

Pinson Brown Financial Coaching Services

These terms and conditions apply to all clients of our services

These terms and conditions may have changed since you last viewed them.

Where to find information about us and our services

These legal terms are between you and Pinson Brown Financial Coaching and you agree to them by agreeing to proceed with our services either in writing, through positive opt-in e.g. a tick box or other written means. You must be over 18 years of age and a UK resident to use our services.

You should read this along with our Data Privacy Notice which can be found in our Privacy Policy. (Found on our website) pinsonbrown.com

How to Contact us

If at any time you have any questions or need to get in touch with us for any reason, please contact your coach by emailing them directly, or alternatively at: support@pinsonbrown.com

How we'll contact you

Due to us being based in England, we'll contact you in English and wherever possible we will send you any agreements, statements or other notices electronically by email or online notification through your CashCalc online portal . There may be scenarios where we will need to phone you or write to



you at your home address. If any of your contact details change, including your contact details, you must let us know as soon as possible.

Our coaching services

Disclaimer Regarding Financial, Tax, and Investment education

Pinson Brown and its coaches shall not at any time recommend or endorse specific financial products or services, advise on the purchase or sale of particular investments, or engage in any activity constituting regulated financial planning.

All guidance and information provided by Pinson Brown is for informational and educational purposes only and does not constitute financial advice. Pinson Brown and its coaching services are not regulated by the Financial Conduct Authority. In the event that Pinson Brown determines that you may require regulated financial advice, you will be advised of the reasons for this determination. It is your sole responsibility to verify the accuracy and suitability of any financial advice obtained from a third-party advisor.

Furthermore, Pinson Brown does not offer tax or accounting advice. You retain full responsibility for the management of your tax affairs, and Pinson Brown shall not be held liable for any outcomes related to your tax obligations.

Pinson Brown does not provide specific investment advice. You maintain full responsibility for the management and performance of your investments, including but not limited to those held in Pensions (SIPP or other pension types), Stocks and Shares Individual Savings Accounts (ISAs), and other investment vehicles or accounts.



By engaging with Pinson Brown's services, you acknowledge and accept sole responsibility for all financial decisions and actions taken.

Referrals to third parties

In instances where you require advice outside the scope of our service, we will try to refer you to a third-party who may be able to help. We will endeavour to source an appropriate third-party to support your requirements however, we accept no responsibility for the advice offered by the third-party and you are wholly responsible for verifying any advice.

Pinson Brown makes no warranties or representations, express or implied, regarding the quality, suitability, or competence of any third party to whom it refers. Pinson Brown shall not be liable for any damages, losses, or expenses arising from the use of, or reliance upon, any such third party. You acknowledge that you are solely responsible for conducting your own due diligence and research before engaging any third party, and hereby release Pinson Brown from any and all liability in connection therewith.

When you buy from Pinson Brown Financial Coaching you are agreeing that:

1. Sometimes we are unable to offer our service.
2. We request payment in full at least 5 days prior to commencement of services.
3. We reserve the right to charge interest on late payments.
4. We reserve the right to pass on increases in VAT.
5. We're not responsible for delays outside our control.
6. You're responsible for making sure your information is accurate.



7. We reserve the right to charge you if you don't give us information we need or do preparatory work as agreed with us.
8. You have a legal right to change your mind .
9. You can end an on-going contract (find out how).
10. You have rights if there is something wrong with your service.
11. We can change services and these terms.
12. We can suspend supply (and you have rights if we do).
13. We can withdraw services.
14. We can end our contract with you.
15. We don't compensate you for all losses caused by us or our services.
16. We use your personal data as set out in our Privacy Notice.
17. You have several options for resolving disputes with us.
18. Our intellectual property.
19. Other important terms apply to our contract.

1. Sometimes we are unable to offer our services

Sometimes we are unable to offer you our service, if we conclude that it is not appropriate or in the best interests of both you and us to work together. When this happens, we let you know as soon as possible and refund any sums you have paid.

2. We request payment in full at least 5 days prior to commencement of services

However, for some services we take payments at regular intervals, which will be explained to you during the order process and by your coach if this type of service agreement is accepted and provided.



On-going services will be remunerated by you through one of two methods. Firstly, an annual payment via direct debit, offered at a marginally reduced rate, which rate is subject to alteration at our discretion. Both the standard monthly price and the aforementioned discount are subject to change. Alternatively, you may opt for monthly payments, also facilitated through direct debit.

3. We reserve the right to charge interest on late payments

If we're unable to collect any payment you owe us we reserve the right to charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

4. We reserve the right to pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in VAT rate takes effect.

5. We are not responsible for delays outside our control

If our supply of your service is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any services you have paid for in advance, but not received.



6. You are responsible for making sure your information is accurate

If we've asked you for information to provide a service to you, you are responsible for making sure that information is accurate and correct.

