

CONTI PROPERTY – TERMS & CONDITIONS (the small print...)

Definitions

- The company means Ancon International Ltd, trading as 'Conti' or 'Conti Property', whose principal place of business is at First Floor, Sheridan House, 112-116 Western Rd, Hove, BN3 1DD.
- The client means the person to whom the services are provided (buyer or prospective buyer of an overseas property or any intermediary representing or advising or acting on their behalf)
- The services means the services provided by the company to the client pursuant to these terms and conditions and is limited to the introduction of the client to a potential supplier.
- The supplier means the suppliers of any services that may be provided by third party suppliers and will be subject to the standard trading terms and conditions of the third party supplier.
- The property means the property that the client purchases following an introduction to a vendor, seller, builder, developer or any agent or their agents or sub agents, (seller), by the company
- The company's partners are any agent, broker or intermediary who may from time to time introduce clients to the company's services

Provision of services

- These terms and conditions shall form the basis of the contract between the company (see above) and the client.
- These terms and conditions shall apply unless a person authorised to sign on behalf of the company agrees any variation in writing.
- These terms and conditions shall apply whether or not the client is a direct client of the company or an indirect client of the company, having been introduced to the company by one of the company's partners.
- The acceptance by the client of the services shall constitute acceptance by the client of these terms and conditions
- Completion of the enquiry form by the client shall be deemed acceptance of the company's terms and conditions Services provided by the company may be provided by third party suppliers and will be subject to the standard trading terms and conditions of the third party supplier. Such terms and conditions may include clauses limiting or excluding the supplier's liability to the client. The services provided by the company shall be deemed to include and be subject to such terms and conditions It is the client's responsibility to obtain details of any third party supplier's terms and conditions. These must be obtained directly from such suppliers.

Delivery of Services

- The introduction of the client to the seller of the property selected by the client constitutes a pure introduction service. Any contract for the erection and, or, sale of a property is a contract between the seller and the client. The company cannot accept any liability for any losses suffered by the client resulting from breaches by the seller of its obligations to the client.
- The client acknowledges the company and its partners or agents may earn a introducers fee or commission for

introducing the client to a seller and that the client must not act in a way or deal direct with a vendor, seller, builder, developer or any agent or sub agent in respect of any properties for sale offered by the company, directly or indirectly, for which the client has completed an enquiry form, so as to prevent or avoid the payment of such fee or commission. In the event the client does this, the client will be liable for the fee or commission due to the company and any of its partners or agents and will be obliged to pay to the company the amount of fee or commission due that would have been payable by the seller of the property to the company.

- Due to the nature and range of the services provided by the company, many of the services are dependant on third parties and the company cannot guarantee the timing of or provision of the services. No liability whatsoever will be accepted for any loss suffered or caused through late delivery or non-delivery of the services and time of delivery of the services shall not be of the essence.
- The services offered by the company effectively constitute an introduction service. Where the company has provided any such services, as an agent of a partner or third party, any recourse that the client will have, either directly or indirectly, will be solely against such third party.
- Where the client has a valid claim against any partner, agent or supplier introduced by the company, any recourse that the client will have will be solely against such third party and such claim will be deemed to be subject to the terms and conditions of such third party.
- Subject to the limitations of liability set out above, the company's liability to the client for any actual or implied loss or damage shall be limited to monies paid by the client to the company as principal, if any, being the total amount equivalent to the amount paid to the company under this contract, in respect of the client, net of any sums required to be paid by the company to third parties.
- The company shall not be liable for any consequential or indirect loss suffered by the client or any third party in relation to this contract and the client shall indemnify the company in respect of any claim of any person in respect of such consequential or indirect loss.
- The foregoing sub clauses constitute the entire liability of the company under this contract.
- Any claim arising against the company as to its services provided must be made in writing to the company within 7 days after the time of supply of the service in question, failing which the service shall be deemed to be satisfactorily provided.

Force majeure

- The company shall not be liable to the client as a result of losses suffered by force majeure

Data protection

- Acceptance of these terms and conditions includes acceptance that the company and the third party partners and agents of the company may use your personal information (the information),

to inform you directly about related products and services which may be of interest to you.

- The company may require to transfer the information to partners or agents located outside the EEA for the purpose of facilitating business.

