

Terms & Conditions

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BACKGROUND

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us through this Our Site. Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms of Sale when ordering Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. INTERPRETATION

1.1. Definitions

- (a) "Conditions" means these terms and conditions set out in clause 1 (Interpretation) to clause 15 (Behaviour) (inclusive).
- (b) "Contract" means the contract between the Customer and the Supplier for the supply of the Courses in accordance with the Contract Details and these Conditions.
- (c) "Contract Details" means any and all information or matters contained within or referred to in the Contract.
- (d) "Courses" means the property investment course(s) (inc. associated events and/or digital content and/or memberships) provided by the Supplier as further set out in the Contract Details where such courses are provided on dates and at venues (or on digital platforms) by the Supplier as it shall advertise from time to time (and Course in the singular shall be construed accordingly)
- (e) "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.
- (f) "Price" means the price payable by the Customer for the provision of the Courses by the Supplier, as set out in the Contract Details.

1.2 Interpretation

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or writing includes email but not fax.

2. BASIS OF CONTRACT

2.1. The Contract shall commence on the date when the document containing the Contract Details has been signed by both parties (Commencement Date).

2.2. The Customer has entered into the Contract in order to attend the Courses which are designed to impart knowledge in relation to their property business or their contemplated property business.

2.3. This Contract is made up of the following:

- (a) the Contract Details.
- (b) these Conditions.

2.4. If there is any conflict or ambiguity between the terms of the documents listed in a paragraph a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. SUPPLY OF COURSES

3.1. The Supplier shall supply the Courses to the Customer on the dates and at venues and/or platforms published on its website at the time the Contract was entered into or as amended from time to time. Where not previously agreed (but in any event subject to the first sentence in this clause) the dates and venues shall be allocated on a first come first served basis such that the Customer's choice of Course at a particular venue on a particular date as advertised may not be available. Any changes to dates is entirely discretionary.

3.2. The Supplier will notify the Customer of any changes to the dates and/or venues in reasonable time in advance of each Course date.

3.3. In supplying the Courses, the Supplier shall:

- (a) perform the Courses with reasonable care and skill;
- (b) use reasonable endeavours to perform the services in accordance with the service description set out on the Supplier's website at the Commencement Date and as amended from time to time, (currently) available to be viewed at <https://www.investmentpropertytrainers.com>.

3.4. The Supplier reserves the right to amend the content of any Courses if necessary to comply with any applicable law or regulatory requirement, to reflect the Supplier's changing business needs, to reflect what in the reasonable opinion of the Supplier is an improvement or development of the Course, or if the amendment will not materially affect the nature or quality of the Courses.

3.5. The Supplier reserves the right to provide the Courses on an individual basis, in a small group or as part of a larger group in its sole discretion.

3.6. The Supplier cannot and does not guarantee the attendance of any particular speaker or contributor at any particular event or at any particular Course as this will depend on availability.

3.7. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Courses described in them.

4. FINANCIAL RISK

4.1. As a condition of the Supplier's entry into the Contract, the Customer hereby acknowledges, represents and warrants their awareness that the Courses are designed to provide an insight into the real estate investment market and that any Courses provided do not constitute investment advice or recommendations.

4.2. The Supplier makes no representation or promise as to the financial success or risk of any decision made by the Customer, following the Customer's receipt of the Courses. Any decision made by the Customer to buy, sell or rent a property or to take out any loans or other finance for a property will be the Customer's own decision and the Supplier shall have no liability as to the outcome.

4.3. The Supplier strongly recommends that the Customer obtains independent advice about whether or not to go ahead with any property investment or related transaction or investment together with the risks and consequences of making any property investment bespoke to their situation.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Courses
- (b) ensure that his/her details in the Contract Details are complete and accurate;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Courses to the Customer; and
- (d) provide the Supplier with constructive feedback in the event of the Customer having any issues with the Courses and address these to investmentpropertytrainersuk@gmail.com and refrain from making any public comments relating thereto.
- (e) If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, the Supplier shall:
- (f) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- (g) be entitled to payment of the Charges despite any such prevention or delay; and
- (h) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

6. PRICE AND PAYMENT

6.1. The Customer shall pay the Price to the Supplier as set out in the Contract Details.

6.2. All amounts payable by the Customer under the Contract are inclusive of VAT.

6.3. The Customer shall make each payment due to the Supplier in full and in cleared funds on the Commencement Date or as otherwise set out in the Contract Details.

6.4. If the Customer fails to make a payment due to the Supplier under the Contract by the dates set out in the Contract Details, then, without limiting the Supplier's remedies under clause 12 (Termination):

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause 6.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) the Supplier may suspend all Courses until payment has been made in full.

6.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding and shall remain due whether or not the Customer attends the Courses. Any failure for whatever reason by the Customer to attend the Courses referred to in the Contract Details, or as amended by the Supplier as permitted by these Conditions, does not automatically entitle the Customer to attend future Courses as an alternative, such future attendance to be at the sole discretion of the Supplier.

