

THE KUAN YIN
TRANSMISSION™



Alana Fairchild's

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TERMS AND CONDITIONS

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In these general terms and conditions the terms (“we”, “us”, “our”) are a reference to Alana Fairchild Pty Ltd (ACN 613 359 952). These terms and conditions apply to Our training program under the “Kuan Yin Transmission” trade mark (**Trade Mark**) and your use of the links and training materials that we supply in online training (including MP3s, video, PDFs) (**Training Materials**). By paying for any Training Material you agree to be bound by these terms and conditions. Any illegal download of the Training Materials, including downloading without payment, is a breach of copyright.

Respecting intellectual property

The Training Materials are supplied for your personal use only, and only for educational purposes. You are prohibited to use the materials for a commercial benefit, unless you obtain separate permission from us, such as under our Practitioner’s Licence, where you are authorized to reproduce some materials in particular circumstances.

Without limiting the acts constituting breach of copyright in the materials, the Training Materials may not be copied (unless for your own research or study), performed, adapted or modified or published in an adapted or modified form, shared, communicated over any medium, or distributed in the original or an adapted or modified form by any means, nor used for any public presentation or performance, class or workshop, nor may they be incorporated into any training program, other than under the Practitioner’s Licence.

Copyright in the Training Material is owned by Alana Fairchild who has granted us the right to license the material. We have not granted you ownership of the materials nor have we waived Our intellectual property rights. If you obtain a Practitioner’s Licence to use the Training Material commercially, you agree to acknowledge Alana Fairchild as the author of the material and we ask to give credit for the source of the work and use it only as you have been trained to use it.

Training others to become Kuan Yin Transmission™ practitioners

Please do not attempt to train others to deliver training in this method, even if you are a wonderful teacher in your own right. It would constitute a breach of copyright and trade mark rights, and constitute misleading and deceptive conduct.

We have not authorized any other person to train the trainers other than Alana herself, and any other trainers that assist her will only be those that Alana has personally and expressly selected for the task, operating with her full knowledge and conscious permission, under her guidance. Teacher training must be completed to Our satisfaction before authorization to teach specific aspects of the materials will be granted.

The training is more than just the Training Materials. It is the energetic field of Alana Fairchild, higher spiritual guidance and carefully selected course administrators that energises the training and creates transformation in the consciousness of the trainee. There is a tremendous energetic input and holding of the training field beyond the training materials which you may not always be aware of, but is integral to the training.

We take care and pride in delivering work of a certain standard and in training healers who have invested a demanding training program to become high-quality professionals in the healing arts. If you love the work enough to share it and want others to become practitioners to gain the benefits that you have gained, we thank you for this, and ask that you refer people to the official program.

If, as a Licensed Practitioner, you also wish to become involved in the Kuan Yin Transmission™ training team as a teacher or in another way, please contact us with your expression of interest to help us with our growing community.

Practitioner license and community membership

At the end of training, having completed assessment to appropriate standard and signing the relevant agreements, you gain a practitioner license for the foundations level of The Kuan Yin Transmission™ in electronic format which you can display if you wish. This license is yours for as long as you wish to practice.

You can renew your membership in the private online community forum for the duration of one year at any time you wish to do so. This costs USD188. It does not have to run from beginning of calendar year, so if you need a break you can take one and rejoin us at a later stage if you wish. The membership automatically lapses after 1 year unless renewed.

Community forum membership is included at no extra cost in your foundations training for the six month training period. We encourage you to continue your membership in our community once you have completed the training, as a way to stay up to date with the training developments (Alana's work is always organic and evolving), including future offerings such as advanced courses and free Zoom events or MP3 Q & A with Alana, whilst being held in the group energy, sharing your insights and experiences, doing group healing work together, having professional support from other members trained in the modality, not to mention support from Alana and the team, and access to the content that will be generated in an on-going fashion in the group and the community library of resources.

