

CoachOne Method Student Terms and Conditions

Sep 22, 2026 · @Kea

Version 1.0. Effective Sep 29, 2026 . Keep a dated copy of this document every time it changes.

These terms cover enrolment in the CoachOne Method Personal Trainer Certification and the Exercise Fundamentals Certificate. Sep 28, 2026 .

They are drafted against the Consumer Guarantees Act 1993, the Fair Trading Act 1986 including its unfair contract terms regime, and the Privacy Act 2020. Section 13 lists the decisions still open and the questions worth putting to the lawyer.

1. How these terms work

1.1 Who we are. CoachOne Limited, a company registered in New Zealand and based in Wellington, trading as CoachOne Method. In these terms we are called CoachOne, we, us or our. You can reach us at coachone@coachonemethod.com.

1.2 Who you are. The person enrolling in a programme. In these terms you are called the student, you or your.

1.3 When you are bound. You agree to these terms at the earliest of: ticking the box at checkout, making any payment towards a programme, or signing in to the learning platform. If you are enrolling on behalf of an employer, you confirm you are authorised to bind them and they are jointly responsible for the fees.

1.4 What forms the agreement. These terms, the programme description published on coachonemethod.com on the day you enrol, and the payment schedule you select at checkout. If those documents conflict, they apply in that order, except that a specific written agreement signed by a CoachOne director overrides all of them.

1.5 Definitions.

Term	Meaning
Programme	Either the CoachOne Method Personal Trainer Certification or the Exercise Fundamentals Certificate
Platform	The learning platform we deliver the programme through, currently Kajabi
Knowledge check	The short assessment inside each lesson that must be passed before the next lesson unlocks
Practical assessment	An assessment of coaching or exercise performance, submitted by video or completed in person
REPs	The Register of Exercise Professionals New Zealand
Founding Cohort	Students who enrol at the founding rate before we announce that the founding rate has closed
Release schedule	The published dates on which each area of the Personal Trainer Certification becomes available

1.6 Standard form contract. These terms are a standard form consumer contract. Nothing in them limits, excludes or modifies any right you have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. Where a term in this document appears to conflict with those Acts, those Acts apply.

1.7 Changes to these terms. We may update these terms for programmes sold after the change. For a programme you have already paid for, we will only apply a change that materially affects your rights if you agree to it in writing, or if the change is required by law or by REPs. We will email you at least 14 days before any such change takes effect.

2. Enrolment and eligibility

2.1 Age. You must be at least 18 on the day you enrol. If you are 16 or 17, we may accept your enrolment where a parent or legal guardian co-signs these terms and accepts responsibility for the fees. REPs sets its own minimum age for registration and we do not control it.

2.2 No prior qualification needed. Neither programme requires previous study or an existing fitness qualification. Both assume a serious commitment to the craft and a willingness to be assessed on performance rather than on written work.

2.3 Physical participation. Both programmes require you to demonstrate exercise technique and to coach another person. You confirm you are able to take part in physical activity, or that you have discussed your participation with a registered health practitioner. See section 9.

2.4 What you need. A device with internet access, the ability to record and upload video, and access to a gym or training space where you can complete practical assessments. You are responsible for these costs. We do not provide gym membership.

2.5 Support and accommodations. If a disability, injury, health condition or language need affects how you study or how you are assessed, tell us at coachone@coachonemethod.com. We will discuss reasonable adjustments to the way an assessment is delivered. We will not lower the standard being assessed, because the standard is what makes the certificate worth holding.

2.6 Accurate information. The name you enrol under is the name that appears on your certificate and goes to REPs, so it must match your legal name. Keep your contact details current. We are not responsible for missed communications sent to an out of date address.

2.7 One person per enrolment. Your enrolment is personal to you. You cannot transfer it, sell it or share it with anyone else.

2.8 First aid. REPs may require a current first aid or CPR certificate before it registers you. Obtaining and paying for that certificate is your responsibility, not ours.

2.9 Declining an enrolment. We may decline an enrolment before the programme starts, for example where we cannot verify your identity or where you have previously been removed from a CoachOne programme. If we decline, we refund everything you have paid within 10 working days.

