

**UNLIMITED SUCCESS VENTURES LIMITED**  
**PROGRESSIVE PROPERTY VENTURES LLP**  
**PROGRESSIVE PROPERTY NETWORK LIMITED**

**TERMS AND CONDITIONS**

THE TERMS AND CONDITIONS SET OUT BELOW SHALL APPLY TO ANY CONTRACT BETWEEN US FOR THE SUPPLY OF PRODUCTS (WHICH INCLUDES SERVICES) PURCHASED FROM US. PLEASE READ ALL OF THEM CAREFULLY. THEY CONTAIN EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY UNDER ANY SUCH CONTRACT.

**1. PRELIMINARY**

- 1.1. The headings in these terms and conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.3. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.4. Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.
- 1.5. Unless otherwise specifically agreed in writing these terms and conditions shall apply to any Order placed by you.
- 1.6. In these Terms, references to liability are to include any liability whether actual, contingent, present or future.

**2. DEFINITIONS**

- 2.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Agreement:** the agreement between Us in respect of our provision of Products to you.

**Booking:** your Booking for a Seminar;

**Confidential Information:** all information (whether written, visual, oral, electronic or in any other form) which has the necessary quality of confidence and which is disclosed by Us to you save insofar as the same was not in the public domain at the time of receipt by you or has not subsequently entered into the public domain other than by reason of the breach of any obligation of confidence owed by you to us.

**Event Outside Our Control:** is defined in clause 16;

**Excluded Services:** means services, Products or investment opportunities provided direct to you by our mentors or consultants which do not form part of the arrangement between you and Us;

**Products:** shall mean the range of services (for example seminars), digital content and goods provided under our Agreement.

**Terms:** the terms and conditions set out in this document;

**Seminar(s):** the Seminar(s), mentorship(s) and/or course(s) that We are providing to you as set out in the Booking;

**We/Our/Us:** One of the following trading entities ie Unlimited Success Ventures Limited, Progressive Property Limited, Progressive Property Network Limited or Progressive Property Ventures LLP that is named as the contracting party on your invoice each of Unit 10, Office Village, Hampton, Peterborough, PE7 8GX.

- 2.2 **What these terms cover.** These are the terms and conditions on which We supply products to you, whether these are services, digital content or goods.
- 2.3 **Why you should read them.** Please read these terms carefully before you submit your Booking to Us. These terms tell you who We are, how We will provide Products to you, how you and We may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact Us to discuss.
- 2.4 **Conflicts.** If any of these Terms conflict with any term of the Booking, these Terms will take priority.

### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

**Who We are.** We are one of the following trading entities: Unlimited Success Ventures Limited (company registration number: 10020892), Progressive Property Ventures LLP (company registration number: OC361197) or Progressive Property Network Limited (company registration number: 08455842) that is named as the contracting party on your invoice and Our registered office in each case is at Unit 10, Office Village, Hampton, Peterborough, PE7 8GX.

- 3.1 **How to contact Us.** You can contact Us by telephoning Our customer service team at 01733 898550 or by e-mailing Us at [ask@progressiveproperty.co.uk](mailto:ask@progressiveproperty.co.uk) or writing to Unit 10, Office Village, Hampton, Peterborough PE7 8GX.
- 3.2 **How We may contact you.** If We have to contact you We will do so by telephone or by writing to you at the email address or postal address you provided to Us in your Booking.
- 3.3 **"Writing" includes emails.** When We use the words "writing" or "written" in these terms, this includes emails.

#### **4. OUR CONTRACT WITH YOU**

- 4.1 **How We will accept your Booking.** Our acceptance of your Booking will take place when We email you to accept it, at which point a contract will come into existence between you and Us.
- 4.2 **If We cannot accept your Booking.** If We are unable to accept your Booking, We will inform you of this in writing and will not charge you. This might be because of unexpected limits on Our resources which We could not reasonably plan for, because We have identified an error in the price or description of the Seminar or because there are no spaces left.
- 4.3 **Your Booking Reference.** We will assign a Booking reference number to your Booking and tell you what it is when We accept your Booking. It will help Us if you can tell Us the Booking reference whenever you contact Us about your Booking.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your Booking please contact Us. We will let you know if the change is possible. If it is possible We will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **6. OUR RIGHTS TO MAKE CHANGES**

##### **6.1 Minor changes.** We may make changes:

6.1.1 to reflect changes in relevant laws and regulatory requirements;

6.1.2 to the location of any Seminar and/or speaker(s), mentor(s) or content,

at any time without notice. You will not be entitled to a refund as a result, unless you exercise your rights shown in clause 12.

##### **6.2 More significant changes including changes to these terms.** In addition, as We informed you on Our website, We may make the following changes but if We do so We will notify you and you may then contact Us to end the contract and receive a full refund before the changes take effect:

6.2.1 changes in how We accept payment from you; and

6.2.2 changes in relevant laws and regulatory requirements.

##### **6.3 Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that We provided to you before you bought it.

#### **7 PROVIDING SEMINARS**

##### **7.1 When We will provide the Seminar.** We will supply the Seminar to you on the date set out in the Booking unless otherwise varied by Us in accordance with clause 6.

- 7.2 If the contract is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as We accept your Booking.
- 7.3 Filming and Photography.** Seminars may be filmed and recorded without prior notice and unless you inform Us before the Seminar begins, you will be deemed that you have given Us permission for any footage containing you to be used by Us for commercial purposes.
- 7.4 We are not responsible for delays outside of Our control.** We will make every effort to provide the Seminar on the date(s) set out in the Booking. However, there may be delays due to an Event Outside Our Control. See clause 17 for Our responsibilities when an Event Outside Our Control happens. If Our supply of the Services is delayed by an event outside Our control then We will contact you as soon as possible to let you know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact Us to end the contract and receive a refund for any Seminar you have paid for but not received.
- 7.5 What happens if you do not pay?** If you do not pay Us for a Seminar when you are supposed to and you still do not make payment within 7 days of Us reminding you that payment is due, We may withdraw your enrolment on a Seminar with immediate effect. We will contact you to tell you this.
- 7.6 What rights We retain.** You acknowledge that all copyright, design right, trademarks and all other intellectual property rights in all Seminar materials (including but not limited to any drafts, drawings, PowerPoints or illustrations We make in connection with such materials) are owned by Us or Our licensors.
- 7.7 What is not included?**
- 7.7.1 You acknowledge that We do not (nor does any trainer, mentor, consultant, team member, agent or employee who is providing a course, mentoring or other training) provide financial, legal or accounting advice. We are not authorised by the FCA or other body to do so and as such this does not form part of the Seminar or the contract between Us.
- 7.7.2 You further acknowledge that the opinions and comments made by trainers, consultants and mentors (whether employed by Us or not) are their own and do not represent or reflect Our opinions or comments. You acknowledge that any opinions or comments are followed at your own risk. You agree not to hold Us responsible for any such opinions or claims.
- 7.8 What will happen if you do not give required information to Us?** We may need certain information from you so that We can supply the Seminar(s) to you. If so, this will have been stated on Our website. We will contact you to ask for this information. If you do not give Us this information within a reasonable time of Us asking for it, or if you give Us incomplete or incorrect information, We may either end the contract or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for supplying the products late

or not supplying any part of them if this is caused by you not giving Us the information We need within a reasonable time of Us asking for it.

## **8 EXCLUDED SERVICES**

- 8.1** We use self-employed consultants to assist us in providing Seminars. They may offer you Excluded Services with Our consent. If you accept or proceed with any Excluded Services, the contract will be between you and the consultant and not between you and Us.
- 8.2** We do not recommend or endorse any of the Excluded Services or offer any guarantees as to the Excluded Services or any potential financial return arising from them. If you agree to take Excluded Services you are doing so at your own risk.
- 8.3** We suggest that you make your own investigations and enquiries regarding these services before acting upon any advice or investment opportunity provided to you.
- 8.4** Because the Excluded Services are carried out between you and the consultant, we will not be responsible for any costs or losses you or any person connected with you, incur as a result of those Excluded Services.
- 8.5** By placing a Booking you are agreeing to waive forever and release Us and our affiliates and partners from any claims you may have against Us arising out of or in connection with the Excluded Services.

## **9 MONEY BACK GUARANTEES (WHERE APPLICABLE)**

We offer a 'Money Back Guarantee' on selected trainings subject to the seminar being completed in full and certain additional criteria being met. This is in addition to and does not affect your legal rights. If the training which you have signed up for is eligible for this guarantee it will be made explicit prior to when product is sold to you. Should you have a claim under any money back guarantee for any training you must inform the company within 24 months from the date of purchase for your claim to be valid.

If this guarantee was not explicitly offered on the product you purchased prior to your purchase then the guarantee is not offered. The terms of each products' guarantee are subject to specific criteria being met, which is variable from product to product, and the specific criteria pertaining to each product's guarantee is available to you upon request.

