



## **New Era Training – Terms & Conditions**

### **Commitment and Accountability**

The purpose of this agreement is to ensure that you take full accountability for your investment in the training courses and mentoring programs you have signed up for. By committing to these programs, you acknowledge that achieving the desired outcomes requires dedication, active participation, and consistent effort. We are here to provide you with the tools, guidance, and support necessary to succeed, but your results will depend on your willingness to engage and apply what you learn.

### **Effort and Expectations**

Investing in property is not a passive endeavour. It demands significant effort, focus, and action-taking to achieve meaningful results. While we provide comprehensive training and mentorship to equip you for success, the responsibility to take action lies with you. The program will challenge you to step out of your comfort zone, develop new skills, and build resilience. The outcomes you achieve will be a direct reflection of the effort and persistence you bring to the program.

### **Realities of Property Investment**

Property investment is a rewarding but challenging journey. It involves risks, including the potential for financial loss as well as gain. Success in this field requires tenacity, adaptability, and the ability to navigate setbacks, especially in the initial stages. By embracing these challenges and maintaining a proactive mindset, you can unlock the long-term rewards that property investment offers. Our program is designed to help you minimize risks and maximize opportunities, but no investment is guaranteed to succeed without hard work and informed decision-making.

### **Responsibility for Results**

While we provide expert training and mentoring, the ultimate responsibility for your success rests with you. Property investing is a process that demands continuous learning, strategic planning, and action-oriented decision-making. By signing up for this program, you accept that results are not instantaneous but are the product of sustained effort over time. We encourage you to view challenges as opportunities for growth and to use the resources provided in the program to overcome obstacles.

## **Terms and Conditions for New Era Training Ltd**

### **1. Preliminary**

1.1. The headings in these terms and conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

1.2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

1.3. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.4. Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.

1.5. Unless otherwise specifically agreed in writing these terms and conditions shall apply to any Order placed by you.

1.6. In these Terms, references to liability are to include any liability whether actual, contingent, present or future.

## 2. Definitions

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

- **Agreement:** the agreement between Us in respect of our provision of Products to you.
- **Booking:** your Booking for a Seminar.
- **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.
- **Event Outside Our Control:** is defined in clause 16.
- **Excluded Services:** services, Products or investment opportunities provided direct to you by our mentors or consultants which do not form part of the arrangement between you and Us.
- **Products:** shall mean the range of services (for example seminars), digital content and goods provided under our Agreement.
- **Terms:** the terms and conditions set out in this document.
- **Seminar(s):** the Seminar(s), mentorship(s), training(s), coaching(s) and/or course(s) that We are providing to you as set out in the Booking.

**We/Our/Us:** New Era Training Ltd, 1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF. Company Number 10726625

2.2. What these terms cover. These are the terms and conditions on which We supply products to you, whether these are services, digital content or goods.

2.3. 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.

2.4. Conflicts. If any of these Terms conflict with any term of the Booking, these Terms will take priority.

### **3. Information About Us and How to Contact Us**

3.1. Who We are. We are New Era Training Ltd, registered at 1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF.

3.2. How to contact Us. You can contact Us by telephoning Our customer service team at 01684 368468 or by e-mailing Us at [rick.gannon@newerapropertytraining.co.uk](mailto:rick.gannon@newerapropertytraining.co.uk) or writing to 1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF.

3.3. 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.

3.4. "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 Booking. Our acceptance of your Booking will take place when We email you to accept it, at which point a contract will come into existence between you and Us.

4.2. If We cannot accept your Booking. If We are unable to accept your Booking, 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 Seminar or because there are no spaces left.

4.3. Your Booking Reference. We will assign a Booking reference number to your Booking and tell you what it is when We accept your Booking. It will help Us if you can tell Us the Booking reference whenever you contact Us about your Booking.

### **5. Your Rights to Make Changes**

If you wish to make a change to your Booking 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.

### **6. Our Rights to Make Changes**

6.1. Minor changes. We may make changes:

- To reflect changes in relevant laws and regulatory requirements.
- To the location of any Seminar and/or 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 shown in clause 12.

6.2. More significant changes including changes to these terms. In addition, as We informed you on Our website, 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:

- Changes in how We accept payment from you.
- Changes in relevant laws and regulatory requirements.

6.3. 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.

## **7. Providing Seminars**

7.1. When We will provide the Seminar. We will supply the Seminar to you on the date set out in the Booking unless otherwise varied by Us in accordance with clause 6.

