MOMENTUM MENTORING
2026/27

AGREEMENT

A mentoring service for practitioners.

Thank you for your interest in working together. Please read this information carefully. Once you have paid for your inclusion in the service these terms are classed as signed and form a legal binding agreement between us. Breaches of the agreement will be pursued legally.

This Agreement, hereinafter referred to as “the Agreement," is made between Cassandra Duffill Strategy / Cass Duffill (“the Coach”), registered in Queensland Australia with ABN 33184230693 and whose registered trading address is at 6/19 Cotton Street Nerang Queensland Australia 4211. Cassandra Duffill (“the Coach’) and you (“the Client’) are together referred to as the “Parties”

The purpose of this Agreement is to set out the details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place to ensure our time together will be positive, productive, and respectful.

1. Service Description.

You have enrolled Momentum Mentoring, a three or six month mentoring service, duration chosen by you during checkout.

Momentum starts on the date of your first session, and ends three or six months later, depending upon the duration participant chooses at sign up.

The cost of the service (Legacy) is $495/mth inc gst, or pay in full 3 months or 6 months. Pay in full six months comes with a bonus. We reserve the right to change the bonus without prior notification.

There is no fee for payment plan members however missed payments will include a 5% processing fee per week of non-payment.

The full details of the Service is a 3 or 6-month mentoring service to help to grow your practice. The content we cover is completely tailored and bespoke to your business. We set the goals for your mentoring at the start of our time and you work towards those goals throughout your timeframe, with my support as your mentor.

The mentoring will include as follows and apply at the date of this Agreement:

1 x 60min Kick Off Session

Fortnightly 30min mentoring sessions

- 3 month mentoring includes 6, delivered across 13 weeks
- 6 month mentoring includes 12, delivered across 13 weeks
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Access to the online portal of resources for the duration of the mentoring - access is NOT lifetime or ongoing

Ongoing support within reason, on weekdays

These inclusions may be changed during the service for other inclusions of equal value, without prior disclosure. Participants may choose to skip some sessions at their discretion, which are then forfeit. Non attendance at any session will forfeit that session.

"Within reason" denotes a reasonable amount of contact, delivered by email or other agreed process, between the business work hours of Monday to Thursday, 9am to 5pm. Outside of these hours correspondence will not be responded to.

2. Our Responsibilities.

As your Coach, my role is to:

- Ensure the sessions are provided as promised, at a rate of one x 60min zoom call per month for six months
- Be on time and prepared for each Session.
- Offer support and accountability.
- Help you stretch and focus with any "homework" supplied and action steps you need to take.
- Keep any session content and discussions confidential
- Answer any questions you may have within defined boundaries (ie during our sessions, in the Trello board, or in our Whatsapp or Slack channel, or messenger if we agreed to that).
- Comply with the terms of this Agreement.

As the Client, it is your responsibility to:

- Show up for each Session on time without distractions.
- Give 100% of your effort and fully commit to the mentoring service.
- Come prepared for each Session.
- Be open to new ideas and communicate honestly, openly and with integrity.
- Be courteous and kind.
- Come to each Session willing to stretch and grow.
- Do the work and complete the action steps between Sessions
- Comply with the terms of this Agreement and promptly provide payment for the service.
- Ask any questions you may have as directed.
- Keep any session content and discussions confidential

Contacting Me: We determine our primary method of contact in our first session, usually Facebook messenger or Whatsapp. We may also choose mutually to use sms.

The portal also includes the ability for you to message me. I endeavour to respond within 48hrs, most times much sooner.

3. Your Mentoring Sessions

You have complete autonomy over your sessions bookings as I cannot book for you from my end of the system. You have a link to book the package of sessions and I recommend you book them immediately to ensure you get the dates and times you prefer.

Cancellations or reschedules - with 48 hours notice you can change your session time/date. Anything less and your session is forfeit, unless in case of emergency. Sessions you book and fail to attend are “no show” and are also forfeit.

Your mentoring ends at the end of the 3 or 6 months, regardless of how many sessions you’ve attended. I make myself available so you can book all sessions and should you not do that, I am not accountable.

Christmas break: should the mentoring service close for Christmas or other holiday periods, you will be granted an automatic extension on the end of your mentoring to cover this time. For example, should we close for 2 weeks over Christmas, you will have two extra weeks added free of charge to your mentoring. Note that during breaks you will have full access to the portal and resources, but mentoring sessions and support will not be available.

4. Payment

Payment for the Program is as set out in Clause 1.

Where you have opted to pay in installments you irrevocably acknowledge and agree that this is not a subscription and that the full price is payable whether or not you continue to the end of the mentoring. Should you cancel midway through the mentoring and you’re paying in installments, all remaining payments will be immediately due. There are NO REFUNDS for any reason.

We accept payment via the stripe online portal where you signed up, unless we’ve agreed otherwise. We will do all that I reasonably can to ensure that all of the information you gave when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorized access to any information that you give us.

Your credit card or debit card will only be charged when you authorize the payments by clicking proceed through our website.