The VIP course Guarantee only is subject to the following terms:

- 9.1** If you do not get two bona fide property deals within one year of starting your VIP programme, you will be entitled to be refunded double the price you paid for the programme. Please note that any refund due under excludes any amounts you have paid for books, CDs and DVDs, VIP/Grad, Deal Packaging and social media courses.
- 9.2** attend all 12 VIP sessions and Complete all 12 VIP one to one training sessions;
- 9.3** attend at least 30 property/biz networking/angel meetings in the period for which your VIP membership is active (receipts will need to be provided as proof);

publish at least two posts a week on Progressive Property community Facebook page of questions and challenges;

follow all actions given in '1 to 1 sessions' and where not followed, the reasons why before the next session to reset action;

- 9.4 view a minimum of 10 properties a month (documentary evidence of viewings will need to be supplied from viewing agents);
- 9.5 make a minimum of three offers a month (documentary evidence of offers will need to be supplied);
- 9.6 no requests have been made by You for your VIP programme membership to be placed on hold for longer than 31 days;
- 9.7 no requests for a refund of your VIP programme after 14 working days or requests which have previously been denied.
- 9.8 If you are unable to demonstrate compliance with the criteria above to Our satisfaction, you will not be entitled to receive any refund.
- 9.9 We will pay to you any money due under this clause by the method you used to pay for your Booking.

## **10 LIFETIME SUPPORT PRODUCTS**

- 10.1 Products which benefit from Lifetime support are a small number of training or publishing products which are specifically described as such at the point of sale. For the avoidance of doubt the purchase of any other product does not qualify you for this benefit.
- 10.2 In order to qualify for Lifetime support you must attend all live training, mentoring, masterminds or other face to face sessions included with the product. In the case of any publishing product you must meet and provide all materials by all deadlines set by us in order to qualify. Any missed attendances to such trainings or if you miss any deadlines set by us in the case of the publishing products the result will be that lifetime follow up support will end and the period of support will revert to 12 months from the date of purchase.
- 10.3 The word lifetime relates only to support in the form of ongoing follow up emails and telephone calls to assist with issues and questions that the customer may have and does not include entitlement to any other form of support, service or product.
- 10.4 The Maximum liability (which includes any refund or compensation) which the company will bear in relation to lifetime support products shall be limited to the amount originally paid for the product.

## 11 FAILURE TO ATTEND

If you fail to attend a Seminar but have not varied your Booking you will forfeit any amounts that you have paid for that Seminar. This covers the cost we have incurred in organising your Booking and attendance at the Seminar. You will not receive any credits for a Seminar that has been paid for but for which you do not attend. You acknowledge that this clause does not work harshly on you.

- 11.1 In any event your attendance on a Seminar must take place within 12 months of the date of sale including (but not limited to) instances where you have varied the booking date.

## 12 YOUR RIGHTS TO END THE CONTRACT

- 12.1 **You can always end your contract with Us.** Your rights when you end the contract will depend on what you have booked, whether there is anything wrong, how We are performing and when you decide to end the contract:

12.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get a service re-performed or to get some or all of your money back), see clause 13;

12.1.2 If you want to end the contract because of something We have done or have told you We are going to do; or

12.1.3 **If you have just changed your mind.** If you have purchased a promotional offer or a discounted course via one of our events, whilst we cannot refund your monies, we will endeavour to assist with amending your purchase to a number of alternative options. Any alternatives selected, will be subject to any additional costs being covered by you. For any online or over the telephone purchases, in line with Consumer Contracts Regulations 2013, where an amendment does not work for you, you have a legal right to have a refund in full, subject to any deductions, where the request is made in writing, within 14 days of the purchase date.

- 12.2 **Ending the contract because of something We have done or are going to do.** If you are ending the contract for a valid reason, the contract will end immediately and We will refund you in full for any Seminars which have not been provided and you may also be entitled to compensation. Valid reasons are:

12.2.1 We have told you about an upcoming change under clause 6.2 which you do not agree to;

12.2.2 We have told you about an error in the price or description of the Seminar and you do not wish to proceed;

12.2.3 there is a risk that supply of the Seminar or any Product(s) may be significantly delayed because of events outside Our control; or

12.2.4 you have a legal right to end the contract because of something We have done wrong.

**12.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online or over the telephone you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**12.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

12.4.1 digital products after you have started to download or stream these;

12.4.2 services (including Seminars), once these have been completed, even if the cancellation period is still running;

12.4.3 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

12.4.4 any Products which become mixed inseparably with other items after their delivery.

