



## **BRETT CONCEPT LTD T/A Brettified Wealth Terms & Conditions:**

### **1. INTERPRETATION**

In these Terms and Conditions, the following definitions apply:

**Brett Concept Ltd T/A Brettified Wealth:** a company with its registered office located at 34 Sakura Walk Willen Park Milton Keynes. MK15 9EH.

**BRETTIFIED WEALTH Product or Services (collectively referred to as 'the Products and/or Services):** the products and services offered by Brettified Wealth.

**Client:** The person or company purchasing the Products and/or Services from Brettified Wealth .  
**Commencement Date:** the date that Brettified Wealth commences provision of the Products and/or Services to the Client.

**Conditions:** terms and conditions as amended from time to time in accordance with clause 14.

**Contract:** the contract between Brettified Wealth and the Client for the supply of Products and/or Services comprising of the Order and these Conditions.

**Fees:** the fees payable by the Client for the supply of the Products and/or Services in accordance with clause 4.

**Order:** the Client's order for the Products and/or Services (and any subsequent ongoing Products and/or Services) as set out in the Order Form.

**Order Form:** Brettified Wealth form which can be completed online, over the phone, or in person, which sets out the Fees and which incorporates these Terms and Conditions.

**Service:** the provision of and grant of access to the Brettified Wealth Products and/or Services.

**Privacy Policy** means the policy (as updated from time to time) which can be found on the Brettified Wealth Website at [www.brettified.com/privacy\\_policy](http://www.brettified.com/privacy_policy) identifying certain respective rights and obligations in respect of the personal data and privacy under the Contract.

**Authorised Affiliates** means, in respect of the Products and/or Services, the Affiliates of the Client (if any) in respect of those Products and/or Services.

**Authorised Users** means, in respect of the Products and/or Services, the users authorised by the Client to use those Products and/or Services in accordance with the Contract.

**Client Data** means all data (in any form) that is provided to Brettified Wealth or uploaded or hosted on any part of any Products and/or Services by the Client or by an Authorised User.

**Client Systems** means all software and systems used by or on behalf of the Client, the Authorised Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection

with the provision or receipt any of the Products and/or Services or that the Products and/or Services otherwise link, inter-operate or interface with or utilise (in each case whether directly or indirectly).

**Protected Data** means the information and data referred to in the Privacy Policy.

**Services** has the meaning of the software platform Brettified Wealth provides to enable the Client to market to their customers and the database that the Client uses to store their customers details within.

## 2. BASICS OF CONTRACT

2.1. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Brettified Wealth which is not set out in the Contract. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. Any sample materials, descriptive matter or advertising issued by Brettified Wealth, and any descriptions of illustrations contained in Brettified Wealth website or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Products and/or Services as offered by Brettified Wealth. They will not form part of the Contract or have any contractual force. Brettified Wealth is under a legal duty to supply goods that are in conformity with the Contract.

2.3. Brettified Wealth has the right to make any changes or alterations to the nature, scope, and content of the Products and/or Services, without notice to the Client, at any time, provided these do not affect the nature of the Products and/or Services.

2.4. Brettified Wealth will supply the Products and/or Services to the Client and Brettified Wealth warrants to the Client that such Products and/or Services have been prepared using reasonable care and skill. Brettified Wealth provides no guarantee that the Products and/or Services will provide any results for the Client.

2.5. Brettified Wealth will use reasonable endeavours to meet any dates in relation to supporting the Products and/or Services (including but not limited to dates for the Client to attend calls) but any such dates will be provisional only and may be subject to change at the discretion of Brettified Wealth, with no liability attaching to Brettified Wealth in respect of such changes.

2.6. Brettified Wealth will have the right to make any changes to the support of the Products and/or Services which do not affect their nature or quality (including but not limited to: trainers and teachers, call lengths, session lengths, session frequency, session type, session location, training type, training location, venue location, coach allocated, Circle.so group access and content, Kajabi access and content).

2.7. The Client shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Products and/or Services, including laws relating to privacy, data protection and use of systems and communications.