2.10 Your enrolment is yours alone. An enrolment is personal to you. It cannot be sold, gifted, transferred or assigned to another person, organisation or estate, and payments made are not transferable to anyone else. If you are buying an enrolment as a gift for someone, tell us before they begin so we can register it in their name from the start.

2.11 Keeping your details current. Tell us if your name, email address or phone number changes. We issue certificates and send every notice under these terms to the email address on your account, and we cannot be responsible for a notice you did not receive

because the details we held were out of date.

3. What we deliver and when

3.1 The programmes.

- **Exercise Fundamentals Certificate.** 29 video lessons covering movement and coaching foundations, with knowledge checks and three practical assessments. All 29 lessons are available from the day you enrol.
- **CoachOne Method Personal Trainer Certification.** Four areas and more than 80 video lessons, beginning with Exercise Fundamentals and continuing through Testing, Programming and Coaching, Lifestyle Coaching, and Business Success.

3.2 Self-paced. Neither programme runs to a class timetable. There is no cohort to keep pace with and no fixed start date. You decide when you study and when you submit, within the access period in clause 3.6.

3.3 How stages are released and unlocked. Exercise Fundamentals is available in full from enrolment. The Personal Trainer Certification is delivered in four stages, and each stage unlocks when you pass the practical assessment for the stage before it. Your own progress is what sets your pace.

Until April 2027 a stage must also have been released by us before it can open to you. We are rolling the certification out in stages during this period so that we can manage the pace, learn from the founding group, and confirm that everything works as it should. In this period a stage opens on the later of two things: the date we release it, or the date you pass the assessment before it.

The final stage, Business Success, is released in April 2027. From that point every stage is available, and passing the practical assessment for the previous stage is the only thing that gates your progress.

The founding rate is offered to the first 50 enrolments, in exchange for accepting this staged delivery, and you acknowledge that at enrolment.

3.4 If a release is late. April 2027 is our best estimate for the final stage, not a guarantee. If a stage is released more than 60 days after any date we have given for it, you may ask us to extend your access period by the length of the delay, and we will do so at no cost.

3.5 If we cannot deliver an area at all. If an area is more than six months late, or we tell you we will not be releasing it, you may choose either a credit against another CoachOne programme or a refund of the part of your fee that relates to that area. For the Personal

Trainer Certification that part is calculated as one quarter of the fee you have paid for each undelivered area. This sits alongside your rights under the Consumer Guarantees Act and does not replace them.

3.6 How long you have access. Unless we agree otherwise in writing:

- Exercise Fundamentals Certificate: 24 months from the date you enrol.
- Personal Trainer Certification: 24 months from the date you enrol.

At the end of your access period your access to the platform ends and any assessment you have not submitted can no longer be submitted. We will email you at least 30 days before your access period ends.

3.7 Improving the material. We update lessons, resources and assessment material as the industry changes and as students tell us what is working. We may replace or re-record a lesson. We will not remove an area you have paid for, and we will not make an assessment harder for you after you have started it.

3.8 Platform availability. The platform is provided by a third party and we cannot promise it will be available without interruption. If the platform is unavailable for more than seven consecutive days we will extend your access period by the length of the outage.

3.9 If we stop operating. If CoachOne ceases to deliver a programme you are enrolled in, whether because the business closes or for any other reason, we will tell every enrolled student in writing as soon as we know. Three things then happen. We refund the stages not yet unlocked to you, calculated under clause 5.4. We help you find and move to another provider so you can finish your training. And we give you a written record of the stages you have completed and the assessments you have passed, so that another provider can recognise the work you have already done rather than making you start again.

4. Fees and payment

4.1 Prices. All prices are in New Zealand dollars. The price that applies to you is the one published at the moment you enrol, and it is fixed for the whole of your payment plan.

Programme	Pay in full	Payment plan
Exercise Fundamentals Certificate	\$999	\$399 first payment, then \$50 a week for 12 weeks

Programme	Pay in full	Payment plan
Personal Trainer Certification, founding rate	\$2,499	\$399 deposit, then \$70 a week for 30 weeks
Personal Trainer Certification, standard rate	\$3,499	By arrangement

Every payment plan totals the same amount as paying in full. There is no interest and no plan fee.

4.2 GST. CoachOne is not currently registered for GST, so no GST is charged and the prices above are the total amount payable. If CoachOne becomes registered for GST during your payment plan, we will meet the GST on your remaining instalments ourselves. The amount you pay will not change.

