

Proactive Spirit | Individual Services

Terms & Conditions

Version 1.0 | Effective March 2026

These Terms apply exclusively to services purchased directly by individuals. They do not apply to services provided to workplaces, organisations, or government agencies, which are governed by separate agreements.

Thank you for choosing to engage with Proactive Spirit. We are committed to providing a professional, safe, and respectful experience.

These Terms and Conditions apply to all services and products purchased directly by individuals for personal development purposes. They form a legally binding agreement between you ("Client", "User", "Coachee", or "Customer") and Mila, U. Patel trading as Proactive Spirit ("we", "us", "our", "coaches").

These Terms apply solely to individual consumer engagements. Services delivered to workplaces, organisations, or institutions are governed by separate written agreements and are not covered by these Terms.

Together with our Privacy Policy and any other referenced policies, these Terms constitute the entire agreement between you and Proactive Spirit and supersede any prior discussions, representations, or agreements.

For the purposes of this Agreement:

- "Services" refers to educational resilience coaching, programmes, workshops, digital content, and related materials provided directly to individuals, including products.
- References to "we", "us", or "our" include Mila U. Patel and any authorised contractors engaged in delivering services.
- References to "you" or "Client" refer to the individual purchasing or participating in the services.

Unless otherwise specified, the terms "services" and "products" may be used interchangeably, depending on context.

Acceptance of Terms & Modifications

By accessing, purchasing, or using our website, products, or services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. We may update or amend these Terms at any time, and material changes will be communicated reasonably, such as via our website, email or updated here with change of date. Continued use after any updates constitutes acceptance of the revised Terms. If you do not agree, you must discontinue use of our services.

Use of Website and Services

You agree to use our website, products, and services lawfully and responsibly, ensuring that you:

- Comply with all applicable laws and regulations;
- Provide accurate and current information;
- Do not impersonate others or transmit unsolicited materials;
- Avoid conduct that may harm Proactive Spirit, its reputation, or other users or expose them to liability;
- Refrain from sending unsolicited promotional materials, such as "junk mail," "chain letters," or "spam."

We reserve the right to suspend or terminate access if these conditions are breached.

Products and Services

We offer educational resilience-based products and services, which may include digital manuals, workbooks, worksheets, structured frameworks, empowerment support, and individual coaching sessions. Our services are based on the Proactive Spirit Strengthening Resilience Framework, which includes optional faith-based reflective content, involving declarations and affirmations. Participation in any faith-based components is entirely voluntary. Clients will be informed of the nature of such content prior to purchase.

We may engage contractors or third-party service providers to assist in delivering services. Where we do so, we remain responsible for the overall delivery of services under this Agreement, provided we are notified promptly of any issues or concerns.

Our products and services are provided solely for the benefit of the purchasing client. We do not accept liability to any third party who may access, rely upon, or be affected by the use of our products or services, except to the extent required by law.

We reserve the right to update, modify, or discontinue any product or service at our discretion.

Coaching Agreement (including Confidentiality)

Certain service packages may include a complimentary coaching session. Where coaching services are provided, clients are required to enter into a separate Coaching Agreement prior to commencement. In the event of any inconsistency, the Coaching Agreement will prevail in relation to coaching services.

Confidentiality

- Coaching sessions are conducted privately via Zoom or Google Meet unless otherwise agreed.
- Clients must ensure sessions are conducted in a private setting with no third party present or listening without prior disclosure and consent.
- All information shared in sessions is treated confidentially, except where disclosure is required by law or professional obligations.

Session Delivery & Communication

- Clients are responsible for ensuring suitable internet access and a private environment for the session.
- Sessions are 45 minutes in duration.
- Coaching may be scheduled outside standard business hours at our discretion.
- Our primary method of communication is via email. Clients must keep contact details accurate and up to date.
- We aim to respond to communications within 24–48 business hours.
- Standard business hours:
 - Monday–Friday: 9:00 am – 5:00 pm;
 - Saturday: 10:00 am – 4:00 pm;
 - Closed Sundays and public holidays.
- Mobile numbers may be requested for urgent communication if technical difficulties occur.

Recording of Sessions

- Sessions may be recorded for quality assurance, staff training, or internal review purposes.
- Your participation in a recorded session constitutes consent to this clause.

- Recorded sessions will be stored securely, with access limited to authorised personnel only.
- Recordings will not be shared with third parties without written consent, except where required by law.
- Clients may decline recording without affecting access to services.

If a concern or issue arises from any coaching session, please contact us within 14 days of the session to allow timely review and resolution.

Fees and Payment

All fees for individual products and services are as published on our website or as otherwise confirmed to you in writing.

Unless expressly stated otherwise, all prices are in New Zealand Dollars (NZD) and are inclusive of GST where applicable.

Payment is required in full prior to access being granted to any digital product, programme, or services, unless a written payment plan has been agreed.

Where a payment plan is offered:

- You agree to complete all scheduled payments;
- Access to services may be suspended if payments are missed.

Upon successful purchase, an invoice or receipt will be issued to the email address you provide. It is your responsibility to ensure your contact details are accurate.

We reserve the right to amend pricing at any time. Any changes will not affect purchases already confirmed.

Refunds, Rescheduling and Termination

Digital Products

Due to the immediate access provided to digital products, including the Strengthening Resilience Framework and associated materials, purchases are non-refundable except where required under applicable consumer protection laws.

Clients are responsible for reviewing product descriptions prior to purchase.

Coaching Sessions – Rescheduling

Coaching sessions may be rescheduled with at least 48 hours' written notice via email or the booking system.

Sessions cancelled with less than 48 hours' notice may be forfeited at our discretion, except in exceptional circumstances.

We reserve the right to reschedule sessions where necessary. If we reschedule with less than 48 hours' notice (other than due to Force Majeure), an alternative appointment will be offered.

