

Whitebox Property Solutions – Terms and Conditions – Training

These Terms and Conditions shall apply to all courses booked with us, Whitebox Property Solutions Limited, of 5 Tower Court, Irchester Road, Wollaston, Northamptonshire, NN29 7PJ, hereinafter known as “the Company”. Please read these terms and conditions carefully before making your Booking with us. You should understand that by making a Booking with us, you agree to be bound by these Terms and Conditions.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Booking**” means the booking or Group booking of the Course including, but not limited to, setting the dates and agreeing the Fees;

“**Consumer**” means a consumer as defined by the Consumer Rights Act 2015;

“**Contract**” means the agreement entered into by the Customer and the Company once the contract between us is formed, which incorporates and is subject to these Terms and Conditions, in accordance with clause 2;

“**Course**” means the 1-day or 3-day property development course for which the Booking has been made;

“**Customer**” means you, the person who makes the Booking;

“**Fees**” means, collectively, all sums charged in accordance with clause 4 of these Terms and Conditions.

“**Group Booking**” means the booking of the Course in a group of more than one individual;

1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company;

1.2.2 “you” and “your” is a reference to the Customer;

1.2.3 “writing” and “written” includes emails;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.6 a clause is a reference to a clause of these Terms and Conditions; and

1.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender. References to persons shall include corporations.

2. Booking

2.1 You may book your Course via our website or by telephone.

2.2 Where the person making the Booking is doing so on behalf of another person or business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person or business.

2.3 Your Booking constitutes an offer to us which we may, at our discretion, accept. All bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an email or letter to advise that the Booking has been successfully confirmed. The legally binding contract between us, which includes these Terms and Conditions, will only be formed when we send you the order confirmation. If you make a Booking for more than one Course by means of a single Booking and we accept this Booking, our Contract with you will be for all of the Courses concerned.

2.4 You must make the Booking at least 2 days in advance of the date of the Course. We will use all reasonable endeavours to accommodate Bookings which are made closer to the date of the Course but make no guarantee that this will be possible. If, as a Consumer, you make a Booking within 14 days of the date of the Course, you expressly agree to waive your right to the 14 day cooling off period as detailed in clause 5.

2.5 Please advise us of any dietary or access requirements at the time of making your Booking. We will endeavour to make the necessary arrangements, however it may be the case that we offer you an alternative date for the Course.

2.6 If you wish to vary any details of the Booking, you must notify us in writing as soon as possible and in any event within 14 days of the Course. We shall endeavour to make any required changes, though we cannot guarantee this will be possible. Any additional costs incurred will become immediately due and payable.

3. **3 Day Courses:** The following clause 3 applies to 3-day course bookings only:

3.1 Courses will be delivered in person unless otherwise agreed or an event occur outside of our control.

3.2 For our 3-day courses, we may offer a payment plan to enable you to spread the cost over a maximum of 3 months. This will be offered only at our discretion. In this event, you must have paid the final instalment no later than 4 weeks prior to the Course date. If we have not received the final instalment by this date, you will no longer be entitled to attend the booked Course and again at our discretion, we will either offer you a later Course date or a refund of the Fees minus administration costs paid to date.

3.3 If for any reason you are unable to attend the 3 consecutive days of the Course, please contact us as soon as possible. We may allow you to attend another Course to make up for the day(s) missed, subject to availability.

3.4 We offer a 200% money back guarantee for our 3-day courses. This entitles you to a full refund and enables you to keep the course material, if you have used all reasonable endeavours but have been unable to find a property investment deal with a projected profit of £100,000 or more within a period of 1 year from the course date. The guarantee is subject to the following provisions:

3.4.1 You must have appraised 100 sites using all 9 ways to find land explained during the Course and made an offer on 30 of those;

3.4.2 You must have attended at least 5 networking events each month;

3.4.3 You must demonstrate that you have created and sent out investor packs and offer packs to at least 20 potential investors, estate agents or landowners; and

3.4.4 You must demonstrate that you have followed the procedures and guidance given to you on the Course.

4. Fees and Payment

4.1 The price of the Course will be as stated on our website (www.whiteboxps.com) or over the telephone.

4.2 Subject to clause 3.1 above, we require payment in full at the time of the Booking. Bookings shall not be deemed confirmed until payment has been received by us in full and we have sent our order confirmation. Subject to the cancellation provisions set out in clause 5, all payments made shall be non-refundable.