12.4.5 Any products purchased in person and therefore not online or over the telephone

**12.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

**12.5.1 Have you purchased services or products over the internet or over the telephone?** If so, you have 14 days after the day We email you to confirm We accept your Booking. However, once We have completed the Seminar you cannot change your mind, even if the period is still running. If you chose to withdraw once you have started a seminar, it is your responsibility to discuss the reasons for your decision with us and we will support you in the options available to you. Whilst we cannot refund your monies, we will endeavour to assist with amending your purchase to a number of alternative options, minus any deductions for costs and attendance.

**12.5.3 Have you bought digital content for download or streaming?** if so, you have

14 days after the day We email you to confirm We accept your Booking, or, if earlier, until you start downloading or streaming. If We delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

**12.5.4 Have you bought goods?** if so you have 14 days after the day you (or someone you nominate) receives the goods if purchased over the internet or telephone, **unless:**



**12.5.5 Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

**12.5.6 Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

**12.6 Tell Us you want to end the contract.** To end the contract with Us, please let Us know by doing one of the following:

**12.6.1 Phone or email.** Call customer services on 01733 898550 or email Us at ask@progressiveproperty.co.uk. Please provide your name, home address, details of the Booking and, where available, your phone number and email address.

**12.6.2 By post.** Print off the form below and post it to Us at the address on the form for the attention of the Customer Services Or simply write to Us at that address, including the information required in the form.

***CANCELLATION FORM***

*To: Unlimited Success Ventures Limited,*

*Progressive Property Limited, Progressive Property Network Ltd or*

*Progressive Property Ventures LLP (insert the entity named as the contracting party on your invoice)*

*of Unit 10, Office Village, Hampton, Peterborough, PE7 8GX.*

*I/We\* hereby give notice that I/We\* cancel my/Our\* contract of sale of the following goods/ for the supply of the following services\**

*Ordered on/received on \* DATE.*

*Name of consumer(s).*

*Consumer(s) Address(es)*

*Signature (if sent on paper)*

*Date.....*

**12.7 Returning Products after ending the contract.** If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to Us. You must either return the goods in person to where you bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from you. Please call customer services on 01733 898550 or email Us at ask@progressiveproperty.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling Us you wish to end the contract.

- 12.8** When We will pay the costs of return. We will pay the costs of return:
- 12.8.1** if Products are faulty or misdescribed; or
  - 12.8.2** if you are ending the contract because We have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside Our control or because you have a legal right to do so as a result of something We have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 12.9** **How We will refund you.** We will refund you the price you paid for the Products and any Seminar(s) including delivery costs, by the method you used for payment. However, We may make deductions from the price, as described below.
- 12.10** **Deductions from refunds.** If you are exercising your right to change your mind:
- 12.10.1** We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If We refund you the price paid before We are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay Us an appropriate amount.
  - 12.10.2** The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method We offer. For example, if We offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then We will only refund what you would have paid for the cheaper delivery option.
  - 12.10.3** Where the Product is a service, We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told Us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
  - 12.10.4** Refunds will also be subject to administrative costs incurred by us.
- 12.11** **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 12.12** If the products are goods and We have not offered to collect them, any valid refund requests will be made within 14 days from the day on which We receive the Product back from you or, if earlier, the day on which you provide Us with evidence that you have sent the Product back to Us. For information about how to return a Product to Us, see section above with cancellation form attached.

**12.12.1** In all other cases, any valid refunds refund will be made within 14 days of your telling Us you have changed your mind

**12.13 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

**12.13.1** you do not make any payment to Us when it is due and you still do not make payment within 7 days of Us reminding you that payment is due;

**12.13.2** you do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Product(s) or Seminar(s);

**12.13.3** you do not, within a reasonable time, allow Us to deliver the products to you or collect them from Us;

**12.14 You must compensate Us if you break the contract.** If we end the contract we will refund any money you have paid in advance for products or Seminars We have not provided but We may deduct or charge you a proportion of the price based on our current charging rates depending on the date on which We end the contract, as compensation for the net costs We will incur as a result of your breaking the contract.

### **13 IF THERE IS A PROBLEM**

**13.1 How to tell Us about problems.** If you have any questions or complaints about the Product, please contact Us. You can telephone Our customer service team at 01733 898550 or write to Us at [ask@progressiveproperty.co.uk](mailto:ask@progressiveproperty.co.uk) or Unit 10, Office Village, Hampton, Peterborough, PE7 8GX.

