

Private mentoring services agreement

1. Introduction

- 1.1. These Terms and Conditions ("**Terms**") apply to the delivery of the 1-1 Power Hour by Anna Khanna Limited ("**we**", "**us**") and when you electronically acknowledge them, by ticking the relevant box on our sales page, you, the purchaser of the Services ("**you**", "**your**"), agree to accept them.

2. Outline

- 2.1. The 1-1 Power Hour is a business related mentorship service designed to support you in achieving your desired business goals.
- 2.2. When you purchase the Service you will receive the following services ("**Services**"):
- 2.2.1. A 1 hour 1-1 session where we will work through the 4M Method. You will receive a recording of the session to download and keep.
- 2.2.2. An instagram analysis with help to optimise your content.
- 2.3. The Services will be delivered by Anna Khanna and such other employees, contractors, guest experts and third-party providers as may be necessary.
- 2.4. Sessions will be recorded and you will receive the link to the replay. When you accept these Terms you provide your consent for the recording and sharing of any sessions.

3. Payment terms

- 3.1. The total price of the Services, which you agree to pay for access to the Services is as advertised on the sales page ("**the Fee**").
- 3.2. Time for payment of the Fee shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law.
- 3.3. The Fee and any other payment you provide to us is non-refundable unless we cancel the Services (as set out in clause 7.3).
- 3.4. The Fee is calculated based upon our knowledge and experience and the time, preparation, effort and availability of the Services and is not based on your actual usage and/or level of attendance. On this basis you agree and acknowledge that:
- 3.4.1. you shall not be entitled to any form of credit to or deduction from the Fee for any non-attendance or lack of usage of the Services on your part; and
- 3.4.2. the Fee is payable in full and non-refundable save for the circumstances set out in the clause above.

4. The Sessions

- 4.1. If we need to reschedule a Session then we will make all reasonable attempts to provide you with as much notice as possible and to reschedule the Session to a mutually convenient time.
- 4.2. When you attend the Session you agree to:
- 4.2.1. be open and honest at all times so that we can understand your specific needs and tailor the Services appropriately in response; and
- 4.2.2. commit to engaging fully with the mentoring process and providing your full attention, time, focus and energy to our time together; and

4.2.3. comply with and respond to any of our requests for information and to take actions and complete tasks in a timely manner in line with any plan we mutually agree.

5. **Complaints or concerns**

- 5.1. It is really important to us that you are entirely happy with the Services. In the event you have any complaints or concerns please let us know by email hello@annakhanna.com and allow us a reasonable amount of time to investigate and resolve your concerns before you take any further action.
- 5.2. Where you do notify us of a complaint or concern then we will confirm receipt by email and follow our internal complaints handling procedure to investigate and deal with your complaint or concern.
- 5.3. We reserve the right to vary or re-perform the Services where we consider a concern is justified and in such case these Terms will apply to any re-performed Services.
- 5.4. Nothing in these Terms affects your statutory rights.

6. **No Guarantee**

- 6.1. During the Session you may decide to review and make decisions, concerning your personal and home life, business and career, finances and lifestyle. You understand and accept that any such reviews, decisions or subsequent actions will be your sole responsibility and that we shall not be liable to you for your failure to make any decisions or put into action any plans or strategy.
- 6.2. Your access to, and your participation in, the Services does not guarantee any particular results or success, including financial outcomes. During delivery of the Service, you will be provided with access to information, resources, and support all designed to benefit you but it remains, at all times, your responsibility to take action and to implement the necessary information received and/or any skills or tools shared. Your success and any results are dependent on factors which are outside of our control and for that reason we are not able to guarantee that any particular results or success will be achieved.
- 6.3. Any information or content provided on our Website or sales pages or otherwise provided to you during delivery of the Service does not constitute advice and should not be relied upon when making any decisions or taking any action.
- 6.4. You accept that achieving success in any business involves time, effort and resources and there are inherent risks which could affect your experience and your results. Whilst we shall endeavour to provide you with support for your business through delivery of the Services, we are not responsible for any outcomes or results and you accept that you will remain fully responsible for any decisions that you make including any financial decisions, and that by purchasing the Services you are confirming that you will not hold us liable for any results or outcomes, or lack of, that may occur or which you may experience.
- 6.5. We have made every effort to accurately represent the Service. Any testimonials and/or examples of results experienced, including the potential to achieve specific financial results, are not intended to represent or guarantee that you will achieve the same or similar results. Any reference to earnings, income or other financial results is an estimate only and no guarantee that you will achieve any particular level of income, profit or business success. Your individual success will depend on many factors, including your background, dedication, desire and motivation which are all outside of our control and for these reasons we make no guarantee, representation or warranty with respect to the Services provided.

