

*Tibby Olivier*

Brand Guidelines  
& User Agreement

## TIBBY OLIVIER USER AGREEMENT AND BRAND GUIDELINES

Shrinking Violet it's a Wrap™ Beach Bum, Contour D'Or™ Tibby Olivier™, Faith Lift™ are registered trademarks of Tibby Olivier.

This agreement sets out the principal terms and conditions that you will have to adhere to. This agreement shall be binding on you and Tibby Olivier ("we" "us" "our"). By using any of the Tibby Olivier products, materials, images, logo and/or services you agree to be bound by these terms and conditions.

Tibby Olivier is registered in England and Wales with company registration number 05906071 who's registered office and headquarters are at PEELOLOGY LIMITED 35 Stamford New Road Altrincham Cheshire WA14 1EB

Once you have signed this User Agreement, you (and your qualified staff) are officially part of the Tibby Olivier team and we would like to welcome you.

You should take the time to read through this agreement thoroughly. You will find everything you need to know about the Tibby Olivier brand guidelines, terms and conditions, brand imagery, materials and logo use.

It is important that we have a clear and consistent visual message that highlights our quality standards and values so that our customers recognise who we are and what we do.

Everything we do reinforces our brand identity, including; our literature, our products, and marketing material.

Because you are legally bound by the terms of this agreement; it is very important that you adhere to it.

### Definitions

The following definitions apply throughout this agreement:

#### Account Holder

This person has the authority and power to enter the Business Customer into legally binding agreements and is the named person on the Tibby Olivier Professional Membership Account that is registered with us.

#### Authorised Person

Any person authorised (in writing) by the Account Holder to make authorised transactions under the Account Holder's Tibby Olivier Professional Membership Account. We reserve the right to refuse to authorise a transaction at any time for any reason.

#### Business Customer

Refers to sole traders, limited companies, partnerships, self-employed individuals that purchase Tibby Olivier training courses and/or products. It also includes all of those that train on our courses with the intention of becoming a Business Customer immediately upon qualification.

#### Tibby Olivier Images

Please email [sales@tibbyolivierpro](mailto:sales@tibbyolivierpro) for images allowed for use

#### Tibby Olivier Professional Membership Account

Your account with Tibby Olivier Professional that enables you to purchase products and/or promotional and marketing material.

#### Tibby Olivier Therapist

An individual that is fully trained and certified to carry out the Tibby Olivier treatment.

#### Tibby Olivier Training Course

Refers to the treatment training courses taught by Tibby Olivier or any of its authorised Distributors.

#### The rules that apply if you want to train with us

1. We provide training services to Business Customers only and all transactions are deemed business to business.
  
2. Where the Business Customer finances its staff to train on our course
  - 2.1 A person who has the authority to enter the business into contracts (i.e. a Director, business owner, Partner or person with a similar level of authority) must register as the Account Holder
  
  - 2.2 It is the Business Customers' responsibility to recoup the cost of training from any individual that they have funded to attend the Tibby Olivier Training Course if they subsequently end the engagement with the Business Customer. We will not accept any liability for any loss of profit or income under any circumstances.
  
  - 2.3 The parties to this agreement are the Business Customer and Tibby Olivier, not any individual member of staff:
    - 2.3.1 For the purpose of this clause 2.3, the Business Customer has agreed to ensure that its employees, agents, consultants, contractors and other associated person who has any form of dealings with the Tibby Olivier treatment during their engagement with the Business Customer do not breach any of the terms of this agreement, and the Business Customer agrees to indemnify us for any breach of contract by any of the individuals listed in this clause.
  
    - 2.3.2 Once a member of a Business Customers' staff completes the Tibby Olivier Training Course, we shall issue pass certificates to the individual member of staff or the Business Customer if responsible for the insurance for the treatments. This means that the person who holds the insurance for the member of staff will own the certificates until or if that position changes.
  
  - 2.4 We will open a Tibby Olivier Professional account for Business Customers when the Account Holder or an Authorised Person places their first order. For further details about the Tibby Olivier Professional Membership Account see heading 'Your Tibby Olivier Professional Membership Account' below.
  