**13.2 Summary of your legal rights.** We are under a legal duty to supply products and services that are in conformity with this contract. See the box below for a summary of your key legal rights. Nothing in these terms will affect your legal rights.

#### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your Product is **goods**, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Product your legal rights entitle you to the following:

up to 30 days: if your item is faulty, then you can get a refund.

up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your Product is **digital content**, for example a mobile phone app or a subscription to online information or courses, the Consumer Rights Act 2015 says digital content must be as described,

fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back

if you can show the fault has damaged your device and We haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your Product is **services**, for example the provision of a Seminar, the Consumer Rights Act 2015 says:

you can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.

if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

if you haven't agreed a time upfront, it must be carried out within a reasonable time.

**13.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01733 898550 or email Us at [ask@progressiveproperty.co.uk](mailto:ask@progressiveproperty.co.uk) for a return label or to arrange collection.

## **14 PRICE AND PAYMENT**

**14.1** The price will be set out in Our price list in force at the time We confirm your Booking. Our prices may change at any time, but price changes will not affect Bookings that We have confirmed with you.

**14.2** These prices do not include VAT which will be added onto the price at the current rate. If the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Seminar in full before the change in the rate of VAT takes effect.

**14.3** Upon submitting a Booking, We will request a deposit from you to secure your place on a Seminar (Deposit) by way of credit or debit card. We will not accept a Booking unless We receive your Deposit. All deposit payments are non - refundable We will send you an invoice in respect of your Booking (by email) and full payment of the balance for the Seminar will need to be made in line with the agreed payment dates, set out at time of purchase. Your rights to a refund on cancellation are set out in clause 12.

**14.4** If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclay's Bank Plc or its successor from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the

overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

- 14.5 We take all reasonable care to ensure that the price advised is correct. However if We discover an error in the price specified in your Booking we will contact you to rectify it.
- 14.6 If We have to cancel a Booking before the start date for the Seminar, due to an Event Outside Our Control which persists or the unavailability of key personnel or key materials without which We cannot provide the Seminar are unavailable. We will promptly contact you if this happens.
- 14.7 you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.
- 14.8 **We will pass on changes in the rate of VAT.**
- 14.9 **What happens if We got the price wrong.** It is always possible that, despite Our best efforts, products and services may be incorrectly priced. We will normally check prices before accepting your booking so that, where the Product's correct price at your Booking date is less than Our stated price at your Booking date, We will charge the lower amount. If the correct price at your Booking date is higher than the price stated in Our price list, We will contact you for your instructions before We accept your Booking. If We accept and process your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, We may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.10 **We can charge interest if you pay late.** If you do not make any payment to Us by the due date We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc or its successor from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 14.11 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact Us promptly to let Us know and We will not charge you interest until We have resolved the issue. Any queries relating to your invoice should be made within 28 days of the initial confirmation being received

## 15 RESCHEDULING A BOOKING

If you would like to reschedule your enrolment on a Seminar from the original Seminar date, you must notify Us in writing providing Us with full details of the original date and your preferred Seminar date. We are not obliged to reschedule your enrolment but may do so at Our own discretion. You acknowledge that We may incur additional charges as a result and We will be entitled to recover these reasonable costs from you. You further acknowledge that Our ability to reschedule

will depend on the availability of places and that We shall, to the fullest extent permitted by law, have no liability to you in the event that no places are available.

## **16 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 16.1 We are responsible to you for foreseeable loss and damage caused by Us.** If We fail to comply with these terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen as a result of these events or if, at the time the contract was made, both We and you knew it might happen, for example, if you discussed it with Us during the sales process.
- 16.2 When We are liable for damage to your property.** If We are providing services in your property, We will make good any damage to your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover while providing the services. If defective digital content which We have supplied damages a device or digital content belonging to you We will either repair the damage or pay you compensation.
- 16.3 Our liability in all cases shall be limited to the Contract Price.**
- 16.4 We are not liable for business losses.** We only supply Products for domestic and private use. If you use the products for any commercial, business or re-sale purpose in no circumstances shall We be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of profit, business, contracts or revenues, business interruption, loss of business opportunity or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.
- 16.5** Except for the express warranties set out above, We grant no other warranties relating to the goods or services, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute, at common law or otherwise howsoever, relating to defects in the Products, are hereby excluded; in particular (but without limitation of the foregoing) We grant no warranties (other than as provided in the warranties set out above) regarding the fitness for purpose, performance, use, quality or merchantability of the Products, whether express or implied, by statute at common law or otherwise howsoever.

