

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

For the purposes of these Terms and Conditions, the following Definitions apply:

“**OKP**”, “**we**”, “**our**”, “**us**” and “**the Business**” refers to Orla Kelly Publishing Limited trading as Businessbookpublishing.com with a registered place of business at 27, Cork Road, Midleton, Co. Cork.

“**You**” and “**Member**” means the person receiving the services from us.

“**Course Materials**” means the materials provided by us to you which are required for you to complete the Course.

“**Services**” means (i) the provision of the Course Materials for 12 modules which will be released via our website; and (ii) the provision of telephone calls and training twice per month for 6 months and other support; and (iii) ongoing access to the Course Materials thereafter.

“**Enrol**” means the process of enrolling for the course and the term Enrolment shall be construed accordingly.

“**Course Fees**” means the fee payable for the provision of the Services on completion of enrolment.

“**Contract**” means the contract for the supply of Services to you, the Author by OKP which is governed by the Terms and Conditions as set out hereunder.

“**Privacy Policy**” means the Company’s privacy policy as posted on the Company’s website.

IT IS AGREED as follows:

2. GENERAL TERMS

- a) These conditions apply to your use of the Services. Any breach by you of these Terms & Conditions shall entitle us to terminate or suspend your right to use the Services.
- b) We reserve the right to change or alter these Terms & Conditions with or without notice to you at any time and such changes will, unless otherwise stated, take immediate effect.
- c) The headings in these Terms & Conditions are for convenience only and shall not affect their interpretation.
- d) Where the context dictates in these Terms & Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.
- e) Any reference to a Clause shall mean a clause of these Terms & Conditions.

- f) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by OKP shall be subject to correction without any liability of the business.

3. DATA PROTECTION AND PRIVACY POLICY

We have a detailed Data Protection and Privacy Policy. Members are advised to read it carefully. [Click here to read it](#). By accepting these terms and conditions you are also accepting and agreeing to the terms of our Data Protection and Privacy Policy.

4. APPLICABILITY OF CONDITIONS

These conditions shall prevail over any inconsistent terms and conditions contained in or referred to in any correspondence from the Member which is accepted by the Business or elsewhere and all or any such conditions or stipulations contrary to these Conditions are hereby excluded and extinguished. No variation of these Conditions shall be binding unless accepted by the Business in writing.

5. PAYMENT FOR THE COURSE

- a) The Member shall pay to OKP a one-off non-refundable payment for the course of €3,000 or 3 instalment payments of €1,200 to be paid at the initial purchase date and on the same date for each of the following two months. The third instalment payment must be paid in full before the final modules in the course are accessed and before any additional group training/Q&A accessed.
- b) Each amount stated to be payable by the Member to OKP under this Agreement shall be (a) paid by online payment processor via the Website or course provider website; (b) subject to any applicable tax being applied depending on the country requirements in the Member’s country of domicile and (c) shall be paid without set-off or counterclaim, and free and clear of and without deduction or withholding for or on account of any taxes.

6. PROVISION OF SERVICES

- a) Once you have enrolled, you will receive an email detailing the arrangements for your course with regard to the course materials, the release of same and the schedule for training calls.
- b) The Member agrees to ensure that they have the necessary technical requirements in order to complete the course.
- c) The Member has a Right of cancellation within 7 days.



- d) If you cancel a course, within 7 days of commencement of the course, we will re-credit your course fees, within 28 days of receiving your notice of cancellation. The course fees are non-refundable once you commence a course (i.e. you have logged in to the course page). There is an administration fee of €100.00 which will not be refunded in the event of a cancellation.
- e) Members who withdraw from the course and have not completed all payments for their course remain liable to pay the full course fees.
- f) Instalment fees will be collected on the agreed dates in the instalment plan. If we are unable to collect instalment payments, Members access to the course and training will be suspended, unless satisfactory payment arrangements are made.
- g) We will use reasonable skill and care in the performance of the services. We will provide the services in accordance with the course description which is set out on our website or website where course material is stored or which was made available to you in our prospectus or other promotional materials. We reserve the right to update or amend our course materials as deemed necessary by us depending on best practice changes and in order to provide quality content and course materials.
- h) The Member accepts and acknowledges that this is a self-taught, guided, instruction course on how to publish a book which requires input and work on the part of the Member. The Member accepts it is not a “done for you” service. The course is offered on the basis that the Member will follow the course instructions and guidelines and will complete the tasks assigned. We will provide some additional resource links should Members want to outsource particular aspects of the required tasks.
- i) All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

