

Signature Programme – Terms and Conditions

These Terms and Conditions apply to all Services provided by Get Savvy Ltd, a company registered in England and Wales under number 12268492 whose registered address is 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ ("Get Savvy Club").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract" means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

"Client" means you, the individual, firm or corporate body purchasing the Services from us. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Client in the context of the Contract;

"Programme" means the Done For You programme which has been created and organised by Get Savvy Ltd;

"Services" means the Programme, marketing management and/or any other Services provided by us to you; and

"Sign Up Page" means the sales page detailing the Programme, which will state the price and will constitute our entire scope of works;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "we", "us" and "our" is a reference to Get Savvy Club and includes our employees, subcontractors and agents;

1.2.2 "you" and "your" is a reference to the Client and includes your employees and agents;

1.2.3 "writing" and "written" includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 "these Terms and Conditions" is a reference to these Terms and Conditions;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

2. The Contract

2.1 After an initial consultant If you wish to place an order with us, we will direct you to our Sign Up Page. Where orders can be made directly with us.

2.2 Your order constitutes an offer to us, all orders are subject to acceptance by us. We will confirm such acceptance by email to let you know the order has been successfully confirmed. The contract between us will only be formed when we send you the order confirmation. Orders shall not be deemed confirmed until the payment is either paid in full or the first instalment has been made.

2.3 Completing our Sign Up Page, creates a legally binding Contract between us and you and includes the acceptance of these Terms and Conditions, which will apply between us.

3. Term

3.1 The Services shall either be on a fixed or retained basis.

3.2 Where the Programme is on a fixed priced basis:

3.2.1 We shall agree to certain Services as advertised. Should you require further Services not detailed in the Sign Up Page, we will seek your permission by sending a proposal, before proceeding with the additional works.

3.2.2 The Programme can also be on a retained basis:

3.2.3 The services will commence on the commencement date outlined in the Proposal. The Contract will continue for any minimum term specified in the Sign Up Page and thereafter will continue on a rolling basis for the same term as the minimum term, unless a written notice to terminate is given by either party in accordance with clause 9 below. We reserve the right to adjust our fees at the end of any minimum term and will notify you of this in writing.

3.2.4 Our Services will be as detailed in the Sign Up Page. Should you require additional Services in any month, then all additional hours will be charged in accordance with our current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed.

4. **Marketing Management:** The following clause applies if we are providing marketing management Services only.

4.1 In order to maximise the benefit of our Services, you will be required to send us a 30 minute video once a month plus regular updates (including, but not limited to, details of special offers, new services you provide and services no longer provided by you).

4.2 All content we use is done so in good faith, based on information gathered in

accordance with clause 4.1, as well as information already on your website and any other marketing materials.

4.3 In order to provide our Services, we may need access, approvals and logins to your social media sites and other marketing platforms as necessary. Please provide this to us on acceptance of our Proposal to avoid delays. Should you change your passwords we shall need notifying in order to ensure we can continue our Services.

4.4 It is your responsibility to reply to all messages and interaction and we are not responsible for such.

4.5 You will be required to provide us with suitable and sufficient content in accordance with clauses 4.1 and 4.2. We cannot be held responsible for delays where this is not complied with.

4.6 Unless otherwise agreed, we are deemed to have your consent to use our experience and not to run any content by you in advance, unless specifically agreed otherwise. It is therefore your responsibility to ensure your website is kept up to date and we accept no liability for any incorrect information used by us where this clause is not complied with.

4.7 Where we send draft materials for approval, these will not be published until we have received your approval to do so in writing. It is your responsibility to check for mistakes, including spelling mistakes, and we accept no responsibility for the same.

5. **Graphic Design:** The following clause applies if we are providing graphic design Services only.

5.1 We will provide you with several design concepts based on the brief you have given to us. We will require your input and feedback on these concepts, as we will work on your preferred concept through to completion. Any proofs we send to you must be signed off by you in writing.

5.2 Any alterations required after approval of the final design, any changes to the brief or any additional visits required above the allowance included for in the Proposal will be chargeable at our standard rate applicable at the time.

5.3 Any copy and images you provide will be uploaded or delivered by us exactly as we receive it. It is your responsibility to check for mistakes, including spelling and grammar mistakes, and we accept no responsibility for the same.

5.4 We will use our own exclusive judgement when providing the Services and deciding upon artistic and other subjective factors. We will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.

6. **Training downloads and Live Training Sessions:** The following clause applies to our Training downloads, pre-recorded videos and training sessions only.

6.1 We make no warranty that any Services provided will be uninterrupted or error-free and we also can't guarantee that they will meet your requirements; however, our aim is to always offer you the very best service possible.

6.2 The Services are not guaranteed to produce the same results as others attending, we cannot be held responsible for the quality and/or outcomes of the Services we have provided for different businesses or other individuals.

6.3 It is your responsibility to carry out any agreed actions in advance of the next session where applicable and complete any assignments and to provide us with such information and assistance relating to the Services as we may reasonably require.

6.4 Where the Services are to be taken place via an online platform, you must ensure you join the session on time. We reserve the right to refuse admittance if you are late.

6.5 You are granted an exclusive licence to use the downloads for the usual course of your business, under no circumstances shall material downloaded be lent, hired out, sold or otherwise circulated, nor shall it be photocopied or otherwise reproduced without our express written consent.