4.3 How payment is taken. Payments are processed by Stripe. By selecting a payment plan you authorise us to charge your nominated card automatically on the schedule you chose, until the full fee is paid. Keeping a valid card on file is your responsibility.

4.4 A payment plan is a commitment to the full fee. A payment plan is a way of spreading the price, not a subscription. It is not tied to how often you log in or how fast you progress. Choosing a plan commits you to the total fee for the programme, whether or not you complete it, subject to your cancellation rights in section 5 and your rights under the Consumer Guarantees Act.

4.5 If a payment fails. Stripe will automatically retry a failed payment over the following seven days. We will email you when a payment fails and again before any access is affected.

4.6 If a payment stays unpaid. If a scheduled payment does not clear, Stripe retries for seven days. If it has still not cleared by then, we pause your access until payments resume. Suspension is not cancellation. Your lessons, your knowledge check results and any assessment you have submitted are all preserved, and access is restored as soon as payment is made. If 60 days pass with no payment and no contact from you, we may cancel your enrolment by written notice under clause 5.4. We will not pursue you for the unpaid balance.

4.7 Recovery costs. If we have to recover unpaid fees, you are liable for the costs we reasonably incur in doing so. We will tell you before we refer a debt to a collection agency and give you at least 14 days to settle it first.

4.8 Paying early. You may pay out the balance of a payment plan at any time at no extra cost. Students often do this to clear the balance before final certification, which clause 6.7 requires.

4.9 Hardship. If you cannot meet an instalment because of genuine hardship, contact us before the payment is due. We would rather reschedule a plan than suspend a student. Any variation we agree will be confirmed by email.

4.10 Upgrading from Exercise Fundamentals to the Certification. Exercise Fundamentals is also the first stage of the Personal Trainer Certification. If you complete it as a standalone programme and later decide to go on to the full certification, you pay the difference between what you paid for Exercise Fundamentals and the certification price current at the time you upgrade. At today's founding rate that top up is \$1,500. You do not repeat stage one. The practical assessment you have already passed carries over, so you begin at stage two.

5. Cancellation, refunds and deferrals

5.1 Seven day change of mind period. New Zealand law does not give a general cooling off right on an online course purchase. We offer one anyway. You may cancel within seven calendar days of enrolling and we will refund everything you have paid, including the deposit, with no administration fee.

5.2 The limit on the seven day period. The change of mind refund is available provided you have completed no more than 20% of the lessons in your programme. Progress is recorded automatically by the platform. Past that point you have consumed a meaningful part of what you bought.

5.3 How to cancel. Email coachone@coachonemethod.com from the address you enrolled with and say you are cancelling. The date we receive your email is the date of cancellation. We will confirm within two working days and refund within 10 working days to the card you paid with.

5.4 After seven days. Outside the seven day period one principle applies: you pay for what has been unlocked to you. If you are on a payment plan, tell us you want to stop and we will close your access and cancel every remaining instalment. You will not be charged again and we will not pursue you for the balance. What you have already paid is not refunded, because it covers the stages already unlocked to you. If you paid in full for the Personal Trainer Certification, we refund the stages not yet unlocked to you, at one quarter of the fee for each stage still to come. If you paid in full for Exercise

Fundamentals, the whole programme is available from enrolment, so there is nothing undelivered to refund. This does not affect your rights under the Consumer Guarantees Act if the programme itself is not delivered with reasonable care and skill, nor your rights under clause 3.5 if we fail to deliver an area.

5.5 Deferrals. If illness, injury, bereavement, a new baby or comparable hardship interrupts your study, you may apply in writing for one deferral of up to six months. An approved deferral pauses your access period for its length. Scheduled instalments continue during a deferral unless we agree otherwise under clause 4.9. We will not unreasonably refuse a deferral request.

5.6 Moving from Fundamentals to the full certification. If you hold the Exercise Fundamentals Certificate and later want the Personal Trainer Certification, the fee you paid for Fundamentals is credited in full against the Personal Trainer Certification at the price current on the day you upgrade. Lessons you have completed and assessments you have passed carry across.

