

Schwaiger's Terms of Business

1. About us

Lucas Crumb, trading as Schwaiger's of registered office 49 Hawthorn Close, Takeley, Essex, CM22 6SD

2. These terms

- 2.1. These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 2.2. For the purposes of these terms, you are a '**consumer**' if you are buying services from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a '**business customer**' if you are buying services from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.
- 2.3. Any reference to '**we**', '**us**' or '**our**' in these terms is to Lucas Crumb trading as Schwaiger's, and any reference to '**you**' or '**your**' is to the person placing an order on our site.
- 2.4. You must be at least 18 years old and a resident of the UK to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.
- 2.5. We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 2.6. Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.
- 2.7. Your use of our site is governed by our Website Terms of Use available to inspect on our website.
- 2.8. Any reference to '**services**' in these terms includes, but is not limited to the services of business consultation, personal mentorship, unreserved generic legal advice, educational tools for learning to invest, copy writing services and ad-hoc requests collateral thereto.

3. Orders

- 3.1. Please check your order or subscription carefully and correct any errors before you submit it to us.
- 3.2. After you place your order or subscription, we will send you an acknowledgment email to let you know that we have received your order or that your subscription has been submitted. This does not mean that your order or subscription has been accepted by us. Your order or subscription is an offer to buy services from us on these terms.
- 3.3. Acceptance of your order or subscription by us takes place when we send you an order or subscription confirmation email, at which point a legally binding contract is formed between you and us on these terms.

- 3.4. If we do not accept your order or subscription, for example because we are unable to take payment, the services are unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the services, we will email you using the details you provided when you placed your order. We have the right to reject any order or subscription for any reason.

4. Availability

All orders and subscriptions are subject to availability. We cannot guarantee that any service will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain services. If this happens and it affects your order or subscription, we will notify you by email, cancel your order or subscription and provide you with a refund of any advance payments made by you for any services that have not yet been provided.

5. Making changes to your order

If you would like to make any changes to your order or subscription after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

6. Providing services

- 6.1. Descriptions of our services are set out on our site and include one-off purchases or subscription services.
- 6.2. We will use reasonable endeavours to provide the services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process but reserve the right to make amendments to the dates and / or times that those services are carried out.
- 6.3. For services provided over a period of time, any completion dates stated during the order process, or in your acknowledgment or confirmation emails, are estimates.
- 6.4. The services are only available online.
- 6.5. We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control or if we have to cancel the services for any reason.
- 6.6. Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. If the services are delayed by more than 14 days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a refund of any advance payments made by you for any services that have not yet been provided.
- 6.7. We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to provide us with adequate instructions or information to allow us to perform the services or fail to book the services.
- 6.8. If you are a consumer, the services are provided to you for your domestic and personal use only. You must not use our services for commercial or business purposes.

- 6.9. If you are a business customer, you confirm that you are purchasing the services for the purposes of your named business only and not for or on behalf of any third party.
- 6.10. The services of general legal guidance and the preparation of contractual templates are not being undertaken in the capacity as a regulated practicing solicitor authorised and governed by the Solicitors Regulation Authority, unless otherwise expressly stated. The services provided qualify as unreserved legal services and you agree that we are not holding out as a firm of solicitors.
- 6.11. The services titled 'Investment Insights' are purely for educational purposes and do not constitute as anything other than as educational material. We are not regulated by the FCA and do not provide any personal investment advice. The matters we discuss are purely topical and not personalised. All of the Investment Insight has been created in the opinion of the author and shares views of current affairs. We cannot and will not make any claims or guarantees as to earnings or otherwise. The advice is purely speculative and you are instructed to take your own views or seek professional advice on the educational content that we share or create.
- 6.12. Orders or subscriptions can be managed in your account centre on our website.

7. Prices

- 7.1. Prices for our services are set out on our site. All prices are in pounds sterling (£)(GBP). VAT may be applied or become including within the price of the relevant service.
- 7.2. Prices for our services may change at any time. Except as set out in clause 8.3 below, such changes will not affect existing orders.
- 7.3. If there has been an error on the site regarding the pricing of any of our services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

8. Payment

- 8.1. We accept the payment by debit or credit card where supported. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 8.2. Payment is made for the service in advance and for the duration of the service. Some services are paid by way of subscription and automatically recur, unless cancelled. Some services may only be cancelled after the expiry of the fixed period stated on the relevant service.
- 8.3. Payment for standalone services is made in advance and is non-refundable once the performance of the service has commenced.

9. Cancellation rights

- 9.1. Subject to the remainder of this clause you have 14 days from the date of your order confirmation email to change your mind and cancel your order.
- 9.2. We will not provide any services during the 14-day cancellation period unless you request for us to do so by booking a session with us during those first 14 days from when you place your order. We are under no obligation to accept your request.

- 9.3. If you request for us to start providing services during the 14-day cancellation period and we agree to do so, this will impact your cancellation rights as follows:
- 9.3.1. you lose your right to cancel once the services are fully performed and will not be entitled to a refund even if the cancellation period has not expired;
 - 9.3.2. if the services have not been fully performed, you will be required to pay for the services we provided up to the time that you told us that you want to cancel.
- 9.4. You can cancel your order or subscription at any time (to take effect on the next billing date) in the account centre on our website. If you are having difficulties, please email us immediately and we will cancel your order or subscription for you promptly.
- 9.5. We will provide you with a refund as soon as possible for standalone services which have not taken place (excluding subscription services). If you cancel a subscription, you will not receive a refund but will not be charged for further billing periods, for example the next billing month.
- 9.6. Refunds will not be permitted for orders that have been completed.
- 9.7. We will issue your refund to the same payment method you used when you placed your order.

10. Faulty services

- 10.1. We must provide the services to you with reasonable care and skill.
- 10.2. If a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.
- 10.3. If there is a problem with a service we have provided to you, please contact us as soon as reasonably possible.
- 10.4. We give no warranties and make no representations in relation to the services being able to achieve you any particular results. The services we offer are individual and we cannot be held liable for not meeting your expectations as to positive or negative results.

11. Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

12. Our liability

- 12.1. Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the services.
- 12.2. We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:
- 12.2.1. consequential, indirect or special losses; or
 - 12.2.2. any of the following (whether direct or indirect):
 - (a) loss of profit;

- (b) loss of opportunity;
- (c) loss of savings, discount or rebate (whether actual or anticipated); or
- (d) harm to reputation or loss of goodwill.

12.3. Nothing in these terms will limit or exclude our liability for:

12.3.1. death or personal injury caused by negligence;

12.3.2. fraud or fraudulent misrepresentation; or

12.3.3. any other losses which cannot be excluded or limited by law.

13. Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available on our website, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

14. No third party rights

No one other than us or you has any right to enforce any of these terms.

15. Governing law and jurisdiction

The laws of England and Wales apply to these terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Our right to terminate

16.1. We reserve the right to terminate the services in the event that:

16.1.1. You fail to pay for the services when required to do so

16.1.2. You fail to perform any part of the services when required to do so

16.1.3. Your conduct prevents us from undertaking the services in an appropriate manner or causes or could reasonably cause us to breach these terms with you.

16.2. If we terminate the services pursuant to clause 16, we reserve the right to withhold any advance payment made for any services which have not yet commenced or have been delivered.

17. General terms

17.1. You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

17.2. If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

17.3. If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.