

Terms and Conditions

This page tells you the terms and conditions on which we supply to you the Elite Mindset for Property Success Coaching Programme. By placing an order for the Programmes, you warrant that you are legally capable of entering into binding contracts and you are at least 18 years old.

Acceptance of your order and your right to cancel

The contract between you and us ("Contract") will be formed on the date the payment is made. All card payments are subject to authorisation by your card issuer and we take payment when we accept your order. You may cancel the Contract at any time within **14 days** following the date your payment is made and provided we have not started to provide the Elite Mindset for Property Success coaching programme. If you exercise your cancellation rights, you will receive a full refund of the price paid for the Programme. We will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. An admin processing fee of £50 will be deducted from your price paid.

Copyright in the Programmes

The content of the Programmes are protected by copyright © Fielding Financial Limited. You may not reproduce the Programmes, or any part of them, nor do any other acts restricted by copyright in a work, without the prior written permission of Fielding Financial Limited.

Our liability

We aim to ensure that the content of the Programmes are accurate and consistent with our current knowledge and practice. However, tax, government and investment limits are subject to change and the figures contained in the Programmes should be used for illustrative purposes only. The Programmes are educational products only and nothing contained in the Programmes constitutes financial advice in any way. Specifically, we are not giving you investment advice or recommending that you invest in any particular investments. Please also note that the examples used in the Programmes take no account of personal taxation charges. We do not warrant that the Programmes will be fit for your intended use and you should undertake your own evaluation exercise before you choose to rely on the contents of the Programmes. Any form of trading has inherent risks and consequently we strongly recommend that you seek specific guidance from an appropriate financial professional before making any investment or financial decisions.

Statements and commentary made about the Programmes are not intended to amount to advice or representations by us on which reliance should be placed. You agree that you have not bought the Programmes in reliance upon any representation, warranty, promise, term, condition, obligation or statement which is not expressly set out in these terms and conditions and no such representation, warranty, promise, obligation, statement or any other term or condition is to be implied whether by virtue of any usage or course of dealing or otherwise except as expressly set out in these terms and conditions. If we have given any representation, warranty, promise, or statement then (except to the extent that it has been set out in these terms and conditions), you hereby waive any rights or remedies which you may have in respect of it.

The material in the programmes are provided without any representation, guarantee, conditions or warranties (e.g. as to its accuracy or completeness). To the fullest extent permitted by law, we hereby expressly exclude: All conditions, warranties and other

terms implied by statute, common law or the law of equity. All liability (however arising, including liability in tort (including negligence), breach of contract, misrepresentation or otherwise), even if foreseeable, suffered by any person or legal entity directly or indirectly in connection with the Programmes or in connection with the use, inability to use, or results of the use of the Programmes, for any: loss of income or revenue; loss of business; loss of opportunity; loss of profits or contracts; loss of anticipated savings; loss of data; loss of or damage to reputation or goodwill; or wasted management and/or staff and/or or office time; in each case whether direct, indirect, special and/or consequential loss or damage. Our total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation and/or otherwise arising under or in connection with the Programmes, shall be limited to the purchase price of the Programmes. Notwithstanding the above, nothing affects our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation. Pandemics.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, nonhappening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: Strikes, lockouts or other industrial action. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. Impossibility of the use of public or private telecommunications networks. The acts, decrees, legislation, regulations or restrictions of any government.

Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing. In that way, we can avoid any problems surrounding what we and you are expected to do.

Law and jurisdiction

Contracts for the purchase of the Programmes through and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law.

Your concerns

If you have any concerns about these terms and conditions, please email us at: enquiries@fieldingfinancial.com