



LIFE COACH TRAINING &
CERTIFICATION PROGRAMME

TERMS & CONDITIONS OF REGISTRATION/ENROLMENT

TO BE READ AND AGREED TO BY THE PROSPECTIVE TRAINEE PRIOR TO REGISTRATION

Preamble:

These Terms and Conditions, together with the debit order mandate that you are required to sign if you choose to pay using one of our Easy-Pay-Plan offers, form the Agreement between you, the Trainee, and us, New Insights Africa Coaching and Communication CC, that will govern our provision of products and services to you in terms of the New Insights Life Coach Training and Certification Programme that you are registering for.

At New Insights we advocate of the use of plain English and we believe in constructing agreements that are clear, simple to understand and fair to both parties. It is important that you read the appropriate section(s) of this document carefully to prevent any misunderstandings during the course of our relationship.

The Terms and Conditions are presented in three sections below. Please note the Sections that apply to you and read them accordingly.

- Section 1 applies to **all Trainees**.
- Section 2 applies only to Trainees who have chosen to register for the **PRO certification track**
- Section 3 applies only to Trainees who choose to utilise one of our **Easy-Pay-Plan instalment payment plans** for payment of that portion of the programme fee not covered by the initial payment.

Please page down for Section 1

SECTION 1 – GENERAL

Trainer/Trainee Relationship

New Insights Africa Coaching and Communication CC is a close corporation registered in South Africa, trading as New Insights Africa (**NIA**). NIA markets, distributes, supports and provides services for the New Insights Life Coach Training and Certification Programme (the **Programme**) from South Africa.

The primary aim of the Programme is to train individuals to become practitioner life coaches. The training involves both the study of skills training theory and the practical application thereof. As the Trainer, NIA will, during the prescribed period of training, regularly refer to you (**You**), as a purchaser of this Programme, using the term 'trainee life coach' or simply **Trainee**.

Product & Services

The Programme consists of the following key elements:

- **The Product.**
This refers to all printed and downloadable programme material and resources made available to You, the Trainee, for study and practice coaching purposes. It includes, but is not limited to, the introductory audio, programme guide, skills training manuals, business support manuals, coaching session guide, practice coaching session notes, simulated coaching videos and other online programme resources.
- Various supporting **Services** associated with Your chosen certification track or option.
NIA provides a range of supporting services aimed at assisting the Trainee to complete the requirements for its certification. Such Services will be provided for the duration of the allowed Certification Period (see 'Time limit on certification' below) and, in the case of VIP coaching and mentoring services provided to PRO trainees, as set out in Section 2 (See 'Time window allowed for coaching and mentoring services').

These Services include, but are not limited to: general email and telephone support, online access to the New Insights Forum and Journaling platforms, online access to model answers for self test assignments, access to and marking of the final theory exam, review and collation of practice client feedback forms, VIP coaching and mentoring services, coaching competency assessments, issuance of a certificate upon completion of the course requirements within the allowed period.

Programme satisfaction guarantee

Should You decide, within the first 30 calendar days after Your registration/enrolment, that the Programme does not meet Your needs, You are entitled to return the Product at Your cost and in good re-salable order for a full refund of the programme fee less a small administrative fee and, if you chose the PRO option, a pro rata fee to cover any VIP coaching and mentoring Services You may already have utilised.

For more detail, please familiarise Yourself with the full New Insights refund policy which is available from our website (see the URL below:

<https://www.life-coach-training-sa.com/refund-policy.html>

Time limit on certification

In order to protect the integrity of the New Insights certification process, we stipulate a time limit within which You need to complete the certification requirements for the Programme as set out in Your Programme Guide, or as may be amended by New Insights from time to time. The period allowed for certification (**Certification Period**) is two years from the date of Your registration/enrolment (as reflected on Your invoice).

New Insights may, in certain circumstances, agree to extend this period, such extension normally being subject to the payment of an additional fee.

Exclusive use of the Product and Services

The Product and related Services are intended for Your sole and exclusive use as the registered Trainee, whether or not You are being sponsored by another person or institution.

Product and Services not for transfer or resale

You are not entitled to transfer or resell the Product or access to the related Services, either in whole or in part, at any time during or after the allowed Certification Period, whether or not you successfully complete the prescribed certification requirements for the Programme.

Use of the New Insights Life Coaching System

During the Certification Period and subject to you having signed the New Insights Code of Ethics Declaration, NIA grants You a temporary license to use the New Insights Life Coaching System (**Coaching System**) and coaching session notes solely for practice coaching purposes required for certification purposes.

