

Proactive Spirit | Individual Services

Terms & Conditions

Version 1.0 - Draft (August 2026)

1. Introduction and Application

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, Urmila Patel trading as Proactive Spirit ("we", "us", "our", "coaches").

Together with our Privacy Policy and any other referenced policies, these Terms constitute the entire agreement between you and Proactive Spirit.

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.

By using our products and services, you confirm that you are at least 18 years of age, or have the consent of a parent or legal guardian, and have the legal capacity to enter into this agreement.

Your personal information is collected, used, and stored in accordance with our Privacy Policy. By using our Services, you consent to such collection and use.

2. Definitions

For the purposes of this Agreement:

- "Services" refers to educational resilience programmes, coaching sessions, digital content, the "Proactive Spirit Resilience Framework™" ("Framework"), Empowerment Support, Proactive Purpose Phase, and related materials provided to individuals for personal development purposes.
- "Framework™" means our proprietary educational resilience methodology used in the design and delivery of our Services. It incorporates structured reflective

practices, resilience education, and optional Empowerment Support, and is part of our protected intellectual property.

- “Empowerment Support” refers to an optional component of the Services which includes faith-based reflective content, values-informed encouragement, intentional language, declarations, affirmations, and reflective support.
- Services do not constitute medical, psychological, therapeutic, or clinical advice, diagnosis, or treatment.
- 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, references to “Services” may include associated products or materials where relevant.

3. Acceptance of Terms & Modifications

By accessing, purchasing, or using our website 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 by updating the effective date above.

Continued use after any updates constitutes acceptance of the revised Terms. If you do not agree, you must discontinue use of our Services.

Nothing in these Terms is intended to exclude, restrict, or modify any rights you may have under applicable consumer protection laws, including the Consumer Guarantees Act 1993 (New Zealand), where applicable.

If you access our Services from outside New Zealand, you are responsible for ensuring that your use of the Services complies with any applicable local laws.

4. Use of Website and Services

You agree to use our websites 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"

You must not misuse our Services, attempt to gain unauthorised access to any part of our website or systems, or interfere with the proper functioning of our Services.

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

We do not guarantee that our website or digital Services will be available at all times or free from interruptions, delays, or errors.

5. Products and Services

5.1 The Proactive Spirit Resilience Framework

We offer educational resilience-based products and services delivered through the Proactive Spirit Resilience Framework™. These may include digital resources, manuals, workbooks, worksheets, structured learning materials, online programmes, and Empowerment Support services.

The Framework is designed to support individuals in developing resilience, self-awareness, personal growth, and practical strategies for navigating challenges.

Additional information about specific Services may be provided through our website, programme material, or other communication channels or websites.

5.2 Proactive Purpose Phase

The Proactive Purpose Phase supports individuals in identifying and exploring their personal goals, values, and future direction. The focus of this phase is personalised to each individual based on what is meaningful and important to them.

5.3 Coaching

Coaching is a personalised one-on-one service designed to support clients to set goals, create action plans, build confidence, and make progress towards personal and professional outcomes.

This personalised approach allows clients to work with a coach to explore challenges, develop strategies, and create momentum towards their desired outcomes.

Coaching services are provided under a separate Coaching Agreement. Please refer to Section 6 for further details.

5.4 Empowerment Support

We offer Empowerment Support, which is a faith-informed and values-based support approach involving intentional language, declarations and affirmations, and reflective content.

These support practices are private, non-directive and encouragement-based designed to support a positive reflective environment. They are not performed as direct interventions, nor do they involve directing, controlling or influencing an individual's decisions, and do not require participation in or adoption of any belief system. They are also not therapeutic, clinical, or psychological interventions.

Empowerment Support is not a therapeutic, clinical, or psychological intervention and does not replace professional advice or services where required.

Empowerment Support is provided with full respect for personal autonomy, consent, and individuals' belief systems and values. Participation is entirely voluntary. These practices are supportive in nature and do not replace personal responsibility, effort, or professional advice where required. Individuals are responsible for all decisions, actions, and outcomes.

Clients must provide informed consent before Empowerment Support is provided. Participation may be declined at any time and remains entirely voluntary throughout the programme or service.

All empowerment support services are conducted within seven (7) working days from the date of purchase.

Empowerment Support forms part of the Framework™ when consent has been provided. As part of the Framework™, clients may choose to opt in or opt out of Empowerment Support at the time of purchase. It is also available as a standalone service.