5.7 If we cancel your enrolment. We may cancel your enrolment for a serious or repeated breach of section 9 or section 10, or for non-payment under clause 4.6. Before cancelling, we will tell you in writing what the problem is and give you at least 14 days to put it right, unless the breach involves the safety of another person. If we cancel for any reason other than your breach, we refund the portion of your fee for the part of the programme you have not received.

5.8 Refunds generally. Refunds are made to the original payment method. We do not charge a fee for processing a refund.

5.9 Extenuating circumstances. Sometimes something serious and outside your control makes study impossible for a period. Where that happens we will work with you. The usual outcome is more time, a paused payment plan or a revised schedule rather than a refund.

Circumstances we will consider, with whatever supporting evidence you can reasonably provide:

- Serious illness or injury affecting you, or someone who depends on you
- Pregnancy, childbirth and the period following it
- Bereavement of someone close to you
- A significant and unexpected change in your financial position
- A natural disaster, civil emergency or similar event directly affecting your household
- Family violence, or another safety situation affecting your ability to study

Circumstances that would not normally qualify on their own, although you are always welcome to ask:

- Changing your mind about the programme, or about a career in the industry
- Ordinary changes to your work hours, roster or workload
- Moving house, travel or a holiday
- Losing momentum, or simply running out of time

Neither list is applied mechanically. Tell us what is happening, send what evidence you reasonably can, and we will give you a written decision within 10 working days. These arrangements sit alongside your rights under the Consumer Guarantees Act and do not replace them.

6. Assessment and certification

6.1 Knowledge checks. Each lesson ends with a knowledge check. You need 80% to unlock the next lesson. There is no limit on attempts and no charge for retaking one. The purpose is to make the material land, not to catch you out.

6.2 Practical assessments. Each area finishes with practical assessment. The Exercise Fundamentals Certificate has three. You choose how each one is assessed:

- By video, recorded by you and submitted through the platform, or
- In person with an approved assessor at an affiliated facility.

Both options are included in your fee. There is no written examination in either programme.

6.3 What you are assessed against. The criteria for every practical assessment are published inside the platform before you attempt it. You are assessed against those criteria alone. You should be able to check your own work against them before you submit.

6.4 Marking timeframes. Knowledge quizzes are marked automatically. We mark practical assessments within 10 working days of submission. If a submission is going to take us longer than that, we will tell you before the ten days are up, because your progress through the programme depends on us.

6.5 Reassessment. If an assessment is not yet at the required standard, we tell you exactly what was missing and what to do differently. Your first two reassessment attempts on any given assessment are included in your course fee at no charge. Further attempts on that same assessment are \$250 each, payable before we mark them. Before a

third attempt we will ask you to have a coaching conversation with us first, at no cost to you, because repeated submissions without support rarely fix the thing that is actually in the way.

6.6 Doing your own work. Assessment video must be of you, coaching or demonstrating in real time. A practical assessment must be a single continuous take with no cuts, no edits and no overdubbed audio. Submitting someone else's footage, footage of a session you did not lead, or material generated or altered by artificial intelligence is a serious breach of these terms. Where we find one, the assessment is void, and we may require supervised in person reassessment or cancel your enrolment under clause 5.7.

6.7 Certification. We issue your certificate, and confirm your completion to REPs, once you have passed every knowledge check and every practical assessment and your account balance is zero. You may study and submit assessments while a payment plan is running. Only the final certificate and the REPs notification wait for the balance to be cleared.

6.8 What your certificate says. Your certificate records the programme you completed and the date. It is issued by CoachOne Limited. It is not a New Zealand qualification listed on the New Zealand Qualifications and Credentials Framework, and we do not describe it as one.

6.9 Booking an in-person assessment. If you choose to be assessed in person at an affiliated gym, give at least 48 hours notice when you need to change or cancel a booking. Our assessors are working professionals giving us their time, and a missed slot costs another student the chance to use it. A first missed booking costs you nothing beyond rescheduling it. Where bookings are repeatedly missed without notice, we may ask you to complete your remaining practical assessments by video submission instead.

6.10 Replacing a lost certificate. If your certificate is lost or damaged, email us and we will send you another one. Certificates are issued digitally and replacements are digital only. There is no charge.

