**UNLIMITED SUCCESS VENTURES LIMITED /**

**PROGRESSIVE PROPERTY VENTURES LLP /**

**PROGRESSIVE PROPERTY NETWORK LIMITED**

**OUR TERMS AND CONDITIONS**

**Please carefully review and consider the terms below which limit our liability, set out our rights to suspend or cancel the delivery of any Products, Seminars or Packages, and entitle us not to make a refund your Deposit and any other amounts paid for a Product, Seminar or Package.**

**1. DEFINITIONS**

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

1.1 **Booking**: your Booking for a Seminar or a Package.

1.2 **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.

1.3 **Consultant**: a third-party consultant that we engage from time to time to deliver the Seminars.

1.4 **Deposit:** such amount as we will communicate to when you make your Booking, to be paid to us in accordance with these Terms.

1.5 **Digital Content:** our online courses and events as detailed on our Website from time to time.

1.6 **Excluded Services**: any services, products or investment opportunities that are offered, delivered or supplied to you, by whatever means and in whatever medium, by our Consultants.

1.7 **Force Majeure Event**: means any circumstance not within our reasonable control including, **without limitation** (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers, consultants or subcontractors; and (ix) interruption or failure of utility service.

1.8 **Intellectual Property Rights**: copyright and neighbouring 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, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

1.9 **Order**: any order placed by you for a Product.

1.10 **Package**: a series of Seminars organised in a package that we may offer from time to time.

1.11 **Products**: all goods, such as books and CDs or DVDs, and Digital Content that are detailed on our Website from time to time (excluding Seminars), save where Products are expressly stated in these Terms to exclude Digital Content.

1.12 **Seminar**: any seminar, mentorship or any other courses we provide, including any series of seminars or mentorships or other courses which form part of a Package. Some Seminars may be filmed or recorded and made publicly available.

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

1.14 **Website**: <https://www.progressiveproperty.co.uk/> <https://progressivesuccess.co.uk> <https://propertywealthsystem.co.uk/> <https://progressivepropertynetwork.co.uk/>

**2. THESE TERMS**

2.1 **What these Terms cover**. These are the Terms on which we supply and deliver the Products, Seminars and Packages to you.

2.2 **Why you should read them**. Please read these Terms carefully before you submit your Order or make a Booking. These Terms tell you who we are, how we will provide the Products and deliver the Seminars and Packages 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, please contact us to discuss.

2.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these Terms depending on whether you are a business or consumer. You are a “consumer” if:

2.3.1 you are an individual; and

2.3.2 you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **red** and those specific to businesses only are in **green**.

2.4 **If you are a business customer this is our entire agreement with you**. If you are a business customer these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

2.5 **Conflicts**. If any of these Terms conflict with any other terms and conditions relating to the Products or Seminars, these Terms will take priority.

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

3.1 **Who we are**. We are Progressive Property Ventures LLP, Unlimited Success Ventures Limited & Progressive Property Network Limited. Companies registered in England and Wales. Our company registration number are 110742655, 248692464 & 161578300 and our registered office is at Unit 10, Office Village, Hampton, Peterborough, PE7 8GX. Our registered VAT numbers are PPV OC361197, USV 10020892 & PPN 08455842.

3.2 **We are not FCA regulated**. We are not authorised by the Financial Conduct Authority or any similar authority, and we do not provide any financial services via our Products, Seminars or Packages. You should seek independent financial or tax advice as you consider necessary before making any property investment.

3.3 **How to contact us**. You can contact us by telephoning our customer development team at 01733 898550 or by e-mailing us at customercare@progressiveproperty.co.uk or writing to Unit 10, Office Village, Hampton, Peterborough PE7 8GX.

3.4 **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 order. 3.5 **"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 Order or Booking**. Our acceptance of your Order or Booking will take place:

4.1.1 **If you place your Order or make your Booking online**, when we email you to accept your Order or Booking, at which point a contract will come into existence between you and us;

4.1.2 **If you make your Booking at our offices or at a Seminar or other (non-online) events**, when we tell you that we have accepted the Booking, which we will also confirm in writing to you, at which point a contract will come into existence between you and us; or

4.1.3 **If you place your Order at our offices or at a Seminar or other (non-online) events**, when you pay for the Product.

