



# THE PROPERTY INVESTOR PA.COM

"Hands On" professional help with your property business

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## TERMS & CONDITIONS OF SERVICE

### 1. Privacy

All information you provide will be kept on our secure and private database and will not be shared, sold or passed on to any third parties for any purpose unless you ask us to do so – you have my word.

### 2. Confidentiality & Integrity

Clearly the leads and other data connected to your business that you provide to us can be of a potentially valuable, sensitive, and/or confidential nature. We fully appreciate this and will always endeavour to carry out our responsibilities in a professional manner and respect your right to confidentiality at all times. By way of reassurance, our reputation depends on our ability to be trusted by our customers.

### 3. Due Diligence

Where you are entitled to this service, we aim to carry out the due diligence in a professional, timely, and thorough manner at all times. However, it must be noted that Errors and Omissions are excepted and it is ultimately up to you to satisfy yourself that a deal stacks up before you commit to it. If in doubt please consult your broker, accountant, solicitor or other professional/expert.

Every Investor will place different emphasis on different aspects of the due diligence process and different data sources. We will endeavour to work with you to learn your preferences and respond to them but cannot guarantee this.

### 4. Telephone qualification

Where you are entitled to this service, we aim to carry out the telephone qualification process in a professional, timely, and thorough manner at all times. However, it must be noted that Errors and Omissions are excepted and it is ultimately up to you to satisfy yourself that a deal stacks up before you commit to it. If in doubt please consult your broker, accountant, solicitor or other professional/expert.

We shall try a minimum of 10 times over a maximum of 7 days to get hold of a vendor by telephone, plus 1 email attempt if email address is known. We will then send them one letter asking them to contact us.

When we do make contact, we shall endeavour to obtain a high level of data from each vendor when we call. However, as we cannot guarantee the co-operation and willingness of the vendor to respond to our questioning and probing, it will not always be possible to provide a high level of data. Indeed some leads will be outright timewasters whilst others will clearly not be motivated enough. By instructing us to carry out a Telephone Qualification you authorise us to represent you and accept our judgement, which is based on

- a) the co-operation or not of the vendor at the time of the call
- b) the information that they provide to us or
- c) assumptions based on the overall information that is available

### 5. Service Levels

Speed and accuracy of service is a key element of our offering. Accordingly we will always aim to process all standard enquiries and requests within 24 hours Mon – Fri unless otherwise agreed with you. As a general rule of thumb, leads received before 3.30pm will be contacted that day. Leads received after 3.30pm may not be called until the following day.

Please note that whilst we DO work evenings and weekends, this is mainly to make calls to vendors that we have been unable to contact during the day/week, and we do not guarantee to immediately qualify any leads sent to us on a Friday afternoon or over the weekend. If sending us an urgent lead after 3.30 on a Friday afternoon, please remember that we cannot guarantee to action it until Monday

morning and we accept no responsibility for deals considered lost by virtue of a delay in contacting a vendor.

Like any service industry we cannot control all aspects of our business, specifically:

- The availability and speed of internet connections
- The accuracy and availability of the data provided on websites
- Other unforeseen IT difficulties

In addition, there are likely to be peaks and troughs like any business although we will always endeavour to provide an acceptable and consistent level of service.

At all times we will endeavour to manage your expectations by communicating with you regarding any backlogs or other issues that may affect our ability to provide our normal efficient service.

## **6. Service Availability**

For those wishing to join our service, please note that we can only support a limited number of investors if we are to maintain a high level of service. Accordingly we do not have to accept every application, although we will always strive to do so if possible.

Once using our services, please note that we cannot be held responsible for any delay, errors or omissions caused in part or whole and either directly or indirectly as a result of our inability to continue with our service due to the temporary or permanent loss of third party services such as internet connections, telephone lines or the like or for any other reason whatsoever.

## **7. Charges**

Our charges will apply as stated on our website or as agreed in writing with you. You will be invoiced via email at the end of each month for services used or packages agreed. Payment can be made to us by online banking transfer, or Paypal only. We generally do not accept payment by cheque. Because of the charges levied to us by Paypal, payments made to us via Paypal will incur a minimum monthly charge of £10 but this figure may be higher depending on the amount involved. See table below. Cashflow is as important to us as it is to you, and is vital to our ability to pay our staff and other operating costs. For this reason, and the fact we invoice in arrears for work done, we need your agreement that you will pay your invoice strictly within 7 days or a late fee applies in line with the table below:

- Payment by electronic banking direct to our account - £nil charge
- Payment by Paypal - £10 min charge (or 3.4% of invoice amount if higher - as per amount paypal charges us)
- Payment by cheque where you physically pay the cheque into our account within 7 days of the invoice - £10 charge
- Payment by cheque where you post the cheque to us to bank - £25 charge
- If payment has not reached us within 10 days of our invoice - £20 late charge will be applied the following month

## **8. Success Fees**

Many of our services have a low up front fee to help your Cashflow, and then attract a Success Fee due to ourselves when a deal is completed. Full details are available in your brochure. Most of our services are loss leaders and the success fees are where we make our profit – so we only succeed when you do and as such we have a vested interest in you doing well. However this set up relies on your integrity and honesty at all times. You therefore agree to keep us regularly updated with the progress of leads that we have qualified or otherwise worked on for you. We reserve the right to make any and all enquiries to establish if any success fees are due to us. We also reserve the right to apply a DOUBLE success fee for any case where you have not informed us of the deal completing and have had to be chased by ourselves.

