



The Path to **Self-Build Success**

# **Terms & Conditions**

## **The Path to Self-Build Success**

### **1. DEFINITIONS**

1.1 When the following terms are used in these terms and conditions, this is what they will mean:

**Purchase:** Your booking for the course

**Events Outside Our Control:** is defined in clause 12

**Excluded Services:** means services or products provided direct to you by our guests, consultants or employees which do not form part of the arrangement between you and us

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

**Course:** the course and mentorship that we are providing to you as set out in the booking

**We/Our/Us:** MNM Investments (Scotland) Ltd T/A The Path to Self-Build Success

1.2 **What these terms cover:** These are the terms and conditions on which we supply products to you, whether these are goods, services, events or digital content.

1.3 **Why you should read them:** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.4 **Conflicts:** If any of these terms conflict with any term of the booking, the booking will take priority.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1 **Who we are:** We are MNM Investments (Scotland) Ltd T/A The Path to Self-Build Success registered in Scotland with registration number SC519513. Our correspondence address is 31 Strathclyde Gardens Cambuslang Glasgow G72 7ET

2.2 **How to contact us:** You can contact us by emailing [office@self-buildsuccess.co.uk](mailto:office@self-buildsuccess.co.uk), or writing to The Path to Self-Build Success 31 Strathclyde Gardens Cambuslang Glasgow G72 7ET

2.3 **How we may contact you:** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

2.4 **"Writing":** includes emails.

### **3. OUR CONTRACT WITH YOU**

3.1 **How we will accept your Purchase:** Our acceptance of your purchase will take place upon us confirming to you in writing receipt your purchase

3.2 **If we cannot accept your Purchase:** If we are unable to accept your purchase, we will inform you of this in writing and will not charge you. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the course or because there are no spaces left.

3.3 **If you sign up as a duo we will assume you are life partners:** If two people sign up together we assume they are life partners, which means that both must sign to end the contract, and both are eligible to access the course.



#### 4. YOUR RIGHTS TO MAKE CHANGES

4.1 **Most Purchases are non-refundable:**, save as set out in these terms and conditions. However, if you wish to make a change to your purchase please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes:** We may make changes

5.1.1 to reflect changes in relevant laws and regulatory requirements

5.1.2 to speaker(s), mentor(s) or content, at any time without notice. You will not be entitled to a refund as a result, unless you exercise your rights as stated in clause 8.5.

5.1.3 From time to time we may need to rearrange a coaching call date, we will communicate this to you giving you 7 days' notice

5.2 **More significant changes including changes to these terms:** In addition, we may make the following changes but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect

5.2.1 changes in how we accept payment from you

5.2.2 changes to reflect changes in relevant laws and regulatory requirements

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

#### 6. EXCLUDED SERVICES

6.1 We use self-employed consultants to assist us in providing the course. They may offer you excluded services with our consent. If you accept or proceed with any excluded services, the contract will be between you and the consultant and not between you and us.

6.2 We do not recommend or endorse any of the excluded services or offer any guarantees as to the excluded services or any potential financial return arising from them. If you agree to take excluded services you are doing so at your own risk.

6.3 We suggest that you make your own investigations and enquiries regarding these services before acting upon any advice provided to you.

6.4 Because the excluded services are carried out between you and the consultant, we will not be responsible for any costs or losses you or any person connected with you, incurred as a result of those excluded services.

6.5 By placing a Purchase you are agreeing to forever waive and release us and our affiliates and partners from any claims you may have against us arising out of or in connection with the excluded services.

6.6 You acknowledge that we do not (nor any trainer, mentor, consultant, team member, agent or employee who is providing a course, mentoring or other training) provide financial, legal or accounting advice. We are not authorised by the FCA or other body to do so and as such this does not form part of the course or the contract between us.

6.7 You further acknowledge that the opinions and comments made by trainers, consultants and mentors (whether employed by us or not) are their own and do not represent or reflect our opinions or comments. You acknowledge that any opinions or comments are followed at your own risk. You agree not to hold us responsible for any such opinions or claims.



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## 7. COMPLAINT PROCESS

7.1 At The Path to Self-Build Success we aim to provide exceptional service to our customers. We do acknowledge from time to time we may not get this right and give you cause to make a complaint.

7.2 If you need to make a complaint in the first instance please write to [office@self-buildsuccess.co.uk](mailto:office@self-buildsuccess.co.uk) outlining your complaint in full and where you feel we have not met our obligation to you.