4.2 **If we cannot accept your Order or Booking**. If we are unable to accept your Order or Booking, we will inform you of this in writing and will not charge you for the Product or the Seminar. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Product, the Seminar or the Package.

4.3 **Your order number or booking reference**. We may assign an order number to your Order or Booking and tell you what it is when we accept your Order or Booking. It will help us if you can tell us the order number whenever you contact us about your Order or Booking.

4.4 **We sell in the UK and overseas**. Our website is for the promotion of our Products, Seminars and Packages in the UK and overseas.

**5. OUR PRODUCTS AND SEMINARS**

5.1 **Products may vary slightly from their pictures**. The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.

5.2 **Seminars and Packages will reflect their description**. Seminars are provided by Consultants who have experience in the subject matter of the Seminar. The duration of a Seminar will vary depending on the presenting Consultant and various other factors, such as audience participation. The content of a Seminar will relate, at least in part, to the subject matter or description of the Seminar. The Consultant who delivers the seminar has absolute discretion as to the delivery and content of the Seminar. The Consultant may discuss any matters that it considers relevant to or associated with the main subject of the Seminar. The Consultant may interact with the audience to respond to questions. If you want to understand more about the structure or content of, or any other information about a Seminar or Package, please contact us before making a Booking.

5.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues, brochures or other marketing material from time to time, are issued or published for the sole purpose of giving an approximate idea of the Seminars or Packages described in them. They shall not form part of these Terms or have any contractual force.

**6. EXCLUDED SERVICES**

6.1 Consultants are not authorised to enter into contracts on our behalf. Consultants may offer you Excluded Services. If you purchase any Excluded Services, your contract is with the Consultant and not with us.

6.2 We do not recommend or endorse any of the Excluded Services or offer any guarantees as to the Excluded Services. If you agree to purchase any Excluded Services, you do so at your own risk.

6.3 Any opinions or views expressed by a Consultant are entirely their own and may not reflect our opinions or views.

**7. YOUR RIGHTS TO MAKE CHANGES AND THE ADMINISTRATION FEE**

7.1 **We cannot accept variations to an Order** We try to dispatch Products which are goods on the same or the next day and therefore we cannot offer any variations to an Order.

7.2 **You can vary your Booking** Please contact us at least 10 clear days before the date of the Seminar if you wish to reschedule your Booking.

7.3 We will do all that we reasonably can to accommodate any request to change a Booking, but this will not always be possible. For example, future Seminars may be fully booked, or we may not yet be taking bookings for future Seminars.

7.4 We will let you know if a change is possible as soon as is reasonably practicable following receipt of your request to make a change and, if the change is possible, we will confirm to you in writing any changes to the price of the Seminar, 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. We will charge you and you will pay an administration fee of £150 to each and any variation to a Booking, and payment of the administration fee must be made in accordance with these Terms (see clause 17.7).

7.5 If you want to reschedule a Seminar that forms part of a Package, please contact us at least 10 days prior to the date of the relevant Seminar. We will do all that we reasonably can to accommodate any request to reschedule the Seminar, but this will not always be possible. We will charge you an administration fee of £150 for each and any variation to a Package, and payment of the administration fee must be made in accordance with these Terms (see clause 17.7).

7.6 Unless we agree otherwise in writing, if you change the date of the Seminar you wish to attend, that rescheduled Seminar (including any Seminar which forms part of a Package) must take place within 3 months of the date of the original Booking, after which that Booking shall expire and you shall not be entitled to a refund of any Deposit or any other amount that you have paid for that Seminar.

**8. OUR RIGHTS TO MAKE CHANGES**

8.1 **Minor changes to the Products and the Seminars**. We may change a Product, Seminar or Package at any time:

8.1.1 to reflect changes in relevant laws and regulatory requirements; or 8.1.2 to vary the location of any Seminar and/or Consultants, speaker(s), mentor(s) or subject matter of the Seminar,

and we shall give you notice of such changes as soon as is reasonably practicable, and you may exercise your right to cancel your Order or Booking as a result of such change pursuant to clause 10 (Your rights to end the contract).

8.2 **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.

**9. PROVIDING THE PRODUCTS AND SEMINARS**

9.1 **Delivery costs**. The costs of delivery of Products will be as displayed to you on our Website.

9.2 **When we will provide the Products and Seminars**.

9.2.1 **Products**. We will deliver the Products to you as soon as reasonably possible and in any event within 14 days after the day on which we accept your Order.

9.2.2 **Seminars**. We will deliver the Seminar on the date specified in the Booking unless the date of the Seminar is varied or the Seminar in cancelled in accordance with these Terms.

9.2.3 **One-off purchase of Digital Content**. We will make the Digital Content available via a platform or for download, depending on the type of Digital Content purchased, as soon as practicable once we have accepted your Order. If you do not receive the Digital Content or you cannot access it for any reason, please contact us and we will assist you in accessing or downloading the Digital Content.

9.2.4 **Packages or a subscription to receive (or access) Digital Content**. We will deliver a Package or deliver or make available the Digital Content to you until either the Package is completed or the subscription expires (if applicable) or you end the contract as described in clause 10 (Your rights to end the contract) or we end the contract by written notice to you as described in clause 12(Our rights to end the contract).

9.3 **We are not responsible for delays outside our control**. We will make every effort to deliver the Products in accordance with these Terms and provide the Seminars on the date(s) specified in the Booking. If our supply of the Products, or the delivery of Seminars is delayed by Force Majeure Event, then we will contact you as soon as reasonably possible to let you know and we will take all reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

9.4 **Filming and Photography.** Some Seminars may be filmed and recorded without prior notice. Unless you inform us before the Seminar begins, you will be deemed to have given us permission for any footage to be used by us for commercial purposes.

9.5 **Collection by you**. If we have told you that you can collect the Products from our premises, you can collect them at any time during our working hours of 09:00am to 17:00 on weekdays (excluding public holidays), or such other times as we may display on our Website from time to time. We would advise that you call us in advance of collection to ensure that our offices are open.

9.6 **If you do not re-arrange delivery**. If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot and, despite our reasonable efforts, we are unable to contact you or re arrange delivery or collection we may end the contract and clause 12.2 will apply.

9.7 **When you become responsible for the goods**. Products which are goods will be your responsibility from the time we deliver the goods to the address you gave us or immediately on your collection of the goods.

9.8 **When you own goods**. You own Products which are goods once we have received payment in full.

9.9 **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 Products or deliver the Seminars or Packages to you in accordance with these Terms. If so, this may have been stated in the description of the Products or Seminars 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 (and clause 12.2 will apply) 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 the Products, or you not being able to attend a Seminar if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

9.10 **Reasons we may suspend the supply of Products or Seminars to you**. Whilst we will make every effort not to suspend the supply of any Product or the delivery of a Seminar, this may be necessary:

9.10.1 to deal with technical problems or make minor technical changes; 9.10.2 to update the Product or the Seminar to reflect changes in relevant laws and regulatory requirements;

9.10.3 due to unforeseen difficulties at any third-party premises at which the Seminar is to be delivered;

9.10.4 due to difficulties in obtaining an appropriate Consultant to deliver a Seminar, for example due to illness; or

9.10.5 to make changes to the Product or Seminar as notified by us to you (see clause 8).

9.11 **Your rights if we suspend or cancel the delivery of any Products**. We will contact you in advance to tell you we will be suspending the supply of a Product that you have placed an Order for, unless the problem is urgent or an emergency. We will refund any sums you have paid in advance for the Product.

9.12 **Your rights if we suspend the delivery of a Seminar**. We will try to contact you in advance to tell you we will be suspending delivery of a Seminar, unless the problem is urgent or an emergency. If we suspend the delivery of:

9.12.1 **a Seminar**, we will contact you to reschedule the Seminar for a future date; or

9.12.2 **one or more Seminars in a Package**, we will reschedule the Seminar or Seminars for future dates.

9.13 **We may suspend the supply of the Products or refuse entry to Seminars if you do not pay**. If you do not pay us for the Products, Seminars or Packages when you are supposed to (see clause 17.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Products, or refuse entry to a Seminar until you have paid us all outstanding amounts. We will contact you to tell you we are suspending supply of the Products or refusing you entry to any Seminar(s). We will not suspend the Products or Seminar where you validly dispute the unpaid invoice (see clause 17.10). We will not charge you for the Products or the Seminars during the period for which they are suspended, but we shall not be responsible for you missing any Seminar(s) which form part of a Package during such suspension, and the price of the Package shall not be reduced as a result of you non

attendance at any Seminars. As well as suspending the Products and Seminars we may also charge you interest on your overdue payments (see clause 17.9).

9.14 **What rights we retain.** All Intellectual Property Rights, including all copyright in all Seminar materials and Digital Content (including but not limited to any drafts, drawings, PowerPoints or illustrations we make in connection with such materials) are owned by us or licensed by us from our licensors, and you are not authorised to make any copies of such material. All Intellectual Property Rights in or arising out of or in connection with the provision of the Seminars are owned by us.

**10. YOUR RIGHTS TO END THE CONTRACT**

10.1 **You may be entitled to end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

10.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or a service re performed or to get some or all of your money back):

10.1.1.1 see clause 15 if you are a consumer; and

10.1.1.2 see clause 16 if you are a business;

10.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 10.2;

10.1.3 **If you are a consumer and have just changed your mind about the Product or Seminar or Package,** see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; and

10.1.4 **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 10.7**.**

10.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason, the contract will end immediately and you will not be entitled to any refund of all or any part of your Deposit or any other amount that you have paid for any Products which have not been provided, or any Seminar or Package (or part of any Package) that has not been delivered and you shall not be entitled to any compensation.

10.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013)**. If you are a consumer then for most Products bought online or by 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 below in these Terms.

10.4 **When consumers do not have a right to change their minds**. Your right as a consumer to change your mind does not apply in respect of:

10.4.1 Digital Content after you have started to download or stream it; 10.4.2 Seminars or Packages, once these have commenced, even if the cancellation period is still running;

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

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

10.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

10.5.1 **Have you made a Booking for a Seminar or Package?** If so, you have 14 days after the day we email you to confirm we accept your Booking. However, once the Seminar has commenced you cannot change your mind.

10.5.2 **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 Order, or, if earlier, until you start downloading or streaming. If we delivered the Digital Content to you immediately, or made it immediately available to you, and you agreed to this when ordering, you will not have a right to change your mind.

10.5.3 **Have you bought a Product which is not Digital Content?** If so, you have 14 days after the day you receive the Product, unless:

10.5.3.1 **Your Products 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; or

10.5.3.2 **Your Products are for regular delivery over a set period**. In this case you have until 14 days after the day you (or someone you nominate)

receive the first delivery of the goods.

10.6 **When a consumer purchases Seminars or Packages at our premises and has no right to change its mind.** If you purchased a Seminar or Package at our premises, we may charge you reasonable compensation for the net costs we will incur as a result of you ending the contract.

10.7 **Ending the contract where we are not at fault and there is no right to change your mind**.

10.8 If we are not at fault and you are a consumer who does not have a right to change their mind (see clause 10.1), you will not be entitled to a refund of all or any part of your Deposit or any other amount that you have paid for a Product, Seminar or Package. If you are a business customer and you cancel the contract, where we are not at fault and

you have no right under these Terms to change your mind, within 7 clear days prior to the date of:

10.8.1 the Seminar; or

10.8.2 the first Seminar forming part of a Package,

you shall not be entitled to a refund of the Deposit or to a refund of any other amounts that have been paid for a Seminar or a Package.

**11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

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

11.1.1 **Phone or email**. Call customer development on 01733 898550 or email us at customercare@progressiveproperty.co.uk. Please provide your name, home address, details of the Order and, where available, your phone number and email address.

11.1.2 **By post**. Print off, complete and sign the form below and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

**CANCELLATION FORM**

To: Unlimited Success Ventures Limited / Progressive Property Limited / Progressive Property Network Ltd / Progressive Property Ventures LLP (Delete the entities that are not 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: ………………………………….

Name of consumer(s): ………………………………….

Customer Address:

…………………………………..

…………………………………..

…………………………………..

Postcode: ………………………………….

Signature (if sent on paper) ……………………………….

Date……………………………….

11.2 **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 or post them back to us. Please call customer development on 01733 898550 or email us at customercare@progressiveproperty.co.uk for a return label. If you are a consumer 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.

11.3 **When we will pay the costs of return**. We will pay the costs of return: 11.3.1 if the Products are faulty or misdescribed; or

11.3.2 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 a consumer exercising your right to change your mind) you must pay the costs of return.

11.4 **How we will refund you**. If you are entitled to a refund under these Terms, we will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.5 **When we may make deductions from refunds if you are a consumer exercising your right to change your mind**. If you are exercising your right to change your mind: 11.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any

reduction in the value of the Products, 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 Product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

11.5.2 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.

11.5.3 We may deduct from any refund an amount for the supply of a Seminar 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.

11.6 **When your refund will be made**. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then: 11.6.1 in relation to Products, your refund 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 sufficient evidence that you have sent the product back to us. For information about how to return a product to us, please see clause 11.2; or 11.6.2 in all other cases, your refund will be made within 14 days of us communicating to you that you are entitled to a refund pursuant to these Terms.

**12. OUR RIGHTS TO END THE CONTRACT**

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

12.1.1 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;

12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products or deliver the Seminar; or

12.1.3 you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

12.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you a proportion of the price based on our current charging rates as compensation for the net costs we will incur as a result of your breaking the contract.

12.3 **We may withdraw the Products, Seminars or Packages**. We may write to you to let you know that we have or are going to stop providing the Products, Seminars or Packages. We will let you know at least 5 Business Days in advance of our stopping the supply of the Products, Seminars or Packages and will refund any sums you have paid in advance for Products, Seminars or Packages which will not be provided.

**13. FAILURE TO ATTEND A SEMINAR**

13.1 Unless we agree otherwise in writing, if you fail to attend all or part of any Seminar for any reason, we shall not make any refund of any Deposit, or any other amount that you have paid for that Seminar or any Package. Some of the costs are used to cover the costs that have been incurred by us in organising your Booking and your anticipated attendance at the Seminar.

13.2 The prices of our Packages are fixed. Subject these Terms, if you fail to attend a Seminar for whatever reason the price of the Package shall not be reduced, and no refund of all or any part of the Deposit or any other amounts paid shall be made.

**14. IF THERE IS A PROBLEM WITH THE PRODUCT OR A SEMINAR How to tell us about problems**. If you have any questions or complaints about a product or a Seminar, please contact us. You can telephone our customer development team at 01733 898550 or write to us at customerservice@progressiveproperty.co.uk or Unit 10, Office Village, Hampton, Peterborough, PE7 8GX.

**15. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER** 15.1 If you are a consumer, we are under a legal duty to supply a Product or deliver Seminars that are in conformity with these Terms. See the box below for a summary of your key legal rights in relation to the Products, Digital Content and Seminars. 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 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 lifespan of your product your legal rights entitle you to the following:  a) Up to 30 days: if your goods are faulty, then you can get an immediate refund. b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.  c) Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.  See also clause 10.3.  If your product is **digital content**, for example a mobile phone app or a subscription to a music streaming service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:  a) If your digital content is faulty, you're entitled to a repair or a replacement. b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back c) 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  See also clause 10.3.  If you have Booked a **service**, such as a Seminar, the Consumer Rights Act 2015 says: a) 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.  b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.  See also clause 10.2. |

15.2 **Your obligation to return rejected Products and pay for postage**. If you wish to exercise your legal right to reject a Product you must either return it in person to where you bought it or post it back to us. You will be responsible for paying the costs of postage.

**16. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

16.1 If you are a business customer, we warrant that on delivery, any Products which are goods shall:

16.1.1 conform in all material respects with their description;

16.1.2 be free from material defects in design, material and workmanship; and

16.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

16.2 If:

16.2.1 you give us notice in writing within a reasonable time of discovery that a Product does not comply with the warranty set out in clause 16.1;

16.2.2 we are given a reasonable opportunity of examining such Product; and 16.2.3 you return such Product to us at our cost, we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full.

16.3 We will not be liable for a Product's failure to comply with the warranty in clause 16.1 if: 16.3.1 you make any further use of such Product after giving a notice in accordance with clause 16.2.1;

16.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;

16.3.3 the defect arises as a result of us following any drawing, design or specification supplied;

16.3.4 you alter or repair the Product without our written consent; or 16.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

16.4 Except as provided in this clause 16, we shall have no liability to you in respect of a Product’s failure to comply with the warranty set out in clause 16.1.

16.5 These Terms shall apply to any repaired or replacement products supplied by us under clause 16.2.

**17. PRICE, PAYMENT AND DEPOSIT**

17.1 **Where to find the price for the Product**. Please contact us for details of the price of any Products, Digital Content, Seminars or Packages before you place your Order or make a Booking. Prices of Products, Digital Content, Seminars or Packages may change at any time, but price changes will not affect any Orders or Bookings that have been confirmed. All prices communicated to you do not include VAT, and VAT will be added onto the price at the current rate.

