



TERMS OF BUSINESS

This document contains the terms and conditions Online and Totally Fabulous Limited supply to you any of the nine stages of the course listed on our web site www.jodeepeevor.com/programme

Please read these terms and conditions carefully before agreeing to work with us. You should understand that by agreeing to work with us on any element of our nine stage programme, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. Information about us

www.jodeepeevor.com is a site operated by and a trading name of Online and Totally Fabulous Limited. We are registered in England and Wales under company number 09579011 and our registered office and trading address is Lower House, Longhope Close, Winyates Green, Worcestershire B98 0QX. We are not VAT registered.

2. Your Capacity

By agreeing to work with us you must:

- a) be legally capable of entering into binding contract either in a personal capacity as a sole trader, or as a Director of a limited company; and
- b) are at least 18 years old;

3. Procedure to commence programme

After receiving notification from you that you wish to proceed with the programme or a particular stage of the programme, you will receive from us an e-mail acknowledging that we have received instruction request. Please note that this does not mean that your request to work with us has been accepted. Your notification constitutes an offer to us to 'buy' the programme or part thereof. All requests to commence the programme are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that

confirms that the programme or part thereof, you have requested to commence has been agreed. The contract between us will only be formed when we send you the acceptance e-mail and invoice for payment.

The Contract will relate only to those stages of the programme which we have confirmed in the acceptance e-mail and invoiced. We will not be obliged to supply any other stages of the programme which has not been confirmed in the acceptance e-mail.

4. Programme Materials

Ownership of any materials supplied by us as part of the programme will only pass to you when we receive full payment of all sums due in respect of the programme.

Your ability and availability to undertake the work for the programme, will be at your pace but the programme will be completed within the maximum of 7 months from date of invoice.

5. Price and payment

The price of the programme will be as quoted on our web site from time to time or on our promotional literature, except in cases of obvious error.

Prices can change at any time, but changes will not affect those on programmes which we have already invoiced.

Our web site and promotional literature refer to a number of programme stages and it is always possible that, despite best efforts, some of the stages listed on our web site may be incorrectly priced. We will normally verify prices in our programme commencement e-mail and invoice, so fees can be discussed in advance of programme commencement.

We are under no obligation to provide the programme to you at an incorrect price, even after we have sent you a confirmation e-mail, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Payment for all stages of the programme must be by cheque, stripe. Paypal, BACS or CHAPS transfer and received by us in cleared funds prior to the programme commencement.

6. Refunds policy

All programme fees are non-refundable.

7. Liability

We warrant to you that any stage of the programme and materials supplied are of satisfactory quality and reasonably fit for the purpose for which the programme is supplied.

You should notify us (as provided for in clause 9 below) if you are unhappy with any part of the programme within 30 days of your programme stage completing.

Our liability for losses you suffer as a result of us breaching these Terms of Business is strictly limited to the purchase price of the programme or part thereof, which you were invoiced.

The above does not include or limit in any way our liability:

- a) for death or personal injury caused by our negligence;
- b) under section 2(3) of the Consumer Protection Act 1987;
- c) for fraud or fraudulent misrepresentation; or
- d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Your success in building any business is dependent on a number of factors. We give no guarantee that by completing our programme or part thereof, that you will experience success in any business or activity that you may carry on following our programme.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.

We are not liable for additional costs due to changes in stages of the programme, content, venues or trainers. Every effort will be made to provide reasonable notice where possible.

8. Communication

When commencing our programme or part thereof, you accept that communication with us will be mainly electronic. We will contact you by e-mail or text message. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

As a customer you will be signed up for our marketing literature, which you can cancel at any time using the unsubscribe option.

9. Notices

All notices given by you to us must be given to Online and Totally Fabulous Limited at Lower House, Longhope Close, Winyates Green, Worcestershire B98 0QX. We may give notice to you at either the e-mail or postal address you provide to us for invoicing. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of this Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of this Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

11. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by events outside our reasonable control.

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular and without limitation, strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, whether declared or not, or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

12. Intellectual Property

All intellectual property rights, including, without limitation, copyright, moral rights, design rights, trademarks and patents, and all other rights in the programme content and programme materials belong to us. We licence to you all such rights on a non-exclusive basis for the purpose only of enabling you to participate and, where you are able, to complete the programme. Reproduction or distribution of the programme content and programme materials is strictly prohibited.

Use of our logo is strictly prohibited without our prior written consent.

Audio and visual recordings of our programme is strictly prohibited without our prior written consent.

Occasionally we may film or record programme trainers delivering the programme. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

You acknowledge that certain information contained in the programme and programme materials is already in the public domain.

Occasionally we may need to record your assessed coaching calls as part of our quality control procedures and to maintain external endorsements and accreditations. You authorise us to use these recordings in accordance with the law, without the need for further consent.

13. Confidentiality

Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause 13, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the programme or programme materials which you may obtain.

You shall not use any such information for any purpose other than to attend, participate and, where capable, complete the programme.

14. Data Protection

You agree that we may use your personal data in accordance with and subject to the Data Protection Act 1998.

We may send you information from time to time regarding new programmes and opportunities. If you do not wish to receive such information please contact us on Jodee@onlineandtotallyfabulous.com.

15. Termination

We reserve the right to terminate the Contract immediately without liability if you fail to complete the Course within 7 months of the date of invoice. Or, in our opinion you cause disruption on any programme or take any action which brings us, or any of our employees, agents, consultants or sub-contractors, into disrepute or adversely affects our goodwill or reputation.

16. Waiver

If we fail to insist upon strict performance of any of your obligations under this Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

17. Severability

If any of these terms and Conditions or any provisions of this Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term,

condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract, unless such untrue statement was made fraudulently, and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19. Variation

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the terms and conditions in force at the time that your programme commenced, unless we notify you of the change to these terms and conditions before we send you the Confirmation email.

20. Law and jurisdiction

Contracts for the purchase of our programme or part thereof, and any dispute or claim arising out of or in connection with them or their subject matter or formation, including non-contractual disputes or claims, will be governed by English law and all disputes and claims shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I confirm:

1. that I have read and fully understand the contents of these Terms; and
2. that I agree to work with Online and Totally Fabulous Limited in accordance with these Terms.

Signed

Dated

For and on Behalf of:

Print Name:

Position: