

Property Search Terms & Conditions

THIS AGREEMENT is made the [] day of [] 2012 between 4 Quarters Limited whose registered office is situated at 3 Queen's Grove Studios, London, NW8 6EP (hereinafter called the "company") of the one part and [] of [] of the other part

1. Definitions and Meanings

"the company" means 4 Quarters Limited

"you" includes your nominee, associate, associated company, relative or representative.

"Retainer Fee" means the sum of £400.00 for a property purchase and the sum of £300.00 for a property rental whether or not the purchase or rental proceeds to exchange of contracts.

2. Commencement

The company will commence working on your behalf as soon as soon as you have signed and returned a duplicate copy of this Agreement and the appropriate Retainer Fee has been paid in full.

3. Service

The company agrees upon acceptance of your instructions to work with you to find a suitable property for you to purchase or rent.

4. Fees

The company will be expending considerable time and effort on your behalf to find a suitable property for you.

You agree to pay the Retainer Fee, payable in advance to commence the instruction.

In addition to the Retainer Fee you agree to pay the Company's fees for finding a property which is based on 1% (one per cent) of purchase price or 25% of the difference between the asking price and the purchase price agreed by you and the seller of a property whichever is the greater (and which will include any extra amounts paid for or amounts apportioned to carpets, curtains, furniture, fixtures or other chattels) for any property you exchange contracts to purchase an interest in, or two week's rental in respect of any property you agree to rent.

All fees are subject to VAT at the prevailing rate.

All fees are exclusive of any expenses which the Company incurs on your behalf and of which the Company will endeavour to inform you before the incurring of any such expenses.

For the purpose of this Agreement you will be deemed to exchange contracts to purchase a property if:-

- (a) you or any person with the aid of funds provided by you, acquires or agrees to acquire, or any body corporate or trust in which you have an interest (directly or indirectly) acquires or agrees to acquire, any legal or beneficial or other interest in any freehold, leasehold or commonhold property, or agrees to occupy a property;
- (b) a third party acquires or agrees to acquire any legal or beneficial or other interest in any freehold, leasehold or commonhold property, or agrees to occupy a property and, within one year you occupy that property either together or independently of that third party (including temporary occupation for holidays or weekends).

5. Payment

Payment of fees (other than any Retainer Fees), shall be made in full on exchange of contracts for the purchase or rent of a property following which the Company shall invoice you. The company reserves the right to charge interest on any sums not paid on the due date at a rate of 4% per annum above base rate from time to time of Barclays Bank Plc.

6. Duration

This Agreement shall subsist for an initial period of [] months and shall continue thereafter for a further period of [] months unless and until terminated prior to the expiry of that second period of [] months by [] months notice given in writing by either party to the other.

If applicable, the Company reserves the right to charge a further Retainer Fee if this Agreement continues beyond the initial period of [] months.

7. Charges on Termination

If you exchange contracts for the purchase or rental of a property which the Company found for you prior to the termination of this Agreement notwithstanding such termination the fees payable under clause 4 hereof will continue to and remain payable in accordance with the nature and terms of this agreement.

8. Liability

Details of properties, valuations, reports and other information provided by the Company are prepared in good faith and are soely for your guidance. They do not form any part of any contract relating to the purchase or letting of any property.

All purchasers and/or tenants must satisfy themselves as to the correctness and accuracy of any details provided by the Company's officers or agents or employees have any authority to make any representations or statements in relation to any property and/or the service provided by the Company.

In addition, the Company does not accept liability for the views of, or content of any report prepared by, any third party in relation to any property.

The Company strongly recommends all prospective purchasers and/or tenants to take appropriate legal and other advice and to use the services of solicitors, surveyors, valuers and other specialists. The service provided by the Company is not intended as a substitute to obtaining such advice and accordingly no liability is accepted for any defects in legal title or in the fabric and structure of any property.

9. Data Protection

You understand and agree that the Company may use your personal information provided during the period of this agreement and may disclose your information to vendors, landlords and other intermediaries or agents as required in order to provide a property search and acquisition service. You have a right to request a copy of your information and to correct any inaccuracies in the data.

10. General

The supply of services by the Company is the subject to the terms and conditions set out in this Agreement and, unless otherwise expressly agreed in writing by the Company, these conditions shall prevail over any other terms and conditions and shall comprise the whole Agreement between you and the Company.

No relaxation or delay by the Company in exercising rights or enforcing any of these terms and conditions or the granting of time by the Company for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable, invalid or unlawful part had not been included.

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England & Wales and in relation to any legal action or proceedings to enforce the terms of this Agreement or arising out of or in connection with the appointment of the Company, you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Signed for and on behalf of the Company

.....

“I/We have read and understood this Agreement and wish to instruct you on these terms”

Signature:

Date:

4 Quarters Lifestyle Terms & Conditions

1. Definitions & Meanings

“Membership” means an annual paid subscription permitting the Member use of the services as prescribed.

“Membership Fees” means the annual fee payable to access the Membership services

“Member” means a company or individual with a valid Membership

“Services” means the lifestyle and concierge services as described on <http://www.4qtrs.com/lifestyle>.

“Payment Card” the registered debit or credit card used with your Membership, details obtained at the point of Membership application (or at a time a replacement debit or credit card maybe necessary)

“Supplier” means the third party suppliers of goods & services used to fulfill Members requests.

“Party or Parties” refer to the parties within the terms and conditions.

2. Membership, Renewal & Cancellation

On application of Membership it is necessary to provide accurate and up to date details both personal and financial and that you notify us promptly of any changes. This is an on-going responsibility for the duration of the Membership.