7. Appeals and complaints

7.1 You can appeal an assessment result. If you believe an assessment decision was wrong or unfair, you can appeal it. Grounds for an appeal include:

- The assessment process differed from what was described to you
- The criteria applied were not the criteria you were given
- The method used was not appropriate for the skill being assessed

- Circumstances you had told us about were not taken into account
- The assessor was biased, or had a conflict of interest
- The recording, equipment or conditions made fair assessment impossible
- The feedback does not explain how the decision was reached

Disagreeing with the outcome is not by itself a ground for appeal. Even so, if you think a decision is wrong, tell us and we will look at it again.

7.2 How to appeal. Email coachone@coachonemethod.com within 14 days of receiving your result. Say which assessment it is and which criterion you believe was applied incorrectly. There is no fee to appeal.

7.3 Who reviews it. A second assessor who did not mark the original submission reviews it against the same published criteria. We will give you a written decision within 10 working days, with reasons.

7.4 If you are still not satisfied. You may ask a CoachOne director to review the decision. That review is our final internal step.

7.5 Complaints about anything else. For a complaint about teaching, an assessor, the platform, billing or how we have treated you, email coachone@coachonemethod.com with the word Complaint in the subject line. We will acknowledge within two working days and give you a substantive response within 10 working days.

7.6 Outside CoachOne. If we cannot resolve a complaint between us, you can take a consumer dispute to the Disputes Tribunal, which handles claims up to \$30,000, or to the District Court. You can also contact Consumer Protection at consumerprotection.govt.nz, or the Commerce Commission about conduct under the Fair Trading Act. A complaint about REPs registration itself goes to REPs.

7.7 No disadvantage for complaining. Raising a complaint or an appeal will never affect how your assessments are marked or how you are treated on the programme.

7.8 We keep a record. We record every complaint and appeal, what was decided and why. We review that record regularly, because a pattern of the same complaint usually means something in the programme needs fixing.

8. REPs registration

8.1 Our current status. CoachOne Method is provisionally approved by REPs NZ for registration pathway purposes. This course has provisional REPs NZ approval while the final Industry Approved Training Provider pathway requirements are being completed.

8.2 What each programme leads to.

- Graduates who successfully complete the CoachOne Method Personal Trainer Certification and meet REPs' individual registration requirements will be registered with REPs at Personal Trainer level.
- Graduates who successfully complete the CoachOne Method Exercise Fundamentals Certificate and meet REPs' individual registration requirements will be registered with REPs at Group Coach (Pre-designed) level.

8.3 REPs makes the registration decision, not us. Completing a CoachOne programme satisfies the education requirement for the level above. REPs sets its own individual requirements, which may include age, first aid certification, a criminal record declaration and a fee, and REPs decides each application. We cannot promise that REPs will register you, and registration is not automatic on graduation.

8.4 We pay your first year. Once you have completed your programme, cleared your balance and met REPs' own requirements, we pay your first 12 months of REPs registration at the level your programme qualifies you for. We pay it directly to REPs. After the first 12 months, renewal is yours to arrange and pay for.

8.5 Working while you study. REPs operates an entry level registration that allows a person to work on a gym floor, showing members how to use equipment and delivering pre-designed programmes, before they hold a full Personal Trainer registration. Students who complete Exercise Fundamentals may be able to apply for it and work while they finish the rest of the Personal Trainer Certification. The title and the conditions of that registration are being finalised with REPs, and both are set by REPs rather than by us. We will confirm the detail to enrolled students once REPs has confirmed it to us. Nothing in this clause is a promise of employment or of a particular registration outcome.

8.6 If our REPs status changes. If REPs withdraws or materially changes our provisional approval, or declines to confirm full approval, we will tell every enrolled student in writing within five working days and explain what it means for them. If the change means your programme can no longer lead to the registration level described in clause 8.2, you may choose to continue, or to cancel and receive a refund of the part of your fee relating to the part of the programme you have not yet received.

8.7 Working overseas. REPs is a member of ICREPs, which supports recognition of registration between member countries. Whether any overseas body recognises your registration is that body's decision, not ours, and the rules differ by country. Check before you rely on it.

9. Safety, filming and the people you coach

9.1 Exercise carries risk. The programmes require you to lift, move and demonstrate. Physical activity carries a risk of strain and injury. You take part at your own risk and you are responsible for judging what is safe for your own body on the day.