7. Fees

7.1 You agree to pay the fees in accordance with these terms for payment.

7.2 Our fixed price Services shall require payment for the works up front before any works shall begin.

7.3 All retained Services provided under this Contract will be payable at the start of the Programme unless otherwise agreed for staged payment plan.

7.4 All payments made via the Sign up Page will go through Stripe. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Stripes terms and conditions. A separate contractual relationship will be created between you and Stripe and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

7.5 For the avoidance of doubt, by beginning our Programme, you agree to commit. If you choose to cancel your Stripe automatic payments before the full payment has been made, you will still be required to make full payment in respect of the full fee for the Programme. In the event that you fail to pay in full for the remainder, we reserve our rights to recover such sums from you by all legal means necessary (including instructing a third-party debt collection agency to recover the same).

7.6 You also agree to pay for any additional services requested by you and provided by us that are not specified in the Contract. These additional Services will be charged in accordance with our current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed.

- 7.7 We also reserve the right to charge you for our reasonable travelling time and travel expenses and for any materials, goods and services supplied by us in connection with the Services.
- 7.8 The time of payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other right or remedy available to us, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above the Bank of England base rate from time to time in force, both before and after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8. Variation and Amendments**
- 8.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.
- 8.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 8.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with our terms for payment.
- 9. Cancellation and Termination**
- 9.1 All one-off project services cannot be terminated.
- 9.2 The Contract cannot be terminated during any minimum term specified in the Proposal, except in accordance with clause 9.3.
- 9.3 As detailed in clause 9.2 above, retained Contracts will continue for an initial term as outlined in our Proposal, and thereafter will be automatically renewed, with the exception of the price, on the same Terms and Conditions as set out in this Contract for the same Term as the initial Term, on a rolling basis, unless a written notice to terminate is given by either party in accordance with this clause 9. Such notice is to be given a minimum of 30 days before the end of the then-current Term, and will be effective only at the end of that Term
- 9.4 Either Party has the right to terminate any Services immediately if the other:
- 9.4.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 9.4.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 9.5 Upon termination, all payments required under this Contract shall become due and immediately payable.
- 9.6 Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract, shall survive termination under this clause 9 on a pro-rata basis.
- 10. Confidentiality**
- 10.1 Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain Confidential Information to each other. Both Parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 11. Data Protection**
- 11.1 Both parties agree to comply with the provisions of the UK General Data Protection Regulations and the Data Protection Act 2018, together with any other relevant data protection legislation from time to time in force. Both parties agree to:
- 11.1.1 not use personal data in any way other than to complete the Services;
- 11.1.2 update and/or delete all personal data immediately on request;
- 11.1.3 only process personal data where there is a lawful basis for doing so;
- 11.1.4 not leave any personal data unattended, on view, or in any way accessible by a third party;
- 11.1.5 store data in a secure manner;
- 11.1.6 ensure electronic communications are encrypted and used in accordance with cybersecurity best practice; and
- 11.1.7 otherwise handle all personal data with due care.
- 12. Intellectual Property**
- 12.1 The copyright in any Services provided by us is and will become your property. Subject to a written agreement to the contrary, the Contract will give you ownership rights in the Services provided by us provided all payments due under the Contract have been received by us in full.
- 12.2 The ownership will apply only to final versions provided by us and will not apply to any draft versions.
- 12.3 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.
- 12.4 We reserve the right to use any materials, copy, or any other Services provided by us, together with your company name, for our own advertising or promotional purposes.
- 12.5 You warrant that any logo, design, image, document or instruction supplied or given by you will not cause us to infringe any intellectual property rights of any third party (including, but not limited to, any letter patent, registered design or trade mark) in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against us or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.
- 13. No employment:** Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 14. Insurance:** We include for Public Liability Insurance and Professional Indemnity Insurance. Details are available on request.
- 15. Assignment and Sub-Contracting**
- 15.1 You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this Contract.
- 15.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
- 15.3 Where we subcontract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the subcontractor as if it were an act or omission of our own.
- 16. Literature and Representations:** Any marketing literature we may provide is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 17. Liability and Indemnity**
- 17.1 Except in respect of death or personal injury caused by our negligence, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
- 17.2 Except as stated in clause 17.1, in the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services under the Contract.
- 17.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.
- 17.4 We cannot be held responsible for any failure or delay in providing our Services or for any costs or losses sustained or incurred by you as a result, where our failure or delay was caused by incorrect information, a lack of information or communications from you, or your failure to comply with any of your obligations detailed in these Terms and Conditions.
- 17.5 We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any marketing campaign or any of the other Services provided. Any recommendations will be treated as a separate contract to this one. Further, we will not be liable for any consequences should our professional advice not be taken. We may from time to time provide introductions or referrals to other companies, however, under no circumstances will we be liable for the actions or lack of actions of said other companies.
- 18. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.
- 19. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.
- 21. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 22. Notices:** Notices shall be deemed to have been duly received and properly served 24 hours after an email is sent, or three working 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 it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

23. Law and Jurisdiction

23.1 These Terms and Conditions and the Contract will in all respects be subject to and construed in accordance with the laws of England and Wales.

23.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract will be referred to the exclusive jurisdiction of the courts of England and Wales.