6.6. If the Customer has opted to, and the Supplier has agreed that the Customer can, pay the Price of the Courses in instalments (as set out in the Contract Details) then the following clauses shall apply:

- (a) where the Customer pays the Price for the Course in full upfront, the Customer shall be entitled to attend the Course;
- (b) where the Customer pays the Price for the Courses in two instalments, the Customer is not permitted to attend any session until the Price has been paid in full. Or
- (c) where the Customer pays the Price for the Courses in three instalments, the Customer is not permitted to attend any session until the Price has been paid in full.
- (d) Any permitted attendance of the course outside of this clause is at the sole discretion of the Supplier;
- (e) if the Customer attends any Course or part of a Course, before paying the Price for that Course or part, the Customer shall pay the Price for that Course or part of a Course within 7 days' of attending it

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in or arising out of or in connection with the Courses.

7.2. The Customer shall not use (other than during the Courses), copy, exploit, modify or otherwise make use of the Supplier's Intellectual Property Rights.

8. CONFIDENTIALITY

8.1. Each party shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party. The Customer shall not copy, pass on or disclose any strategies, plans, tactics, schemes, systems or information provided to them as part of the Courses.

9. RESTRICTIONS

9.1. The Customer shall not at any time represent himself/herself as connected with the Supplier (other than to say he/she received the Course from the Supplier).

9.2. The Customer shall not be employed, engaged or interested in providing services which would be in competition with any part of the Supplier's business from the Commencement Date until 12 months after their membership expires or 12 months from the last course they attended, whichever is the later.

9.3. The Customer shall not promote products/services without the Supplier's express permission, breach of which will result in removal of material from the Supplier's platforms, and could lead to the Customers suspension and/or termination from all elements of the Courses and/or membership without recourse to a refund.

10. DATA PROTECTION AND DATA PROCESSING

10.1. Promotional filming and photography may occur during the Courses. The Customer must inform the Supplier in advance of the relevant Course in writing if it does not wish to be filmed or photographed.

10.2. Further information about how the Supplier uses the Customer's personal data (including for the purposes set out in clause 10.1) is available at <https://www.investmentpropertytrainers.com/data-protection-policy/>.

11. LIMITATION OF LIABILITY

11.1. The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim.

11.2. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3. Subject to clause 11.2, the Supplier's total liability to the Customer (including liability in contract, tort (including negligence and negligent misstatement), breach of statutory duty, or otherwise), arising under or in connection with the Contract shall be limited to the total Price paid by the Customer to the Supplier.

11.4. Subject to clause 11.2, the Customer irrevocably agrees that the Supplier shall not be liable to the Customer for the following: (a) loss of profits (b) loss of sales, investments or business, (c) loss of agreements or contracts, (d) loss of anticipated savings, (e) loss of use or corruption of software, data or information, (f) loss of or damage to goodwill, (g) any loss or damage which is indirect or a side effect of the main loss or damage and which the Customer and the Supplier could not anticipate nor expect to happen when the Courses started, for example if the Customer loses salary or any opportunity.

11.5. This clause 11 shall survive termination of the Contract.

12. TERMINATION AND CANCELLATION

12.1. The Supplier may terminate the Contract by giving the Customer reasonable written notice.

12.2. The Customer may terminate the Contract at any time by giving 7 days' notice to the Supplier.

12.3. Where the Customer terminates the Contract under clause 12.2, they shall not be entitled to any refund of any part of the Price already paid and clause 12.5 (a) shall apply in respect of any Price not yet paid by the Customer.

12.4. Either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and fails to remedy it within 10 days of that party being notified in writing to do so; or
- (b) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.5. On termination of the Contract for whatever reason:

- (a) the Customer shall immediately pay to the Supplier, if they have not already done so, the Price of the Courses already delivered within 14 days of notification by the Supplier to the Customer of that outstanding sum.
- (b) where (i) the Customer has terminated the agreement under 12.2, or (ii) the Supplier terminates the Contract under 12.4, the Customer shall in any event forthwith pay the total, or the unpaid balance, of the Price set out in the Contract Details, even if one, some or all of the Courses have not yet been delivered.
- (c) the Customer shall return all and any materials provided to them by the Supplier. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not copy, disseminate or otherwise use them for any purpose not connected with the Contract.

- (d) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- (e) termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13. COMPLAINTS AND SOCIAL MEDIA

13.1. The Customer shall submit any feedback, questions or complaints regarding the Courses, to the Supplier at investmentpropertytrainersuk@gmail.com. The Supplier will deal with all questions or complaints as quickly as possible and will use their reasonable endeavours to find a satisfactory solution.

13.2. In consideration for the Supplier's obligations at 13.1 above and the Supplier's agreement to permit the Customer's attendance at the Courses and to obtain access to the confidential material revealed within the same, the Customer represents as a condition of this Contract that they shall refrain from publishing any complaints, comments or feedback on public media which is false or likely to cause serious harm to the reputation of the Supplier.

14. GENERAL

14.1. Force majeure.

(a) Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2. Assignment and other dealings.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

14.3. Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations (save only to the extent that such representation is an express term of these Conditions) and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has taken its own independent advice on whether to enter this Contract and shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.4. Variation.

- (a) No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5. Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of

any right or remedy under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.6. Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.6 shall not affect the validity and enforceability of the rest of the Contract.

14.7. Third party rights.

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.8. Governing law.

- (a) The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

14.9. Jurisdiction.

- (a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. BEHAVIOUR

15.1. Unreasonable behaviour towards our staff and/or between Customers will not be tolerated (e.g. abusive, threatening, harassing and discriminatory behaviour). Customers found to have behaved unreasonably will be removed from our programs immediately without recourse to a refund inc. any unused course or membership.