9.2 Medical clearance. You confirm you are in good health for physical activity. If you have a cardiovascular, metabolic, respiratory or musculoskeletal condition, or you are pregnant, get clearance from a registered health practitioner before completing practical work. Tell us if you need the assessment delivered differently, under clause 2.5.

9.3 Where you film. Get permission from the gym or facility before you film there. Follow its rules, its health and safety procedures and its emergency procedures. Do not film other members. Many gyms have a policy on filming, and it is your job to know it. CoachOne is not responsible for any consequence of filming somewhere you did not have permission to film.

9.4 Consent from the person you coach. Where an assessment involves coaching another person, you must get that person's written consent before you record, using the consent form we provide inside the platform. Keep the signed form and give us a copy with your submission. We may refuse to mark a submission that arrives without one.

9.5 What you must tell them. Before they sign, tell the person you are filming: that the recording goes to CoachOne Limited, that its purpose is to assess your coaching, that CoachOne assessors will watch it, how long we keep it under clause 11.5, and that they can ask us for a copy of what we hold about them or ask us to correct it. This reflects what the Privacy Act 2020 requires when we collect information about someone from a source other than that person.

9.6 Adults only in assessment video. Anyone you film for an assessment must be 18 or over. Do not submit video containing a child, including in the background.

9.7 Coaching real people. If you coach anyone during your study, whether paid or unpaid, you are responsible for their safety and for staying within the limits of your current registration and competence. You are not a CoachOne employee, contractor or representative, and you must not hold yourself out as one.

9.8 Insurance. We recommend you hold appropriate liability insurance before coaching anyone, and you may be required to hold it once you are registered. Arranging it is your responsibility.

9.9 Our responsibility. We are responsible for the quality of the education we deliver. We are not responsible for injury, loss or damage occurring while you train, film, or coach outside a CoachOne supervised in person assessment, except to the extent the Consumer Guarantees Act makes us responsible.

10. Intellectual property and acceptable use

10.1 We own the course. All video, audio, written material, assessment criteria, resources, and the CoachOne models and frameworks including the Five Pillars, the Nine Essential Skills, the Business Engine and the Results Engine, are owned by CoachOne Limited or licensed to us. Enrolling does not transfer any of it to you.

10.2 What you may do. You get a personal, non-exclusive, non-transferable licence for the length of your access period to watch the lessons, download the resources marked as downloadable, and use what you learn in your own coaching practice. Using the knowledge is the whole point. The restriction is on the material itself.

10.3 What you may not do. You may not screen record, rip, copy, republish, sell, broadcast or publicly show our lessons or resources. You may not share your login. You may not use our material to build or teach a competing course, or to train an artificial intelligence system.

10.4 If we think an account is being shared. If platform activity suggests your login is being used by more than one person, we will contact you and ask for an explanation before we do anything else. If account sharing is confirmed, we may suspend access while we deal with it and, for serious or repeated sharing, cancel your enrolment under clause 5.7. Fees for the part of the programme already delivered are not refunded in that case.

10.5 Your own work stays yours. You own the assessment video you submit. You give us a licence to store it, watch it, mark it, moderate it and use it for internal quality assurance and for a REPs audit.

10.6 Using your work publicly. We will not use your assessment video, your name or your image in marketing without asking you separately and getting your written agreement. You can say no, and saying no has no effect on your assessment or your enrolment. You can withdraw that agreement at any time for future use.

10.7 Ideas you send us. If you suggest an improvement to the programme, we may use it without owing you payment. We are not taking ownership of anything you have created separately.

10.8 Our name after you graduate. Once you have graduated you may say you are a CoachOne Method graduate and state the programme you completed. You may not use our logo or brand in a way that suggests CoachOne endorses your business, employs you, or has approved your services, without our written permission.

11. Privacy and your information

11.1 What we collect. Your name, email address, phone number and postal address where given, your payment records, your progress and results on the platform, your assessment video and any supporting material, your correspondence with us, and the consent forms for anyone you film.

11.2 Why we collect it. To enrol you, deliver the programme, mark your work, issue your certificate, confirm your completion to REPs, take payment, respond to you, meet our obligations under our agreement with REPs, and improve the programme.