This is important because incorrect information may impact the level of service provided. We are not responsible for incorrect information being used in any services we offer or third party services we use, this includes and is not limited to the CashCalc cashflow forecasting tool.

7. We reserve the right to charge you if you don't give us information we need or do preparatory work as agreed with us

We reserve the right to charge you additional sums if you don't give us information, we've asked to enable us to provide financial guidance, or if you don't do preparatory work to prepare for the services, as agreed with us.

You are responsible for promptly providing all necessary information, reviewing materials provided, asking questions if something is unclear, and making your own independent decisions.

8. You have the legal right to change your mind.

8.1 Your legal right to change your mind. For most of our services, you have 14 days after the date we confirm you are signed up to our services to change your mind about a purchase, but:



- You lose the right to cancel any services when it has been completed (and you must pay for any services provided up to the time you cancel).

8.2 How to let us know and what happens next. If you change your mind, please contact us at support@pinsonbrown.com. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

9. You can end an on-going contract

We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us at: support@pinsonbrown.com.

10. You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact us as support@pinsonbrown.com. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights

If your product is services, for example a Progress Partner or Make my Financial Life Plan, the Consumer Rights Act 2015 says:



19. 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 do this.

20. If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

21. If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

11. We can change services and these terms

11.1 Changes we can always make. We can always change a service:

- To reflect changes in the relevant laws and regulatory requirements; and
- To make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

11.2 **Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the service or these terms, but if we do so we'll notify you and you can then contact us at support@pinsonbrown.com to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received:

- We will make every effort to maintain access to the specific coach you have worked with, but if your coach becomes unavailable, we will try to offer you an alternative.



- Annual price increases, where they apply to the services you have signed up for, as described during the order process. **We reserve the right to increase prices of our services at any time and at any rate,** we'll notify you and you can contact us at support@pinsonbrown.com to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.
- Changes in the amount of virtual sessions included in any of our services. Whether updating terms to on-going contracts and or our other services.

12. We can suspend supply (and you have rights if we do)

12.1 We can suspend the supply of a service. We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service (see We can change services and these terms).

12.2 **We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service we adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 2 months you can contact us at support@pinsonbrown.com to end the contract and we'll refund any sums you've paid in advance for services you won't receive.



13. We can withdraw services

We can stop providing a service. We let you know at least 1 month in advance and we refund any sums you've paid in advance for services which won't be provided.

14. We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example, financial information;
- you require advice or guidance which is outside the scope of our services.

15. We don't compensate you for losses caused by us or our services

15.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we supplied the service meant we should have expected it (so, in the law, the loss was unforeseeable).



- **Caused by a delaying event outside our control. Force Majeure.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control. This includes and is not limited to, pandemics, natural disasters, governmental actions, technology failures beyond reasonable control.

- **Avoidable.** Something you could have avoided by taking reasonable action, including following our guidance.

15.2 Pinson Brown, its coaches, employees, and affiliates shall not be held liable, at any time and under any circumstances, for any investment performance, outcomes, or results experienced by you. You acknowledge and agree that all investment decisions, actions, and associated risks are solely their responsibility.

Pinson Brown and its coaches do not provide investment advice tailored to your individual needs. Any information, education, or examples provided regarding investments are solely for general informational and educational purposes and do not constitute as financial or investment advice. You are solely responsible for conducting their own due diligence, research, and seeking advice from qualified professionals before making any investment decisions.

You hereby release and forever discharge Pinson Brown, its coaches, employees, and affiliates from any and all claims, demands, damages, losses, liabilities, costs, and expenses arising directly or indirectly from the use of, or reliance upon, any information or services provided by Pinson Brown, including but not limited to those related to investments, financial decisions, or any other actions taken by you.



16. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice:
([Privacy Notice Link](#))

17. You have several options for resolving disputes with us

17.1 **Our complaints policy.** We (compliance@pinsonbrown.com) will do our best to resolve any problems you have with us or our services. You should contact us with details of your complaint and you will receive an initial response within 2 business days.

17.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

17.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

18. Our Intellectual property

All materials, content, methodologies, and resources provided by Pinson Brown Financial Coaching during the course of the coaching engagement, including but not limited to presentations, worksheets, templates, and any other intellectual property, shall remain the exclusive property of Pinson Brown Financial Coaching. You are granted a non-exclusive, non-transferable,



revocable license to use such materials solely for their personal, non-commercial use. You shall not copy, reproduce, distribute, modify, display, perform, publish, transmit, or create derivative works of any such materials without the express prior written consent of Pinson Brown Financial Coaching. Any unauthorized use of the materials shall constitute a breach of these Terms and Conditions and may result in legal action.

19. Other important terms apply to our contract

19.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

19.2 You can only transfer your contract with us to someone else if we agree to this. We may not agree if the new recipient has different information and requirements for financial coaching.

19.3 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

19.4 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

19.5 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

