

Blackstar Property Limited Terms & Conditions of Business

References to "we", "us" and "our" are references to Blackstar Property Limited (Company No. 06739502, registered in England & Wales).

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, telephone, face-to-face contact, postal correspondence, electronic mail or via our website.

We provide an advice and procurement service for obtaining Property at discounted prices, referred to hereon as the "Service" or "Services". We are not regulated or licensed and are not financial advisers. The information and services provided by us do not constitute financial, investment or tax advice and should not be taken as such.

Your personal information

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 for such purposes as set out within our Privacy Statement.

Use of our Services, suppliers and agents

"An opportunity or discount procured by us" means any purchase opportunity which may include, but is not limited to land, property, apartments, homes, entire developments, whether constructed or not at the time of introduction, both in the UK and abroad (together termed "Property"), or supplier of the same, including but not limited to developers, estate agents, or other intermediary agents, or in the case of suppliers are persons or companies with whom we have an established relationship (contractual or otherwise), and would not otherwise have been known to you.

Purchase of Property

We will seek to obtain for you Property at discounted prices from those actively marketed by the "Vendor" or agent of the Vendor. You are advised to make your own judgement upon the investment being undertaken and to independently verify any information provided by us, developers or third parties involved in the Property purchase process. You are also advised to carry out an independent legal and financial assessment of any proposed investment, before making any commitment to purchase.

Please remember that the price and value of any investment and income can go down as well as up. If you make an investment you may get back less than the amount you originally invested. If you are in doubt about any investment decision you should seek the advice of a suitably qualified person.

Fees

Fees in connection with your utilisation of our Services are typically paid for by the Vendor of the Property concerned and not by you. All other fees, including but not limited to legal, conveyancing and financing fees remain payable by you.

You may be required to pay to us such fees as required by the Vendor to reserve a Property; however these will then be forwarded onto the Property Vendor to be offset against the purchase price.

The deposit to exchange on a purchase will be payable to a solicitor who will either hold the monies until such time as legal ownership of the Property is transferred to you or may in certain circumstances forward these funds onto the Property Vendor to be offset against the purchase price.

Arrangements

Having made contact with such sellers of Property, we will advise you as soon as practicably possible of the opportunity or discount procured by us. Should you agree to the terms presented to you we will ask you to complete a Reservation Form and pay such reservation fees as required by the Vendor.

We will also advise the Vendor of your intention to proceed with the purchase and instruct them to put the relevant Property on hold for a period of 48 hours. This 48 hour period provides you with a cooling off period should you decide against proceeding with the purchase. If you decide that you no longer wish to undertake your purchase within this 48 hour period we will refund your reservation fee without question.

Regrettably, after the initial 48 hour period we are unable to refund your reservation fee should you decide not to proceed with the purchase.

Please note that any terms successfully agreed by us on your behalf will not be binding until the point at which contracts have been agreed and exchanged. Vendors may also reserve the right to withdraw any opportunity to purchase a Property at a discount procured by us, if you fail to pay any necessary fees or complete any contractual arrangements at the appropriate time. Your contractual relationship to purchase any such Property is between you and the Vendor at all times.

Exclusivity

By inviting us to provide you with our Services you agree to allow us a 10-working day window to work exclusively on your behalf to secure discounts and any other incentives from the Vendor(s) of the Property you have expressed an interest in. This period of exclusivity avoids the scenario where a Vendor refuses to offer us any improved terms because they believe there to be interest in the same Property from other parties, thereby holding their prices and refusing other incentives.

Should this condition be breached, you may be liable for any costs that we may have incurred in providing our Services to that date.

Restrictions

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

- engage in any capacity directly with the Vendor or supplier contacted by us on your behalf; or
- engage with the Vendor or supplier over new investment opportunities; or
- if you or a member of your staff refers a procured discount obtained by us on your behalf to another person, or body and that person or body engages in any capacity directly with the Vendor or supplier of that original discounted opportunity, then

You shall be liable to pay our fee as agreed with the Vendor or supplier at the time of the original contact.