11.3 Who we share it with.

Who	What they receive	Why
REPs NZ	Your name, contact details, programme completed, completion date	To process your registration and for REPs audit of our provider approval
Approved assessors, including PT managers at partner gyms	Your assessment video and the marking criteria	To assess your practical work
Kajabi	Your account details, progress and submissions	It is the platform the course runs on
Stripe	Your payment details	To process payment. We never see or store your full card number

We do not sell your information and we do not give it to anyone else without your consent, unless the law requires it.

11.4 Where it is stored. Kajabi and Stripe store information outside New Zealand, including in the United States. By enrolling you agree to that transfer. We only use providers that are subject to privacy obligations comparable to the Privacy Act 2020.

11.5 How long we keep assessment video. We keep assessment video for 24 months after you complete or leave the programme, so that a result can be moderated, appealed or audited by REPs. After that we delete it. You can ask us to delete it sooner and we will, unless we still need it for an open appeal or an audit.

11.6 Marketing. We email enrolled students about their programme. We will only use your information for wider marketing, or use your work publicly, if you agree separately under clause 10.6. You can unsubscribe from marketing at any time.

11.7 Seeing and correcting your information. You can ask for a copy of the personal information we hold about you, and ask us to correct it. Email coachone@coachonemethod.com. We respond within 20 working days, which is what the Privacy Act allows.

11.8 If something goes wrong. If we have a privacy breach that is likely to cause you serious harm, we will notify you and the Office of the Privacy Commissioner as the Privacy Act requires. If you are unhappy with how we have handled your information, contact us first. You can then complain to the Office of the Privacy Commissioner at privacy.org.nz.

11.9 Security. We protect your information with access controls and keep assessment video within the platform rather than downloading it. Assessors are bound to confidentiality.

12. Liability, your consumer rights and general terms

12.1 Consumer Guarantees Act. Where you are a consumer, the Consumer Guarantees Act 1993 gives you guarantees that the programme will be delivered with reasonable care and skill, be fit for purpose, and be delivered within a reasonable time. Nothing in these terms limits or excludes those guarantees, and any term that appears to do so does not apply.

12.2 Fair Trading Act. Nothing in these terms limits your rights under the Fair Trading Act 1986, including the rules on misleading conduct and on unfair terms in standard form consumer contracts.

12.3 Buying for a business. If you enrol for business purposes, you and we agree that the Consumer Guarantees Act does not apply, to the extent section 43 of that Act allows that agreement.

12.4 No guarantee of work or income. We teach the craft and the business of coaching, and we give you the systems we use ourselves. We cannot and do not guarantee that you will find employment, attract clients, earn a particular income, or pass an assessment. What you get out of the programme depends on the work you put in.

12.5 Limit on our liability. Except where the Consumer Guarantees Act or the Fair Trading Act says otherwise, and except for death or personal injury caused by our negligence, our total liability to you for anything arising from these terms is limited to the total fees you have paid us. We are not liable for indirect or consequential loss, including lost income or lost business opportunity.

12.6 Events outside our control. Neither of us is responsible for a failure to meet an obligation caused by something genuinely outside our control, including natural disaster, epidemic, war, or failure of a third party platform. If such an event delays delivery, clause 3.4 applies. If it continues for more than six months, either of us may end the agreement and clause 3.5 applies to what has not been delivered.

12.7 If our business changes hands. We may transfer our rights and obligations under these terms to a person who takes over the CoachOne business, provided your enrolment, your access period and your fee are unaffected. We will tell you if that happens. You cannot transfer your enrolment, as clause 2.10 says.

12.8 Notices. We contact you at the email address on your enrolment. You contact us at coachone@coachonemethod.com. An email is treated as received on the working day after it is sent.

12.9 If part of this is unenforceable. If a court finds a term unenforceable, that term is removed and the rest stays in force.

12.10 The whole agreement. These terms, with the documents listed in clause 1.4, are the whole agreement between us about your enrolment. They replace anything said in conversation, in social media, or in a marketing email, except where the Fair Trading Act makes us answerable for a representation we made.

12.11 Governing law. New Zealand law governs these terms, and the New Zealand courts have jurisdiction.

13. Open decisions before this goes live

Every clause above carries a workable number so the document reads as a whole. The ones below are choices, not law. Confirm them before publishing.