4.3 All payments must be made in pounds sterling; online payments are to be made through Stripe, and telephone payments shall be paid by card.

4.4 For online payments, no credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Stripe’s terms and conditions. A separate contractual relationship is created between you and GoCardless and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by this third party.

4.5 All payments should be made without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

4.6 Should we not receive payment by the due date, we reserve the right to move you to an alternative Course date and charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5. Cancellation

5.1 Consumers have a statutory right to a 14 day cooling off period from the date the Contract is formed. You may cancel any

Course booking during this 14 day period for any reason. You can confirm your cancellation in writing and we will refund any payments made by you minus an administration fee and where applicable if on a Group Booking any associated costs related to that discount within 14 days of the cancellation.

- 5.2 However, if you expressly state that you wish to book a Course that starts within this initial 14 day cooling off period, or you access the course materials, your right to cancel within this period will be lost.
- 5.3 If you are late for a Course, we may be unable to allow you to take part. If this occurs, the Booking will be treated as cancelled without notice by you and no refund or alternative Course will be offered.
- 5.4 After the cooling off period stated above has expired, or where you are not a Consumer, if you fail to attend a Course for any reason and fail to provide us with 14 days' notice of this prior to the start date of the Course, no refund or alternative Course will be offered, except in exceptional circumstances and at our discretion. We reserve the right to request evidence of any exceptional circumstance being relied upon and our decision is final.
- 5.5 After the cooling off period stated above has expired, or where you are not a Consumer, if you change your mind and wish to cancel your Booking you may be liable for a cancellation charge including but not limited to the complimentary online course fee.
- 5.6 All Course times and venues are subject to change at our discretion. If we cancel a Course for any reason, we will offer an alternative Course as soon as possible or a full refund. This will be our sole liability to you.

6. Liability and Indemnity

- 6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 6.4 We will teach best practices during the Courses and will carry out our services with due care and skill. However we cannot be held responsible for any actions taken by you before, during or after the Course.

7. Intellectual Property

We reserve all intellectual property rights in all materials and information provided to you during the Course. Under no circumstances shall material provided by us be lent, hired out, sold or otherwise circulated by either manual or electronic means, nor shall it be photocopied or otherwise reproduced without our express written consent. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.

8. How We Use Your Personal Information (Data Protection)

- 8.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the services.
- 8.2 Notwithstanding the above, we reserve the right to take and use photographs and videos from the Course, and testimonials given by you, in marketing literature, on social media and on our website. Any such photographs and videos shall remain our property. Please contact us in writing if you do not consent to this usage.
- 8.3 We will not share your personal data with any third parties for any reasons without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 1998 and the EU General Data Protection Regulation ((2016/679) and any amendments to them.

9. Insurance: We shall ensure that we have suitable and sufficient public liability insurance in order to provide the Course.

10. Communication and Contact Details

- 10.1 If you wish to contact us with questions or complaints, you may contact us by telephone on 01933 426400 or by email at lydia@whiteboxps.com.
- 10.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.
- 10.3 Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an email, that such email was sent to the specified email address of the addressee.

11. Events outside our control (Force Majeure): Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. Other Important Terms

- 12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 12.2 We shall be entitled to perform any of our obligations through any other suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of ours.
- 12.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 12.4 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms & Conditions.
- 12.5 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 12.6 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

13. Entire Agreement

- 13.1 The Contract contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 13.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14. Problems with the Course and Your Legal Rights

- 14.1 We always use reasonable efforts to ensure that the Course we provide is trouble-free. If, however, there is a problem with the Course, we request that you inform us as soon as is reasonably possible (you do not need to contact us in writing).
- 14.2 If you are a consumer, you have certain legal rights with respect to the purchase of services. Nothing in these Terms and

Conditions seeks to exclude or limit your legal rights as a consumer. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

15. **Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.