## 3. CLIENT'S OBLIGATIONS

3.1. The Client will: (a) ensure that all information given by the Client to Brettified Wealth is complete and accurate; (b) co-operate with Brettified Wealth in all matters relating to the Products and/or Services; (c) pay the Fees strictly in accordance with the payment schedule set out in the Order or as otherwise confirmed in writing by Brettified Wealth; (d) not use the Products and/or Services or any content, data or information derived from the Client's use of the Products and/or Services for any purpose other than that which has been expressly authorised under the Contract; (e) not use the Products and/or Services for any unlawful purpose; and (f) permit Brettified Wealth to include information of video footage on its website highlighting any benefits which the Client or Client's business has obtained from the Products and/or Services and in this regard, the Client hereby grants to Brettified Wealth a royalty-free, non-exclusive perpetual licence to use any intellectual property rights of Brettified Wealth for this purpose.

3.2. The Client, for itself and as trustee for any of its directors, employees, agents, Authorised Affiliates, Authorised Users or similar, undertakes to observe the obligations set out in clauses 3.1 to 3.7 (inclusive) and shall fully indemnify Brettified Wealth from and against all loss, damage, costs and claims arising from its failure to adhere to those provisions or otherwise to fulfil its obligations under the Contract.

3.3. Transmission of storage of any information, data or material in violation of any law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute. The Client agrees to indemnify, and hold harmless, Brettified Wealth from any claims resulting from the use of the Products and/or Services which damages the Client or any other parties.

3.4. Spamming, or the sending of unsolicited emails, using an email address or URL that is maintained on a Brettified Wealth machine, or directing traffic to a webpage that contains any reference to Brettified Wealth is STRICTLY prohibited. Brettified Wealth will be the sole arbiter as to what constitutes a violation of this provision. This action will result in immediate termination of the Products and/or Services without any refund to the Client and could be subject to legal action by Brettified Wealth against the Client. Any service interruptions as a result of Client's spamming will be billed to the Client at £20.00 per hour until service is restored.

3.5. Importing or in any way using purchased leads with a Brettified Wealth account is strictly prohibited. If the Client has paid money, or in any way purchased a group of pre-existing leads, these may not be used with Brettified Wealth. Only people that have specifically requested information directly from the Client may be emailed through Brettified Wealth.

3.6. The Client is prohibited from transmitting on or through any of Brettified Wealth's platforms or servers, including but not limited to social media platforms, any material that is (in Brettified Wealth's sole discretion) unlawful, obscene, threatening, disruptive, abusive, libellous, hateful, that encourages conduct which could constitute a criminal offence, that gives rise to civil liability, that otherwise violates any national or international law, or that involves the transmission of any pornographic or sex-related merchandise or data.

3.7. The Client shall (and shall ensure all Authorised Affiliates, Authorised Users or similar shall) at all times comply with all applicable laws relating to the use or receipt of the Products and/or Services, including laws relating to privacy, data protection and use of systems and communications.

#### **4. FEES AND PAYMENT**

4.1. The Fees for the Products and/or Services are detailed in the Order or any agreement made in writing between Clients On Brettified Wealth.

4.2. The Fees will be paid in full in accordance with the Order, written confirmation from Clients On Brettified Wealth, or any agreement made with a finance company in accordance with payment for the Products and/or Services.

4.3. All payments due to Brettified Wealth under the Contract shall be made in full without any deduction or any withholding. The Client will not be entitled to assert any credit, set off or counterclaim against Brettified Wealth against any sum(s) owed.

4.4. In relation to payment by instalments or a payment plan, payment shall be made monthly on the same calendar day as the date of the Order or as otherwise agreed in writing between Clients and Brettified Wealth.

4.5. The Fees will remain payable by the Client notwithstanding any decision to cease using the Products and/or Services and even if the Client does not complete, access, attend or use the entire Products and/or Services.

4.6. Brettified Wealth shall be entitled to continue processing payments for any monies outstanding using any of the Client's debit or credit card details previously confirmed to Clients on Brettified Wealth.

4.7. In the event of any payment due to Brettified Wealth becoming overdue and unpaid for more than 20 (twenty) days, Brettified Wealth may, at its discretion, suspend or withdraw the provision of the Products and/or Services, without prejudice to any of its other rights as to termination.

4.8. Save as to the cooling off period set out at clause 5, the Contract is non-cancellable and payment will be due by the Client regardless of whether the Products and/or Services are used.

4.9. The Client acknowledges that they have signed or agreed to the Order through their own choice without coercion or any lawful tactics from Brettified Wealth and are fully responsible for their own decisions.

4.10. Brettified Wealth reserves the right to instruct third party legal representation should the Client fail to make payment in accordance with these Conditions.

#### **5. COOLING OFF AND RIGHT TO CANCEL**

5.1. The Client has a limited period, referred to as 'cooling off period', in which they may change their mind and cancel their contract with Brettified Wealth.