3. Where the Business Customer finances itself to train on our course:
  - 3.1 The Business Customer must be registered (or intend to register upon qualification) with HMRC as 'self-employed' and be able to finance its own training.
  
  - 3.2 It is the Business Customers' responsibility to use the skills learnt on the Tibby Olivier Training Course to recoup the cost of training through the sales it makes as we will not accept any liability for any loss of profit or income under any circumstances.

#### Your Tibby Olivier Professional Membership Account

4. Business Customers' that have paid for its training in full will register on completion of training at [www.tibbyolivier.com](http://www.tibbyolivier.com). The Account Holder and its Authorised Persons will be able to purchase any Tibby Olivier products in which they have trained and use Tibby Olivier materials.

5. Only Authorised Persons named by the Account Holder are eligible to place orders with us. Individual members of staff who work for a Business Customer will not qualify for an account but may be able to place orders on behalf of the Account Holder as long as we receive written, signed consent from the Account Holder prior to placing an order.

6. If an individual member of a Business Customer's staff train and qualify as a Tibby Olivier Therapist and then subsequently ends its engagement with a Business Customer, that individual will be eligible to set up an account of their own with us, provided they have paid the fee to issue them with their own certificate. We do not get involved in any disputes between our Business Customers and their staff.

7. We reserve the right to suspend, deactivate or cancel your Tibby Olivier Professional Membership Account (including all of the benefits that come with it) at any time for any breach of this User Agreement

#### Refunds and Cancellations of training places

If you have booked and paid for a Tibby Olivier Training Course over the telephone or internet, you have 14 days from the receipt of your confirmation to cancel and receive a full refund for any reason. We do not offer refunds once you have paid for and reserved a place(s) on our course after the 14 day cooling off period, under any circumstances. We will always endeavour to re book you onto another course date, this is subject to availability and cannot be guaranteed.

#### Paying for Tibby Olivier Training and Buying products

8. All payments for courses and products must be paid in full at the time of placing an order, no credit periods have been agreed. All products and course related materials are dispatched after we have received full payment for the goods. You can also call our order line on 0800 567 7235. Alternatively, you can also purchase products directly from any of our authorised Distributors, you can find details of our Distributors on our website.

9. Only Business Customers that have an active Tibby Olivier Professional Membership Account are eligible to purchase our professional products.

10. All Tibby Olivier Therapists must use Tibby Olivier products to carry out any Tibby Olivier treatment. This is to ensure that you are in line with our brand image and to ensure that you comply with the terms of your insurance policy (if bought through our recommended insurance provider).

11. We reserve the right to refuse to authorise a sale to anyone, at any time for any reason.

#### Tibby Olivier Images

12. Tibby Olivier Images are downloads of the Tibby Olivier marketing campaign, before and after images and the Tibby Olivier Logos in the forms that are acceptable for use.

13. The account holder is able to download images from Tibby Olivier for the sole purpose of marketing their own Tibby Olivier services in the following manner; advertising, selling, promotion and marketing Tibby Olivier Services. Any other use is strictly prohibited.

14. The right to use the Tibby Olivier Logos is strictly licensed to the Account Holder and cannot be transferred in any way to a third party.

15. The Account Holder expressly agrees to use the images from Tibby Olivier only in compliance with the present terms and conditions and any further terms and conditions that we may stipulate from time to time

16. In accordance with these brand guidelines only the account holder is permitted to use the images provided through the Tibby Olivier and only in the form that they are provided in. Any alteration or addition to the images or banners, their content, colouring, logo is strictly prohibited.

17. All intellectual property rights for images from Tibby Olivier are reserved and shall remain the property of Tibby Olivier

#### Issuing certificates

18. We have the sole responsibility for issuing certificates via our Trainers upon completion of the Tibby Olivier Treatment Course.

19. Once a member of a Business Customers staff completes the Tibby Olivier Training Course, we shall issue pass certificates to the Business Customer and not to an individual member of staff.

20. Tibby Olivier does not offer exclusivity to Business Customers and we reserve the right to refuse to supply products and/or services to any business, company or area that we choose.

