

## **KAFFEEN LTD**

1. We are Kaffeem Ltd, registered in England and Wales under company number: 11645313, with registered office at 1 North Parade Passage, Bath, Somerset, England, BA1 1NX (**"We"**, **"Our"**, **"Us"**)
2. Through our website at <https://kaffeem.club> (**"Platform"**) we provide online content, guidance and training materials via our Press for Success Toolkit or any other toolkits on our Platform from time to time (**"Content"**) as well as offering coaching and mentoring services (**"Coaching Services"**).
3. You are the business holder of the Account (as defined below) who has purchased access to Content (**"Content Access"**) and/or Coaching Services (**"you"**).
4. By purchasing access to the Content and/or Coaching Services via the Platform you agree to be legally bound by these terms (**"Terms"**), no matter how you access the Platform or the Coaching Services or the Content Access.
5. Please read these Terms carefully before accessing the Platform, registering for an account on the Platform (**"Account"**) and purchasing any Content Access and/or Coaching Services.
6. By using the Platform, you agree to comply with and be bound by these Terms and agree that you have read and understood them.
7. If you do not agree with these Terms, you must not access or use the Platform or register for an Account or purchase any Coaching Services or Content Access.
8. These Terms apply to business clients only. These Terms do not apply to individual consumers purchasing content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).
9. These Terms constitute the entire agreement between us and you with respect to your purchase of Content Access and/or Coaching Services from us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of us that is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

## **Account**

10. The Platform will guide you through the process of setting up an Account and purchasing Content Access and/or Coaching Services. Before completing your purchase of Content Access and/or Coaching Services, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
11. If, during the order process, you provide us with incorrect or incomplete information (including any incorrect or incomplete information about you) please contact us as soon as possible. If we are unable to process your order due to incorrect or incomplete information, we will contact you to ask you to correct it. If you do not give us the accurate or complete information within a reasonable time of our request, we will cancel your order and treat the contract as being at an end. We will not be responsible for any delay in the availability of Content Access and/or Coaching Services that results from you providing incorrect or incomplete information.
12. No part of the Platform constitutes a contractual offer capable of acceptance. Your order to purchase a Content Access and/or Coaching Services constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that we have accepted it. Our acceptance is indicated by us sending you confirmation by email that we have accepted your order for Content Access and/or Coaching Services. Only once we have sent you a confirmation email will there be a legally binding contract between us and you.
13. In the unlikely event that we do not accept or cannot fulfil your order for any reason, we will explain why in writing. If we have taken payment any such sums will be refunded to you. Any refunds will be issued to you as soon as possible, and in any event within 14 days. Refunds will be made directly via the integrated payment provider via the Platform.

## **Payment**

14. Payment for any Content Access and Coaching Services must always be made in advance. We use an integrated payment platform to enable you to pay for your order via the Platform.
15. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the you.
16. If you do not make any payment due to us on time, we will suspend your access to the Content and/or Coaching Services and/or the Platform. Any outstanding sums due to us will remain due and payable and we may charge interest on the outstanding amount at the rate of 8% a month above the base lending rate of Barclays Bank plc, accruing daily.
17. If you believe that we have charged you an incorrect amount, please contact us at [charlotte@kaffeen.club](mailto:charlotte@kaffeen.club) as soon as reasonably possible to let us know.

## **Pricing**

18. We may from time to time change our prices. Changes in price will not affect any Content Access and/or Coaching Services that you have already purchased and we have confirmed in writing to you but will apply to any subsequent renewal or new orders.
19. We will inform you of any change in price at least 14 days before the change is due to take effect.
20. We make all reasonable efforts to ensure that all prices shown on our Platform are correct at the time of going online. All pricing information is reviewed and updated periodically. Changes in price will not affect any order that you have already placed and that we have confirmed in writing.
21. Prices on our Platform are shown exclusive of VAT.
22. It is your responsibility to make any and all arrangements necessary in order to access the Platform.

