Soul Mastery Collective Agreement

(\*Participants name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please carefully read the following terms and conditions ("Terms") relating to your participation in The Soul Mastery Collective (the "Program") which is owned and operated by Gwenda Smith, an Australian Business with a principal place of business located at 62 Taywood Dve Wanneroo WA 6065, Australia (the "Provider").

By registering for the Program and signing this Agreement, you (the "Participant") signify your acceptance of and obligation to these Terms. If you have any objections to the following Terms you should neither register for nor participate in the Program because these Terms are legally binding.

By participating in the Program, the Participant agrees to abide by these Terms and understands that the decision of the Provider regarding all aspects of your participation in the Program, are final and binding in all respects.

 **Membership**

Participants enrolled in The Mastery of The Soul Collective program agree to the services offered by Provider below and are requesting to be enrolled for a minimum of ten weeks in the Program (the “Initial Term”).

Upon completion of the ten (10) weeks, the Participant will have the option to sign up for and invest in additional single blocks of the program.

 **Participant Benefits**

The Provider agrees to provide the following business and mentoring services to the Participant while in the Program:

We both agree to: Be non-judgmental, objective & open. Always have honest & open communication. Respect the confidentiality of any information shared. To focus on stated goals & desired outcomes.

 As the Participant, you agree to: Be prepared, present and in a suitable space for mentoring when attending the live sessions. To be open to challenges to your thoughts, ideas, working practices and be open to being held accountable to the level agreed.

Be willing to take on board feedback. Adhere to the payment schedule described at the end of this agreement.

As your Mentor, I agree to: Support the space to create powerful changes within your life and/or business. Encourage & challenge you to reach your full potential.

Hold you accountable to the level agreed. Support you during your development. Carry out the Mentoring in a professional manner.

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**Members Area**

Unlimited access to the Soul Mastery Collective Members Area where you will find training material and templates alongside multiple bonus content sections. This is an ever-growing resource area that will be added to regularly. It includes specific training and advice on all practices that are designed to provide you with the way of being aligned to the strong foundation within you so that you may achieve the life you desire.

The member’s area is inside the H.E.A.L Community which is included in the Soul Mastery course.

**Weekly Live Mentoring Calls**

Weekly live calls where the participants are mentored and walked through practices, with Gwenda Smith.

These sessions are provided through the **ZOOM.us** platform so be sure to have it set up on your computer phone or laptop. You will receive the link for access each week prior to the session.

It is the responsibility of the Participant to attend and to show up, thereby honouring the commitment to themselves and to Gwenda.

The weekly sessions will consist of:

1. 1-hour Live session

2. Mentoring of practise and tools that create the path for the Participant to up level their life in health, wellbeing, wellness, Spiritual growth, mindset, self-healing, abundance, environment, occupation, social and financial.

3. Healing meditation & learning to meditate with purpose

4. Journaling with intent

These sessions are recorded as accountability sessions and Gwenda will share her techniques, wisdom and knowledge to the Participants.

The primary purpose of the weekly mentoring sessions is to bring to the participant the methods, modalities and learning in a safe, sacred space where everyone can learn, embrace the teachings, to be supported on their journey and to ensure the very best Gwenda can give to the Participant.

There are times that the teachings will trigger hurts and pain that is sitting somewhere in the heart, mind or body. It is these times that the Participant must be prepared to open their heart and embrace all that they are feeling so that the mentoring Gwenda provides can be highly effective and sustainable.

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**Direct Support**

The participant will receive access to our VIP Support area, where they will be able to communicate with Gwenda between sessions, ask questions, request feedback and submit any work for review. Provider will respond to emails, voice messages, and correspondence as fast as possible based on availability. Participants accept and acknowledge that this is not a personal one to one mentoring session.

The Soul Mastery Collective **Private Membership Community**-

A space for Participants to interact with each other, seek support, be heard and express themselves without judgment. Participants will be invited to join however it is not mandatory.

Gwenda may post interesting articles or news that she deems is appropriate to support and help participants. If you decide to join this community, please read and adhere to the rule so the community.

**Social Community** – Participants may be invited to join Gwenda’s Private W.I.NE Club – “Women ( Wisdom) Inspire Nurture Encourage” A fun community where we get together simply to enjoy each other’s company and have fun, laughter, support, encourage and inspire each other. A community of joy and harmony. There is no fee or membership costs to be in the W.I.N.E Club the costs will be what you purchase at the outings or the cost to go into an outing such as entrance fees, tickets etc.

Please note that this is subject to change.

**Client Conduct**

The Provider takes its business seriously and acts with integrity and professionalism. Provider expects the participant to do the same. Thus, Provider requires the Participant to be respectful and professional toward Gwenda Smith, and other members of the Mastery of The Soul Collective throughout the Program as well as to Provider's staff and other Clients and their guests or families throughout the Program.

Provider reserves the right to ask a participant to withdraw from the Program immediately should they be deemed rude, uncooperative, unprofessional, or intoxicated or in possession of any illegal substance. By participating in the Program, the Participant agrees to respect the Provider’s time, expertise and reputation and shall be concise, respectful and professional in all communication with Provider and other third parties.

Any abuse or overuse of Providers time or any disrespectful communication sent to Provider by Participants (with "disrespectful" determined solely by Provider), shall constitute a material breach of these Terms.