Membership allows you to remain energetically connected to the field generated by this pathway which is what many trainees report feeling 'part of' during the training. We anticipate that maintaining the connection with this field could be beneficial for your own spiritual growth and the development of your sacred work.

Marketing Kits

As an adjunct to your Practitioner's Licence, you will receive an electronic marketing kit with a professionally designed logo that you can use online and potentially also in brochures or posters of your own creation. You are in no way obliged to market yourself using the suggestions within the kit, or at all. We simply offer the materials as a suggestion.

The marketing pack contains information to support you with presentations at festivals, as well as other written content to help promote your work as a Kuan Yin Transmission™ practitioner. You may use these promotional tools only for your work as a Kuan Yin Transmission™ practitioner and you may not associate the Trade Mark with your work beyond that. You agree not to claim a general endorsement by Alana of your work, other than you have successfully completed the training program leading to the granting of the Practitioner's Licence, as this would be misleading.

The marketing kit is a suggestion, not an all- in-one advertising and promotion solution. You are entirely free to market your business from a heart-centred approach, but only in accordance with the policies associated with the use of the Trade Mark set out in the marketing kit, Terms and Conditions and Practitioner's Licence.

Other Expenses

There are other legitimate business expenses that you will likely incur in your work. We are not responsible and can give no guidance in these matters. We suggest that you find yourself a good quality, reasonably priced accountancy service to help you gain tax breaks and benefits as you develop the profitability of your healing work. Such expenses can include venue hire, a portable sound system, advertising and marketing costs (like email subscription services), internet costs and insurance.

Insurance

Like all businesses in the professional services sector, there is risk associated with providing services to the public. We suggest that you take out professional indemnity insurance. We hope and expect that you will never need to rely upon your insurance. However our metaphysical profession is being embraced by an increasingly mainstream clientele. Insurance is a way to protect your interests as you open up to work with the public and there are organisations and insurers that now recognise the work that we do as legitimate and insurable.

If you are in Australia, Canada, the United States, the United Kingdom, Ireland or New Zealand, you can seek membership with the International Institute of Complementary Therapists (IICT). This is a privately run organisation that has recognised Alana Fairchild's Kuan Yin Transmission™ specifically as an approved modality and Alana Fairchild as an approved training provider according to their standards.

Membership with the IICT, or other professional association for healing professionals which recognises spiritual healing (which is the general category under which the Kuan Yin Transmission™ modality would be included) is the first step to seeking insurance.

You can join the IICT as a student for a discounted rate during your training. This is helpful because we ask you to practice during the training and feedback on your experiences is useful material to include in your assessment.

Once you become a licensed practitioner, then you can then join as a full member. The membership rates for the IICT are very reasonable. You can visit the website here for more information <https://myiict.com/> Once you have obtained membership with a professional association such as the IICT, you can apply for professional indemnity insurance. Such as with Arthur J Gallagher (AJG) in Australia.

If you cannot be covered by AJG due to where you live or some other reason, then you can apply for insurance under the general category of spiritual healing with insurance brokers that cover alternative modalities including spiritual healing in your country. The requirements for this may vary considerably from country to country as can the use of certain words (such as 'healing'). It is your responsibility to investigate these matters of legal compliance and insurance for spiritual healing as they relate to where you live and intend to practice.

Recouping your Costs

We expect that most practitioners will recoup their costs within around 15 sessions, if one is charging approximately USD133 for an hour session (as a rough guide which you are not required to adhere to) and if conducting regular sessions, within 1 - 3 months.

You have complete creative freedom as to how you package and price your work, whilst remaining within the technical guidelines of the training, so your return on your investment may vary.

After that, having already recovered your initial investment, you can use the Kuan Yin Transmission™ modality to create an income from sacred work that you love. You may at some point wish to reinvest in higher level training to further grow your range of creative offerings for clients and increase your future earning potential.