Should You successfully complete the New Insights certification requirements and remain in good standing with NIA, you may continue to use the System in your professional coaching, subject to payment of the required annual license fee as set out on the New Insights website.

Up to date contact details

NIA will communicate with You primarily through the medium of email. It is thus imperative that You inform NIA of any change to Your email address as and when it occurs. It is Your responsibility to ensure that You receive confirmation of any such changes from NIA. We cannot be held responsible for failing to provide You with Services if You do not inform us of changes timeously.

Certification requirements

The Programme requirements for certification may change from time to time to take account of the evolving life coaching industry and our policy of continual improvement. However, NIA will endeavour not to extend, or make the requirements more onerous, for existing Trainees during the Certification Period.

Self paced course is Your responsibility

You acknowledge that it is Your sole responsibility to complete the Programme certification requirements within the certification period, should this be Your intention. The Programme is self-paced meaning that it is Your responsibility to ensure that You do not allow unreasonable delays in Your studies and practice coaching that may jeopardise Your ability to meet the certification requirements in the time allowed. NIA undertakes to inform You from time to time during the Certification Period, of the remaining time available to You.

Electronic submission of certification requirements

New Insights operates largely on a 'paperless' basis. NIA will only accept Your certification requirement submissions (self test assignments, code of ethics declaration, practice session feedback, exam submission etc.) in electronic format (e.g. via email or fax) unless specific dispensation has been granted to You to use another format.

Coaching as an independent operator

Any relationship, contractual or otherwise, that You may enter into with clients, whether during training or after completion of the certification requirements, will be conducted in your capacity as an independent operator.

You are not entitled to claim that you are in any way an employee, representative or agent of New Insights, NIA or any of its sister or affiliated companies, whether or not you choose to use the Coaching System in your coaching.

You agree that You will not hold NIA or any of its sister or affiliated companies in any way liable for the process, outcome, results or effect (either direct or indirect) of Your coaching. You also agree to indemnify New Insights against any such claims that Your clients may make in this respect.

Code of Ethics

New Insights trainee coaches and certified coaches are required to uphold a simple yet important code of ethics when coaching in accordance with our Coaching System. You will be required to sign a declaration of intent to uphold the code, which is available from Your online programme resources, and which may be amended from time to time. You acknowledge that You are not entitled to use the Coaching System unless you have signed and are committed to abide by this Code.

Results and income not guaranteed

Whereas the Programme has been carefully designed to give you the very best chance of success as a professional life coach and the Coaching System has been used in many instances to produce excellent results for clients, NIA cannot guarantee the results that You will achieve through the Programme or with the Coaching System.

Although NIA may, from time to time, offer examples of the level of income that may be achieved from life coaching, the income level You achieve will be dependent on many factors, such as Your chosen niche market, Your Unique Selling Proposition as a coach, whether You choose to coach full or part time, how many clients You take on, how much experience You have, what Your fees are, and so on. You therefore acknowledge that the income You make from a career in life coaching is largely dictated by Your own level of commitment and the effort You put in and therefore cannot be guaranteed by NIA.

Right to make changes

New Insights has a policy of continuous improvement. We therefore reserve the right to make changes to our policies and/or to the Product and Services that make up the Programme, as we deem necessary from time to time. We reserve the right to charge an additional fee for access to significant Product or Service upgrades. You will always be given the choice to accept or not accept such upgrades.

SECTION 2 – PRO CERTIFICATION OPTION

Coaching and mentoring

By registering/enrolling for the PRO certification track/option You are entitled to coaching and mentoring services that will be provided by what we call VIP ('Valued Independent Partner') coaches. VIP coaches are, as the name implies, independent operators with whom NIA contracts to provide such services to Trainees. They are not employees of NIA.

Coaching and mentoring support services

The responsibility of your mentor coach is to enhance your understanding of – and ability to apply – the New Insights Life Coaching System by conducting a series of coaching and mentoring sessions and interactions that deliver on this responsibility. Within this context, Your appointed coach will work with you to tailor such interactions to meet Your specific needs.

Appointment of Your mentor coach

Due to timing and availability constraints, the appointment of Your mentor coach will be made at the sole discretion of NIA. However, You will be encouraged to review the list of available coaches and make Your preferences known, whereafter NIA will take this into account in making the appointment.

