



## **TERMS AND CONDITIONS – THE WEALTH ACTION PLAN**

This is the entire Agreement between:

The Wealth Action Plan Ltd a company registered in England at Ketteringham Hall, Church Road, Ketteringham, Norfolk NR18 9RS under registration number 10166976 (“The WAP”)

And

You as per the details supplied in your registration submission (“You”)

The content is provided by Siam Kidd (“Siam”)

### **WELCOME**

Thanks for becoming a member of The WAP! Here is the line in the sand where You make one wise decision to change Your life. It is a step by step process, delivering unparalleled content you need to improve Your financial future. The WAP team are excited to be a part of Your journey! Now... for the terms and conditions, we recommend You read all of this content.

### **CONTRACT**

*By Agreeing to these Terms and Conditions You are entering into a contract with The WAP and in doing so You are agreeing to make:*

- **Monthly payments of £9.00**

In return You will receive daily, short, animated videos teaching you everything about:

- **Money**
- **Personal finances**
- **Financial mindset**
- **Investing**
- **Property**
- **How to set up a part-time online based business**

NOTE: By signing up to The WAP, You have expressly agreed to being provided with the digital content immediately. On downloading such content within 14 days You will have waived your right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### **MONTHLY MEMBERSHIP**

You agree that The WAP may take a payment of £9 per month for ongoing access to the community automatically until such time that You cancel your Membership by sending us a Cancellation Notice (see below for details). Your encrypted payment details stored on your personal record will be used for this recurring payment. As part of your ongoing membership You will continue to receive:

- Membership of the The WAP Facebook group
- Access to The WAP video content

**REVIEWED: MAY 2019**



If The WAP are unable to take payment for any reason during the term of this Agreement, You agree to provide them with an alternative payment method. The WAP has the right to revoke access to the community and its membership benefits until such time payment is made.

Please note, The WAP may vary the price of membership from time to time upon giving one months' written notice to members.

This is a personal membership for the named subscriber only. Subscribers are not permitted to 'club together' to purchase one membership. You must not share your log-in details with any other person.

The content of the videos and Facebook group is for your personal use only, and should not be copied, duplicated or otherwise shared without the prior permission of The WAP.

#### **MEMBERSHIP OF FACEBOOK GROUP**

The Facebook group is intended to be a friendly community of Siam's students. The WAP hope You enjoy being part of our community; learn lots of useful stuff and have fun. We like the group to be laid back and friendly however, to ensure the group is positive there are a few rules:

1. Please respect the community. Please respect Siam, and other members of the group.
2. Please do not post anything that is unlawful, fraudulent, abusive, derogatory, libellous, deceptive, or defamatory statements or attacks that will or are likely to harm, harass, upset, embarrass, alarm or annoy any other person, or organisation.
3. Please do not recommend competitors within the group or use the group to advertise other groups.
4. Please do not share the content of the groups, or permit others to access the content.
5. Please do not allow anyone else to have access to the group or provide your log in details to anybody else.
6. Please to do not copy or otherwise use pictures, photographs, text or videos from the group without the permission of The WAP.
7. Please do not send or upload any material that contains viruses, or any other harmful programs or similar code designed to adversely affect the operation of any computer software or hardware.
8. Please note that all posts and comments can be seen by all other members of the group.
9. Please adhere to the Facebook terms which can be found here: <https://en-gb.facebook.com/policies/>.
10. The WAP hereby expressly exclude our liability for any loss or damage arising from the use of the group.

The groups are monitored by Siam and The WAP team, and any posts or comments that are in breach of the above rules may be deleted and if appropriate, reported to Facebook. Posting content that falls into any of the above categories may result in your removal from the group.

Please note, opinions expressed by members of the group are their own, and do not necessarily reflect the view of The WAP.

If You have any concerns about any post or comment in the groups, please contact The WAP Team with details of your concerns and they will investigate and get back to You.