Third Parties recommended to you by us

If requested by you, we will endeavour to recommend solicitors, mortgage brokers, furniture suppliers, 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 on or via our website or recommended to you by us, it is at your sole risk and responsibility.

Descriptions of Property, homes, buildings, locations or developments

Particulars, specifications, pictures and artists impressions of any Property, home, building, location or development presented by Vendors, their Agents or through us are given in good faith and believed to be correct, but they do not form part of any offer or solicitation and are intended only as a general guide.

You acknowledge that developers reserve the right to alter plans, designs and specifications at any time without prior notice. We therefore will not be responsible for any such changes. All descriptions are intended only as a general guide and are not to be relied upon by you or other interested parties as a statement or representations of fact but you should satisfy yourself by inspection or otherwise. No warranties or representations are given that the contents of the website or information otherwise distributed will reflect the most recent plans, designs or specification.

Confidentiality

Confidential Information means all information relating to current or prospective discounted investment opportunities, our customers and prospective customers, current or projected financial or trading situations, business plans, business strategies, developments and all other information relating to our business affairs including any information of a confidential nature imparted by us to you during the use of our Services.

You undertake to us that in consideration of us making such information available to you:

1. all Confidential Information disclosed to you by or on behalf of us or which may at any time come into your knowledge, possession or control, shall be kept secret and confidential and shall not be used for any purpose other than that required or permitted for the use of our Services, and shall not be disclosed to any third party except insofar as this may be required for the proper use of our Services and then only under appropriate confidentiality provisions approved by us.
2. you shall promptly notify us if any Confidential Information is required by law to be disclosed by you or any other person receiving it under or pursuant to these Terms & Conditions and shall co-operate with us regarding the manner of such disclosure (but without prejudice to any obligation to comply with any legal requirement).

Liability

We are not authorised by the Financial Services Authority to provide investment or financial advice. By signing this document you acknowledge that we have not provided you with financial advice.

We are providing Information "as is", on an "with all faults" basis and we make no representations or warranties of any kind with respect to:

- o the website and content contained on the website;
- o the truth, accuracy, or completeness of any Information distributed to you by us, by any means; or
- o the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the website.

It is your decision, where applicable, to use, post, submit, remove or alter information and material to us, or on, to or from the website and we are not responsible or liable for any loss or damage incurred by you or any third party as a result of your doing or failing to do the same. We exclude all liability of any kind including invasion of privacy, defamation, or negligence.

We shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the provision of the Services.

We will not be responsible or liable to you or any third party for any Information, modification, suspension of or discontinuance of our Services.

Suspension or cancellation of Service

We reserve the right to cancel our provision of Services to you at any time. We may suspend, restrict, reduce or cancel such Service provision immediately if you breach or appear likely to breach any of these terms.

You may instruct us to stop providing our Service to you at any time by writing to us, or emailing us. Upon cancellation you may become liable to pay any outstanding fees, monies or costs owed to us immediately.

Invalidity

If any provision of these Terms & Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms & Conditions and the remainder of the provision in question shall not be affected.

Waiver

No waiver by us of any breach of the Terms & Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Entire agreement

These Terms & Conditions 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 & Conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

Third party rights

A person who is not a party to these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms & Conditions, but this does not affect any remedy or right of any third party, which exists or is available apart from that Act.

Notices

Any notice to be given under these Terms & Conditions by either party to the other must be given in writing, in English, and shall be deemed to be served:

- o in the case of us communicating with you, twelve hours after we send an e-mail to the e-mail address specified by you, during registration or any changed e-mail address subsequently notified to us;
- o or 48 hours after posting correspondence to the address specified by you, during registration or any changed address subsequently notified to us;
- o in the case of you communicating with us, twelve hours after an email is sent to our contact email address as presented on our website; or
- o or 48 hours after a Recorded Delivery Letter is sent to our Registered Office.

Laws applicable

These Terms & Conditions 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 Courts.

Amendments to these Terms & Conditions

We reserve the right to change these Terms & Conditions at any time.

I/we agree to and confirm my/our understanding of the Terms & Conditions set out above:

Signature(s):

Name(s) (please print):

Date:

Please tick if you do not want information you have provided to be passed on to selective third parties for direct marketing purposes.