Remote nature of coaching and mentoring services

Coaching and mentoring services provided by Your appointed VIP Coach will be delivered through one or more of a number of 'remote' communication channels, including:

- Skype/Zoom (or similar) and/or telephone;
- eMail;
- SMS;
- online journaling;
- the Forum;

Your appointed mentor coach will contact You to agree how best to provide the services to meet Your requirements. You are strongly encouraged to subscribe to a free VOIP service such as Skype or Zoom (this requires a broadband internet connection). Skype and/or similar VOIP (Voice over Internet) services are an essential tool in the modern coach's toolkit.

Time window allowed for coaching and mentoring services

Within the overall Certification Period of 24 months, NIA allows a time window of 12 months within which You need to utilise the services provided by Your mentor coach.

You must commence the engagement with your appointed coach within six months of registering/enrolling for training. Your registration/enrolment date is the date stipulated on Your invoice. You must complete the engagement with your mentor coach within twelve months of the agreed starting date.

Coaching and mentoring costs other than coach's personal time

The contract between NIA and VIP coaches does not provide for remuneration of costs incurred other than the coach's personal time. Any additional costs that the coach may incur in meeting Your requests (e.g. travelling time, cost of telephone calls, etc.) will be for Your account.

Changing your mentor coach

In the event that You are substantively unhappy with the performance of Your appointed coach, You may apply to NIA to appoint a replacement coach for provision of the remaining services. Such application should clearly substantiate Your reasons for this request. The decision to appoint a replacement coach will be made at the sole discretion of NIA.

Competency Assessment

As one of the requirements of PRO level certification, You will be required to arrange to have a recording made of You coaching a practice client through Sessions One and Two of the Coaching System. The recording should be a video (if you choose to coach face-to-face) or an audio (if you coach remotely). The quality needs to be good enough to allow the NIA assessor to hear (and, if video, see) both You and Your client clearly.

Any costs that may be incurred in making the recordings and submitting them to NIA will be for Your account.

In the event that NIA determines that You are not competent in any of the key areas tested, You will be asked to submit further recording(s) of practice sessions. An additional fee will be levied for any such additional competency assessment(s) that may be required to demonstrate Your competence.

Non refundability of unused Services

By registering for the PRO course option You accept responsibility for ensuring that any coaching and mentoring services included in the option are utilised, in full, within the time window allowed (see 'Time window allowed for coaching and mentoring services' above). NIA will not be liable to refund You for services that You do not fully utilise in this period.

SECTION 3 – EASY-PAY-PLAN

Offer Availability

NIA's Easy-Pay-Plan offer is made available exclusively to individuals acting in their private capacities. Instalment payment terms are not offered to corporate or organizational sponsors.

Creditworthiness check

NIA will conduct a creditworthiness check through the TransUnion Credit Bureau, using the details You supply on the Easy-Pay-Plan application form, before deciding to approve or decline Your application for installment payment terms. You will be required to agree to this by checking the relevant consent box on the application form.

Access to the Services dependent on payment

Until You have paid the invoiced amount for the Programme in full, Your access to the various Services that NIA makes available as part of Your chosen Programme certification option are dependent on You continuing to make monthly payments, in accordance with the payment schedule You have agreed to.

Certification issued only upon payment in full

Your Certificate of Completion (CLASSIC option) or Certificate of Competency (PRO) will be issued only once You have paid for the Programme in full, regardless of whether You have completed all of the requirements for certification.

In the event that You complete the certification requirements prior to completion of Your agreed monthly payments, You may choose to pay the balance outstanding immediately to secure the issuance of Your certificate or You may choose to wait, until Your payments are complete.

Payment is by Debit Order

You are required to make the required monthly instalment payments by debit order, processed against either a valid bank account or credit card. You will be required to furnish relevant banking / credit card details as part of Easy-Pay-Plan application and registration process.

Should You choose to have a bank account debited, You will be required to sign a bank approved debit order mandate that will allow NIA's agent to debit Your account on a monthly basis until payment has been made in full.

Payment default implications

In the event that You default on one or more monthly payments, either in part or in full, NIA will be entitled to suspend, terminate, or deny You access to the Services that form part of the Programme. Provided that such default is fully rectified within 60 days, to its satisfaction, New Insights will resume the provision of Services to You.

Should You default on one or more monthly payment, either in part or in full, and that default is not fully rectified within 60 days, NIA reserves the right to list You on the TransUnion Credit Bureau as a default payer. (This could have a serious impact on Your credit record and Your future ability to raise credit).

With respect to defaults, NIA reserves the right to charge a fee for collection and administration equal to 10% (ten percent) of the total value of the outstanding payment(s). In addition, NIA reserves the right to charge interest on outstanding payments, at 10% (ten per cent) per annum.