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# TERMS AND CONDITIONS OF MEMBERSHIP

## 1. Preliminaries

1. The sites, businesses and concepts Pure Spirit Creations, Pure Spirit Therapies and P.S. Creations Consultancy are owned and operated by Lola Opeyokun of Pure Spirit Therapies/Creations.
2. Lola Opeyokun is registered as a Sole Trader with the Her Majesty's Revenue and Custom, Unique Tax Reference 21717 86338.
3. Once you submit your Membership form and complete your payment you will be deemed to have agreed to the Membership terms.
4. If you do not want to agree to these Membership terms, you should navigate away from this page.
5. If you agree to be bound by the Membership terms on behalf of a third party (which may include your employer or other entity) named in the application details you provide before submission, you represent and warrant that you have full legal authority to bind that third party to the Membership terms. If you do not have the authority to do so, then you must not agree to be bound by the Membership terms or use the sites on behalf of such third party.

## 2. Definitions

In these Membership Terms:

1. **Pure Spirit** means Ms Lola Opeyokun.
2. Pure Spirit Creations, Pure Spirit Therapies and P.S. Creations Consultancy are the trading names of Ms Lola Opeyokun.
3. **Enterprises means** Pure Spirit Creations, Pure Spirit Therapies and P.S. Creations Consultancy.
4. **Pure Spirit Creations Presentation/Booklet January 2013/Membership Pages** refers to sales and advertising material/tools or publication that potential Members view or are sent prior to completing Membership.
5. **Member** means a person who meets the requirements for Membership, is registered as a Member by completing and submitting the Membership application, accepts these Membership terms and completes payment.
6. **Archetype Member** means a person who is a Member of the Inner Core, Outer Circle.
7. **Archetype Supporter** means a person who is part of the Outer Dimension 2 and has not paid a Membership fee.
8. **Member Account** has the meaning as to the information held on our paper and computerised systems.
9. **Payment Agent** means any payment agent approved by Pure Spirit Creations from time to time including, but not limited to, PayPal.
10. **Products/Services** mean products available for sale on our Site, Third Party Sites, where we have agreed to sell or promote services, Social Media Platforms, Directories and/or from our Premises including, but not limited to, those illustrated in Pure Spirit Presentation/Booklet January 2013.
11. **Trading** means occupying premises to accommodate the Enterprises financial objectives, forecasts or projections and offering services and products to facilitate the same.
12. **Significant** means approximately 50 % or £52,000.
13. **Start-up** refers to the requirements for trading, including, but not limited to, capital costs, equipment, salaries and sales and marketing costs.

14. In these Membership terms, a reference to "our" "we" or "us" means Pure Spirit Creations, Pure Spirit Therapies and P.S. Creations Consultancy and a reference to "you" or "your" means a Member.

### 3. Membership

1. This Membership is aimed at mature adults, over the age of 30. You may become a Member if you are 18 years or over and have an address or reside in London, England. PSC is a London based Enterprise and therefore, product and service availability may be limited or extended based geographical location.
2. You may **NOT** become a Member if you are a wilful adversary, intentionally and deliberately operating against the interests of Pure Spirit Creations with the intent to interfere or cause harm to any of the Enterprises, Staff or our Members.
3. You do not have an automatic entitlement to Membership and Pure Spirit Creations may, at its sole discretion, elect to:
  - a. refuse your application to become a Member; or
  - b. Once Membership is granted, suspend, terminate or restrict your Membership at any time, providing that section 3.4 is applied.
4. Pure Spirit Creations will notify you of reasons for its decision to reject your application or suspend, terminate or restrict your Membership at any time. There are no foreseeable circumstances that we can think of that we would need to do this, based on the profile of our target market. However, this clause is a legal safeguard against unforeseen or unknown types of activity.
5. Your Membership is non-transferable, unless otherwise agreed or in conjunction with a promotion by PSC.
6. Once the Membership Log In area is active, you will be able to access all areas of the sites that are linked to your Membership, with the use of a username and password which you set at the time that you become a Member or later.
7. You are responsible for each and every access or use of the sites that occurs in conjunction with use of your username and password if facilitated by us.
8. Use of your username and password is conclusive evidence that you have accessed the Membership sections of the sites.
9. You must use all reasonable efforts to keep your username and password confidential if this option is facilitated by us.
10. You must not allow any third party to access the sites using your username and password and make use of the sites on your behalf.
11. You must notify Pure Spirit Creations in writing as soon as you become aware of any unauthorised use of your Member Account, username or password.
12. You acknowledge and agree that you are liable for, and will indemnify Pure Spirit Creations, its related bodies corporate, affiliates, officers, directors, agents and employees against, any and all claims made by a third party arising out of your access to, and use of, the Sites, Products or Services as a Member.

