

# kerrie louise

## PROGRAM PARTICIPATION TERMS AND CONDITIONS INITIATION

Kerrie Louise is a facilitator, mentor, and guide who dedicates her life to teaching concepts and practices from the lineages of somatic trauma healing, Shamanism, Tantra, and Taoism and is the founder and owner of **The School of Tantra and the Sacred Arts**.

This Program Terms and Conditions (the "Agreement") is a legally binding contract between you (the "Participant") and Kerrie Norgate trading as The School of Tantra and the Sacred Arts ABN 97 954 990 579 (the "School", the "Facilitator", "Kerrie Louise") and applies to the purchase of the Programs referred to below.

Please read this Agreement carefully and contact [contact@kerrie-louise.com](mailto:contact@kerrie-louise.com) if you would like to discuss any aspect of this Agreement.

You are deemed to have accepted the terms contained in this Agreement upon payment of your selected Program's fees or deposit

### TERMS AND CONDITIONS

#### 1. Term:

- 1.1. This Agreement will begin upon payment of the Program's fees, program deposit, or entering the course platform.
- 1.2. It will apply for the duration of the Programs and completion of any payment plan going beyond the length of the Programs.

#### 2. Programs

2.1 **Initiation** – Approx five (5) months \$3999 Payment Plan are available – See course page at [www.kerrie-louise.com](http://www.kerrie-louise.com) for payment plan options

##### 2.1.1 Inclusions

- Live calls (approximately 2 live calls per month) via Zoom
- Recorded calls and teachings (approximately 3 live calls per month)
- Guest teachers
- Private Training Platform
- Workbooks and journaling prompts
- Live (and recorded) guided audio and video practices

#### 3. Fees and Payment

You understand and agree:

Payment options for the Programs are as detailed on the course page: [www.kerrie-louise.com/initiation](http://www.kerrie-louise.com/initiation)

Alternative payment plans are also available through direct conversation with Kerrie.

- 3.1 All fees are in Australian Dollars and include GST (Australian Good and Services Tax).
- 3.2 Payment is accepted by Credit Card or direct bank deposit (via Stripe)
- 3.3 Payment plans are as offered on [www.kerrie-louise.com](http://www.kerrie-louise.com) or by individual arrangement

##### Late payments

- 3.4 You are responsible for ensuring that payments are made on time, admin fees may apply for late or missed payments
- 3.5 The School reserves the right to cease program access until the due fees are paid in full.

- 3.6 If an account is beyond 30-days overdue, the School reserves the right to turn the account to third-party collections to collect your debt and all related legal fees and expenses.
- 3.7 This Agreement will be terminated at this time, and no further access to the Program will be provided.
- 3.8 At this time, Kerrie also reserves the right to deny any access to the School and future programs.

#### **Variation**

- 3.8 Kerrie Louise reserves the right to vary fees at any time.
- 3.9 Changes in fees will not affect you and will only apply to a new round of program delivery.

#### **4. Refund Policy**

You understand and agree:

- 4.1 No refunds are offered for withdrawal or a change of mind.
- 4.2 If the circumstances (see 4.7) warrant and a refund request is made before any the release or program materials, a refund less \$300 administration fee will be provided.
- 4.3 No refund is available after seven (7) days from the commencement of any Program.
- 4.4 You remain liable for the remainder of the Program fee regardless of whether you paid in full or by payment plan. (Please see **Refund Management** for reasons other than a change of mind below).

#### **4.5 Refund Management**

You understand and agree:

- 4.6 Your commitment to your success and completion of your selected Program is required to gain maximum results from the Program.
- 4.7 Refund requests after seven (7) days of the commencement of any Program will be managed according to our obligations and your rights as a consumer under Australian Consumer Law.
- 4.8 Refund requests will be considered on a case-by-case basis and are not guaranteed.
- 4.9 Where your payment method is via a payment plan, costs will be calculated and deducted from the total fees owing to The School of Tantra and the Sacred Arts.
- 4.10 You will remain liable for the balance for payment owed to The School of Tantra and the Sacred Arts.
- 4.11 Failure to pay at any time is a breach of this Agreement, and we are entitled to seek legal relief and remedy for this breach and recover the debt owed by you.
- 4.12 Outstanding accounts and costs for collection will be referred to a third party for debt collection.