7. YOUR USE OF THE COURSE MATERIALS

In consideration of receipt by us of the course fee, we grant to you a non-exclusive, non-transferable licence for you to use the Course Materials for the sole purpose of the Member’s personal use.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of our copyright or our other intellectual property rights. Members are not permitted to record the training calls. The Question and Answer sessions will remain as part of the

course materials which the Member can continue to access after the course has completed.

8. INTELLECTUAL PROPERTY

- a) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, course materials and computer code (collectively, “content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content, contained on the website is owned, controlled or licensed by or to OKP.
- b) Except as expressly provided in these Terms, no part of the Site and no content to include Course Materials may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication, distribution or for any commercial enterprise, without OKP’s express prior written consent.
- c) You may use information on our website (such as course information) purposely made available by us, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.
- d) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittance you send to us on or through our website or any service offered on or through our website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- e) You may not use our website or any content to include the course materials for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity, which infringes the rights of OKP or others.

9. LIMITATION OF LIABILITY

- a) OKP does not purport to limit or exclude any liability which may not be excluded or limited by applicable law.
- b) OKP does not accept and hereby excludes any liability for breach of duty other than any such liability arising pursuant to these Terms.



- (c) OKP will be relieved of all liability in respect of obligations owed to the Member which we cannot fulfil for reasons beyond our control. For the avoidance of doubt such reasons include but are not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, public health pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, failure of or interruptions in telecommunications or data transmission systems, or the inability to obtain materials, labour, equipment or transportation.
- (d) OKP hereby expressly excludes and shall have no liability for any indirect or consequential loss and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- (e) To the fullest extent permitted by law, the total liability of OKP under or in any way connected with these Terms and whether in contract, tort (including negligence) or otherwise, including (without limitation), liability expressly provided for under these Terms or arising by reason of the invalidity or enforceability of any of these Terms, shall in no circumstances exceed a sum equal to the aggregate sums paid by the Member to OKP.
- (f) OKP shall not bear any liability for any lack of success experienced by the Member relating to the Services particularly if the Member does not implement some or all of the recommendations/training and/or advices provided by us.
- (g) These terms are in lieu of all other conditions, warranties or other terms concerning the appointment of OKP and the performance by OKP of its obligations hereunder which might but for this sub-clause have effect between the Member and OKP or would otherwise be implied into or incorporated into these Terms or any collateral contract, whether by statute, common law or otherwise all of which are hereby excluded.

10. **INDEMNITY**

Except to the extent caused by the gross negligence or wilful misconduct of OKP, the Member hereby indemnifies and agrees to indemnify OKP and its officers, directors, shareholders, employees and agents on demand from and against any and all third-party claims, actions, proceedings, damages and expenses (including reasonable legal fees and costs) arising out of or in any way connected with (a) the Services or your use of our Website; or (b) any breach by you of these Terms. We shall provide notice to you promptly of any such claim, suit or proceeding and shall assist you, at your expense, in defending any such suit or proceeding where applicable.

11. **GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and

construed in accordance with the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland as regards any dispute or proceedings arising out of or in connection with this Agreement.

12. **NOTICES**

Any notice or other communication required or permitted under the terms of this Agreement shall (unless otherwise provided) regardless of whether the applicable subsection of this Agreement contemplates email delivery of such notice or communication, may be done via email. As an alternative to email, any notice shall be in writing and shall be delivered in person or sent by registered post, properly posted and fully prepaid in an envelope properly addressed to the respective parties at their address as set out above or to such other address as may from time to time be designated by notice hereunder. Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered if delivered in person or 48 hours after posting if sent by registered post in the manner hereinbefore provided.

a) **SEVERABILITY**

In the event that any clause of these Terms and Conditions shall be determined by a court to be invalid, unlawful or unenforceable to any extent, such clause shall to that extent be severed from the remaining provisions which will continue to be valid to the fullest extent permitted by law.