7. **Changes, Term, Termination and Cancellation**

- 7.1. Our agreement shall begin when you electronically acknowledge these Terms and will continue until the services have been delivered, unless it is terminated earlier in accordance with these Terms, or we otherwise agree in writing.
- 7.2. You may cancel and end this agreement by providing us with one month's notice in writing by email to hello@annakhanna.com . Please remember unless the circumstances set out in clause 3.4 apply, no refund will be made and you will remain liable for full payment of the Fee despite any notice of cancellation.
- 7.3. We may cancel our agreement where we are unable to continue providing the Services for any reason. In such circumstances we will provide you with notice in writing along with a refund in accordance with clause 3.4 above.
- 7.4. Either of us may terminate our agreement on written notice to the other, with immediate effect if at any time:
- 7.4.1. one of us commits a material breach of these Terms and, in the case of a breach capable of remedy, fails to remedy that breach within 14 days of being asked in writing to do so. Any request must refer to this clause, provide full details of the breach and confirm that the contract will be terminated if not remedied; or
- 7.4.2. either one of us becomes subject to bankruptcy, insolvency or similar financial order or proceedings which affects either of us in a personal or business capacity.
- 7.5. Upon termination for any reason then:
- 7.5.1. you will upon request, return or destroy any Content or Confidential Information (as defined below), which belongs to us.
- 7.6. Termination for whatever reason will not affect either of our accrued rights, remedies, obligations and liabilities as at the date of termination, including the right to claim damages for any breach which existed on or before the date of termination.
- 7.7. In some circumstances it may be necessary for us to make amendments, revisions or changes to the Services or cancel, amend, change or reschedule any part as is reasonably required. If we do need to make changes then we will ensure that the Services still match the original service description, except where the change enhances the original description. We shall not be liable for any reasonable changes that are made to the Services.

8. **Events outside of our control**

- 8.1. We will make every effort to deliver the Services to you but sometimes things may happen which are outside of our control ("**Events**"). Examples of Events can include, but are not limited to, acts of god, extreme adverse weather conditions, pandemics, industrial action, lock down, war or threat or preparation for war, terrorist attack, any act or omission of a telecommunications officer or third-party supplier of services. If an Event happens which causes a delay to the delivery of the Services then we will contact you as soon as we are able to confirm the details of the Event, the steps we are taking to mitigate the impact and when we expect to recommence delivery of the Services.
- 8.2. If an Event occurs which continues for longer than 3 months then either one of us shall be entitled to terminate this Agreement by providing 14 days' notice in writing. Termination in these circumstances shall be without prejudice to any of our rights in respect of any breach occurring prior to termination. We will not be liable for any loss or damage suffered by you as a result of any delay caused by an Event and any refunds will be considered at our discretion.

9. **Confidentiality and Intellectual Property**

- 9.1. The protection of confidentiality is very important to us and that is why when you disclose or share any information with us it will be kept strictly confidential.

- 9.2. Where we disclose any information to you, you agree that the information belongs solely and exclusively to the person disclosing it and that you will keep it strictly confidential and not:
9.2.1. disclose, communicate, reproduce or distribute it, or use it for your own benefit, whether personally or commercially, and whether directly or indirectly;
9.2.2. use it for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to the business or reputation of the person disclosing it.
- 9.3. The obligations above exclude any information that was already known to either of us before it was disclosed, or where it was already in the public domain, created by one of us, or provided separately by someone else without any breach of these Terms.
- 9.4. You agree to keep all access information safe and secure and to notify us if you think someone may have access to this information.
- 9.5. For the purposes of these Terms, Intellectual Property shall mean all worldwide intellectual property rights whether registered or unregistered, registrable or non-registrable, including any application or right of application for such rights and shall include copyright and related rights, database rights, confidential information, trade secrets, know how, trade names, business names, trademarks, passing off rights, patents and rights in designs.
- 9.6. As part of the Service we may provide you with materials, information, tools, videos, resources, documents, workbooks, data and other content ("**Content**"). You agree and accept that all Content remains our confidential and proprietary Intellectual Property and belongs solely and exclusively to us. You will be permitted to use any Content in connection with your use of the Services but it should not be copied, modified, reproduced, sold, shared, distributed, published, licenced, disclosed, or used for any reason, whether for commercial gain or not, without our prior written consent and nothing within these Terms constitutes a transfer of any Intellectual Property or a grant of a licence or any right to use unless expressly set out in these Terms or where we have provided our written consent.
- 9.7. You may not, without our prior written consent, make any audio or visual recordings of all or any part of the delivery of the Services. You agree that we may make recordings which may include your image, voice, name and likeness during the course of the delivery of the Services, if our Sessions take place on systems that allow for recording. Recordings of any Sessions will only be made available to you for the purposes of learning and development in accordance with the scope of the Services. You shall not distribute or share any recordings of the Services we provide to you to anyone else.