## Coaching Services

23. You can purchase Coaching Services via the Platform.
24. The Coaching Services are provided on a rolling monthly term basis which shall automatically renew unless terminated in accordance with clause 65, clause 66, clause 67 or clause 68.
25. Upon termination the Coaching Services shall lapse.
26. You acknowledge that the Coaching Services rely upon your co-operation and engagement with us and your implementation of strategies within your business. We are not responsible for the implementation of any strategies by you. You agree that you shall provide us with such information and documentation as we reasonably require to carry out the Coaching Services, make available to us the resources, working space and staff as we reasonably requires from time-to-time to perform the Coaching Services; and instruct your staff and agents to co-operate and assist us. We may charge you for any additional reasonable costs and expenses incurred by us because of your breach of this clause 26 or change in instructions or failure to provide proper instructions or materials.
27. The scope of services, as well as the number of hours per week and the days that we shall deliver the services to you can be found on the sales page on the date you purchase the Coaching Services ("**Specification**"). We shall also inform you of the member of our team who will be providing you with the Coaching Services ("**Coach**").
28. We shall provide the Coaching Services on the days and times set out in the Specification unless agreed otherwise in writing.
29. The Specification may be varied, or added to, from time to time, in writing. The changes shall be clearly identified, together with the additional or different level of fees to be paid by the you.
30. For fees calculated on a daily rate: **day** shall mean a period of 8 hours inclusive of travel time. Time spent in excess of an 8-hour period shall be charged at the pro-rated rate for a day.
31. For fees calculated by reference to an hourly rate: for time spent which is less than a complete hour, you shall be charged up to the nearest 30 minutes.

32. Together you and us shall agree the time and place (if not set out in the Specification) for performance of the Coaching Services, subject to the availability of your Coach.
33. Please note that at no time shall any days or times be guaranteed.
34. Unused hours and services are not capable of being carried over to the next month unless agreed otherwise in writing by us.
35. Time shall not be of the essence:
- a. for any times when the Coaching Services are to be performed, whether given or agreed to by us; or
  - b. for the length of time that any of the Coaching Services are to take, whether set out in the Specification or otherwise.
36. We shall at all times endeavour to ensure that the Coaching Services are carried out by the Coach unless agreed otherwise in writing with you.
37. As part of the Coaching Services you shall have reasonable access to your Coach via Voxer. You shall ensure that you only leave a message which is of a suitable size and length to be communicated via Voxer.
38. You understand and agree that your Coach may not work for us on a full-time basis. You shall from time to time be provided with the days and times that your Coach will be available to respond to you but understand and agree these are subject to changes at short notice.
39. Your Coach shall endeavour to respond to any communication from you within a reasonable time-frame subject to clause 38.
40. All payments for Coaching Services shall be taken by us automatically on a monthly basis via the payment platform you sign up to via the Platform. It is your responsibility to cancel your recurring payment upon termination of the Coaching Services.
41. We will be entitled to be reimbursed for any agreed out-of-pocket expenses reasonably incurred in the proper provision of the Coaching Services as set out in the Specification or agreed in writing from time to time.
42. In most cases the Coaching Services do not include the preparation of any materials. The Coaching Services are coaching, guidance and support only. Where we have agreed to provide materials in writing we shall supply one copy and grant you a non-exclusive licence (without the right to sub-licence) to use the materials for your own internal use only. We shall always own all

copyright, database and other intellectual property rights in any materials created by us or the Coach. Nothing in these Terms shall transfer any intellectual property rights to you.

43. We may have any interest in or advise or act as a consultancy to any business at any time which shall include without limitation any competing businesses.

### **Our Liability to you for Coaching Services**

44. We warrant that we will use reasonable care and skill in performing the Coaching Services.
45. We expressly do not warrant that any result or objective whether stated in this Terms or not shall be achieved, be achievable or be attained at all or by a given date.
46. Except in the case of death or personal injury caused by our negligence, our liability under or in connection with these Terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever in respect of the Coaching Services, shall never exceed the amount paid to us for the Coaching Services in the last 12-month period.
47. We shall never be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
48. To the maximum extent permitted by law the following types of loss are wholly excluded:
- a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of use or corruption of software, data or information;
  - f. loss of or damage to goodwill; and
  - g. indirect or consequential loss.
49. Nothing under these Terms shall limit your payment obligations under these Terms.