All payments by credit card or debit card need to be authorized by the relevant card issuer.

If your payment is not received by us we may charge interest on any balance outstanding at the rate of 5% percent per week, and your inclusion in the mentoring will be suspended until your payment is received. We will email you to let you know if we intend to do this.

The price of the services is in Australian dollars ($) (AUD) and includes GST at the applicable rate.

5. Refunds

No refund policy shall apply to the service. Should you choose not to continue to the end for any reason full payment will still be required.

6. Guarantee

There are no guarantees with this mentoring service as all outcomes are based on your ability to execute the work.

7. Confidentiality

Our Privacy Policy is available at Privacy Policy

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

8. Intellectual Property Rights

I retain all ownership rights to the materials provided to you through your participation in the service. I reserve all rights, title and ownership of all materials which are provided to you for your individual use only and with a single-user license.

I do not authorize you to share, copy, distribute, or disseminate any materials received electronically or otherwise without our prior written consent. All intellectual property, including the materials, workbooks or any other content shall remain my property and you will not obtain any rights of ownership or other rights (of whatever nature) in the digital or other content or in any copies of it.

For the avoidance of doubt, the course materials are for sole use of the Client for personal use. The material cannot be used to teach others the methods learned within the service.

9. Disclaimer

Whilst every effort has been made to accurately represent this service and its potential there is no guarantee of results or outcomes using the ideas and techniques taught.

Examples of outcomes from former clients in any materials are not to be interpreted as a promise or a guarantee of your outcome.

Your potential is entirely dependent on the way you use our products, ideas and techniques. Your level of success in attaining the results claimed in our materials depends entirely upon the time you devote to the Program, your commitment, your application of its ideas and techniques, your finances, your business, your knowledge and various other skills. Since these factors differ

according to individuals, we cannot guarantee your success. Nor can we be responsible for any of your actions.

You acknowledge that I am supporting you in my role exclusively as a Coach providing development and coaching for business, inspirational and informational purposes only. I do not provide medical, financial or legal advice.

By paying the fee to join the service you are signing this Agreement you are consenting to this Disclaimer.

10. Termination

We may terminate your access to the Program, with immediate effect, if you:

(a) commit a material breach of your obligations under this Agreement; or
(b) fail to provide payment of any amount due as and when it becomes due; or
(c) have a bankruptcy petition presented against you or you become subject to a bankruptcy order or another situation where you may not be in a position to meet your contractual obligations under this Agreement; or

We shall also be entitled to limit or suspend, and/or terminate the arrangement without refund whether paid or remaining due and payable, if we reasonably determine that you:

(a) are becoming disengaged, disruptive or if you impair the provision of the service. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behavior shall include, but not be limited to, displaying a lack of interest in the, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offense; and/or
(b) are failing to follow or abide by any of these Terms or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

11. Limitation of Liability

We make no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Program and in no circumstances shall the Coach be liable for any indirect, consequential or special damages. Notwithstanding any damages that the you may incur, the Coach's entire liability under this Agreement, and the your exclusive remedy, shall be limited to the amount actually paid by you to the Coach under this Agreement for the Program rendered through and including the termination date and you agree that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

12. Notices

Any notices given under this Agreement shall be deemed served if received by E-mail to the following addresses;

Email: **hello@cassduffill.com**

13. Entire Agreement

This Agreement constitutes the entire agreement between us. This Agreement may be modified or amended at any time if the amendment is made in writing and is signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else. In the event that any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining portions of the Agreement which shall be severed and remain in full force. The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

14. Disputes

We will try to resolve any disputes with you quickly and efficiently.
If you are unhappy with:

- the services;
- our service to you generally; or
- any other matter,

Please contact us as soon as possible at support@cassduffill.com where we will aim to respond to your expression of dissatisfaction within 48 hours.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- let you know that we cannot settle the dispute with you; and
- give you certain information required by law about our alternative dispute resolution provider.

If you want to take court proceedings, the courts of Queensland Australia will have non-exclusive jurisdiction in relation to this contract. The laws of Australia will apply to this contract.

15. Miscellaneous

As the Client you further agree as follows;

That you will not, promote or advertise your products or services to any employee, client or contractor of the Coach or use your participation in the service to promote or advertise your products or services without the Coach's express consent, such consent not to be unreasonably withheld.

That during the service and for a period of 24 months thereafter, that you will not canvass or solicit any of the Coach's clients or prospective clients without the Coach's express consent, such consent not to be unreasonably withheld.

That for the duration of the Service and for a period of 24 months afterwards, that you will not employ, engage or attempt to induce, employ, solicit or entice away from the Coach any of the Coach's employees, or contractors that was engaged, employed or contracted to the Coach at any point during the period of the Service without the Coach's express consent in writing, such consent not to be unreasonably withheld.

Your Service will not begin until acceptance of these terms has been received, by payment being made.

By accepting the terms of this Agreement you are agreeing to be legally bound by its terms, and acknowledge that you have read, understood and agreed.

By paying for your program you are digitally accepting all terms within this agreement.