10. **Your Personal Information**

- 10.1. Any personal information you provide will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the UK GDPR and the Data Protection Act 2018. We shall only process your personal information to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Services and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your personal Information please refer to my privacy notice which can be found at www.annakhanna.com
- 10.2. Any of our obligations arising under this clause and under clause 12 above, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to these Terms), to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where it is necessary because we reasonably believe you are at risk of danger to yourself or others.

11. **Reviews and Testimonials**

- 11.1. If you share comments, information, content, photographs, graphics or images ("**Client Content**") you are granting to us, free of charge, permission to use that Client Content in any way as part of our business services, which shall include advertising and marketing.
- 11.2. When sharing Client Content, you confirm that you have the legal right to share it and that it does not infringe any third party's intellectual property or other rights.
- 11.3. If you provide us with a testimonial, review or similar ("**Review**") then by doing so you are providing your consent for us to exhibit, copy, publish, distribute, use on our Website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we may reasonably require to lawfully promote my business. You can amend your consent at any time by email to hello@annakhanna.com

12. **Liability**

- 12.1. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.
- 12.2. We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:
 - 12.2.1. any indirect, consequential or special damages, losses or costs;
 - 12.2.2. any loss of profits, business, data, reputation or goodwill or any such anticipated losses;
 - 12.2.3. any failure to deliver the Services where we are prevented due to an Event or another reason beyond our reasonable control; or
 - 12.2.4. any losses arising from your choice of Services or your use of the Services once delivered.
- 12.3. The Service is intended to provide information and support relevant to building and growing a business. We are not financial, legal or medical professionals and any information we provide as part of the Services is for information or educational purposes only. You accept that, at all times, you will remain responsible for all decisions that are made
- 12.4. We warrant that the Services are of satisfactory quality and reasonably fit for the purposes in which they are intended to be used.
- 12.5. Save for the warranty set out in the clause above, all warranties and representations are excluded to the fullest extent permitted by law.
- 12.6. Our entire liability to you shall be limited to the amount of the Fee paid by you at the time loss is sustained.
- 12.7. We both agree that we have adequate insurance cover in place to meet any liabilities that may arise in connection with this Agreement.
- 12.8. Where third party platforms or services are used to facilitate delivery of the Services such as Zoom and Google Docs, it is your responsibility to check their terms of use and any privacy provisions before you access or use them. We shall not be liable for your use of any third-party platforms.
- 12.9. During the Services, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm Anna Khanna's reputation or the business or reputation of Anna Khanna or Anna Khanna Limited, or which would reasonably be expected to lead to unwanted or unfavourable publicity to Anna Khanna, Anna Khanna Limited, this includes, but is not limited to, publishing any complaints, comments or feedback on public media, in any format.
- 12.10. In the event a dispute arises in connection with the provision of the Services which we are unable to resolve following our internal complaints process or otherwise by mutual consent, then we both agree to submit the matter for mediation by a CEDR accredited independent

mediator. In the event a resolution is still not possible 30 days following a mediation decision then either of us shall be at liberty to commence legal action.

13. **Contact between us**

- 13.1. This Services shall be delivered by Anna Khanna Limited.
- 13.2. Should you wish to contact us then you can email us at hello@annakhanna.com
- 13.3. If we need to contact you, we will use the email address you provide to us at the time you purchase the Services. If you change your contact email address it will be your responsibility to notify us so that we can update our records.
- 13.4. Any reference in these Terms to a notice shall mean notice in writing sent by email to the email address above. All emails will be taken as delivered 48 hours from valid transmission.

14. **General**

- 14.1. The failure of either one of us to actively enforce any provision of these Terms shall not constitute a waiver, diminution or limitation of any right (including any enforcement rights).
- 14.2. In the event any provision of these Terms is deemed to be invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.
- 14.3. These Terms represent the entire agreement between us and supersede all other negotiations, drafts, correspondence and discussions prior to you purchasing the Services.
- 14.4. You agree that we have made no other representations to you to induce you into purchasing the Services and we agree that no modification to our agreement shall be effective unless in writing and signed by us both..
- 14.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

15. **Applicable Law**

- 15.1. These Terms and any dispute or claim arising out of them (including non-contractual disputes of claims) shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

I confirm that my electronic acknowledgment indicates my full understanding and agreement with the information outlined above.