7.2. If the contract is a one-off purchase of digital content. We will make the digital content available for download by you as soon as We accept your Booking.

7.3. Filming and Photography. Seminars may be filmed and recorded without prior notice and unless you inform Us before the Seminar begins, you will be deemed that you have given Us permission for any footage containing you to be used by Us for commercial purposes.

7.4. We are not responsible for delays outside of Our control. We will make every effort to provide the Seminar on the date(s) set out in the Booking. However, there may be delays due to an Event Outside Our Control. See clause 17 for Our responsibilities when an Event Outside Our Control happens. If Our supply of the Services is delayed by an event outside Our control then We will contact you as soon as possible to let you know and We will take steps to minimize the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact Us to end the contract and receive a refund for any Seminar you have paid for but not received.

7.5. What happens if you do not pay? If you do not pay Us for a Seminar when you are supposed to and you still do not make payment within 7 days of Us reminding you that payment is due, We may withdraw your enrolment on a Seminar with immediate effect. We will contact you to tell you this.

7.6. What rights We retain. You acknowledge that all copyright, design right, trademarks and all other intellectual property rights in all Seminar materials (including but not limited to any drafts, drawings, PowerPoints or illustrations We make in connection with such materials) are owned by Us or Our licensors.

7.7. What is not included?

- You acknowledge that We do not (nor does 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 authorized by the Financial Conduct Authority, FCA or other body to do so and as such this does not form part of the Seminar or the contract between Us.

- **We do not offer financial advice.** The information, training, and mentoring provided by New Era Training Ltd are for educational and informational purposes only and do not constitute financial, legal, tax, or investment advice. We are not authorised by the Financial Conduct Authority (FCA) and do not offer regulated financial products or advice. You should always consult a qualified financial adviser before making any investment decisions.
- 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. Any opinions expressed by our trainers, mentors, or consultants are their own and do not reflect the official position of New Era Training Ltd. You follow such opinions or guidance at your own risk.

7.8. 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 Seminar(s) to you. If so, this will have been stated 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 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 them if this is caused by you not giving Us the information We need within a reasonable time of Us asking for it.

## 8. Excluded Services

8.1. We use self-employed consultants to assist us in providing Seminars. 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.

8.2. 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.

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

8.4. 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, incur as a result of those Excluded Services.

8.5. By placing a Booking you are agreeing to waive forever 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.

## 9. Earnings Potential Disclaimer

9.1 We do not offer any guarantees regarding the earnings potential of Our Products. Every effort has been made to accurately represent Our Products and their potential. However, there is no guarantee that You will earn any money using the techniques and  
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ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using Our Products, ideas, and techniques. We do not purport any of Our Products to be a “get rich scheme”.

9.2 Any claims made of actual earnings or examples of actual results are representative of results from the individual. We do not audit or verify the accounts of the individuals. Your level of success in attaining the results claimed in Our materials depends on the time You devote to Our Seminars, ideas, and techniques mentioned, as well as Your financial situation, knowledge, and various skills. Since these factors differ according to the individual, We cannot guarantee Your success or income level, nor are We responsible for any of Your actions.

## **10. Lifetime Support Products**

10.1. Products which benefit from Lifetime support are a small number of training or publishing products which are specifically described as such at the point of sale. For the avoidance of doubt the purchase of any other product does not qualify you for this benefit.

10.2. In order to qualify for Lifetime support you must attend all live training, mentoring, masterminds or other face to face sessions included with the product. In the case of any publishing product you must meet and provide all materials by all deadlines set by us in order to qualify. Any missed attendances to such trainings or if you miss any deadlines set by us in the case of the publishing products the result will be that lifetime follow-up support will end and the period of support will revert to 12 months from the date of purchase.

10.3. The word lifetime relates only to support in the form of ongoing follow-up emails and telephone calls to assist with issues and questions that the customer may have and does not include entitlement to any other form of support, service or product.

10.4. The Maximum liability (which includes any refund or compensation) which the company will bear in relation to lifetime support products shall be limited to the amount originally paid for the product.

## **11. Failure to Attend**

If you fail to attend a Seminar but have not varied your Booking you will forfeit any amounts that you have paid for that Seminar. This covers the cost we have incurred in organizing your Booking and attendance at the Seminar. You will not receive any credits for a Seminar that has been paid for but for which you do not attend. You acknowledge that this clause does not work harshly on you.

11.1. In any event, your attendance on a Seminar must take place within 12 months of the date of sale including (but not limited to) instances where you have varied the booking date.