5.2. The cooling off period will begin from the date of the Order and continue for up to 5 days.

5.3. The Client must give written notice of their cancellation to Brettified Wealth within the 5-day cooling off period.

5.4. The Client must supply written notice of the request to cancel by email to support@brettified.com.

5.5. If the Client exercises their right to cancel, the Product and/or Services will be terminated.

5.6. If the Client does not request a refund within the cooling off period, the Client is required to complete all remaining payments.

## **6. LIMITATION OF LIABILITY**

6.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to acts of God; flood; drought; earthquake or other natural disaster; epidemic or pandemic; terrorist attack; civil war; civil commotion or riots; war; threat of or preparation for war; armed conflict; imposition of sanctions; embargo; the breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and non-performance by suppliers or subcontractors. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

6.2. Brettified Wealth will, under no circumstances, be liable to the Client (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), for any indirect or consequential loss, special damages, or any costs or losses attributable to loss of profits or opportunities arising from or in connection with the subject matter of the Contract.

6.3. The maximum amount of damages payable by Brettified Wealth to the Client in respect of any and all liability (apart from that mentioned above), including liability arising from negligence, under or in connection with the Contract shall not exceed the amount paid by, or on behalf of, the Client to Brettified Wealth for the preceding calendar month or calculated based on 1/12th of the Fees in the preceding 12 months.

## **7. NON-COMPETE**

The Client undertakes not to compete or seek to compete, either directly or indirectly or in any other capacity whatsoever, with the business of Brettified Wealth or in the provision of products or services directly competitive with any aspect or part of the Products and/or Services, resulting in actual or anticipated loss to Brettified Wealth, to include as to its reputation.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. All intellectual property rights in, arising out of, or in connection with, the Products and/or

Services will be owned by Brettified Wealth. Brettified Wealth grants the Client a revocable, non-exclusive royalty-free licence to use such rights only to the extent necessary to allow the Client to benefit from the Products and/or Services but not further or otherwise and no other rights or licences are granted. Any such rights arising from the Client's use of the Products and/or Services shall accrue to Brettified Wealth and the Client shall be deemed to have assigned any such rights to Brettified Wealth, with Brettified Wealth authorised to act as its agent to execute any such transfer or other documents giving effect to the same.

8.2. The Client, Authorised Users and Authorised Affiliates may be able to store or transmit Client Data using the Products and/or Services and the Products and/or Services may interact with Client Systems. The Client hereby grants a royalty-free, non-transferable, non-exclusive licence for the Client (and each of its direct and indirect sub-contractors) to use, copy and other otherwise utilise the Client Data and Customer Systems to the extent necessary to perform or provide the Products and/or Services or to exercise or perform Brettified Wealth's right, remedies and obligation under the Contact.

## **9. DATA AND INFORMATION**

9.1. Protected Data shall, at all material times, remain the property of the Client or its licensor.

9.2. Except to the extent Brettified Wealth has direct obligations under data protection and other applicable laws, the Client acknowledges that Brettified Wealth has no control over Protected Data hosted as part of the provision of the Products and/or Services and may not actively monitor or have access to the content of Protected Data. The Client shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of Protected Data and non-personal data and that its use (including use in connection with the Products and/or Services) complies with all applicable laws.

9.3. If Brettified Wealth becomes aware of any allegation that Protected Data or non-personal data may not comply with the Contract, Brettified Wealth shall have the right to permanently delete or otherwise remove or suspend access to any Protected Data or non-personal data which is suspected of being in breach and/or disclose Protected Data or non-personal data to law enforcement authorities (in each case without the need to consult the Client). Where reasonably practicable and lawful, Brettified Wealth shall notify the Client before taking such action.

9.4. Brettified Wealth shall have the right to suspend the Products and/or Services at any time, and for any reason, without notice. The Client accepts and acknowledges that the Products and/or Services can be withdrawn or may be unavailable due to technical and other issues, or as a result of updates, maintenance or similar circumstances. If such a suspension or withdrawal is to last more than 30 days, the Client will be notified as to the reason.

## **10. CONFIDENTIALITY AND SECURITY OF DATA**

10.1. Brettified Wealth shall maintain the confidentiality of Protected Data and shall not, without the prior written consent of the Client, and in accordance with the Contract, disclose Protected Data other than as necessary for the performance of the Products and/or Services, the express rights and obligations under the Contract, or as required by law.

