

Terms and Conditions for Membership Service

These terms and conditions ("Terms") govern your membership with Growth Nation Consultants Ltd ("we," "us," or "the Company") for the provision of our services. Please read these Terms carefully before subscribing to our membership service. By subscribing to our service, you acknowledge and agree to these Terms.

1. Membership Agreement:

- 1.1. **Minimum Term:** The membership agreement has a minimum term of 12 months ("Minimum Term"), starting from the date of subscription. By entering into this Agreement, you acknowledge that your subscription has a recurring payment feature and you accept responsibility for all recurring charges.
- 1.2. **Membership Fee:** The membership fee is £125 per month, excluding VAT. VAT will be added at the prevailing rate.
- 1.3. **Payment:** You agree to pay the membership fee monthly in advance, starting from the date of subscription, for the duration of the Minimum Term.
- 1.4. This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial 12 month Subscription Term and, thereafter, this agreement shall be automatically renewed monthly, unless:
 - 1.4.1. either party notifies the other party of termination, in writing, at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - 1.4.2. otherwise terminated in accordance with the provisions of this agreement;
- 1.5. By subscribing to our services, you acknowledge and accept the obligation to make timely payments for the membership fees as specified in the payment terms outlined below.
- 1.6. We accept payment via the designated payment methods, we use the third-party payment processor Stripe (<https://stripe.com/gb>) to process card payments which may include partners of Stripe. The Supplier does not store or process any card details on its own servers.
- 1.7. Stripe will store the card details used to pay the Subscription Fees and will use those same card details to automatically take payment for any Subscription Fees in respect of each Renewal Period.
- 1.8. **Collection of Failed Payments:** In cases of failed payments, we may employ reasonable efforts to collect the outstanding amount. This may include contacting you to rectify the payment issue, providing alternative payment methods, or engaging a third-party collection agency if deemed necessary. Any costs or fees incurred in the collection process will be your responsibility.
- 1.9. We maintain the right to implement credit control measures, such as imposing late payment fees, interest charges on outstanding amounts, or implementing credit limits if deemed necessary to manage payment delinquencies. Such measures will be in accordance with applicable laws and regulations.

- 1.10. If you believe that a charge has been incorrectly applied to your account, you must notify us promptly. We will review the matter in good faith and make reasonable efforts to resolve any billing disputes in a fair and timely manner.
 - 1.11. We reserve the right to modify or amend the payment terms at our discretion. Notice of any changes will be provided in advance through the designated communication channels. Continued use of our services following such modifications constitutes your acceptance of the updated payment terms.
2. Pricing Tiers and Limitations
- 2.1. The Company offers two pricing tiers for its business support membership: £125 + VAT per month and £49 + VAT per month. The £49 tier provides access to a subset of services and features offered in the £125 tier, as outlined below.
 - 2.2. Members subscribing to the £49 tier acknowledge and agree to the following limitations:
 - 2.2.1. The £49 tier does not include free access to one-on-one calls with experts. Such calls are available at an additional cost, which may vary and are subject to change without notice.
 - 2.2.2. The £49 tier requires a minimum commitment of 12 months, during which the subscription cannot be cancelled. After the initial 12-month term, the subscription will automatically renew on a rolling basis until cancelled by the member in accordance with Section 4.
 - 2.2.3. Guarantees offered by the Company strictly apply to the £125 tier only. No guarantee or warranty of any kind shall be honoured for the £49 tier. d) Access to courses and materials in the £49 tier is limited. Members may be required to pay additional fees to access certain courses or materials beyond the included offerings.
 - 2.3. The Company reserves the right to modify or amend the services, features, and limitations associated with each pricing tier at its sole discretion. Any changes will be communicated to members.
 - 2.4. Existing members wishing to transition from the £125 tier to the £49 tier must provide a minimum of 30 days' notice to the Company. Additionally, members are required to pay their next payment at the current rate of £125 + VAT prior to changing tiers. If existing members have access to any free element of the membership, including, but not limited to: courses, sessions, discounts, bookings, files or any other free/included element, they will be charged for such element at the price advertised at the time of receiving such benefit.
3. Membership Benefits:
- 3.1. Access to Services: As a member, you will have access to the services provided by Growth Nation Consultants Ltd during the Minimum Term.
 - 3.2. Service Availability: We will make reasonable efforts to provide the services promptly and efficiently. However, we cannot guarantee uninterrupted availability due to unforeseen circumstances or factors beyond our control.

4. Membership Cancellation and Termination:

- 4.1. Cancellation during the Minimum Term: You may not cancel your membership during the Minimum Term, except as provided in clause 3.2.
- 4.2. Early Termination: If you wish to terminate your membership before the expiry of the Minimum Term, you must provide written notice to us. In such cases, you will be liable to pay the remaining membership fees for the remainder of the Minimum Term.
- 4.3. You cannot cancel your subscription at any time. You can re-subscribe at any time following your cancellation after the initial 12-month subscription period, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.
- 4.4. Termination by the Company: We reserve the right to terminate your membership at any time if you breach these Terms or engage in misconduct or inappropriate behaviour. In such cases, no refunds or credits will be issued.