Clause	Decision	Proposed	Why it matters
2.1	Minimum age	18, with 16 and 17 by guardian co-signature	REPs sets its own minimum. Check theirs before publishing ours
3.5	Refund if an area is never delivered	One quarter of the fee per undelivered area	This is the founding cohort's main risk. Defining the remedy protects both sides
3.6	Access period	12 months Fundamentals, 24 months PT or 12 months from the final area	Nobody has set this yet. It drives support load and refund pressure
4.2	GST once registered	CoachOne absorbs it on existing plans	Cheaper and cleaner than raising instalments mid-plan. Confirm with the accountant
5.1	Seven day refund with no admin fee	No fee	Stripe fees on a refunded \$2,499 sale are roughly \$70 and are not returned to you. That is the real cost of the promise
5.2	Where the refund window closes	More than 5 lessons accessed, or any assessment submitted	Needs to be something Kajabi can actually report on
6.4	Marking turnaround	10 working days	Only promise what the assessor pipeline can hold in week one. Padding it now is easier than missing it later
6.5	Resubmissions	Two free, then a published fee	The fee amount is still blank and needs to exist before launch
8.5	Entry level registration	Described in general terms, title left open	Do not publish a title until REPs confirms it in writing

Clause	Decision	Proposed	Why it matters
9.6	Adults only in assessment video	Yes	Simplest way to stay clear of the consent and safeguarding problems that filming a minor creates
11.5	Assessment video retention	24 months	Check this against what the REPs agreement requires you to keep for audit

Questions for the lawyer

- 1. Is the payment plan a consumer credit contract?** Instalments are interest free with no plan fee, which usually keeps an arrangement outside the Credit Contracts and Consumer Finance Act 2003. Worth confirming, because being inside it brings disclosure obligations that neither the checkout nor these terms currently meet.
- 2. Do clauses 4.6, 10.4 and 12.5 survive the unfair contract terms test?** Suspension for non-payment, cancellation for account sharing, and the liability cap are the three most likely to be challenged. They have been drafted with notice periods and proportionate remedies for that reason.
- 3. Is clause 12.3 worth keeping?** Contracting out of the Consumer Guarantees Act for business purchasers is allowed in narrow circumstances. Most students will be consumers regardless.
- 4. Can the marketing keep using the word qualification?** CoachOne is not a registered private training establishment and the certificates are not listed on the New Zealand Qualifications and Credentials Framework. Clause 6.8 says so plainly. The website, the registration auto-reply and the launch emails currently use qualification in places, and that wording should be checked.
- 5. Does the REPs agreement require anything else to be passed on to students?** The signed provisional agreement obliges CoachOne to tell students that registration depends on meeting REPs' own requirements. Clause 8.3 does that. A read of the agreement alongside these terms would confirm nothing else is outstanding.

Still to be written

- **A privacy policy.** Not needed for launch. Section 11 of these terms is the privacy statement, and clause 1.4 no longer refers to a separate document. Worth writing one later if you start collecting data outside enrolment, such as a mailing list sign up.
- **The filming consent form** referred to in clause 9.4, including the wording clause 9.5 requires.
- **The reassessment fee** for clause 6.5.

14. Checkout wording and sources

Sources

Built against New Zealand consumer, privacy and education law, and benchmarked against what comparable New Zealand providers publish.

- [Unfair contract terms, Commerce Commission](#) for the three part test and the consequences of relying on a term a court has declared unfair
- [Fair Trading Act 1986, section 26A](#) on unfair terms in standard form consumer contracts
- [Change of mind, Consumer Protection](#) confirming there is no general cooling off right on an online purchase in New Zealand, and that a stated policy must be honoured as stated
- [Consumer Guarantees Act, Consumer Protection](#) on the guarantees that apply to services
- [IPP3A, Office of the Privacy Commissioner](#) on notifying a person when their information is collected from someone else, in force since 1 May 2026, which is what clause 9.5 addresses
- [Information for students, NZ Institute of Sport](#) as a market benchmark: an 8 day refund window, a refund capped at the lesser of 10% or \$500, and a published complaints ladder
- [Registering a private training establishment, NZQA](#) for the distinction between a registered provider delivering listed qualifications and a provider issuing its own certificate
- The signed CoachOne and REPs NZ Provisional Approval Agreement dated 20 July 2026, for the approved statements reproduced in clauses 8.1 and 8.2