#### **5. Day to day communication**

You understand and agree:

- 5.1 Day to day communication for the duration of the Programs is via the Mighty Networks online training platform.
- 5.2 The Training Platform helps build connections and facilitate group learning and peer support, and education.
- 5.3 Unless your communication is personal or confidential, you are requested to post all questions, comments, and observations to the Training Platform.
- 5.4 With any private matters such as queries regarding the Program, accounts, or personal issues, please email [support@kerrie-louise.com](mailto:support@kerrie-louise.com).
- 5.5 Emails are responded to within 48 hours during business hours, Monday to Friday.
- 5.6 The Facilitator will respond to group questions within 24-48 hours on business days only.
- 5.7 For confidential matters Kerrie is contactable via email at [contact@kerrie-louise.com](mailto:contact@kerrie-louise.com)

#### **6. Participant Expectations**

- 6.1 Participants are required to
  - complete all modules
  - attend live or watch replays of all videos
  - complete homework
  - learn and practice new skills
  - Work directly with Kerrie on live calls

- be self-disciplined and self-motivated with study and skills practice
- 6.2 Your commitment includes but is not limited to:
- completing the entire Program you have purchased with full participation
  - attending all live calls or viewing replays
  - being present and engaged in the private Training Platform
  - being committed to achieving your defined outcomes
  - being supportive of others in the Program
  - attending your scheduled private consultations with the Facilitator or Support Team

### **Mighty Networks Training Platform**

- 6.3 The private Training Platform is by invitation only for Program Participants.
- 6.4 The sole purpose of the Training Platform is to provide a private forum for Participants to ask questions and access group coaching calls.
- 6.5 You agree to abide by the Mighty Networks rules of conduct, privacy and confidentiality of group discussions, member details and posts relating to their personal stories and businesses.
- 6.6 You are prohibited from promoting your business and similar programs to that of the Programs under this Agreement, in the Training Platform or by private message to other group participants.
- 6.7 Toxic, abusive and disrespectful conduct will result in removal from the Training Platform.
- 6.8 Sharing posts from the Training Platform, including images, is strictly prohibited. This conduct will result in immediate removal from the group.
- 6.9 You will respect the confidentiality of each Participant in all group coaching calls.
- 6.10 You will not discuss another participant or their personal stories in either an individual or professional context, outside the group, for any reason whatsoever without the express written permission of the Participant.

### **Technology issues**

- 6.11 If there are any problems with the website or if the host or network should go down due to circumstances beyond our control, The School of Tantra and the Sacred Arts shall not be held responsible.
- 6.12 We will do our best to get the system back up as soon as possible when it is within our control.
- 6.13 The School of Tantra and the Sacred Arts shall not be liable to you or any other party because of viruses or malware that may infect your or any other party's electronic equipment.
- 6.14 You agree that you:
- a. will not use any robot, spider or other devices, process or means to access the Program
  - b. will not compromise or circumvent the security controls of the Program or otherwise gain unauthorised access to the Program
  - c. will not attempt to interfere with the proper working of the Program.

### **Program Portal**

- 6.15 You will be required to register your details to create a password to access the Program content in the Program Portal.
- 6.16 It is your responsibility to ensure the details you provide are correct and current.

### **Password security**

- 6.17 You are solely responsible for the protection and confidentiality of any password that may be issued to or subscribed for by you from time to time.
- 6.18 You will not share your password with any other person.
- 6.19 You will immediately notify us if your password is lost or becomes known to any other person.

6.20 You are solely responsible for access and use of this Site via your password, whether such access or use is by you or any other person; and

6.21 The personal information you provide to the Program will be managed according to our Privacy Policy.

## 7. Confidentiality

7.1 All information shared with the Facilitator during individual coaching sessions is confidential and will not be shared with a third party unless required by law.

7.2 Personal and business information provided by you is managed by our [Privacy Policy](#)

## 8. Intellectual Property and Copyright

8.1 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the Program and within any program created by Kerrie Louise, are the property of Kerrie Louise and the The School of Tantra and the Sacred Arts and their affiliates or licensors. Accordingly, they are protected by copyright, trademark, and other intellectual property laws.

8.2 As a Participant and Practitioner, you are always bound to ensure that you do not breach our intellectual property rights at any time for any reason.

8.3 You may not use any of the materials available in the Program or any teaching platform or in a manner that infringes any of our rights or that has not been expressly authorised by us.

8.4 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the Program and within any program created by Kerrie Louise, is provided solely for your personal and non-commercial unless you are Practitioner who has completed the required Shakti Woman Facilitator Program.

8.5 Shakti Woman Practitioners may use the material for delivering the Program to their clients, and use of materials is restricted to this purpose only.

8.6 Use of materials for any other commercial purpose is prohibited without the express written permission of Kerrie Louise.

8.7 You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material the Program or related programs without the express permission of Kerrie Louise. You may request such permission by emailing [support@kerrie-louise.com](mailto:support@kerrie-louise.com).

## 9. Disclaimer

You understand and agree:

### General

9.1 You have engaged Kerrie Louise's services and purchased the Program at your own risk.

9.2 All content, resources and coaching are provided for personal use and information only.

9.3 Kerrie Louise does not offer any representations, warranties, or guarantees, verbally or in writing, regarding your results from the Programs.

9.4 Kerrie Louise cannot and does not make any guarantees about your ability to get results or improvements with your health or otherwise with our coaching, tools, ideas, information, or strategies.

9.5 Results are dependent on various factors, including but not limited to your current health status, commitment, personal ability, and dedication, and in no way dependent on any information or strategy provided to you by Kerrie Louise.