## **12. Your Rights to End the Contract**



12.1. You can always end your contract with Us. Your rights when you end the contract will depend on what you have booked, whether there is anything wrong, how We are performing and when you decide to end the contract:

- If what you have bought is faulty or misdescribed 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 13.
- If you want to end the contract because of something We have done or have told you We are going to do; or
- If you have just changed your mind. If you have purchased a promotional offer or a discounted course via one of our events, whilst we cannot refund your monies, we will endeavour to assist with amending your purchase to a number of alternative options. Any alternatives selected, will be subject to any additional costs being covered by you. For any online or over the telephone purchases, in line with Consumer Contracts Regulations 2013, where an amendment does not work for you, you have a legal right to have a refund in full, subject to any deductions, where the request is made in writing, within 14 days of the purchase date.

12.2. Ending the contract because of something We have done or are going to do. If you are ending the contract for a valid reason, the contract will end immediately, and We will refund you in full for any Seminars which have not been provided and you may also be entitled to compensation. Valid reasons are:

- We have told you about an upcoming change under clause 6.2 which you do not agree to.
- We have told you about an error in the price or description of the Seminar and you do not wish to proceed.
- You have a legal right to end the contract because of something We have done wrong.

12.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online or over the 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 in these terms.

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

- Digital products after you have started to download or stream these.
- Services (including Seminars), once these have been completed, even if the cancellation period is still running.
- Sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.
- Any Products which become mixed inseparably with other items after their delivery.
- Any products purchased in person and therefore not online or over the telephone.

12.5. How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- Please note that if you have purchased a committed payment plan, subscription, or coaching program as described in Clauses 14.12–14.16, your 14-day right to change your mind will **no longer apply once we confirm your place and allocate our coaching and support resources to you**. By purchasing, you agree that this advance commitment means these plans are non-cancellable and non-refundable for the agreed term, except where required by law.
- Have you purchased services or products over the internet or over the telephone? If so, you have 14 days after the day We email you to confirm We accept your Booking. However, **once We have completed the Seminar you cannot change your mind, even if the period is still running**. If you chose to withdraw once you have started a seminar, it is your responsibility to discuss the reasons for your decision with us and we will support you in the options available to you. Whilst we cannot refund your monies, we will endeavour to assist with amending your purchase to a number of alternative options, minus any deductions for costs and attendance.
- 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 Booking, or, if earlier, until you start downloading or streaming. If We delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- Have you bought goods? If so you have 14 days after the day you (or someone you nominate) receives the goods if purchased over the internet or telephone, unless:
  - Your goods 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 to change your mind about the goods.
  - Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

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

- Phone or email. Call customer services on 01684 368468 or email Us at [rick.gannon@newerapropertytraining.co.uk](mailto:rick.gannon@newerapropertytraining.co.uk). Please provide your name, home address, details of the Booking and, where available, your phone number and email address.
- By post. Print off the form below and post it to Us at the address on the form for the attention of the Customer Services or simply write to Us as that address, including the information required in the form.

## Cancellation Form

To: New Era Training Ltd

1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF

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 \* DATE.

Name of consumer(s).

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Consumer(s) Address(es)

Signature (if sent on paper)

Date

12.7. 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, post them back to Us or (if they are not suitable for posting) allow Us to collect them from you. Please call customer services on 01684 368468 or email Us at [rick.gannon@newerapropertytraining.co.uk](mailto:rick.gannon@newerapropertytraining.co.uk) for a return label or to arrange collection. If you are 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.

12.8. When We will pay the costs of return. We will pay the costs of return:

- If Products are faulty or misdescribed.
- 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 exercising your right to change your mind) you must pay the costs of return.

12.9. How We will refund you. We will refund you the price you paid for the Products and any Seminar(s) including delivery costs, by the method you used for payment. However, We may make deductions from the price, as described below.

**12.10. Deductions from refunds. If you are exercising your right to change your mind:**

- We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods caused by your handling them in a way not permitted in a shop. If we refund you before inspecting the goods and later discover you have handled them unacceptably, you must pay us an appropriate amount.
- The maximum refund for delivery costs will be the cost of delivery by the least expensive method we offer. For example, if we offer delivery within 3–5 days at one cost but you choose 24-hour delivery at a higher cost, we will only refund what you would have paid for the cheaper option.
- For services, we may deduct from any refund an amount for the supply of the service for the period it was provided, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied compared with the full coverage of the contract.
- Refunds may also be subject to an administrative fee to cover reasonable costs including payment processing and administrative labour, which will be applied as follows:
  - £10 for transactions from £10 to £199
  - £50 for transactions from £200 to £500
  - £100 for transactions from £501 to £1000
  - £150 for transactions over £1001

12.11. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- If the products are goods and We have not offered to collect them, any valid refund requests 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 evidence that you have sent the Product back to Us. For information about how to return a Product to Us, see the section above with the cancellation form attached.
- In all other cases, any valid refunds will be made within 14 days of your telling Us you have changed your mind.