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An initial warning will be given by email to Participant. A subsequent breach will warrant the immediate termination of participation in the Program without reimbursement in any form. In such case that the Participant is asked to no longer participate in the Program by Provider Participant tuition/fees for the Program will not be reimbursed under any circumstances.

Participant will not receive any future products, services or correspondence from Provider.

Participant will not receive any of Provider’s advertised bonuses.

In no circumstances in which the Participant is asked to leave the program by the Provider will the Participant receive any reimbursement or permission to discontinue payments.

**Membership Fees**

Membership Fees for the Initial Term of this Agreement are as follows:

 (the “Term Membership Fee"), due and payable in instalments as follows:

1. Initial deposit of $400 AUD upon execution of this Agreement (your first payment).
2. Full investment for this program $2788.88
3. Payment options:
* Paid in full $2788.88
* 2 x monthly payments of $1394.44
* 3x Monthly payments $929.66

c) All fees for direct or debit payments are paid by the Participant

The Participant understands and agrees that the failure to make any payment when due shall constitute a material breach of this Agreement and will result in the immediate termination of participation in the Program without reimbursement in any form.

If the parties agree to a Renewal Term, the same membership fee rates and payment terms shall apply for that term.

 More information about this policy is contained in the “Cancellation Policy” section of this

Agreement.

**Liability Disclaimer** - No Professional Advice

The information contained in or made available by the Provider, through the Program or their websites or services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields.

Provider does not offer any professional, personal, medical, financial or legal advice and none of the information contained in the Program should be confused as such advice.

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The Provider will not be liable for any special or consequential damages that result from participation in the program.

To be clear: You, the Participant, alone are responsible and accountable for your decisions, actions and results in life, and by your participation in our Program, you agree not to attempt to hold

The Provider liable for any decisions, actions or results that you make or experience in business or in life due to your participation in this Program at any time, under any circumstance.

 **Confidentiality and Non-Compete**

The Participant hereby understands and agrees that the tools, processes, strategies, materials and information presented in the Program are confidential, copyrighted, and property of the Provider and the Participant agrees not to record, duplicate, distribute, teach or train from the Program’s concepts or materials in any manner whatsoever without the express prior written permission of the Provider.

Any unauthorized use or distribution of the Provider's private, confidential or proprietary concepts, materials, or intellectual property by the Participant or Participants representatives is prohibited and subject to legal review and response. The Provider will pursue legal action and full damages against a Participant if these Terms are violated in any way in order to protect its rights and business.

 **Audio/Visual Release**

By participating in the Program, the Participant understands that portions of the Program may be recorded in video and audio and/or captured in stills and/or digital photographs or other suitable media.

The Participant agrees that the Provider has the right and permission to use such recordings and photographs.

The Participant understands and agrees that all recordings are the exclusive rights of the Provider and the participant cannot ask for or expect compensation for the use of recordings or photographs in which the participant appears or speaks. The Provider owns all rights of any audio, video, and or/ photographs captured during the Provider's Program.

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**Cancellation Policy:**

The Provider is serious and committed to helping Participants and expects the participant to be fully committed also.

Once the Participant registers for the Program, the Provider makes extensive arrangements and investments while anticipating the Participants tuition and participation. Because of this, all payments made by the Participant under this Agreement are **non-refundable**. This is live mentoring where Gwenda will be live on the weekly sessions to help you move forward with clear step by step strategies and methods. Payments for participation in the Program are not dependent upon results because no specific outcome can be guaranteed or promised.

 **Notice**

Except as specified otherwise in this Agreement, all notices or other communications required or permitted hereunder shall be sufficiently given if delivered in hand to the party addressed, when delivered by express courier or overnight mail, or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the parties at the business addresses set forth elsewhere in this Agreement.

 **Governing Law and Venue**

This Agreement shall be governed and construed in accordance with the laws of the State of

Western Australia, Australia applicable to agreements made and to be performed in the State of WA, Australia.

Subject to any alternative dispute resolution provisions of this Agreement venue shall be any court of competent jurisdiction in the State of WA, Australia. The Participant waives any argument of improper Venue or Inconvenient Forum (Forum Non-Convenient) with respect to the geographic location for the resolution of any and all legal disputes.

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**Limitations on Remedies**

If the foregoing limitations are held to be unenforceable, the provider’s liability to client for damages for claims arising under and/or relating to this agreement, shall not cumulatively exceed the aggregate sum paid by client to provider under this agreement.

 **Waiver or Modification by Conduct**

A party’s failure to insist upon or enforce strict performance of any term or provision of this

Agreement shall not be construed as a waiver of any term, provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

**Entire Agreement**

This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes any and all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, related thereto.

**Construction**

No provision of this Agreement will be construed against either party as the drafter thereof. If any part of this Agreement is declared void, this Agreement shall, to the maximum practicable extent be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the term or provision, and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing.

 **Counterparts**

This Agreement may be signed in counterparts which, together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart to Agreement.

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**Signatures**

IN WITNESS WHEREOF, and with intent to be legally bound hereby, the parties have caused this Agreement to be signed by their respective duly authorized representatives all on the date first above written.

**PROVIDER:**

H.E.AL with Gwenda Registered Australian Business ABN 73728318252

H.E.AL with Gwenda is an Internationally registered and recognised training provider with IICT.

Gwenda Smith (Founder)

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gwenda Smith

**Participant:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if none, write “self-employed”)

Billing Address:

Address Line 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Line 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town/City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



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[www.healwithgwenda.com](http://www.healwithgwenda.com)

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