5.4.1 Opt-In to Empowerment Support (Access Period)

Where a client has opted out of the Empowerment Support within the Framework™, they may opt back in during the twelve (12) month access period, subject to providing informed consent prior to reactivation.

For verification purposes, clients may be required to provide reasonable proof of purchase or enrolment, such as a confirmation email or invoice, before activation.

5.5 Cohort and Community Participation

The programme may be delivered either on an individual basis or in a cohort (group) format, depending on the programme and the arrangement agreed at the time of enrolment.

Where the programme is delivered in a cohort format, participants may be offered access to a private online community to support learning, discussion, and peer connection. Participation in the community is voluntary.

Participants are expected to engage respectfully with fellow participants and maintain the confidentiality of personal information shared within the cohort or community. While every effort is made to foster a safe and supportive environment, confidentiality between participants cannot be guaranteed.

The Programme Facilitator reserves the right to moderate discussions and make reasonable changes to the programme format, schedule, or delivery method where necessary to support the effective delivery of the programme. Where necessary, the Programme Facilitator may remove a participant from the cohort or community for behaviour that is abusive, disruptive, or inconsistent with maintaining a respectful learning environment.

5.6 Free Group Coaching & Information Sessions

As part of the cohort, complimentary group coaching and information sessions may be provided. These sessions are intended to support familiarity with the content and framework, provide an opportunity to ask questions, and enable participants to learn from the experiences and perspectives of others in the cohort.

Participation in discussion and the sharing of personal experiences is entirely voluntary. Participants are not required to share their personal stories, experiences, or personal information, and there is no expectation or pressure to do so.

The sessions are intended to provide a shared learning environment in which participants may gain different perspectives and deepen their understanding through the experiences, knowledge, and insights of others. Hearing another participant's perspective may provide an opportunity to reflect on, or view differently, aspects of their own experience.

Confidentiality and respect: Participants are expected to respect the privacy of others and to treat personal information, experiences, and discussions shared during the sessions as confidential. Information shared by another participant should not be

recorded, reproduced, or disclosed to others outside the group without that participant's consent.

5.7 Programme Scope & Limitations

Our Services are provided for educational and personal development purposes only. They are designed to support reflection, learning, resilience, personal growth, and practical development.

The Services are not intended to be, and must not be relied upon as, medical, psychological, therapeutic, clinical advice, or other regulated professional advice, diagnosis, or treatment.

Participants acknowledge that any decisions, actions, or changes they make as a result of engaging with our Services are their own responsibility.

Our 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 information, materials, or through our Services, to the extent permitted by law.

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.

We reserve the right to make reasonable updates, modifications, or changes to our Service where necessary.

We will deliver our Services with reasonable care and skill, consistent with applicable legal requirements.

6. 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.

The Coaching Agreement is intended to provide additional terms specific to the coaching relationship, including matters such as sessions arrangements, expectations, and confidentiality. It does not replace or override these Terms and Conditions.

In the event of inconsistency between this Agreement and the Coaching Agreement, these Terms and conditions will prevail unless expressly stated otherwise in writing.

Coaching services are educational and development-focused. While we aim to support meaningful personal growth, we do not guarantee specific outcomes or results from participation in coaching or use of our services.

6.1 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, and will not be disclosed to third parties without your consent, except where disclosure is required by law or professional obligations.
- Confidentiality does not apply where there is a risk of harm to you or others, or where disclosure is required to comply with legal obligations.

6.2 Session Delivery & Communication

- Clients are responsible for:
 - ensuring suitable internet access and a private environment; and
 - initiating and joining scheduled sessions at the agreed time using the provided meeting link or access details.
- 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.
- We are not responsible for delays or disruptions caused by factors outside our control, including internet connectivity issues or third-party platform failures.
- We kindly ask that you start a new email thread for each different topic to avoid confusion.

6.3 Recording of Individual Coaching Sessions

Consent Required

- Individual coaching sessions may be recorded for quality assurance, reflection, training or evaluation, internal review and resolution purposes.
- Recording will only occur with prior consent from the client. Consent is voluntary and can be withdrawn at any time.

Options for Non-Consent

- Clients may decline to be recorded without affecting the session or coaching outcomes.
- If a recording is not possible, sessions proceed without recording.

Storage and Retention

- Recordings are stored securely in accordance with the Privacy Act 2020 (New Zealand) and reasonable security practices.
- Recordings are deleted within 14 working days unless otherwise agreed in writing.
- Access is limited to authorised personnel only.
- Recordings will not be shared with third parties without written consent, except where required by law.