10.2. Brettified Wealth will disclose Protected Data only to those of its officers, employees, agents,

contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Contract or as otherwise reasonably necessary for the provision or receipt of the Products and/or Services.

10.3. In order to promote and respect the confidentiality of all clients and intellectual property the Client understands that the Products and/or Services, now and in the future, are limited to people who have registered in the respective training. In consideration of, and as a condition for permitting the Client to participate in the Products and/or Services, the Client agrees to not publish, broadcast, disclose, communicate to the public, or assist another to do the same in respect of, the identity, likeness or actual or paraphrased comments of anyone who participates, leads, assists or is otherwise involved in the Products and/or Services.

## **11. WARRANTIES**

Brettified Wealth gives no warranties of any kind, whether express or implied, for the Products and/or Services it provides under the Contract. Brettified Wealth also disclaims any warranty of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or interruptions to the Products and/or Services caused by Brettified Wealth's negligence or the Client's errors or omissions. Use of any information obtained via Brettified Wealth is at the Client's own risk. Brettified Wealth makes no warranty, whether express or implied, as to the accuracy of quality of information obtained through its Products and/or Services.

## **12. ASSIGNMENT AND SUB-CONTRACTING**

The Client will not, without the prior written consent of Brettified Wealth, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. For the avoidance of doubt, the Client will not share the Products and/or Services or any content, data or information derived from the Client's use of the Products and/or Services with any third party without the prior written consent of Brettified Wealth, which may be withheld.

## **13. WAIVER**

A waiver of any right under the Contract is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default.

## **14. VARIATION**

Except as set out in these Conditions, any variation including the introduction of any additional terms and conditions, to the Contract will only be binding when agreed in writing between the Brettified Wealth.

## **15. APPLICABLE LAW**

15.1. Any dispute of legal issue arising from the Conditions will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

15.2. Each of the paragraphs referred to in the Conditions shall be severable and distinct from one another and, if at any time, more and more of such provisions become invalid, illegal or enforceable,

the validity, legality and enforceability of the terminating paragraphs shall not in any way be affected or impaired by this.

## **16. CLIENT CONFIDENTIALITY AGREEMENT**

16.1. The Products and/or Services are limited to people who have registered for the Products and/or Services.

16.2. The Client will not publish, broadcast, disclose, communicate to the public, or assist another to do the same in respect of, the identity, likeness or actual or paraphrased comments of anyone who participates, leads, assists or is otherwise involved in the Products and/or Services.

16.3. The Client recognises that any breach of confidentiality may cause Brettified Wealth and/or other clients irreparable and substantial harm even though it may be impossible to ascertain the full monetary extent of their financial loss.

16.4. Nothing in this Contract is intended to limit the Client from sharing their experience of the Products and/or Services with anyone.

16.5. Nothing in this Contract is intended to limit Brettified Wealth from sharing results and any testimonials (written or by video) in relation to the Products and/or Services, for any reason (including to promote the business of Brettified Wealth) with anyone by any means.

## **17. COMPLAINTS**

17.1. Brettified Wealth is committed to providing high quality Products and/or Services.

17.2. Brettified Wealth has a written complaints procedure in place to ensure that all complaints are handled fairly and promptly. A copy of Brettified Wealth's complaints procedure can be obtained upon request.

## **18. GENERAL**

18.1. Brettified Wealth reserves the right to alter or cancel published dates, limit access, and change venues without any liability whatsoever.

18.2. Brettified Wealth reserves the right to make changes to the programs, services, products, speakers or venue should that be necessary.

18.3. From the date the contract commences, any behaviour displayed by the Client that Brettified Wealth deems as disruptive, disrespectful, threatening, abusive or untenable in anyway (to the sole discretion of Brettified Wealth), either in person, via email, via social media or any other forms of means of communication, either directed at Brettified Wealth, Brettified Wealth's other clients, Brettified Wealth team members or associates, may result in the Client being denied access to all aspects of the Products and/or Services, including but not limited to online support, Circle So groups, live events or coaching calls. All remaining fees would remain payable and any monies for the Products and/or Services will be non-refundable.

18.4. The Client agrees that Brettified Wealth has not made any promise, guarantee, or other representation with respect to the Client's future incomes or gains resulting from the provision of the Product and/or Service, and that the Client has not been induced to enter the Contract as a result of any alleged promise, guarantee or representation.

18.5. These Conditions supersede any previous arrangement with your concerning their subject matter.