## **17 EVENTS OUTSIDE OUR CONTROL**

- 17.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control (including but not limited to Us having to rearrange or cancel a Seminar).
- 17.2** An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist

attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

17.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

17.3.1 We will contact you as soon as reasonably possible to notify you; and

17.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of the Seminar to you, We will rearrange the Seminar as soon as reasonably possible after the Event Outside Our Control is over.

17.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Seminar. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 12.

17.5 Any cancellation under this clause in respect of an event outside Our control shall discharge Us and you from any liability for further performance of our Agreement but shall be without prejudice to any rights or obligations which shall have accrued or become due between Us and You prior to the date of termination.

## 18. CANCELLATION/TERMINATION

18.1 Exercise of the right of termination afforded to either you or Us shall not prejudice legal rights or remedies either you or Us may have against the other in respect of any breach of the terms of our Agreement.

18.2 Any termination of our Agreement (howsoever occasioned) or the expiry thereof shall not affect the coming into force or the continuance in force of any provision hereof which is expressly [or by implication] intended to come into or continue in force on or after such termination or expiry.

18.3 Termination or expiry of our Agreement for whatever cause shall not put an end to the obligation of confidence imposed on you under Clause 21.1

## 19. HOW WE MAY USE YOUR PERSONAL INFORMATION

19.1 We will use the personal information you provide to Us to:

19.2 Provide the Seminar;

19.3 Process your payment for such Seminar; and

19.4 you agreed to this during the Booking process, to inform you about similar products that We provide, but you may stop receiving these at any time by contacting Us.

**19.5 We may pass your personal information to credit reference agencies.** Where We extend credit to you, We may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

**19.6 We will only give your personal information to other third parties where the law either requires or allows Us to do so.**

## **20 NOTICES**

**20.1** All notices and other communications you send to Us under our Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger at the specified address during normal business hours of the recipient, and on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows:

Unit 10,  
Office Village,  
Hampton,  
Peterborough,  
PE7 8GX.

For the attention of: Managing Director

## **21 ENTIRE AGREEMENT**

Our Agreement constitutes the entire agreement between Us and you and supersedes and invalidates all other commitments, representations, promises, understandings and warranties relating to the subject matter hereof which may have been made by either Us or you orally or in writing prior to the date of our Agreement, and which shall become null and void from the date our Agreement is signed.

## **22 OTHER IMPORTANT TERMS**

**22.1** You will take all proper steps to keep confidential all Confidential Information which is disclosed to you or obtained by you pursuant to or as a result of our Agreement, and will not divulge the same to any third party except to the extent that any such Confidential Information becomes public through no fault on your part.

**22.2** Notwithstanding the provisions in clause 21.1 you shall be entitled to make any disclosure required by law, by a court or tribunal of competent jurisdiction or by any governmental or other regulatory authority.

**22.3** Upon termination of our Agreement, you will return to Us any written data (without retaining copies thereof) provided for the purposes of our Agreement.

**22.4** Notwithstanding the termination or expiry of our Agreement for whatever reason the obligations and restrictions in clause 21.1 above shall be valid for a period of five years from the date of our Agreement.

**22.5** Each provision of this Clause is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said provisions is held



inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of this Contract.

- 22.6** No action may be brought under our Agreement more than two years after its termination or, in the event of default by Us or you, more than two years after such default has come to the notice of the other party.
- 22.7 Amendment:** These Terms may be amended or modified in whole or in part at any time by an agreement in writing signed by a partner, director or other officer of Ours.
- 22.8** Nothing contained in our Agreement shall be so construed as to constitute either us to be the agent of the other.
- 22.9** Our Agreement shall not operate so as to create a partnership or joint venture of any kind between Us and you.
- 22.10 Time shall be of the essence of our Agreement,** both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with our Agreement or by agreement in writing between Us and you.
- 22.11 We may transfer our agreement to someone else.** We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 22.12 You need Our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 22.13 Nobody else has any rights under this Contract.** This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 22.14 If a court find part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.15 Even if We delay in enforcing this contract, We can still enforce it later.** If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 22.16 Which laws apply to this contract and where you may bring legal proceedings.** These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**22.17 Mediation:** We and you agree to use our best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to our Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations between us we agree to refer the matter to a mediator to be agreed between us and in the absence of agreement between us to a court of competent jurisdiction.