Client Responsibility

- Clients are encouraged to inform the coach of any privacy or confidentiality requirements that may affect recording.
- If any concern or issue arises from a recorded session, please contact us within 14 working days to allow timely review and resolution.

7. Fees and Payment

All fees for individual 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.

You are responsible for any currency conversion fees, bank charges, or international transaction fees that may apply.

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.

Payment Plans

Where a payment plan is offered:

- You agree to complete all scheduled payments
- Access to Services may be suspended if payments are missed
 - We reserve the right to cancel access to Services where payments remain outstanding after reasonable notice

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.

All payments are final for change of mind, except where required under applicable consumer protection laws

We reserve the right to engage debt recovery processes for outstanding amounts, where reasonable and in accordance with applicable law.

8. Refunds, Rescheduling and Termination

8.1 Digital Products

Due to the immediate access provided to digital products, including the Strengthening Resilience Framework and associated materials, purchases are non-refundable for change of mind, except where required under applicable consumer protection laws, including where a product is faulty, not as described, or does not meet applicable consumer guarantees.

Clients are responsible for reviewing product descriptions prior to purchase.

Access to digital products may be subject to reasonable usage limits, platform availability, or timeframes specified at the time of purchase.

8.2 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 by the client may be forfeited, except in exceptional circumstances.

If a client arrives late to a scheduled session, the session may still end at the originally scheduled time. If the client is more than 10 minutes late, the session may be treated as a no-show and may be forfeited.

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

8.3 Expiry of Prepaid Sessions

Your purchase date is confirmed in your confirmation email. All prepaid coaching sessions are valid for three (3) years from the date of purchase.

Any unused sessions will expire at the end of the three (3) year period and are non-refundable. It is the client's responsibility to book and use sessions within this validity period.

Prepaid coaching sessions may be transferred to another person with our prior written approval.

8.4 Refunds of Prepaid Sessions

Clients may request a full refund of a prepaid coaching session within seven (7) days of purchase. Requests must be made in writing. After this period, all sessions are non-refundable. Refunds are only available for sessions that have not yet been booked or used.

All prepaid sessions are transferable in accordance with clause 8.3.

Approved refunds will be processed using the original payment method where reasonably practicable, or by alternative method as agreed.

8.5 Termination

Either party may terminate coaching services by providing written notice. Termination does not entitle the client to a refund for Services already delivered, except where required under applicable consumer protection laws.

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, safe, or effective

Where Services are terminated by us without client fault, we may, at our discretion, offer a partial refund for any unused, prepaid sessions.

9. 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, revocable, non-transferable 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 without explicit consent.

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.

10. Intellectual Property

All materials provided through our Services, including digital manuals, workbooks, frameworks, Empowerment Support, Proactive Purpose Phase, 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, share, resell, sublicense, or otherwise make the Materials available to any third party, for commercial or non-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.

Nothing in these Terms grants you any ownership rights in our intellectual property.

11. Disclaimer

Proactive Spirit provides educational and personal development Services, including the Proactive Spirit Resilience Framework™ and Empowerment Support. These Services are non-clinical in nature and are not a substitute for medical, psychological, psychiatric, therapeutic, 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.

You acknowledge that participation in our Services does not create a therapist-client, medical, fiduciary, or other regulated professional relationship.

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 tools, educational content, and reflective approaches that support personal development, individual outcomes will vary.

We do not guarantee specific outcomes or results from the use of our Services.

To the extent permitted by law, Proactive Spirit is not liable for any loss or damage arising from reliance on information provided through our Services, including the Framework™ and Empowerment Support, except where such liability cannot be excluded under applicable law.

By engaging with our Services, you acknowledge that you are responsible for your own decisions and actions.

12. 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 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, including guarantees that services will be provided with reasonable care and skill.

To the extent permitted by law, our liability is limited to losses that were reasonably foreseeable at the time the Services were provided and directly arising from our Services.

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

13. 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 Services; or
- your infringement of any intellectual property or other rights of a third party.

This indemnity applies to the extent permitted by law and does not apply to the extent that any claim arises from our breach of these Terms or our negligence.

This indemnity survives termination of these Terms.

14. Disputes & Complaints

If you have a complaint regarding our Services (including digital products), 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.

15. 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.

16. Governing Law & Jurisdiction

These Terms and Conditions, and any disputes arising from or related to the use of our 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 Services, you consent to the jurisdiction of these courts and waive any objections regarding venue or jurisdiction.

Where you access the Services from outside New Zealand, you acknowledge that New Zealand law governs these Terms to the fullest extent permitted by applicable law.

16.1 Costs

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

16.2 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

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