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

- 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.
- You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Product(s) or Seminar(s).
- You do not, within a reasonable time, allow Us to deliver the products to you or collect them from Us.

12.13. You must compensate Us if you break the contract. If we end the contract we will refund any money you have paid in advance for products or Seminars We have not provided but We may deduct or charge you a proportion of the price based on our current charging rates depending on the date on which We end the contract, as compensation for the net costs We will incur as a result of your breaking the contract.

### **13. If There is a Problem**

13.1. How to tell Us about problems. If you have any questions or complaints about the Product, please contact Us. You can telephone Our customer service team at 01684 368468 or write to Us at rick.gannon@newerapropertytraining.co.uk or 1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF.

13.2. 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 please 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 on a price upfront, what you're asked to pay must be reasonable.
- If you haven't agreed on a time upfront, it must be carried out within a reasonable time.

13.3. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01684 368468 or email Us at [rick.gannon@newerapropertytraining.co.uk](mailto:rick.gannon@newerapropertytraining.co.uk) for a return label or to arrange collection.

## **14. Price and Payment**

14.1. The price will be set out in Our price list in force at the time We confirm your Booking. Our prices may change at any time, but price changes will not affect Bookings that We have confirmed with you.

14.2. These prices do not include VAT which will be added to the price at the current rate. If the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Seminar in full before the change in the rate of VAT takes effect.

14.3. Upon submitting a Booking, We will request a deposit from you to secure your place on a Seminar (Deposit) by way of credit or debit card. We will not accept a Booking unless We receive your Deposit. All deposit payments are non-refundable. We will send you an invoice in respect of your Booking (by email) and full payment of the balance for the Seminar will need to be made in line with the agreed payment dates, set out at time of purchase. Your rights to a refund on cancellation are set out in clause 12.

14.4. If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc or its successor 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.

14.5. We take all reasonable care to ensure that the price advised is correct. However, if We discover an error in the price specified in your Booking we will contact you to rectify it.

14.6. If We have to cancel a Booking before the start date for the Seminar, due to an Event Outside Our Control which persists or the unavailability of key personnel or key materials without which We cannot provide the Seminar are unavailable. We will promptly contact you if this happens.

14.7. You break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

14.8. We will pass on changes in the rate of VAT.

14.9. What happens if We got 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 Product'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 in Our price list, 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 recognized 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.

14.10. 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 Barclays Bank Plc or its successor 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.

14.11. 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 and We will not charge you interest until We have resolved the issue. Any queries relating to your invoice should be made within 28 days of the initial confirmation being received.

#### **14.12. Recurring Payments, Subscriptions and Payment Plans**

If you enrol in a payment plan, subscription, or pay-as-you-go option, you agree to make recurring payments as outlined during checkout or in your booking confirmation. The total cost, payment frequency, and duration of the plan will be clearly provided at the point of sale. By enrolling, you authorise us to automatically charge your chosen payment method on the agreed schedule until the total agreed price is paid in full.

Cancelling your payment method or requesting to stop future payments does not cancel your payment obligations under a committed payment plan or subscription. You remain responsible for paying the full agreed price for the entire duration of the plan, even if you

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choose to stop using the service early or ask to cancel future payments. Payment plans cannot be terminated early to avoid outstanding instalments except where required by law.

The only exceptions to this are the New Era Academy (also referred to as the New Era VIP Academy) and the New Era Graduate Program, both monthly online subscription services. These may be cancelled by providing at least 5 working days' written notice before the next scheduled payment is due, subject to any minimum commitment period described at the time of purchase. All other products, services, and programs sold on a payment plan or subscription basis are non-cancellable and must be paid in full for the agreed term.

#### **14.13. Credit Disclosure**

New Era Training Ltd is not authorised by the Financial Conduct Authority and does not offer regulated credit agreements or financial advice. Where we allow payment by instalments, this is not a regulated credit agreement and does not incur interest unless expressly stated. Any payment plan offered is for convenience only and does not constitute the provision of credit advice.