**REVIEWED: MAY 2019**



## **MENTORS**

The main training content will be provided and recorded by Siam, however, additional content may be provided by approved Mentor's within the community. These mentors have been trained by Siam and will be an additional point of contact for members. Members are encouraged to use the mentors.

## **NOTICE OF THE RIGHT TO CANCEL**

From the date of purchase, at any time, You may notify Us in writing that You wish to cancel the Agreement by sending notice by e-mail to [hello@thewap.org](mailto:hello@thewap.org) ("Cancellation Notice"). After the initial 14-day cooling off period You must give a minimum of one month's notice of your intention to cancel your membership. A Cancellation Notice shall be deemed to be served by You on the date an e-mail is sent to The WAP by You (evidenced by the date and time of the email received). Upon receipt of a Cancellation Notice from You, The WAP will cancel your membership, which will take effect one calendar month following receipt of the Cancellation Notice.

## **DATA PROTECTION**

The WAP will comply with the relevant Data Protection laws in storing and processing any personal information You provide to us (for example your name, email address, telephone number, address and mobile number). By entering into this Agreement, You agree that The WAP can (i) process your personal information for the purposes of this Agreement. For further details please see our Privacy Policy.

## **LIABILITY**

1. Nothing in this Agreement excludes or limits liability for (a) fraud; (b) death or personal injury caused by negligence; (c) any other liability which cannot be excluded or limited by applicable law subject to the foregoing;
2. Subject to the above, The WAP's entire liability to You (including without limitation any liability for the acts and omissions of employees, agents or subcontractors) in respect of any breach of obligations arising under or in connection with this Agreement, (whether in contract, tort, negligence, breach of statutory duty, restitution, or otherwise) in respect of all and any loss or damage howsoever caused is limited to 100% of the total amount paid or payable by You to The WAP under this Agreement within the 12 months preceding the date on which the claim first arose;
3. The WAP shall have no liability for any indirect or consequential losses, damages, costs or expenses that You may suffer; and
4. The WAP shall have no liability for any (a) loss (whether actual or anticipated); (b) loss of business; (c) loss of reputation; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of opportunity; or (g) loss of goodwill suffered or claimed to be suffered by You arising from or otherwise in connection with this Agreement, whether or not such losses were reasonably foreseeable or not, or The WAP, its employees, agents or subcontractors were advised of the possibility of You incurring such losses.

## **GENERAL**

1. This Agreement and The WAP participation agreements and release forms (as signed by You from time to time) constitute the whole agreement and understanding between The WAP and You and supersede any prior understanding, communications, representations (except for fraudulent misrepresentations and misrepresentations as to a fundamental matter), undertakings and agreements (whether written, verbal or

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otherwise) between The WAP and You relating to the subject matter of the Agreement. You acknowledge that You have not entered into this Agreement based on representation that is not expressly incorporated into this agreement.

2. The Laws of England and Wales govern this Agreement and You agree to submit to exclusive jurisdiction of the English and Welsh Courts.
3. Should any part of this agreement be determined by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and as such remain in full force and effect.
4. This Agreement may not be varied except with the approval of The WAP.
5. Except to the extent otherwise stated in this Agreement all Terms and Conditions and warranties implied by statute, common law, or otherwise that are excludable are excluded from the Agreement to the fullest extent permitted by law.
6. You and The WAP agree that the Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

### **COMPLAINTS**

The WAP have a fantastic Customer Service team, who are available from 10am – 6pm Monday to Friday to answer any queries you may have. Please contact them via email, and they will do their very best to answer your query. Their aim is to respond to all queries within 48 hours.

The WAP hope that you are very happy with your membership and enjoy being part of our community however, if you are not entirely happy please contact us and let us know by sending an email to [hello@thewap.org](mailto:hello@thewap.org). The team will aim to get back to you within 2 working days.

### **BREACH OF TERMS AND CONDITIONS**

If these terms and conditions are breached by You, The WAP may:

- Bring your membership to an immediate end.
- Remove you from the FB groups.
- Withdraw your access to the Video content.

In the event of breach of these Terms and Conditions, The WAP will not refund any fees already paid.