

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services, goods and digital content to you (our "**products**").

1.2 Why you should read them. Please read these terms carefully before you submit your order 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, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

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

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

2. Information about us and how to contact us

2.1 Who we are. We are Mason White Productions Limited a company registered in Scotland. Our company registration number is SC607450 and our registered office is at C/O Morton Fraser LLP, 4th Floor, 1 West Regent Street, Glasgow, Scotland, G2 1RW. Our registered VAT number is GB 306 1969 02.

2.2 How to contact us. You can contact us by telephoning us at +44 () 141 639 9170 or by emailing us at hello@themasonwhites.com or by writing to us at Mason White Productions Limited, 32 Rosegarth Drive, Newton Mearns, Glasgow, East Renfrewshire G77 6WF.

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 order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Your rights to make changes

If you wish to make a change to the product you have ordered 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 of the product, 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 to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

These changes will not affect your use of the product.

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

6. Restrictions on use of digital content

6.1 You agree that you will:

- (a) not rent, lease, sub-license, loan, provide, or otherwise make available, our digital content in any form, in whole or in part to any person without prior written consent from us;
- (b) not copy our digital content, except as part of the normal use of the digital content;
- (c) not translate, merge, adapt, vary, alter or modify, the whole or any part of our digital content;
- (d) comply with our Acceptable Use Policy; and
- (e) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of our digital content nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the digital content to obtain the information necessary to create an independent program that can be operated with another program provided that the information obtained by you during such activities is not used to create any software that is substantially similar in its expression to our digital content.

6.2 All intellectual property rights in our digital content, goods and services throughout the world belong to us (or our licensors) and the rights in our digital content, goods and services are licensed (not sold) to you. You have no intellectual property rights in, or to, our digital content, goods and services other than the right to use them in accordance with these terms. You must not infringe our intellectual

property rights or those of any third party in relation to your use of our digital content, goods and services.

7. Providing the products

7.1 When we will provide the products. During the order process we will let you know when we will provide the products to you.

- (a) **If the products are in relation to our one to one mentoring service (or any other mentoring service we may provide) ("1 to 1 Mentoring Service").** We will supply the services and/or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- (b) **If the products are in relation to our mastermind discussion group (or any other discussion group service) (the "Discussion Group").** We will supply the services and/or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- (c) **If the products are in relation to a one-off purchase being either our *Step into Your Power and Be Bold Workshop* or any other workshop we may provide (the "Workshop").** We will supply the services and goods to you until the services are completed.

7.2 We are not responsible for delays outside our control. If our supply of the products 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 minimise 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 products you have paid for but not received.

7.3 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

7.4 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than three months we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than three months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.5 Access to external online third party forums. In order for you to access some of our services we may require you to register with an external online third-party provider (such as Facebook or Zoom). This will be made clear to you prior to placing your order. You will be subject to that third party's terms and conditions and privacy policy therefore you are responsible for ensuring you accept and can comply with any third party terms and conditions. We will be the administrator of any forums or online meetings hosted by a third party service provider however we do not have ultimate control

over the provision and use of these forums. We do not accept any responsibility for any issues, faults or viruses you may experience whilst accessing any external online third party forums.

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 bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), **see** clause 12 if you are a consumer;
- (b) **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;
- (c) **If you are a consumer and have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but 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 (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online 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.

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

- (a) digital products after you have started to download or stream these (for a one-off purchase of digital products);
- (b) services if you change your mind after the 14 day cancellation period. The 1 to 1 Mentoring Service and the Discussion Group run for a minimum period of 6 months during which the customer cannot cancel;
- (c) services, once these have been completed, even if the cancellation period is still running; and

- (d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.

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

- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started providing the services (and it is still within the 14 days of acceptance of your order), you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please email us at hello@themasonwhites.com

9.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of you telling us you have changed your mind.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a product 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 30 days of us reminding you that payment is due.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause [10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract as compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone us at + 44 () 141 639 9170 or email us at hello@themasonwhites.com or write to us at Mason White Productions Limited, 32 Rosegarth Drive, Newton Mearns, Glasgow, East Renfrewshire G77 6WF

12. Your rights in respect of defective products if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content or goods**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause [8.3](#).

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause [8.2](#).

13. Price and payment

13.1 **Where to find the price for the product.** The price of the product (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause [13.3](#) for what happens if we discover an error in the price of the product you order.

- (a) **If the products are in relation to the 1 on 1 Mentoring.** We will supply the services to you for a minimum of six months.
- (b) **If the products are in relation to the Discussion Group.** We will supply the services to you for a minimum of six months.
- (c) **If the products are in relation to the Workshop.** We will supply the services and goods to you once on the date of delivery.

- 13.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 13.4 When you must pay and how you must pay.** We accept payment with Mastercard and Visa debit and Credit Cards. When you must pay depends on what product you are buying:
- (a) For **digital content**, you must pay in full for the products before you download them.
 - (b) For **services**, you must pay for the services before we start providing them as follows:
 - (i) For **1 to 1 Mentoring** and the **Discussion Group** you can either pay the full amount in advance or we will invoice you monthly in advance.
 - (ii) For **the Workshop**, you must pay in full in advance.

Services will only be delivered once payment has been received.

We do not store credit or debit card information. If you use a credit or debit card to make a payment you will be passed securely to our payment provider (Stripe) who will then ask you to provide your credit or debit card details.

- 13.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 13.6 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 the Bank of Scotland 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.
- 13.7 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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you if you are a consumer

- 14.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us 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 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.

- 14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights in relation to the products as summarised at clause 12.1.
- 14.3 When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.4 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.
- 14.5 Our services are not intended to replace direct consultative advice as provided by a specialist in the financial or legal sector.** We advise that if you require legal or financial advice you engage the services of a professional advisor. We will not be held liable for any loss, claim or damage arising out of any reliance placed on our services with regard to legal or financial advice.
- 15. Our responsibility for loss or damage suffered by you if you are a business**
- 15.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 15.3 Subject to clause 15.1:
- (a) we shall not be liable to you, whether in contract, negligence, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, negligence, breach of statutory duty, or otherwise, shall be limited to £100,000.
- 15.4 Our services are not intended to replace direct consultative advice as provided by a specialist in the financial or legal sector.** We advise that if you require legal or financial advice you engage the services of a professional advisor. We will not be held liable for any loss, claim or damage arising out of any reliance placed on our services with regard to legal or financial advice.
- 16. How we may use your personal information**
- 16.1 How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy.

17. Other important terms

- 17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 **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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4 **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.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by Scots law and you can bring legal proceedings in respect of the products in the Scottish courts. If you live in England or Wales you can bring legal proceedings in respect of the products in the Scottish, English or Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the Scottish courts.
- 17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland and the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.