5. Refunds:

- 5.1. Please note that we do not offer refunds on any payments made for our membership services. Once payment has been received and processed, it is non-refundable.
- 5.2. We encourage you to carefully evaluate and consider your decision to subscribe to our services before making any payment. If you have any questions or concerns about our services, pricing, or features, we are here to assist you. Our customer support team will be happy to provide additional information and address any queries to help you make an informed decision.
- 5.3. In exceptional circumstances where we determine, at our sole discretion, that a refund may be warranted, any refund granted will be on a case-by-case basis and subject to specific conditions outlined by us. Such instances will be evaluated on their merits and will not establish a precedent or obligation for future refunds.
- 5.4. We recommend reviewing our terms and conditions, including the cancellation policy, before proceeding with your membership. If you require further clarification or have any concerns regarding our refund policy, please reach out to our customer support team for assistance.

6. Guarantees

The following terms and conditions govern the money-back and early cancellation guarantee offered by Growth Nation Consultants Ltd - The Growth Team ("the Company") to members of its services ("the Membership"). By enrolling in the Membership and accepting this guarantee, members agree to abide by these terms.

- 6.1. Eligibility Criteria: Members seeking a refund and the ability to terminate their Membership can only do so after the initial 3 months period (from date of joining to the end of the third month of membership) and must satisfy the following criteria:
 - Completion of an onboarding call with the designated Member Support Manager and gaining full access to all areas of the Membership.
 - Have paid for each month up to and including the date of cancellation

- Fulfilment of a minimum of 2 of the weekly challenges per month for all 3 months
 - Access to the Membership portal at least twice per month for all 3 months
 - Attendance of a minimum of 2 of the weekly inner circle sessions per month for all 3 months
- 6.2. Refund Process: If a member meets all eligibility criteria and asserts that their participation in the Membership has adversely impacted their business, the Company will offer a money-back guarantee for the duration of the initial 3 month period. No member is eligible for the guarantee prior to or after the 3 month period.
- 6.3. No Questions Asked Policy: Members who have satisfied all eligibility criteria but wish to terminate their Membership may do so without any interrogation after the initial 3 month period. No member is eligible for the guarantee prior to or after the 3 month period.
- 6.4. Non-Completion of Criteria: Members who fail to meet the stipulated eligibility criteria are not entitled to terminate their Membership or receive a refund. It is the responsibility of the member to ensure compliance with all requirements.
- 6.5. Discretionary Authority: The Company reserves the right to exercise discretion in exceptional circumstances regarding the application of the money-back guarantee. Such determinations will be made on an individual basis and shall be final.
7. Trials and Offers
- 7.1. Trial Periods: Our membership service does not include trial periods.
- 7.2. From time to time, we may initiate promotional offers or provide limited-time free periods as a means to introduce prospective members to our services. These promotional opportunities are subject to availability and are governed by specific terms and conditions.
- 7.3. Any offers or free periods will be communicated through official channels, such as our website, email newsletters, or other marketing materials. The availability and terms of these offers will be clearly stated, including the duration of the free period and any associated requirements or limitations. It is essential to carefully review and comprehend the terms and conditions of any offer before participating.
- 7.4. Should you choose to take advantage of a free period offer, please be aware that it is intended as an introductory promotion. At the conclusion of the free period, your membership will automatically convert to a paid membership. The regular membership fee will be applicable thereafter.
- 7.5. We retain the right to modify or discontinue any trial periods, free periods, or promotional offers at our discretion, without prior notice. We may also impose additional terms, conditions, or limitations on these offers as deemed necessary. Any adjustments or changes to offers will be communicated through official channels.
8. Member's Responsibility to Accept Invites to Private Access Areas and Membership Benefits:

- 8.1. As a member, you bear the responsibility to accept invitations to private access areas or exclusive events associated with your membership. These invitations may encompass access to restricted content, participation in member-only activities, or attendance at special gatherings.
 - 8.2. Membership benefits encompass a spectrum of exclusive features, services, or advantages that are reserved solely for members. It is incumbent upon you to familiarise yourself with and fully avail yourself of the benefits extended to you. This may entail accessing resources, utilising discounts or special offers, participating in educational programs, or engaging with community forums or networking opportunities.
 - 8.3. Invitations and notifications regarding membership benefits shall be communicated through designated channels of communication, such as Slack, member portals, Facebook or other official platforms. Regularly monitoring these channels is imperative to remain informed about upcoming events, offers, or access to private areas. Failure to monitor these channels may result in missed opportunities or restricted access to exclusive benefits.
 - 8.4. Invitations and membership benefits are generally non-transferable and intended solely for the designated member. Sharing or transferring invitations, access codes, or benefits to non-members or unauthorised individuals is strictly prohibited and may result in the immediate termination of membership privileges with potential additional charges at our discretion.
 - 8.5. By accepting an invitation or accessing membership benefits, you unequivocally agree to comply with any applicable rules, guidelines, or terms and conditions associated with the specific event or benefit.
 - 8.6. We reserve the right to revoke access to private areas or membership benefits if you fail to fulfil your obligations as delineated in these Terms and Conditions or engage in behaviour inconsistent with the values of our community. Such revocation may be temporary or permanent, at our sole discretion.
9. Intellectual Property Rights:
- 9.1. All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to our course materials, resources, website content, and other materials (collectively referred to as "Content"), are and shall remain the exclusive property of Growth Nation Consultants Ltd. The Content provided to you is protected by applicable intellectual property laws.
 - 9.2. Subject to your compliance with these terms and conditions, we grant you a limited, non-exclusive, non-transferable licence to access and use the Content solely for personal, non-commercial purposes. This licence does not grant you any right to modify, reproduce, distribute, display, transmit, sell, or create derivative works from the Content unless explicitly authorised in writing by Growth Nation Consultants Ltd.
 - 9.3. You agree not to use the Content in any manner that infringes upon or violates our intellectual property rights or the intellectual property rights of others. Unauthorised use, reproduction, or distribution of the Content, whether in whole or in part, is strictly prohibited and may result in legal consequences.

