

## TERMS AND CONDITIONS

These Terms and Conditions (the "Terms") govern the relationship between us and you. Please read these terms carefully.

Trading with Topproperty Lettings Ltd is subject to these Terms and Conditions. References to "we", "us" and "our" are references to Topproperty Lettings Ltd (T/A Topproperty Student Homes, Topproperty Lettings, Topproperty Residential and Student Lettings and Topproperty Investment Solutions).

The terms "you", "your" and "investor" refer to any individual, company or business to whom we provide our services by any means including, but not limited to, email, telephone, face-to-face contact, postal correspondence or via our website [topproperty-services.com](http://topproperty-services.com)

We provide a non-advised property information and property sourcing service for property and property related goods and services in the UK hereon referred to as the "Service" or "Services".

### **Registering your details with us**

We are only able to keep you fully informed on current and future opportunities if the details that you provide at registration are complete and correct. Please inform us immediately of any changes to your information by sending an email to [simon.topp@topproperty-services.com](mailto:simon.topp@topproperty-services.com) or telephoning us on 0800 0112277.

### **Information provided by us**

We provide information about investment opportunities in the form of, but not limited to market research, statistics, forecasts, reports, herein referred to as "Information". We provide Information obtained from a number of third party sources including developers, valuers, estate agents and letting agents. Whilst we endeavour to provide accurate, up-to-date and complete Information we make no warranties or representations as to the accuracy, reliability, completeness or otherwise of the Information and assume no responsibility or liability for any omissions or errors contained in the Information.

## **Your participation in investment opportunities**

We will offer you opportunities for investment and we will endeavour to provide you with opportunities of a sound and reliable nature. We will speculate on both the level of investment required and the potential returns. This is based on our research and analysis. Due to the speculative nature of such opportunities, the information we provide should be considered our 'opinion' and in no way implies we are providing advice of any kind and you are not our advised client in any matter or transaction.

Investors are advised to carry out their own analysis and judgment of the investment being offered and to independently verify the Information and our speculative analysis through your own research. You are advised to carry out an independent legal and financial assessment of any opportunity offered to you, before making any commitment to participate. Please remember that the price and value of any investment and income generated from it can go down as well as up.

If you are in doubt about any investment decision you should seek the advice of a suitably qualified person.

We are not a mortgage broker and any reference to mortgage products, terms and rates are for example purposes only and cannot be construed as an offer or a fundamental component of the investment opportunity that we are offering.

Please seek financial advice from a mortgage broker who can confirm the current availability of mortgage products and their terms. Any indication of a level of cash investment required for a property is purely an example and could vary significantly per investor or over time.

Valuation information provided by us from sources like Land Registry, Rightmove and other property price and rental data sources are provided 'as is' and for information purposes only.

RICS valuations carried out by us or on our behalf or via third parties are provided to you for information purposes and valuation opinions can vary between valuers and between dates. We cannot take responsibility for a valuer changing their opinion over time or a different valuer providing a different opinion.

## Use of Our Services

"An opportunity introduced by us" means any investment opportunity which may include, but is not limited to land, property, apartments, homes, entire developments, whether constructed or not at the time of introduction.

## Fees

You will become liable to pay a commitment fee of £250+VAT plus VAT at the rate prevailing when an offer we put forward on your behalf is accepted by a vendor. This fee is non-refundable however will apply to another property if the property transaction fails to exchange due to events outside your control.

You will become liable to pay us a fee if you successfully exchange contracts on a property introduced to you by us.

A fee of £1750 plus VAT at the rate prevailing on the day of contracts being exchanged (currently 20%) is payable by you to us for each property introduced to you by us that you agree to purchase and that proceeds to a successful exchange and completion.

Our fee will always be disclosed to you before you commit to purchase by way of an arrangement fee agreement form.

Signing of this form confirms your acceptance of these Terms and Conditions and that any disclosure or otherwise is adequate for your purposes.

You confirm that the total fees payable by you to us is acceptable to you, that you have made any enquiries you wish to make and it is on this basis that you have assessed the suitability of the investment for your purposes in terms of the total acquisition price including all fees.

Unless otherwise agreed in writing by us, our fees are payable upon exchange of contracts to purchase a property.

## What to do if you have a complaint

**Step 1:** Please contact the Property Investment Consultant you have been dealing with. Alternatively, please contact our customer care team at Topproperty Investment Solutions 337 Smithdown Road, Wavertree, Liverpool L15 3JJ.

**Step 2:** We are members of The property Ombudsman (TPOS), independent dispute resolution service. If we have given you our final response and you are still

dissatisfied, you can refer your case to TPOS. Details of how to do this are contained within the Managing Director's final letter, The Property Ombudsman consumer guide or online at [www.tpos.co.uk](http://www.tpos.co.uk).

### **Restrictions**

If you, without notifying us and within one year of the date an opportunity was originally introduced to you by us

- engage in any capacity directly with a seller introduced to you by us
- or engage with the seller over new opportunities
- or if you or a member of your family or someone else known to you refers an opportunity introduced to you by us to another person, or body and that person or body engages in any capacity directly with the seller of the opportunity

When you will be liable to pay our fee of £1750 per property plus VAT at the prevailing rate.

### **Third Parties Introduced to you by us**

We will endeavour to suggest solicitors, mortgage brokers, furniture suppliers, letting agents and estate agents or other third parties ("Third Party" or "Third Parties") of good calibre, who offer a service or product deemed to be of good quality and reasonable cost. However, we make no warranties or representations as to the reliability of the services provided by Third Parties and assume no responsibility or liability for their actions, omissions or errors. If you make any arrangements with a Third Party found suggested to you by us, it is at your sole risk and responsibility.

## **Liability**

You agree and acknowledge that to the extent permitted by law, and in view of the numerous sources from which we obtain the Information, the impracticality of verifying the sources.

We are not authorized by the Financial Conduct Authority to provide investment or financial advice. By signing seller reservation forms and/or our Finders or Arrangement Fee agreements you acknowledge that we have not provided you with financial or investment advice.

## **Entire Agreement**

These Terms constitute the entire agreement between you and us, supersede any previous agreement or understanding and may not be varied except in writing between us. All other Terms and Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

## **Data Protection**

We will respect your personal information and comply with all applicable UK Data Protection legislation and rules currently in force. We will use any information provided by you to us to constantly monitor and improve our services to you and for marketing purposes. We may also use such information to send specific correspondence which, in our opinion, may be of interest to you.

## **Laws Applicable**

These Terms shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising in connection with them shall be submitted to the exclusive jurisdiction of the English Court.

337 Smithdown Road  
Wavertree  
Liverpool  
L15 3JJ



**TOPPROPERTY**

Student Lettings | Residential Lettings | Property Management

## PROPERTY RESERVATION FORM

Address of property to purchase:

Price agreed:

Purchasing entity (ltd/personal):

Sales Consultant:

Simon Topple

I agree to pay a commitment fee of £250+VAT in respect of my reservation of the property. I agree that this is non-refundable as per the above terms and conditions

Signed:

Date:

Please remit £250+VAT to:  
Account Name: Topproperty Lettings Ltd  
Account number: 42700212  
Sort Code: 40 29 08

Topproperty Student Homes and Topproperty Residential Lettings is the trading name of Topproperty Lettings Ltd, Registered in England and Wales.  
Company Number 05820819 VAT Registration number 986291862