### Guest speaker

9.6 From time-to-time guest speakers are engaged to present expert material during the course of the program.

9.7 Opinions held and shared by guest speakers are not necessarily the opinions of Kerrie Louise and she may not endorse the material or opinions presented.

9.8 You are responsible for how you manage any information or opinions provided by guest speakers including how you may apply it to your personal or professional circumstances.

### Medical disclaimer

- 9.9 Kerrie Louise is a qualified Tantra teacher, a meditation teacher, a Tao Tantric Sacred Feminine Arts facilitator, and an embodiment, sexuality and relationship coach.
  - 9.10 Kerrie Louise is not a qualified doctor, psychologist, or counsellor.
  - 9.11 Kerrie Louise does not claim to diagnose or heal conditions.
  - 9.12 The information provided in the Program is not intended to, cannot, and should not be expected to be a substitute for advice and treatment from a qualified medical practitioner.
  - 9.13 Any changes you choose to make to your medication, health or treatment protocols should be discussed with your primary healthcare provider and is not intended to, cannot, and should not be expected to be a substitute for professional advice and treatment from a qualified healthcare professional.
  - 9.14 The Programs do not replace any treatment plans or protocols for diagnosed illnesses or medical conditions.
  - 9.15 You are advised to consult your doctor before making any health-related decisions during or as a result of participating in the Programs,
- Earnings disclaimer**
- 9.16 The School of Tantra and the Sacred Arts and Kerrie Louise cannot and do not make any guarantees about your ability to get results or earn any money from mentoring, advice, ideas, information, or strategies provided in any Program or from your decision to develop a business by offering the skills and information you have learned at The School of Tantra and the Sacred Arts.
  - 9.17 You acknowledge that there is an inherent risk in any business enterprise or activity, and there is no guarantee that you will earn any money as a result of the purchase of any Program.
  - 9.18 Nothing in the disclaimer above will limit or exclude any liability that may not be limited or excluded by applicable law.

## 10. Limitation of Liability

You understand and agree:

- 10.1 Liability for the services provided by The School of Tantra and the Sacred Arts and Kerrie Louise is governed solely by the Australian Consumer Law and these Terms and Conditions.
- 10.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
- 10.3 To the extent permitted by law,
  - a. The School of Tantra and the Sacred Arts and Kerrie Louise exclude all express or implied representations, conditions, guarantees, warranties, and terms relating to any Services except those set out in this Agreement.
  - b. The School of Tantra and the Sacred Arts denies any liability in contract, tort (including negligence), or otherwise for any direct, indirect, special, incidental, or consequential costs, losses, claims, damages, expenses or proceedings incurred or suffered by you arising directly or indirectly out of or in connection with its services, including but not limited to any loss, damage or expense arising from any defect, error, imperfection, fault, mistake or inaccuracy with the information or advice provided by Kerrie Louise;
- 10.4 The School of Tantra and the Sacred Arts guarantees that all services are supplied to you with due care and skill and fit for the services advertised.
- 10.5 To the extent that The School of Tantra and the Sacred Arts is unable to exclude liability; total liability for loss or damage you suffer or incur from services by The School of Tantra and the Sacred Arts and Kerrie Louise is limited to re-supplying the Services to you, or, at our option, refund to you the amount you have paid for the Services to which your claim relates.

## 11. Dispute Resolution

You understand and agree:

- 11.1 You will contact Kerrie Louise immediately with any concerns for quick and effective resolution through friendly consultation.
- 11.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:

- a. You must advise Kerrie Louise in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
  - b. You agree to meet with a key representative of Kerrie Louise in person or via Zoom or Skype, in good faith to seek to resolve the dispute by Agreement and compromise.
  - c. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute for mediation to the Law Society of New South Wales (NSW).
  - d. Both parties must attend the mediation provided by the Law Society of NSW in good faith to seek to resolve the dispute.
- 11.3 Litigation via the court process may only be considered after a genuine attempt at mediation brought by either party is unsuccessful.
- 11.4 Confidentiality is paramount to both parties personal and professional reputations and standing in their business and community.
- 11.5 At no time will any communications or discussions be made public, including but not limited to any social media platforms or websites of either party.
- 11.6 Any public discussion or comments about either party will be considered defamatory, harmful or otherwise damaging. They will be the subject of compensation in any mediation or litigation claim.
- 12. Governing Law**  
You understand and agree:
- 12.1 The Terms and Conditions of this Agreement are governed and construed under the laws of New South Wales.
- 12.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.
- 13 Non-Defamation**
- 13.1 You agree that you will not, directly or indirectly, make or ratify any defamatory comments or remarks as defined by law, in writing, orally or electronically, about Kerrie Louise, The School of Tantra and the Sacred Arts, any team members or participants.

Thank you for reading this Agreement. By proceeding with your payment, you accept the Program Terms and Conditions contained in this Agreement.