17.2 **We will pass on changes in the rate of VAT**. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

17.3 **What Deposit is payable for the products or booking**. Before confirming your Booking, you must pay to us the Deposit. We cannot accept a Booking until we have received the Deposit in full. The Deposit is used to cover our costs associated with the administration of making the Booking and is only refundable in accordance with these Terms. Once we have received the Deposit, we will accept and confirm the Booking, and we will deliver to you an invoice in respect of that Booking.

17.4 **When will the balance be due**? The full amount of the balance for the Seminar must be paid on such payment date that we agree with you at the time of making the Booking, which will usually be at the time of making the Booking.

17.5 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the Products, Seminars or Packages we sell or provide may be incorrectly priced. We will normally check prices before accepting your Order or Booking so that, where the Product's, Seminar’s or Package’s correct price at the date of your Order is less than our stated price at the date of your Order, we will charge the lower amount. If the Product's, Seminar’s or Package’s correct price at the date of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order or Booking. If we accept and process your Order or Booking where a pricing error is obvious and unmistakeable 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.

17.6 **When you must pay and how you must pay**. We accept payment with all major credit cards. When you must pay depends on what product you are buying:

17.6.1 For **Products which are goods**, you must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.

17.6.2 For **Digital Content**, you must pay for the Digital Content before you download it.

17.6.3 For **Seminars or Packages**, you must pay the Deposit so that we can confirm the Booking and reserve your place on the Seminar or Package. We will invoice you for the balance of the price of the Seminar or Package at the time of the making of the Booking.

17.7 **Additional payments following a change requested by you**. If you have requested a change to your Order or your Booking, any additional costs associated with that change must be paid by you to us at the point you confirm to us that you wish to proceed with the change, failing which your Order or your Booking shall be cancelled.

17.8 **Our right of set-off if you are a business customer**. If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17.9 **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 Barclay’s Bank PLC 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.

17.10 **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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

18.1 **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. Loss or damage is foreseeable if either it is obvious that it will happen 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.

18.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

18.3 **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.

18.4 **When we are liable for damage caused by defective digital content**. If defective Digital Content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

18.5 **We are not liable for business losses**. If you are a consumer, we only supply the Products for domestic and private use. If you use the Products or Seminars for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 19.

18.6 **Total cap on our liability**. We shall not be liable to you under these Terms for an amount which exceeds the cost paid by you for the relevant Products, Seminars or Packages.

**19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**19.1 Nothing in these Terms shall limit or exclude our liability for:

19.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

19.1.2 fraud or fraudulent misrepresentation;

19.1.3 breach of the Terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

19.1.4 defective products under the Consumer Protection Act 1987; or 19.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

19.2 Except to the extent expressly stated in clause 16.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

19.3 Subject to clause 19.1:

19.3.1 we shall not be liable to you, 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 any contract between us; and

19.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the relevant Products, Seminars or Packages under such contract.

**20. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**20.1 How we will use your personal information**. We will only use your personal information as follows:

20.1.1 Process your payment; and

20.1.2 Deliver the product or deliver the Seminar;

20.1.3 If 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.

**21. OTHER IMPORTANT TERMS**

21.1 **We may transfer this Agreement to someone else**. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21.2 **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 to this in writing.

21.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to**). This contract is between you and us. No other person shall have any rights to enforce any of its Terms.

21.4 **If a court finds 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.

21.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Seminars, we can still require you to make the payment at a later date.

21.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer**. These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

21.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business**. If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 courts of England and Wales shall have exclusive jurisdiction.

**APPENDIX 1**

**22. MONEY BACK GUARANTEES (FOR SPECIFIC SEMINARS ONLY)**

22.1 **Money Back Guarantees on specific Seminars**. Please review this clause 22 carefully. We only offer ‘Money Back Guarantees’ on selected Seminars from time to time. 22.2 Please contact us before making your Booking to understand which (if any) Seminars are eligible for the Money Back Guarantee. We will notify you during the Booking whether the relevant Seminar is eligible for the Money Back Guarantee. As the Money Back terms and the applicability of the Money Back Guarantee changes from time to time, please check the eligibility of any Seminar for the Money Back Guarantee at the time you make a Booking.

