligations or rights under these Terms and Conditions without the prior written consent of us.

22. Severability

- 22.1. You understand and agree that these Terms and Conditions are intended to be as broad and inclusive as is permitted by the law of Victoria and Australia and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this document and that will not affect the validity and enforceability of any remaining provisions.
- 22.2. You acknowledge and agree that this document supersedes or overrides any and all previous oral or written promises or agreements.
- 22.3. You understand that this is the entire agreement between you and us and cannot be modified or changed in any way by representations or statements by any agent or employee of us.
- 22.4. This document may only be amended by a written document duly executed by all parties, unless otherwise verbally agreed to by us.

23. Independent Legal Advice

- 23.1. You acknowledge and certify that you are aware that this is a binding legal document once consideration has been provided for the Service and that you understand the terms and conditions of it in its entirety.
- 23.2. You have been offered the opportunity to have legal advice on this document and are satisfied with the terms of this document, or you have decided not to obtain legal advice and you understand and accept all of the terms of this legal document.

24. Jurisdiction of Law

- 24.1. The laws of Victoria govern these Terms and Conditions.

For any questions, contact runroguecoaching@gmail.com.