50. You shall indemnify and hold us harmless from and against all Claims and Losses arising from loss, damage, liability, injury to our employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to you by us, our employees or consultants, or supplied to us by you within or without the scope of these Terms. **Claims** shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and **Losses** shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

## **Content**

51. Where you have purchased Content Access we provide the Content to you under a non-transferrable licence as set out under clause 62 to view the materials and for you to act in accordance with these Terms.

52. Access to the Platform and Content is always provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Platform or Content (or any part of it) at any time and without notice. We will not be liable to you in any way if the Platform or Content (or any part of it) is unavailable at any time and for any period.

53. Whilst we will endeavour to provide updates to the Platform and Content, we are under no obligation to provide any new material nor update current material on the Platform.

54. Minor changes may, from time to time, be made to certain Content, for example, to reflect changes in the industry or in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Content and should not normally affect your use of that Content. However, if any change is made that would affect use of the Content, suitable information will be provided to you.

55. In some cases, we may also make more significant changes to the Content. If we do so, we will endeavour to inform you before the changes are due to take effect.

56. Where any updates are made to Content, that Content will continue to materially match our description of the Content as set out on the Platform

before you purchased your Content Access however you note that given the nature of the Content this may be replaced or materially updated from time to time. Please note that this does not prevent us from enhancing the Content, thereby going beyond the original description.

### **Provision of Content**

57. We shall make available to you Content but if you choose not to access or make any permitted use of some or all that Content or, for any reason not attributable to us, you are unable to do so, you will not be entitled to any refund.
58. The Platform and Content may include general information provided by us or third parties; however, any general information or sample templates provided as part of the Platform are for example purposes only, may not be suitable to your circumstances and should not be considered as a substitute for professional advice.
59. Once you have purchased Content Access the Content will be available to you immediately from when we send you a confirmation email. Content Access is designed to last until such time as the Platform is no longer supported and/or operated by us subject to the following:
- a. In some limited circumstances, we may need to suspend the provision of Content (in full or in part) for one or more of the following reasons:
    - i. To fix technical problems or to make necessary minor technical changes;
    - ii. To update the Content to comply with relevant changes commercially or in the law or other regulatory requirements;
    - iii. To make more significant changes to the Content, as described above.
60. If we need to suspend availability of the Content for any reason we will try and inform you in advance of the suspension and explain why it is necessary (unless we need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Content, in which case we will inform you as soon as reasonably possible after suspension).

### **Rights in the Platform and to Content**



61. We and any of our licensors own and reserve all intellectual property rights in the Platform and Content (including, but not limited to, all copyright), and you agree that you will not do anything to infringe or prejudice those rights.
62. We (or our licensors) own (and retain) all intellectual property rights (at all times throughout the world) in all Content but when you purchase Content Access we will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence for you to access and use the relevant Content for the purposes of your training and only subject to clause 63. The licence granted does not give you any rights in our Content (including any material that we may licence from third parties).
63. The licence granted under Sub-Clause 62 is subject to the restriction that you may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works');

### **Obligations**

64. unless otherwise expressly permitted, you may not:
- a. sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the Platform or the materials on it or the Content in whole or in part, or as a component of any other product or service;
  - b. use the Platform or the materials on them or Content to create any derivative works or competitive products;
  - c. allow any third parties to access, use or benefit from the Platform or materials on it or Content in any way;
  - d. use any programmatic, scripted or other mechanical means to access the Platform or the materials on it or Content; or
  - e. share your password or login details with anyone.

