# The Identity Branding Programme Terms & Conditions

#### 1.Introduction

1.1. The Terms and conditions set out below are for The Identity Branding Programme owned by Keppel Leopard Creative (hereinafter known as the "Business". The purpose of these terms is to provide the client (hereinafter known as the "Member") details of their Programme. It is important to read these carefully and if you have any questions please contact the Business via email: hello@keppelleopardcreative.com.

#### 2. Definitions

- 2.1. "Business" refers to Keppel Leopard Creative, its employees and suppliers
- 2.2. "Member" refers to the person who has signed up to The Identity Branding Programme.
- 2.3. "Programme" refers to The Identity Branding Programme.

# **3.Acceptance of Terms**

3.1. By ticking the Terms and Conditions box on the Identity Branding Programme signing form, and providing payment, you agree to abide by these terms and conditions.

# 4. Programme Eligibility

- 4.1. To become a member of the Identity Branding Programme you must be:
  - 4.1.1. Female, or identifies as female, living within the United Kingdom.
  - 4.1.2. Have a business where its main location is in the United Kingdom.
  - 4.1.3. Be aged 18 and over.

# **5.Programme Benefits and Services**

- 5.1. As a member of The Identity Branding Programme, you have access to the following benefits and services
  - 5.1.1. Access to the Identity Branding Programme 24/7;
  - 5.1.2. Feedback loop with Katie;
  - 5.1.3. One weekly live Q&A with Katie;
  - 5.1.4. One monthly group mentoring session with Katie;
  - 5.1.5. Access to an online private community.
- 5.2. Benefits are non-transferable and are only available to the named member.
- 5.3. The Identity Branding Programme is a Programme and therefore you do not have exclusive access to the Business.
- 5.4. The Identity Branding Programme does not allow any discounts to other services available from the Business unless agreed in writing.

# **6.Programme Fees and Payments**

- 6.1. Fees are £87 paid monthly.
- 6.2. Fees will be charged automatically every month until cancellation.
- 6.3. All fees are exclusive of VAT due to the Business not being VAT registered. Should the Business become VAT registered the deserve the right to increase the Programme fee to reflect this.
- 6.4. Fees are non-refundable under any circumstances.
- 6.5. Late or delayed payments will result in the member's access being paused until payment is made.
- 6.6. If the payment has not been made within fourteen (14) calendar days or the business has not heard from the member, the member's account will be closed. In this instance, should the member wish to rejoin they will do so as a new member and pay the current membership fee which may have increased from their previous membership cost.
- 6.7. A member can request to pause the access to the programme at any time for thirty (30) calendar days. During this time, the member will not be charged their monthly fee and their account suspended for the duration.
- 6.8. The member may restart the programme at any time within the thirty (30) days, or cancel the access to the Programme.

#### 7. Term and Termination

- 7.1. The Programme will start from the time payment has been received until either the Member or Business cancels the Programme.
- 7.2. During this time, the member and/or the business can terminate their access to the Programme.

7.3. Should the Member cancel the Programme and decide to rejoin at a later date, they will be charged the full Programme price stated at the time of purchase.

### 8. Member Obligations and Conduct

- 8.1. The Identity Programme is an inclusive, safe space. Bullying, harassment and racial abuse will not be tolerated and will result in an immediate ban from the Programme.
- 8.2. Members are expected to actively engage within the Programme.
- 8.3. Members will be allowed to promote themselves and to provide further advice to other members.

# **9.Intellectual Property Rights**

9.1. All material produced by the business including but not limited to: posts, advice, masterclasses, downloadable resources and videos are the property of the business.

# 10. Confidentiality

10.1. Due to the nature of the Programme, all discussions, questions, advice and conversations are confidential, and members are prohibited to repeat the details outside of the Programme.

#### 11. Disclaimers and Limitations of Liability

- 11.1. The Business provides the Programme and its services on an "as is" and "as available" basis. The Business makes no representations or warranties of any kind, express or implied, as to the operation of the Programme or the information, content, materials, or products included in the Programme. You expressly agree that your use of the Programme is at your sole risk.
- 11.2. **Limitation of Liability:** To the fullest extent permitted by UK law, the Business shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use the Programme or services, including but not limited to, damages for loss of profits, use, data, or other intangible losses, even if the Business has been advised of the possibility of such damages.
- 11.3. **Errors and Omissions:** The Business does not warrant that the Programme or services will be uninterrupted or error-free. The Business will not be liable for any errors or omissions in the content provided or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or transmitted.

#### 12. Indemnification

12.1. The member agrees to indemnify and hold the Business harmless from any claims, damages, losses, liabilities, and expenses (including legal fees) arising out of or in connection with your use of the Programme or services, your violation of these terms, or your violation of any rights of another.

### 13. Governing Law and Dispute Resolution

13.1. These disclaimers and limitations of liability are governed by and construed in accordance with UK law. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

#### 14. Amendments

14.1. These terms and conditions may be amended at any time. Members will be notified of the changes via email.

#### 15. Contact Information

15.1. Any questions or concerns regarding these terms please email the business: <a href="https://hellowscapelleopardcreative.com">hello@keppelleopardcreative.com</a>

#### 16. Miscellaneous

16.1. **Force Majure:** The Business shall not be liable for any failure or delay in performing its obligations under this Programme agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, fire, flood, natural disasters, governmental regulations, or any other cause beyond the reasonable control of the Business. In the event of such a force majeure, the Business shall be excused from further performance of its obligations affected by the force majeure event for the duration of the event. The Business shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as practicable.