

Terms & Conditions

Upon proceeding to payment you are accepting and agreeing to the terms and conditions (“Terms”) as stated below. If you have any questions or concerns regarding these Terms, please get in touch at amanda@amandaappiagyei.com

The words ‘you’ and ‘your’ used throughout these Terms and conditions refer to the buyer/customer. The words ‘we’, ‘our’ and ‘us’ used throughout these Terms and conditions refers to the seller Amanda Appiagyei, of 3 Sterling Road, Enfield, EN20LN.

Summary

We’ll always do our best to fulfil your needs and meet your expectations, but it’s important to have things written down so that we both know what’s what, who should do what and when, and what will happen if something goes wrong.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality;

- if your digital content is faulty, you’re entitled to a repair or a replacement;
- if the fault can’t be fixed, or if it hasn’t been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back;
- if you can show the fault has damaged your device and we haven’t used reasonable care and skill, you may be entitled to a repair or compensation.

This is a summary of some of your key rights. For detailed information from Citizens Advice, please visit www.citizensadvice.org.uk.

The information in this summary box summarises some of your key rights. It is not intended to replace the Terms below which you should read carefully.

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding agreement between you and us is made.

The key information is set out on the sales page of our website <https://amandaappiagyei.com/thejoyfulbrandclub> for the digital content you are purchasing as well as in these Terms. The key information we give you by law forms part of these Terms as though it is set out in full here.

If we have to change any key information once a legally binding agreement between you and us is made, we can only do this if you agree to it.

The service

You are paying us to provide you with a twelve (12) month online programme called "The Joyful Brand Club", relating to branding and marketing ("the Programme"). This Programme includes:

- An eight (8) part course with video modules and workbooks;
- 1:1 feedback and ideas through Voxer on specified days with Amanda Appiagyei or another team member;
- Weekly accountability sessions with me or a member of the team;
- Access to all of my current Trello templates;
- A 25-page template presentation to work through;
- A closed Facebook community;
- One bonus session every other month for your specific group.
- PAY IN FULL BONUS: Half a day of Voxer access (3 hours) to use within three months of purchase date. (A selection of dates will be available)

Our agreement with you

Our acceptance of your order will take place when we email you to accept it, at which point an agreement will come into existence between you and us as governed by these Terms.

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Programme. This might be because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the programme.

Fees and payment

The fees for the Programme are as follows:

- The Programme will cost nine hundred and ninety five Great British Pounds (£995.00);
- On the payment plan, The Programme will cost nine hundred and fifty six Great British Pounds (£996.00) spread across 12 months at a payment of eighty-three Great British Pounds (£83.00) per month;

We accept payment by PayPal and credit card.

All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

- [Verified by Visa](#);
- [Mastercard®SecureCode™](#); or
- [American Express SafeKey](#).

By accepting these Terms you agree to be responsible for all full payment for the entire course of the Programme, regardless of whether you attend all the sessions or utilise all the available resources included in the Programme.

Should you decide to stop the payment process before completing the Programme, you will forfeit the sessions and will be removed from all groups and access portals. If you default on your payment you will be sent an automatic reminder, if this is not paid within 5 days we will send you a written notice that your access may be terminated if not paid.

Our responsibilities

We will use all reasonable endeavours to supply the services in accordance with these Terms. We have the experience, knowledge or ability in the areas stated on the sales page at amandaappiagyei.com/organise-your-business-and-life/

The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

- is of satisfactory quality;
- is fit for purpose; and
- matches its description.

We must provide you with digital content that complies with your legal rights.

When we supply the digital content:

- we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
- we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and
- you acknowledge that there may be minor errors or bugs in it.

Faulty digital content

Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these Terms. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

- contact us using the contact details at the top of this page; or
- visit the Citizens Advice website www.citizensadvice.org.uk.

Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

Please contact us using the contact details at the top of this page, if you want:

- us to repair the digital content;
- us to replace the digital content;
- a price reduction; or
- to reject the digital content and get a refund.

To avoid faults in the digital content happening, you must:

- install any fixes, updates, upgrades, new releases and new versions as soon as reasonably possible after we tell you that they are available to be downloaded;
- use it only on the recommended third party software and equipment set out in the guide to its use; and
- notify us immediately of any faults you experience with the digital content.

Cancelling the Programme

If you are ending the agreement for a reason set out in this clause, the agreement will end immediately and we will refund you in full for parts of the Programme you have paid for but not received. The reasons include:

- we have told you about an upcoming change to the Programme or these Terms which you do not agree to;
- we have told you about an error in the price or description of the Programme you have ordered and you do not wish to proceed;
- there is a risk that supply of the Programme may be significantly delayed because of events outside our control;
- we have suspended supply of the Programme for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one (1) month;
- you have a legal right to end the agreement because of something we have done wrong; or
- we have decided, based on external factors and in our absolute discretion, to allow you to end the agreement between us.

Where you are entitled to a refund under the clauses above, we will refund you by the method you used for payment as soon as possible (but not later than 14 days after we have agreed to the refund).

You have 14 days after the day we email you to confirm we accept your order or, if earlier, until you start downloading, streaming or accessing the Programme or related content. If we delivered the Programme or related content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind or request a refund.

You do not have the right to change your mind or request a refund in respect of the Programme or related content once you have started the course.

To end your agreement with us, please let us know by contacting us using the details at the start of these Terms.

We may end the agreement at any time by writing to you if you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due.

Your data

All of your data is processed in accordance with our privacy policy which can be found here: amandaappiagyei.com/privacy-policy

If you have registered your interest in receiving updates, news and marketing information, you are free to unsubscribe at any time.

We will always respect your privacy and any personal communication between you and us.

We will always comply with United Kingdom Data Protection Act.

Intellectual Property

All intellectual property rights in and arising from the Programme, its content and all related content are and remain our property.

In relation to the Programme, its content and all related content, we do not allow copying, modifying, reproducing, publishing (or re-publishing), selling, distributing, or otherwise making available to anyone not a party to these Terms.

Disclaimer

You understand and agree that you are wholly and entirely responsible for creating your own results and outcomes, whether that applies to your business or personal life.

I do not make claims to or guarantees of any financial, business, personal or other gains that may come to you as a result of your participation in the Programme.

Except for those responsibilities that cannot be legally excluded (such as for death or personal injury or breaches of personal data protection laws), we are not legally responsible for:

- any unforeseeable losses;
- losses you incur as a result of your own actions; or
- business losses.

Any information I share on potential time saved or benefits gained is not guaranteed, and is based on personal experience only.

Privacy & discretion

For the purposes of these Terms, confidential information means information provided or shared throughout the Programme in verbal, audio, video, written, graphic, recorded, machine readable or other form concerning business, clients, suppliers, financiers, personal information, family information and other areas of the other party's business, background or current situation ("Confidential information").

You will not use or disclose to any person either during or at any time after your use of the Programme any Confidential Information. This restriction does not apply to any disclosure that has been authorised by us or that is required by law.

All Confidential Information disclosed during the Programme remains strictly confidential, unless you give written permission that we may share. We will only ever share if required by law, or if we believe you or other persons to be at serious risk.

Laws & regulations

We both agree that we will adhere to all relevant laws and regulations in relation to our activities under these Terms and not cause the other to breach any relevant laws or regulations.

If for some reason one part of these Terms becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language in these Terms is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.