### 4. Member Information

1. In the course of your application for Membership and your use of the Sites, Products or Services you may be asked to provide certain personal information to us (**Member Information**). You promise that the Member Information you provide is true, accurate and complete. If you are referred by an organisation or person, you undertake to provide us with their details on your application and confirmation of these at any other time.
2. Pure Spirit's information collection and use policies with respect to the privacy of such Member Information are set out in the Site's Terms and Conditions.
3. Any Member information that you disclose may be used by Pure Spirit, its agents and contractors in relation to the provision of services accessible on the Sites, including marketing activities in relation to the Sites, Product or Services.

### 5. Benefits Conferred Through Membership

1. The Membership is offered by purespiritcreations.co.uk (Pure Spirit Creations is the trading name of Lola Opeyokun) and is based as per the illustrations in the Pure Spirit Creations Presentation/Booklet January 2013/ Membership Features Page/s and other publicised information.
2. The Membership is for 12 months from the day that Pure Spirit Creations raises a "Significant" part of the publicised overall "Start-up" costs for the combined "Enterprises". This figure may be revised without notice, at any time. If Pure Spirit Creations does not begin trading within 12 months, but intends proceed, your Membership fee will be capped to £25.00 in second year and/or no fee will be charged in the second year. Prior to trading, you are still deemed a Member.