#### Business Customer Obligations

Business Customers' agree to:

(a) Adhere to the terms of this agreement and immediately notify us in the event that the Account Holder, any Authorised Persons or a member of your staff breach any of the terms of this agreement;

(b) Correct any breaches of this agreement as soon as you become aware of it;

(c) Not train any other individuals;

(d) Inform us if you or any members of your staff become aware of any actions intellectual property or brand guideline infringements by a third party.

#### Our Obligations to our Business Customers

We agree to:

(a) Provide training services with reasonable care and skill;

(b) Ensure that products are in good condition, as described and are fit for their purpose;

(c) Promise to listen to your concerns, queries and comments and address them without unreasonable delay;

(d) Provide you with a good standard of customer service;

(e) Continually improve the Tibby Olivier brand and endeavour to introduce additional products to extend the range and offer our clients a wider business opportunity within their salons.

(f) Endeavour to market these products and services to the end user to the best of our ability with PR and advertising campaigns.

#### Intellectual Property Rights, Licensing and Exclusivity

21. We do not offer exclusivity to Business Customers and we reserve the right to refuse to supply products and/or services to any business company or area that we choose.

22. All intellectual property rights (including copyright) in any items supplied by Tibby Olivier remain the property of Tibby Olivier. Intellectual property rights includes any patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

#### Marketing and Advertising

23. It is the account holder's responsibility to provide the design company with all the correct information and liaise with them regarding your requirements.

24. We will provide Account Holders with access to images as part of their initial training package and once training has been successfully completed. A range of marketing literature is available to purchase through the company again once training is completed.

## Indemnity

Business Customers agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Tibby Olivier arising out of, or in connection with:

- (a) Any breach of the terms of this agreement;
- (b) Breach or negligent performance or non-performance of this agreement; and
- (c) The enforcement of this agreement.

## Limitation of Liability

25. Nothing in this agreement shall limit or exclude our liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) Any matter in respect of which it would be unlawful for Tibby Olivier to exclude or restrict liability.

26. Subject to clause 25 above;

26.1 we shall under no circumstances whatsoever be liable to the Business Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement; and

26.2 our total liability to the Business Customer in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the cost of the Tibby Olivier Training Course and any products brought.

## Termination

27. The Account Holder can terminate this agreement at any time by sending a signed written statement of its intention to terminate to our postal address.

28. When we receive your notice we will write back to you at the address given in your notice confirming the effective date of termination.

29. On termination, the Account Holders access to its Tibby Olivier Membership Account will be suspended and the account will be closed.

30. All benefits that are associated with an active account will be terminated.

31. All materials, images, documentation that are owned or associated with us must be returned to our postal address no later than 7 days after the date of termination or destroyed.

32. The Account Holder will no longer be permitted to use any of our 'professional products,' after the date of termination. The Account Holder must either destroy the products or return them to our postal address below, no later than 7 days after the date of termination.

33. The Account Holder will be required to sign a written statement confirming that they have complied with the request under this heading 'Termination'.

## Miscellaneous

34. A reference to 'written' or 'in writing' includes email correspondence, subject to following conditions; any email correspondence is only deemed to be received by us if you have received an email acknowledgement from a member of our admin or

customer services team, confirming receipt of your email. You must retain all acknowledgement emails for your future reference. It is your responsibility to ensure that you have received our email acknowledgement email; you must contact us if you are not sure.

35. All notices must be sent via email to sales@tibbyolivierpro.com or by post to Tibby Olivier, 5 Croft Barn, Backridge Farm Business Centre, Twitter Lane, Bashall Eaves, Nr Clitheroe, Lancs BB7 3LQ

36. This agreement constitutes the entire agreement between the parties and overrides all previous drafts, agreements, arrangements and understandings between them, whether written or oral.

37. No one other than a party to this agreement shall have any right to enforce any of its terms.

38. We comply with the provisions of the Data Protection Act 1998 and therefore agree to keep your details confidential. We will NEVER pass on your personal and business details (i.e. name and contact details) to third parties.

39. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

40. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

41. The Account Holder will be required to sign a written statement confirming that they have complied with the request under this heading 'Termination'.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Business Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_