- a. Membership will commence when we have received cleared funds and is deemed the effective date.
- b. As a member you appoint us as an agent to source goods and services on your behalf.
- c. Where applicable you agree for the company to engage in contracts and agree to be bound by the terms and conditions of those contracts to provide goods and services. You agree to indemnify us for liabilities and costs resulting from those contracts.
- d. Renewals are due on the anniversary of the effective date and annually thereafter. Payment will be taken 30 days prior to expiry. You authorise us to collect payment of Membership Fees from the stated methods of payment. Membership fees are payable in advance via payment card, bank transfer or direct debit. We will deem you to wish to renew your Membership unless we receive a written request to cancel the Membership.
- e. Each Membership is unique to you however one additional individual can be added only when expressly notified to us in writing or by phone.
- f. Clients can be added to a Corporate Membership expressly when notified by an employee with an active Membership, in writing or by phone.
- g. Membership may be cancelled at any time in writing, however Membership fees are non refundable. Full or partial Membership fees may be reimbursed based on mitigating circumstances but will be solely at our discretion.
- h. Any outstanding payments made by us on your behalf for goods and services rendered on cancellation of Membership become immediately payable. Where applicable we will debit your Payment card without notice and with your authority to do so.
- i. Membership can be cancelled at our sole discretion at anytime. Should this occur the balance of the fees for the unexpired time would be refunded.
- j. Any requests that we regard as immoral or unlawful will not be fulfilled solely at our discretion.
- k. Any requests that we are unable to fulfil will be communicated to you at the earliest opportunity.

3. Suppliers & Reservations

- a. To fulfil clients’ requests we will use good and services from selected Suppliers. You agree to the terms and conditions of these Suppliers and acknowledge they are ultimately responsible for the provision of the good and services to you.
- b. A request to purchase goods or services will be communicated to you prior to transaction. If you have authorised us to use a Payment card, it will be used to pay Suppliers directly. If not,

we will require cleared funds before we procure the good or service or we will place you in direct contact with the Supplier to conclude payment.

- c. At our discretion we may arrange payment to Suppliers on your behalf. You agree to be invoiced plus any additional interest or charges. Invoices are payable within 14 days of being raised.
- d. The company reserves the right to charge interest on any sums not paid on the due date at a rate of 5% per annum above base rate from time to time of Barclays Bank Plc, this includes out of date Payment card details.
- e. Non-refundable items and deposits made by us on your behalf are as your appointed agent. Payments will be recovered from you as prescribed in these terms and conditions and you agree to indemnify us of all liability and expenses.
- f. All rights and remedies you may have are taken against the Supplier whom provided the goods and services.

4. Payment

Where we have been given authorization to use a debit or credit card on a client or members behalf we will:

- a. Complete transactions and payments to Suppliers on your behalf.
- b. Make charges to the Payment card to either, refund the company for payments made on your behalf or in order to reimburse ourselves.

You will agree that:

- c. All details regarding the Payment card are up to date and accurate.
- d. The Payment card is of your ownership or that you have authority to use it by the owner.
- e. The Payment card is in sufficient funds to meet the cost of goods and services provided.
- f. You are liable for all costs associated with the use of the Payment card.

We bear no responsibility or liability for use of your information by Suppliers of good and services.

We bear no responsibility or liability for the use of your Payment card, provided we abided expressly to your requests.

5. Liability

- a. In accordance with your instructions we will endeavor to offer goods and services with a reasonable level of care and skill and make reasonable effort to ensure the goods and services are of the greatest quality and professionalism.
- b. Where Suppliers make recommendations of goods and services, we make reasonable effort to ensure they are suitable to your requirements. We cannot guarantee the goods and services are appropriate and recommend you make enquiries to your own satisfaction.
- c. Any disputes between Suppliers will be reasonably dealt with our assistance.
- d. You are responsible for the suitability and quality of the goods and services procured by us and choosing whether to enter into a contract with relevant suppliers.
- e. All rights and remedies are against the Supplier, we bear no liability for any act or omission of the Supplier or loss incurred as a result thereof.
- f. You are subject to the terms and conditions of relevant Suppliers for the provision of Goods and Services.
- g. Nothing in these Terms and Conditions shall exclude or limit liability of the Supplier for death or personal injury, however the Supplier shall not be liable for direct loss or damage suffered by the Customer howsoever caused, as a result of negligence or breach of contract in excess of the price of the Services.
- h. We bear no liability for damage, loss, cost or related claims for compensation occurring from instructions provided by you that are inaccurate or incomplete or any other culpability of yours.

6. Force Majeure

Neither party shall be liable for delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

7. VAT

All sums payable for goods and services are subject to VAT at a rate of 20% as specified within these Terms and Conditions. Membership prices however are exclusive of VAT.

8. Data Protection

You understand and agree that the Company may use your personal information provided during the period of this agreement and may disclose your information to Suppliers and other intermediaries as required in order to provide the procurement of goods and services. You have a right to request a copy of your information and to correct any inaccuracies in the data.

9. General

The supply of services by the Company is the subject to the terms and conditions set out in this Agreement and, unless otherwise expressly agreed in writing by the Company, these conditions shall prevail over any other terms and conditions and shall comprise the whole Agreement between you and the Company.

No relaxation or delay by the Company in exercising rights or enforcing any of these terms and conditions or the granting of time by the Company for remedy of any breach shall operate as a waiver of any subsequent or continuing breach.

If at any time any of these conditions are found to be unreasonable, invalid or unlawful then the validity of the remaining conditions or parts thereof shall not in any way be affected or impaired and shall be in force as if the unreasonable, invalid or unlawful part had not been included.

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England & Wales and in relation to any legal action or proceedings to enforce the terms of this Agreement or arising out of or in connection with the appointment of the Company, you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

11. Contact

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