### **Termination**

65. We may terminate these Terms if you do not pay the fees by the relevant payment dates.

66. Either you or us may terminate the Coaching Services by giving 30 days written notice to the other. It is your responsibility to cancel your recurring payment upon termination of the Coaching Services.
67. If the Coach becomes unavailable to carry out the Coaching Services and you and us cannot agree on a mutually agreeable replacement the Coaching Services can be terminated on 30 days written notice.
68. Without prejudice to other remedies or rights, either you or us may terminate these Terms and the Coaching Services and/or the Content Access at any time by written notice to the other ("**Other Party**"):
- a. if the Other Party is in material breach of its obligations under these Terms, and where a breach is capable of remedy within 14 days, the breach is not remedied within 14 days by the Other Party receiving notice specifying the breach and requiring the breach to be remedied; or
  - b. if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
69. You may cancel your Content Access at any time. However, subject to clause 70, we cannot offer any refunds and you will continue to have access to the Content whilst you hold an Account and we support the Platform.
70. If You purchase Content Access by mistake please inform us as soon as possible and do not attempt to access any Content. Provided you have not accessed any Content we will be able to issue a full refund. If you have accessed any Content once the Content Access has started, we will not be able to offer any refund and you will continue to have access to the Content.
71. Refunds under clause 70 when due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel. Any refunds will be made using the same payment method that you used when purchasing your Content Access unless you

specifically request that we make a refund using a different method.

### **Our Liability to you in respect of Content**

72. We make no representations or warranties to you of any kind, express or implied, as to the operation of the Platform or the Content, information or materials included on the Platform other than as set out under these Terms.
73. Subject to clause 75, we are not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Platform or Content, including without limitation legal, compliance and/or risk management decisions. You agree that you use the Platform and Content is at your own risk in these respects.
74. Subject to clause 75, we will not be liable to you, whether in contract, tort (including without limitation any negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity or loss of anticipated savings, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.
75. Subject to clause 76, our total liability to you for all other losses arising out of or in connection with any contract between you and us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of the Content and Content Access shall be either £100 or 100% of the total sums paid by you for the Content Access, whichever is the greater sum.
76. Nothing in these Terms seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

### **Events Outside of Our Control (Force Majeure)**

77. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond our reasonable control.
78. If any event described under clause 77 occurs that is likely to adversely affect our performance of any of our obligations under these Terms:
- a. We will inform you as soon as is reasonably possible;
  - b. We will take all reasonable steps to minimise the delay;
  - c. To the extent that we cannot minimise the delay, our affected obligations under these Terms (and therefore the contract) will be suspended and any time limits that we are bound by will be extended accordingly;
  - d. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Content and/or Coaching Services as necessary;
  - e. If the event outside of our control continues for more than 8 weeks we will cancel these Terms and inform you of the cancellation.

**Data submitted by you:**

79. In using the Platform and using the Content and/or Coaching Services, you must ensure any data or information you submit or send:
- a. is accurate (where it states facts);
  - b. is genuinely held (where it states opinions);
  - c. complies with applicable law in any country from which it is posted, and that you have all necessary permissions to place such information (including personal information) on the Platform.
80. Privacy is important to us. You agree and understand that we may process your personal information in accordance with our privacy policy, as amended from time to time. We use cookies on our site in accordance with our cookie

policy, as amended from time to time.

81. We shall process any personal data in accordance with our privacy policy ([here](#))

## **Communication**

82. If you wish to contact us with general questions or complaints, you may contact us by email at [charlotte@kaffeen.club](mailto:charlotte@kaffeen.club).

## **Complaints and Feedback**

83. We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

## **Changes to these Terms:**

84. We may post changes to these Terms via the Platform, and such changes shall be effective from the next time you use the Platform.

## **Other Important Terms**

85. We may transfer (assign) our obligations and rights under these Terms (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms (and the contract) will not be affected and our obligations under these Terms (and the contract) will be transferred to the third party who will remain bound by them.

86. You may not transfer (assign) your obligations and rights under these Terms (and under the contract, as applicable) without our express written permission.

87. Our contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.

88. If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
89. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.
90. No failure or delay by us in exercising any of our rights under these Terms mean that we have waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision.

## **Law and Jurisdiction**

91. These Terms, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
92. Any disputes concerning these Terms, or the relationship between you and us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.