Extra Materials You'll Need

There are no official extra materials beyond those you receive in the training necessary to practice the modality, although there are an abundance of extra supportive resources if you want them including music, meditations, oracle decks, books and so forth which can be incorporated into your work, allowing you to create and play with the modality, creating your own style and signature packaging for the work. Feel free to share your inspirations with our online community forum if you wish. We'd love to hear from you.

Your Weekly Commitment During Training

Approximately 3 - 5 hours each week will be required for you to maintain your studies. Some may prefer to work more, others will pace themselves and do less one week, and more another week. You have been allotted a generous amount of time - 16 weeks, with an additional 8 weeks grace period - within which to complete the training, engage in practice and enjoy the included benefits of online community membership. Please refer to our Student Guide which contains guidance for taking care of yourself during the training, keeping up with your studies and a week-to-week suggested study guide.

Downloading materials before training ends and retaining membership access

Please download and back up all materials for the course (including copy and paste of any notes from the website that Alana has written that you feel are of use) onto your own devices before the end of the 6 month training period for your intake. After 6 months, your access to the training program will end. You can retain your community membership - with access to the online forum and community resource library - after the training by purchasing annual membership at the very reasonable rate of USD188. This is highly encouraged if you wish to practice the modality. We believe you will find it a valuable resource to support your professional development and personal healing, as well as a delightful way to offer service through optional participation in bonus extras like Q & A sessions, group healings and global streams with the team, and at times with Alana too.

Extra Mentoring Support

If you are going through intense transformation, sometimes you will feel the need for extra support. We have mentors in our team, but you are also able to reach out for mentoring outside of our community as you feel suits you best.

As a trainee, you will also have access to the private online group to discuss your studies and relate to the other members of the soul group moving through the training along with you, but it is not a counselling or therapy group, nor a substitute for professional mentoring. It *is* however a great way to build connections, feel supported and share your journey.

Participation in the group is your choice, but those who have participated previously have found it to be a way to create loving connections and feel increasingly involved in the community. Alana keeps a presence in this group and answers questions as well as providing messages from Higher Guidance when needed.

We encourage you to use this group, whether you are a person who is comfortable being very vocal on social media or prefers to be a quieter member, contributing only occasionally. All members bring something of value to the community and you are all welcome to participate. You can use a different name in the forum if you prefer more privacy by adjusting your settings.

Details for joining the private online community forum are offered by email once you have begun your training and completed the first short 'welcome' lesson. It is included in the training costs for the foundations program, for the duration of the course. If you have any queries about the forum, please email the training angel at training@alanafairchild.com

IT Support and Training Support contacts

All technical queries regarding log in, course access or downloading materials go directly to the very helpful and responsive support team - support@kajabi.com

If you have questions about the course content, the teachings, or a personal matter, you can email our team at training@alanafairchild.com

Your Wellbeing Before Commencing the Program

You agree that you are in sufficiently sound physical and psychological health to undertake this training, and that you do so entirely at your own risk. You agree to seek appropriate professional counsel (medical, psychological and/or emotional) should you require it. You must disclose to us - in confidence - any history of mental health issue - prior to enrolment. Your information will be treated in the strictest confidence.

Legal Indemnity

Whilst we take care to deliver a quality program responsibly, you agree, by enrolling in the Training Program to become a practitioner, to the extent available at law, Our liability to you is limited to, at our option, a refund of the cost of the training, or to perform the training again. To the extent that any aspect of the Training Program is a recreation or leisure activity, you agree to release Us and our agents, including Alana Fairchild, from any claims, demands, and causes of action for:

- a) death,

- b) physical or mental injury (including aggravation, acceleration or recurrence of such an injury);

- c) contraction, aggravation or acceleration of disease ; or
- d) the coming into existence, the aggravation, acceleration or recurrence of any other condition (including disease), circumstance, occurrence, form of behaviour, course of conduct or state of affairs in relation to me that is or may be harmful or disadvantageous to me or the community,

as a result of your participation and enrolment in the Training Program, and you agree to indemnify Alana Fairchild Pty Ltd and its agents against any third party claim in respect of the above.