**IMPORTANT NOTE:** Because we only make our money on success fees, it is important that we are only working with like-minded people that we can trust and have a relationship with. For this reason you remain responsible for the success fee for any and every lead/deal you ask us to work on. We do not encourage passing of the leads we qualify onto third party investors because we do not have a relationship with the new investor and so cannot pursue or control the collection of success

fees due. Whilst we accept that all investors will need to pass some leads on from time to time, please note that if you are looking to pass on any more than 10% of your leads to other parties then our service is NOT for you. If you feel you may have a proposition outside of these criteria that may be of interest to us then we will be happy to consider each application on its merits.

### **9. Initial Application Fee**

Every New client is now asked to pay a non-refundable application fee of £45 to cover the admin and time involved in assessing and processing each application. Typically you will be contacted within 3 working days to discuss your application in person.

### **10. Our Goal**

Our aim is simple: To do what we say we will, when we say we will whenever possible, in support of your goals. Being humans, of course sometimes things may go wrong from time to time. Whilst we will do all we can to avoid this, if problems do occur all we ask is that you please give us the opportunity to do all we can to put things right

### **11. Cancellation of the Service**

By You – You may cancel the service at any time by contacting us by letter or email. Naturally we will be sorry to see you go, but you are welcome back at any time. We do not require any set notice for general account cancellation (see NPI Leads for separate terms), but please remember that due to the individual time and set up costs involved in setting up your account with us, and the investor friendly pricing structure that we operate, we operate a strict no refunds policy. Any exceptions to this will be at the sole discretion of the Management only.

By Us – We reserve the right to cancel any customer account at our discretion and without warning. Such action would normally only be taken in examples such as the following (but not limited to) this list only....non payment, non-co-operation, breakdown of working relationship or trust and breach of Terms & Conditions

### **12. Additional Services**

In some instances there are additional charges for our services. These include but may not be limited to the following:

Customers may avail themselves of the Meet with vendor, Meet The Vendor PLUS, Meet the Surveyor or our Negotiating service for an additional charge – please check our latest brochure available from our website for the most up to date charges that will apply. Individual quotations can be given prior to any vendor meeting, for variable items such as travel expenses involved.

When instructing us to 'Meet The Surveyor', you understand and accept that

- We cannot guarantee to be able to influence any desired valuations or rental figure
- We cannot guarantee that we will in fact meet with the surveyor due to reasons beyond our control such as a surveyor turning up early for example.

We will always do our best to avoid problems in this difficult area but by instructing us you accept the potential problems that we cannot control and agree to pay our fees for attempted meetings that we adhered to regardless of the outcome

**NPI Leads** - Where you subscribe to this lead sourcing service we offer, you agree:

- That the initial joining period will be subject to a minimum commitment of 3 months.
- Notice to withdraw from the scheme from then on is one month and notice must be given in writing.
- That finder's fees are set at 2% per completed deal
- That agreeing a lower level of finders fee is totally at our discretion and agreement must always be obtained in writing.
- That you have a duty to keep us updated promptly at the end of each month on the progress of the leads provided including a reason for a deal not being possible.
- That you will not look to pass on any more than 10% of leads without our knowledge and agreement in writing.

- That you will at all times remain responsible for any and all finders fees related to leads provided – regardless of passing a lead to a third party.
- That failure to provide timely updates, failure to pay an invoice within 7 days and failure to advise of a completed deal will result in membership of the NPI Leads Club being terminated without warning or notice

### **13. Miscellaneous**

This service is aimed at the UK property investment market and all terms of reference refer to this area of investment only. If your investment market is not UK based then this service is not for you.

Please note that if you pass on any lead or deal that we have been involved in you may not advertise our involvement without our prior written permission.

***The Real Small Print: Sorry but every business has it.....***

**14. Disclaimer of Warranty and Liability**

The following provisions may be curtailed or disallowed by the laws of certain jurisdictions. In such case, the terms hereof are to be read as excluding or limiting such term so as to satisfy such law.

We do not represent or warrant that the information accessible via our website, marketing materials or services is accurate, complete or current. We have no liability whatsoever in respect of any use which you make of such information.

The information and services provided by us has been provided in good faith and has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Whilst we make all reasonable attempts to exclude viruses from the website, we cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading information or images from our website.

Similarly, whilst we make all reasonable attempts to carry out all research conducted on your behalf in a thorough and accurate manner, we cannot guarantee the accuracy of any information and you are advised to carry out your own due diligence, or consult a suitable professional for advice before deciding whether to proceed with any property purchase or utilising any services that we may pass details to you about.

All warranties, express or implied, statutory or otherwise are hereby excluded.

Neither we nor any of our employees or affiliated entities will be liable for any kind of damages and howsoever arising including, without limitation, loss of profits, compensatory, consequential, direct, exemplary, incidental, indirect, punitive or special, damages or any liability which you may have to a third party, even if we have been advised of the possibility of such loss.