#### **14.14. Non-Cancellable Products and Commitment to Pay**

Some of our products and services are sold on the basis of a committed payment plan or subscription covering access to specific content, events, coaching, or services over a defined term. By agreeing to such a plan, you commit to paying the full agreed price for the entire duration of the plan, even if you choose to stop using the service before the end of the term. You acknowledge that you cannot terminate or cancel the payment plan early to avoid future payments. Requests to cancel future payments will not relieve you of the obligation to pay the full agreed amount. This is because your purchase reserves our limited coaching and service capacity exclusively for you once booked, regardless of actual attendance or access, except where required by law.

#### **14.15. Conditional Program Guarantee for 12-Month and 24-Month Mentorship Programs**

For certain 12-month and 24-month mentorship programs priced accordingly (this guarantee does not apply to monthly subscription plans, including but not limited to New Era Academy and New Era Graduates, even if they run for 12 months or more), we may offer a conditional guarantee of eligibility to retake an equivalent available program once more at no additional charge, subject to all of the following requirements being met in full:

- You must attend at least two property viewings per week throughout the duration of the program and maintain evidence of this activity.
- You must submit property offers on the majority of viewings attended during the program and maintain evidence of submitted offers.
- You must attend at least one approved property networking event per calendar month and provide evidence of attendance.
- You must attend all scheduled classes, live calls, or sessions included in your program.
- You must complete all assigned homework from classes or sessions on time.

- You must engage with your coach at least once per month, complete agreed actions, and maintain evidence of these actions and communications.

For the purposes of this guarantee, the “agreed learning outcome” is defined as successfully securing one property deal during the program—whether through a purchase, rent-to-rent agreement, lease option, joint venture arrangement, or securing funds from an angel investor.

The guarantee is only valid if you meet all of these requirements and provide suitable evidence acceptable to New Era Training Ltd. If you meet the above conditions in full and do not achieve the agreed learning outcome, you may be entitled to retake the equivalent or available mentoring program offered by us at that time free of additional charge.

Any retake offered under this guarantee will include a structured action plan and support designed to help you achieve the agreed learning outcome. The retake will be limited to one coaching session per month focused on reviewing your plan, identifying areas for improvement, and providing targeted guidance. It will also include continued access to group mentoring sessions, all training modules, quarterly live events (delegate fee excluded) and the WhatsApp support group.

This guarantee does not entitle you to any cash refund or financial compensation and does not override or replace any other payment obligations or cancellation terms described in these Terms and Conditions.

#### **14.16. Pausing Payment Plans or Memberships**

At Our sole discretion, we may agree in writing to pause your payment plan or membership for a limited period if you request it in advance and provide a valid reason. Any approved pause will be for a maximum of three months unless otherwise agreed in writing by us. We are not obliged to approve any request for a pause.

If you do not resume payments and participation by the end of an approved pause period, you will forfeit any right to further participation or services under that plan. No indefinite pauses will be permitted, and any attempt to resume after the approved pause period may require purchasing a new program or plan at the current price.

#### **15. Rescheduling a Booking**

If you would like to reschedule your enrolment on a Seminar from the original Seminar date, you must notify Us in writing providing Us with full details of the original date and your preferred Seminar date. We are not obliged to reschedule your enrolment but may do so at Our own discretion. You acknowledge that We may incur additional charges as a result and We will be entitled to recover these reasonable costs from you. You further acknowledge that Our ability to reschedule will depend on the availability of places and that We shall, to the fullest extent permitted by law, have no liability to you in the event that no places are available.

#### **16. Our Responsibility for Loss or Damage Suffered by You**

16.1. 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

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a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen as a result of these events 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.

16.2. 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. If defective digital content which We have supplied damages a device or digital content belonging to you We will either repair the damage or pay you compensation.

16.3. Our liability in all cases shall be limited to the Contract Price.

16.4. We are not liable for business losses. We only supply Products for domestic and private use. If you use the products for any commercial, business or re-sale purpose in no circumstances shall We be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of profit, business, contracts or revenues, business interruption, loss of business opportunity or anticipated savings, or (iii) for any special, indirect or consequential damage of any nature whatsoever.

16.5. Except for the express warranties set out above, We grant no other warranties relating to the goods or services, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute, at common law or otherwise howsoever, relating to defects in the Products, are hereby excluded; in particular (but without limitation of the foregoing) We grant no warranties (other than as provided in the warranties set out above) regarding the fitness for purpose, performance, use, quality or merchantability of the Products, whether express or implied, by statute at common law or otherwise howsoever.