22.3 Any Money Back Guarantee offered is strictly conditional on:

22.3.1 you attending, for its full duration, the Seminar (and any additional Seminars where there are a series of Seminars) and completing all material or exercises forming part of that Seminar and which are communicated to you; and

22.3.2 you exercising your right to the Money Back Guarantee by notifying us of such in accordance with clause 22.4,

and satisfaction of this criteria is determined at our absolute discretion.

22.4 If your you believe that you have satisfied the necessary conditions to be eligible for the Money Back Guarantee, then you must notify us in writing us within 12 months from completion of your course, failing which the Money Back Guarantee shall expire.

22.5 A consumer's statutory rights are unaffected by this Money Back Guarantee.

**23. PPA COURSE GUARANTEE**

23.1 The PPA Course, as detailed on our Website from time to time, is eligible for the PPA Course Guarantee, **PROVIDED THAT**:

23.1.1 you attend all 12 PPA Course sessions and you complete all 12 PPA one-to-one training sessions;

23.1.2 you attend at least 30 property/biz networking/angel investor meetings in the period for which your PPA Course membership is active, and provide valid receipts and such other evidence as we may reasonably require;

23.1.3 you publish at least two posts a week on the Progressive Property community Facebook page in which you raise credible questions concerning property investment;

23.1.4 you follow all instructions given to you in the one-to-one sessions;

23.1.5 you view at least 10 potential investment properties each calendar month and provide such documentary evidence of the viewings as we may reasonably require, including evidence from the agents you organised the viewing with;

23.1.6 you (or any investment company or other entity you trade through) makes at least three offers to acquire investment properties each calendar month for the duration of the PPA course and provide such evidence as we may reasonably request;

23.1.7 you do not suspend your PPA Course more than twice, or for any single period which exceeds 31 days; and

23.1.8 you do not end the contract or your PPA Course prematurely.

23.2 Subject to your fulfilment of all of the criteria above, pursuant to the PPA Course Guarantee we guarantee that if you do not secure two bona fide property investment opportunities within one year of the first session of your PPA Course, we shall refund you for an amount that is equal to double the price that you paid for the PPA Course (excluding the VAT). Any refund we make to you pursuant to the PPA Course Guarantee excludes any and all amounts that you have paid to us for any other Products or Seminars.

23.3 If you are unable to demonstrate fulfilment of all of the criteria above to our reasonable satisfaction, we are not obliged to make any refund under the PPA Course Guarantee, and we have no further obligations to you under the PPA Course Guarantee.

23.4 We will pay to you any money due under this clause by the method you used to pay for your Booking of the PPA Course.

23.5 A consumer's statutory rights are unaffected by this PPA Course Guarantee.

**24. LIFETIME SUPPORT FOR PPA COURSE**

24.1 **Lifetime Support**. We offer “lifetime support” for the PPA Course, but you should contact us to check that this remains in force before placing an Order for the PPA Course.

24.2 **Qualification for Lifetime Support**. To be eligible for Lifetime Support you must:

24.2.1 attend all live training, mentoring sessions, Masterminds or other one-to-one sessions that are provided as part of the PPA Course; and

24.2.2 meet any deadlines set by us from time to time.

24.3 Any non-attendance or partial attendance at any training session(s) associated with the PPA Course, or failure to meet any deadlines that we set will result in the terminate of the Lifetime Support. Termination of the Lifetime Support will take effect on either the date of the non-attendance or the missed deadline, and the period of support will revert to 12 months from (and including) the date of the first session of the PPA Course.

24.4 The word “Support” for the purposes of the Lifetime Support service attaching to the Package relates only to reasonable support that a reasonably competent property investor might reasonably require in the form of ongoing email support and telephone support to assist with reasonable property-investment related queries. Such Support excludes any entitlement to any other form of support, services or products that we may provide from time to time. Any Lifetime Support will be limited to our availability, and whilst we will do our best to respond to all queries within 7 days from receiving them, we give no guarantee about the timing of our responses. Due to limits on our capacity and availability, reasonable “Support” for the purposes of the Lifetime Support will include up to two emails each week.

24.5 We only provide support, and as such we shall not be liable for any decision, action or omission taken by you as a result of anything we communicate to you under the Lifetime Support service. If you have any reservations about any property investment decision, you should consult with an independent financial advisor.