Expiry of Prepaid Sessions

All prepaid coaching sessions must be used within six (6) months from the date of purchase unless otherwise agreed in writing.

Unused sessions after this period will expire without refund.

Sessions may be transferred to another individual with prior written notice and approval.

Termination

Either party may terminate coaching services by providing written notice. Termination does not entitle the client to a refund for services already delivered or purchased.

We reserve the right to terminate services immediately where:

- There is a breach of these Terms or the Coaching Agreement;
- Payment obligations are not met;
- The coaching relationship is no longer appropriate or effective.

Testimonial Consent

We welcome client feedback. However, testimonials will only be published or used for marketing purposes with your explicit consent.

If you choose to provide a testimonial and consent to its use, you grant Proactive Spirit a non-exclusive, royalty-free licence to reproduce, publish, and distribute your testimonial on our website, marketing materials, and social media platforms.

Testimonials may be edited for clarity, grammar, or length, provided the meaning and intent of the original statement are not materially altered.

Unless otherwise agreed in writing, testimonials will be attributed using first name and general location, or first name and first initial of surname. Full name attribution will only be used where explicit written permission has been provided. No sensitive, confidential, or identifying information will be published.

You may withdraw your consent at any time by providing written notice. Withdrawal will apply to future use and does not require removal of materials already printed or published prior to withdrawal.

Provision of a testimonial is entirely voluntary and is not a condition of receiving services.

Intellectual Property

All materials provided through our services, including digital manuals, workbooks, frameworks, empowerment support, coaching and other resources (Materials), are the intellectual property of Proactive Spirit and are protected by applicable copyright and intellectual property laws.

Upon purchase or participation, you are granted a limited, non-exclusive, non-transferable licence to access and use the Materials for your personal, non-commercial use only.

You may not reproduce, copy, modify, distribute, publish, transmit, create derivative works from, or otherwise use the Materials for commercial purposes without prior written consent.

Certain proprietary content, including empowerment support, faith-based declarations and affirmations, forms part of our confidential methodology and must not be shared, reproduced, or distributed without permission.

Unauthorised use of the Materials may result in suspension of access and/or further action where appropriate to protect our intellectual property rights.

Disclaimer

Proactive Spirit provides educational and personal development services. Our products and services are non-clinical in nature and are not a substitute for medical, psychological, psychiatric, legal, financial, or other professional advice. We do not provide counselling, psychotherapy, mental health treatment, crisis support, or substance abuse services. If you are experiencing significant distress, mental health

concerns, or require clinical support, you should seek assistance from a qualified health professional or appropriate support service.

If you are currently under the care of a health professional, you are encouraged to inform them of your participation in our services.

While we aim to provide practical and evidence-informed tools, individual outcomes will vary. We make no guarantees or representations regarding specific results.

To the extent permitted by law, Proactive Spirit is not liable for any loss or damage arising from reliance on information provided through our products or services. By engaging with our services, you acknowledge that you are responsible for your own decisions and actions.

Limitation of Liability

To the extent permitted by applicable law, Proactive Spirit excludes liability for any indirect, incidental, special, or consequential loss or damage arising from the use of, or inability to use, our products or services.

Nothing in these Terms excludes, restricts, or modifies any rights or remedies you may have under the Consumer Guarantees Act 1993 or other applicable consumer protection laws.

Proactive Spirit does not guarantee specific results or outcomes from participation in our services. You acknowledge that any decisions or actions taken based on our materials are your own responsibility.

Where liability cannot be excluded, our total liability arising out of or in connection with any product or service is limited to the amount paid by you for the specific product or service to which the claim relates.

Indemnification

You agree to indemnify and hold harmless Proactive Spirit, its directors, owners, employees, contractors, and representatives from any claims, losses, liabilities, costs, or expenses (including reasonable legal costs) arising from:

- your breach of these Terms and Conditions;
- your misuse of our products or services; or
- your infringement of any intellectual property or other rights of a third party.

This indemnity survives termination of these Terms to the extent permitted by law.

Disputes & Complaints

If you have a complaint regarding our products or services, you agree to first contact Proactive Spirit in writing, providing reasonable details of the issue so that we may attempt to resolve the matter in good faith.

We aim to acknowledge complaints within 2 business days and will make reasonable efforts to resolve concerns promptly.

If the parties are unable to resolve a dispute through direct communication, either party may request that the matter be referred to mediation before commencing formal legal proceedings. Any mediation will be conducted by a mutually agreed independent mediator and shared equally unless otherwise agreed.

Nothing in this clause prevents either party from seeking urgent relief through the courts where necessary.

Force Majeure

Neither party is liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, acts of God, nature, war, civil unrest, strikes, pandemics, government actions, or failure of utilities or telecommunications networks.

The affected party must notify the other party as soon as reasonably practicable and will use reasonable efforts to minimise the impact of the event.

Performance of the affected obligations will be suspended for the duration of the force majeure event. If the event continues for more than 30 days, either party may terminate the affected services by written notice.

Governing Law & Jurisdiction

These Terms and Conditions, and any disputes arising from or related to the use of our products and services, shall be governed by and interpreted in accordance with the laws of New Zealand.

Any legal action or proceeding related to these Terms and Conditions must be brought exclusively in the courts of New Zealand. By accessing or using our products and services, you consent to the jurisdiction of these courts and waive any objections regarding venue or jurisdiction.

Costs

Unless otherwise determined by a court, each party will bear its own legal costs in relation to any dispute.

Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed severable. The remaining provisions shall continue in full force and effect, ensuring the integrity and enforceability of the overall agreement.

Contact Details

Proactive Spirit

Email: support@proactivespirit.com

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Address: Based in New Zealand

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