7.3 Our complaints officer will investigate and respond to your complaint within 28 days.

## 8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have purchased, whether there is anything wrong, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get a service re-performed or to get some or all of your money back), see clause 9;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind, see clause 8.3. You may be able to get a refund however as this is digital content released to you immediately upon purchase this will be at our discretion. Please contact us at [office@self-buildsuccess.co.uk](mailto:office@self-buildsuccess.co.uk) immediately if you wish to cancel your purchase. This may be subject to deductions.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at

8.2.1 to 8.2.4 below, the contract will end immediately and we will refund you in full. The reasons are:

8.2.1 we have told you about an upcoming change under clause 5.2 which you do not agree to;

8.2.2 we have told you about an error in the price or description of the course and you do not wish to proceed;

8.2.3 the course delivery is delayed because of events outside our control for more than 12 months; or

8.2.4 you have a legal right to end the contract because we have breached the contract.

8.3 **Exercising your right to change your mind** (Consumer Contracts Regulations 2013). These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

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

8.4.1 digital products, such as online courses, after you have been given access to them (with notification from us) or have started to download or stream them;

### 8.5 How long do I have to change

8.5.1 Have you bought digital content for download or streaming including online courses? If we delivered the digital content to you immediately, you will not have a right to change your mind, however as stated in 8.1.3 it is at our discretion and subject to deductions.

**8.7 When your refund will be made.** If you are due any refunds, we will make any refunds within 14 days

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

8.8.1 if you breach clause 11.

8.8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.8.1 we may charge you a reasonable sum as compensation for the costs we incur as a result of your breaking the contract.

## **9. IF THERE IS A PROBLEM**

**9.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can email our customer service team at [office@self-buildsuccess.co.uk](mailto:office@self-buildsuccess.co.uk) or write to us at The Path to Self-Build Success 31 Strathclyde Gardens Cambuslang Glasgow G72 7ET

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

**Summary of your key legal rights** This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. If your Product is goods, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following: up to 30 days: if your item is faulty, then you can get a refund. up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases. up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back. If your Product is digital content, for example a mobile phone app or a subscription to online information or courses, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality: If your digital content is faulty, you're entitled to a repair or a replacement. If the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back. If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation. If your Product is services, for example the provision of a Seminar, the Consumer Rights Act 2015 says: you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. If you haven't agreed a price upfront, what you're asked to pay must be reasonable.

## **10. PRICE AND PAYMENT**

**10.1** The price will be the price we confirm to you at the time of your booking. Our prices may change at any time, but price changes will not affect bookings that we have confirmed with you.

**10.2** These prices do not include VAT as we are not registered for VAT

**10.3** Upon submitting a booking we will confirm receipt of same within 2 working days



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10.4 If your payment bounces we will contact you to arrange payment by other means, no services will be provided until the payment has been cleared

10.5 We take all reasonable care to ensure that the price advised is correct. However please see clause 10.6 for what happens if we discover an error in the price specified in your booking.

10.6 What happens if we get the price wrong. It is always possible that, despite our best efforts, products and services may be incorrectly priced. We will normally check prices before accepting your booking so that, where the course's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price at your booking date is higher than the price stated, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

10.7 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

## **11. YOUR OTHER OBLIGATIONS**

11.1 You must keep our course materials confidential, and only use them for your own personal use, you must not publish or provide to anyone else any copy or extract of them. If you break this clause 11.1, or threaten to, we may apply to court for an injunction, and you may be responsible for our costs of doing so, in addition to our losses arising from your actions.

11.2 You agree to act reasonably when dealing with our staff and other course participants. For example, you should not be aggressive or put anyone's safety or health at risk.

11.3 You agree that you are responsible for your own achievements, or failures, arising from taking part in the course. We cannot guarantee any particular outcome.

## **12. EVENTS OUTSIDE OUR CONTROL**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control (including, but not limited to, us having to rearrange or cancel a coaching call) due to, for example, illness).

12.2 If an event outside our control takes place that affects the performance of our obligations under these Terms:

12.2.1 we will contact you as soon as reasonably possible to notify you; and

12.2.2 our obligations, and your obligations, under the contract will be suspended for the duration of the event outside our control. Where the event outside our control affects our delivery of the course to you, we will rearrange the course as soon as reasonably possible after the event outside our control is over.

12.3 You may cancel the contract if the event outside our control continues for longer than 12 months.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

13.1 We will use the personal information you provide to us to

13.1.1 provide the course

13.1.2 process your payment for such a course.

13.3 We will not give your personal information to other third parties unless the law either requires or allows us to do so.



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#### 14. OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may subcontract or transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights or our obligations under the contract.

14.2 **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 in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **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.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.**

These terms are governed by Scottish law. You and we both agree to submit to the non exclusive jurisdiction of the Scottish courts. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of England, you may also bring proceedings in England.