Notice

- This is a property advertisement provided by third party partners and does not constitute property particulars. Although Conti seek to require advertisers to act in good faith and with best practise, providing accurate information, Conti can only publish advertisements in good faith and have not verified any claims or statements or inspected any of the properties, locations or opportunities promoted.
- Any promotions or offers are subject to change or withdrawal without notice.
- Conti does not own or control and is not responsible for the properties, opportunities, website content, products or services provided or promoted by third parties and makes no warranties or representations as to the accuracy, completeness, legality, performance or suitability of any of the foregoing.
- Conti or its employees does not offer or provide advice in connection with the products or services provided or provided by its third party partners or agents.
- Conti accepts no liability arising from any reliance made by any reader or client or person to whom this information is made available.
- All clients and individuals must perform their own adequate research and due diligence and seek all required independent professional advice including but not limited to independent legal advice, before making any decisions to purchase or invest in overseas property, or related products and services.
- All clients are responsible for ensuring all relevant legal documentation or contracts are in English and have been subject to independent legal advice
- All clients and individuals must seek all required independent professional advice including but not limited to confirming all appropriate matters regarding title, planning, permissions, certificate of habitation, utilities, rights of access, completion of and rights to associated facilities, and annual or ongoing maintenance fees or other committed fees, including what services or utilities are included or excluded for such fees.
- Conti acts solely as an introducing agent for the seller, vendor, builder, developer or their agents and will not be responsible for completing their contract with you.
- The contract is signed directly between the client and the seller, vendor, builder, developer or their agents, and anything related to the contract itself is deemed to be determined between the client, the client's solicitor and the parties to the contract.
- Conti is an introducing agent only and do not accept any liability for any errors or discrepancies in contracts entered into by clients or for any other legal or commercial issues or problems that may arise. As such, any recourse clients may have will be solely against the seller, vendor, builder, developer or their agents as appropriate.
- Conti does not handle client's money in respect of property purchases.
- Clients are responsible for ensuring they have sufficient finance in place to meet all obligations of any contract, prior to ratifying any such contract, including payment of deposits,

stage payments, completion funds, related incremental costs, taxes and fees

- The arrangement between the company and its clients will be governed by and construed in accordance with English law, though the arrangement between the client and the seller, vendor, builder, developer or their agents may be governed by local law.
- In particular, the company shall not be liable for any consequential or indirect loss suffered by the client or any third party in relation to this contract

Advisory Notes

- Conti Overseas Mortgages can assist in arranging overseas mortgages secured on overseas properties. These are unregulated.
- Your home may be at risk if you are unable to meet your required repayments on a loan or mortgage for which it is used as security.
- Conti will deal with the arrangement of your mortgage up to and including the mortgage offer.
- Processing your mortgage application is subject to all requested documentation being supplied.
- Receipt of a mortgage offer will be subject to your lenders terms and conditions and these must be considered carefully when considering the terms and obligations of your proposed mortgage.
- It is the role of your Lawyer to provide you with a breakdown of all associated costs, duties and taxes associated with the purchase of your property and the timing they are due and payable.

Variable factors

- Interest rates are subject to change and interest rates advertised may not be available at the time of the mortgage offer or when the mortgage completes due to changes in base rates, lender margins or other lender criteria.
- The sterling equivalent of the liability under a foreign currency mortgage may increase (or decrease) by exchange rate movements.
- All mortgage offers are subject to valuation. You may be requested to pay non-refundable deposits on your property purchase prior to a valuation having taken place. If you choose to wait for the valuation or mortgage offer to be confirmed before releasing funds to secure your purchase, you may risk your purchase being withdrawn by the vendor.
- Purchasers, particularly for new properties, may be required to pay a deposit or one or several stage payments. Mortgage offers however, will only become available for draw down at completion and are subject to Loan to Value limits.
- Clients should also consider that additional costs, fees and duties including local IVA, over and above the purchase price could amount to at least 10%, or more, of the purchase price. Clients must therefore ensure sufficient and timely funding exists to complete the purchase.
- UK buyers of overseas properties are subject to both UK and local current tax legislation, which are subject to change and review.
- UK buyers seeking to purchase and let overseas property via accredited letting agents are subject to the terms and conditions of their selected letting agent and income arising may give rise to both UK and local current taxation.

- No guarantee is available as to the ability to rent out or let a property or as to achievable rents or as to length of periods of letting as against void periods.
- UK buyers seeking to purchase and let overseas property must satisfy themselves as to potential rental returns, taking account of all relevant factors, for example but not limited to seasonality, supply and demand, existing local circumstances, agents fees, management fees, local taxes and UK taxes.

For your information

- Please note, the information contained on the Conti website or other related marketing material is only for your general information and use and is not intended to address your individual requirements.
- In particular, the information does not constitute any form of advice or recommendation by Conti or the company and is not intended to be relied upon by you in making (or refraining to make) any specific investment or other decisions, and also does not constitute any form or advice or recommendations to be passed on to any third parties.
- Appropriate expert independent professional advice, and/or independent research should be obtained before making any such decision or commitment.
- The value of investments and the income derived from them can go down as well as up, and you and/or any third parties you may be advising, may not necessarily get back the amount you/they invested.
- Past performance of an investment is not necessarily a guide to its future performance. It may be difficult for you or any clients you may be advising to sell or value certain investments or to obtain reliable information about their value or the extent of the risks to which they are exposed.
- The value of investments may rise or fall due to the volatility of world markets, interest rates and capital values or, for investments held in overseas markets, changes in the rate of exchange in the currency in which the investments are denominated.
- Any arrangement made between you and any third party is at your sole risk and responsibility.