## **17. Events Outside Our Control**

17.1. 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 Seminar).

17.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, 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, or failure of public or private telecommunications networks.

17.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- We will contact you as soon as reasonably possible to notify you.
- Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event

Outside Our Control. Where the Event Outside Our Control affects Our performance of the Seminar to you, We will rearrange the Seminar as soon as reasonably possible after the Event Outside Our Control is over.

17.4. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Seminar. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 12.

17.5. Any cancellation under this clause in respect of an event outside Our control shall discharge Us and you from any liability for further performance of our Agreement but shall be without prejudice to any rights or obligations which shall have accrued or become due between Us and You prior to the date of termination.

## **18. Cancellation/Termination**

18.1. Exercise of the right of termination afforded to either you or Us shall not prejudice legal rights or remedies either you or Us may have against the other in respect of any breach of the terms of our Agreement.

18.2. Any termination of our Agreement (howsoever occasioned) or the expiry thereof shall not affect the coming into force or the continuance in force of any provision hereof which is expressly [or by implication] intended to come into or continue in force on or after such termination or expiry.

18.3. Termination or expiry of our Agreement for whatever cause shall not put an end to the obligation of confidence imposed on you under Clause 22.1.

## **19. How We May Use Your Personal Information**

19.1. We will use the personal information you provide to Us to:

- Provide the Seminar.
- Process your payment for such Seminar.
- 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.

19.2. We may pass your personal information to credit reference agencies. Where We extend credit to you, We may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

19.3. We will only give your personal information to other third parties where the law either requires or allows Us to do so.

## **20. Notices**

20.1. All notices and other communications you send to Us under our Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger at the specified address during normal business hours of the recipient, and on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows:

New Era Training Ltd 10726625

New Era Training Ltd 1st Floor 27 Howsell Road, Malvern Link, Malvern WR14 1TF. For the attention of: Managing Director

## **21. Entire Agreement**

Our Agreement constitutes the entire agreement between Us and you and supersedes and invalidates all other commitments, representations, promises, understandings, and warranties relating to the subject matter hereof which may have been made by either Us or you orally or in writing prior to the date of our Agreement, and which shall become null and void from the date our Agreement is signed.

## **22. Other Important Terms**

22.1. You will take all proper steps to keep confidential all Confidential Information which is disclosed to you or obtained by you pursuant to or as a result of our Agreement, and will not divulge the same to any third party except to the extent that any such Confidential Information becomes public through no fault on your part.

22.2. Notwithstanding the provisions in clause 21.1 you shall be entitled to make any disclosure required by law, by a court or tribunal of competent jurisdiction or by any governmental or other regulatory authority.

22.3. Upon termination of our Agreement, you will return to Us any written data (without retaining copies thereof) provided for the purposes of our Agreement.

22.4. Notwithstanding the termination or expiry of our Agreement for whatever reason the obligations and restrictions in clause 21.1 above shall be valid for a period of five years from the date of our Agreement.

22.5. Each provision of this Clause is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding the termination of this Contract.

22.6. No action may be brought under our Agreement more than two years after its termination or, in the event of default by Us or you, more than two years after such default has come to the notice of the other party.

22.7. Amendment: These Terms may be amended or modified in whole or in part at any time by an agreement in writing signed by a partner, director or other officer of Ours.

22.8. Nothing contained in our Agreement shall be so construed as to constitute either us to be the agent of the other.

22.9. Our Agreement shall not operate so as to create a partnership or joint venture of any kind between Us and you.

22.10. Time shall be of the essence of our Agreement, both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with our Agreement or by agreement in writing between Us and you.

22.11. We may transfer our agreement to someone else. We may transfer Our rights and obligations under these Terms to another organization, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. Which laws apply to this contract and where you may bring legal proceedings. These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

22.17. Mediation: We and you agree to use our best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to our Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations between us we agree to refer the matter to a mediator to be agreed between us and in the absence of agreement between us to a court of competent jurisdiction.

### **Financial Advice Disclaimer**

23.1. New Era Training Ltd does not provide financial advice.

23.2. Our courses, seminars, digital content, and coaching services are intended to provide educational information only and should not be interpreted as advice to invest, lend, or enter into any financial arrangement.

23.3. You are solely responsible for your financial decisions, and we strongly advise you to seek independent professional advice from a regulated financial adviser, accountant, or solicitor before acting on any information provided.

23.4. New Era Training Ltd is not regulated by the Financial Conduct Authority and does not offer any regulated financial services.