Honouring your assessment due date and training deadline

The way you choose to work through the training is flexible (in your own home or elsewhere, and at times to suit you during each week, spreading workload out as suits your schedule, lifestyle, and preferred approaches to learning), however the dates for completion of assessment and completion of training are fixed within a 6 month time frame. For March intake, this is end of August. For July intake, this is end of December.

Please understand that our team juggles tremendously busy schedules so our time management needs to be strict. Honouring your assessment due dates, and word limits, is a sign of respect for the course administrators.

If there is any issue with completing your assessment or your overall training within the relevant time period, please email the training angel at training@alanafairchild.com.

Training Cost, Payment Plans and Refunds

Cost for the full Training Program as at 2020 is USD\$1888 paid in advance or in 4 x payments of USD472 processed automatically by a third party. The payment plan is set up with a third party service provider and we are not able to offer alternative payment plan amounts or durations.

Please do NOT make manual payments if you have enrolled in the payment plan. Payments will be deducted automatically. If you make your first payment towards the end of the month, the next payment will be automatically deducted at the beginning of the next month, so please make sure you have funds available, or schedule your first payment for beginning of the month. We may charge an administration fee of USD11 for admin involved in following up with you to resolve issues with declined payment plans, in addition to USD22 admin fee for credits and refunds where applicable.

If you need to withdraw from training, we will refund your payment (minus a USD22 processing fee per payment) if you change your mind BEFORE the training course has gone live for your intake.

We cannot offer refunds once the course has begun, however if you need to withdraw at any time during the training, we will pause your subscription so that you will not be billed until you decide to rejoin the training and complete the course. You will have a period of 12 months within which to resume your training in this course. Simply notify us within the year as to when you are ready to rejoin the program and we will resume your payment plan and give you access to the training materials again. Upon rejoining you will have access to the entire program, including that which you had already completed and any new materials since added.

There is a USD22 administration fee for this process which you will be invoiced for separately. Please note that if you do not resume the training within 12 months, you will forfeit the previous payments made. We ask that you take complete responsibility for setting reminders for yourself to reach out again within the 12 month period as we do not currently have the administration capacity to send individual reminders. If you don't hear from us promptly, assume that we haven't received your message and email us again at admin@alanafairchild.com and training@alanafairchild.com.

Please note that we cannot credit previous payments towards a different course to the one in which you enrolled.

Refunds of Cost of Training Modules

We make no guarantee regarding the Training Modules other than any implied consumer guarantees that cannot be limited by law. In Australia, Your rights to compensation will be governed by the Australian Consumer Law. If there has been a major failure in the delivery of a Training Module, for example it does not correspond with Our description or other consumer guarantee, you have the right to request we provide the service again or receive a refund of the fees paid in respect of the Module. You are not entitled to cancel the Training Module and receive a refund simply because you have changed your mind. We will consider each application for a refund on a case by case basis.

Resolving Issues

If you are dissatisfied with any aspect of the training, please email the training angel at training@alanafairchild.com and we will arrange a way to communicate with each other on the matter. We care about you and we want you to speak up if you need to, so that we can work together to resolve any issue.

Stay calm and remember why you are doing this

This course contains a lot of information and getting used to a new system can be difficult. If you are not familiar with technology, then learning how to manage that part of the training may be a challenge at first. This is nothing to worry about. You could see it as a great opportunity to practice breathing, trust and surrender.

The training angel and the third party training platform support team at Kajabi will help you tackle any challenges in the technological aspect of the program - which is simple and for most people who already use email and the internet will not be much of an adjustment. For those that have not been involved much with technology, take heart! We've found that our trainees have overcome any issues they had with adjusting to the use of technology.

Trainees have reported that they feel supported, loved and held during their training with Alana and we would like for that to be your experience too. So many trainees have reported that this program has brought about profound change. Remember that we love you and we want you to do so well through this program and we believe in you.