3. Your Membership Archetype may entitle you to receive a Membership Card and FREE Promotional Gift. PSC aims to issue this within 21 days to 2 months of your application. PSC will notify you of dispatch using the communications mechanisms set out in Section 5.20.
4. Shares options are guaranteed to be offered to Members of Archetype Outer Circle 40,000 who have held their Membership continuously and for 3 consecutive years from the commencement of trading.
5. We reserve the right to include the months/years prior to trading as part of three years.
6. If you are post 6 months of your Membership and Pure Spirit Creations and begins trading, we reserve the right to reset your Membership start date once, so that there is some unity with the start date of other members. This means that you will begin the three years of consecutive Membership requirement that entitles you to share options sooner.
7. This Membership is in association with 2 x 2, The Hot 4,000, The Cool 400, Selects & Plus 1's, Nucleus, Inner Core, Outer Circle, Archetype Multiplied and other titles promoted alongside Membership Archetype.
8. By selecting a Key Group/Network and joining Membership Archetype, you agree that you understand the principles, philosophy and basis – Originality, Trust, Intellectual/Capital and Strength amongst other publicised information.
9. Membership includes but is not limited to :
  - a. Business Monitor, which may include meetings and events specifically, related to Pure Spirit Creations business enterprises, such as products, services, strategies, legalities, ethics etc.
  - b. Involvement in the Food & Beverage, Technology and Health Clubs, plus others that are promoted, which include periodic samples of any products or services and involvement in product research and development, a Membership discount and award, financial or otherwise, if product lines are commercially profitable, even prior to share issues.
  - c. Travel - researched, arranged and facilitated.
  - d. Participation in other Networks born and run by Pure Spirit Creations.
  - e. Entitlement to participate in competitions and claim Prizes, Discounts and Giveaways
  - f. Network specific packages, such as the Mind Your Own Business, for the Entrepreneurs network
  - g. A select number of Events (Free or Discounted for Members only) throughout the year, limited to 1 or 2.
  - h. A guaranteed right to attend WST, subject to venue hire capacity restrictions.
  - i. Exclusive Members discounts on treatments and other services
  - j. Share options when Pure Spirit Creations becomes incorporated by Limited Company or Partnership.
  - k. Regular and exclusive Knowledge, News and Information
10. Share options are only available to Members of Archetype Outer Circle, 40,000 who have held their Membership continuously and/or consecutively for 3 years. Share Options are guaranteed to become available when we become incorporated, but the issue or offer of shares is based on the financial success of the company.
11. We reserve the right to introduce a Membership fee and share options to other Members of Archetype at any time.
12. Other products and services independent or otherwise are subject to their own terms and conditions or in the manner intended or mutually agreed.
13. The full Membership fee is £275.00. Your Membership fee includes a non-refundable administration fee of £6.50.
14. This is an introductory Membership fee and is limited to approximately 40,000 Members.
15. The introductory Membership fee is £25.00 for the first year and all fees in any year are payable in advance, in full. Members of Archetype that purchase Membership at the first year rate are entitled to a 50% discount of the full Membership fee in the second year. Pure Spirit Creations reserves the right to change this fee at any time, so far as it reasonable to do so.
16. Pure Spirit Creations reserves the right to increase Membership Capacity and extend Archetype in a similar manner to other countries.
17. Pure Spirit Creations reserves the right to remove, alter, change, enhance Membership and benefits with 14 days' notice.
18. Your first years Membership fee is only refundable under the following provision:
  - a. Pure Spirit Creations is unable to raise a "Significant" part of the "Start-up" costs and is unable to commence "Trading" in the manner communicated or publicised. Your refund will not include the administration fee.

19. The Membership fee is held in account name(s) Pure Spirit Therapies or Pure Spirit Creations Nat West Bank until such time as a "Significant" amount of capital has been raised.
20. If you are a person or part of a group that is wilfully operating against the aims of Pure Spirit Creations or interfering with our business operations utilising means that are a breach of contract, your application may be considered to be fraudulent or a misrepresentation, thus many of these terms and conditions may not apply.
21. Pure Spirit Therapies/Creations reserves the right to update and notify Members using any of the following means verbally; Face to Face or via the Telephone, by Letter, Email, Text, Blogs, and Video, Twitter, Facebook, YouTube, Newsletter or any other form of communication. Pure Spirit Creations, reserves the right to determine the frequency of these updates.
22. You have the right to cancel your Membership at any time, using any recordable communication methods. If you cancel your Membership when Pure Spirit Creations has begun trading, you will be entitled to your Membership fee pro rata, for the full months outstanding on your Membership.

## 6. OUR LIABILITY

1. The Membership is provided without any guarantees, conditions or warranties other than those already stated, and is not intended to offer or infer any assurances to the success of the "Enterprises". To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
  - a. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - b. Any liability for any direct, indirect or consequential loss or damage incurred by any member in connection with the Membership or in connection with the use of any dependant product or services, including, without limitation any liability for:
    - c. loss of income or revenue;
    - d. loss of business;
    - e. loss of profits or contracts;
    - f. loss of anticipated savings or interest;
    - g. loss of data;
    - h. loss of goodwill;
    - i. wasted management or office time; and
    - j. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
3. We reserve the right to alter, change and amend this agreement by giving you 14 days' notice of any major changes.

*Ms Lola Opeyokun, p.s.*

Director (Proprietor)  
Pure Spirit Creations (.co.uk)

### Update History

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Note: If you read these terms and conditions without signing up immediately afterwards, please ensure that you have read the very latest update, if you intend to sign up later, as we are constantly refining the terms and conditions to ensure we offer the best possible Membership and Share offer.