- 9.4. Any content, feedback, or contributions provided by you in connection with the membership, such as social media posts, comments, or assignments ("User-Generated Content"), remains your intellectual property. However, by submitting User-Generated Content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide licence to use, display, reproduce, distribute, modify, and adapt the User-Generated Content for the purpose of delivering and improving our membership.
 - 9.5. We respect the intellectual property rights of others, and we expect you to do the same. If you believe that any Content infringes upon your intellectual property rights or the rights of others, please promptly notify us with the necessary details, and we will investigate the matter accordingly.
 - 9.6. The Content provided to you may contain confidential and proprietary information. You agree to maintain the confidentiality of such information and not disclose it to third parties without our prior written consent. This obligation of confidentiality shall survive the termination of your participation in the membership.
 - 9.7. While we make reasonable efforts to ensure the accuracy and completeness of the Content, we do not warrant or represent that the Content is error-free, reliable, or suitable for any particular purpose. You acknowledge that any reliance on the Content is at your own risk, and we shall not be held liable for any loss or damage arising from such reliance.
 - 9.8. In the event of a violation of these intellectual property rights provisions or any other terms and conditions, we reserve the right to terminate your access to the Content and may pursue legal remedies available to us.
10. **Amendments and Modifications:**
We reserve the right to amend or modify these Terms at any time. We will provide notice of any changes to the Terms via email or by posting an updated version on our website. Your continued membership after such changes constitutes your acceptance of the modified Terms.
11. **Liability:**
- 11.1. **Limitation of Liability:** We will not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising from your membership or use of our services.
 - 11.2. **Indemnification:** You agree to indemnify and hold us harmless from any claims, liabilities, damages, losses, or expenses arising out of your breach of these Terms or any misuse of our services.
12. **Confidentiality:**
- 12.1. You agree to keep confidential any proprietary or confidential information provided by us during your membership. This includes, but is not limited to, information about our services, business operations, and pricing.
 - 12.2. Growth Nation reserves the right to monitor and remove any persons acting outside of the group rules within the group. This decision will be made at our absolute discretion and will not be entered into further discussion.

13. **Governing Law and Jurisdiction:**

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

14. **Waiver:**

- 14.1. By participating in our membership or accessing our services, you acknowledge and agree that you have read, understood, and agreed to abide by the terms and conditions outlined above regarding intellectual property rights, payment, refunds, and other provisions.
- 14.2. You further acknowledge and agree that the waiver of any right or provision stated in these terms and conditions by Growth Nation Consultants Ltd does not constitute a waiver of any subsequent right or provision. Any failure by Growth Nation Consultants Ltd to enforce strict adherence to these terms and conditions shall not be deemed as a waiver of our rights to enforce such provisions in the future.
- 14.3. In the event that Growth Nation Consultants Ltd grants a waiver for any specific provision, it shall be considered a limited waiver applicable only to the specific circumstances for which the waiver is granted. Any such waiver shall not affect the validity or enforceability of the remaining provisions of these terms and conditions.
- 14.4. You understand and agree that Growth Nation Consultants Ltd reserves the right to modify, amend, or update these terms and conditions at its discretion. Such modifications shall be effective immediately upon posting on our website or other designated communication channels. It is your responsibility to regularly review the terms and conditions and remain aware of any updates or changes.
- 14.5. By continuing to access our services or maintain your membership after any modifications to the terms and conditions, you indicate your acceptance of the modified terms and conditions.
- 14.6. If you have any questions or concerns about these terms and conditions or wish to seek a waiver for any specific provision, please contact our customer support team for further assistance.
- 14.7. By proceeding with the membership or using our services, you confirm that you have voluntarily waived any right to claim ignorance, misunderstanding, or non-acceptance of these terms and conditions.

By subscribing to our membership service, you confirm that you have read, understood, and agree to abide by these Terms and Conditions. If you have any questions or concerns, please contact us at support@growthnation.co.uk