

## Standard Terms and Conditions of Membership

To join **The Property Association**, you must agree to the following:

1. I understand that **The Property Association (TPA)** is a trading name of **Eurproperty Limited**.
2. I understand that as a **Free Member**, I am under no obligation to purchase property through TPA and that I may cancel my free membership at any time in writing to TPA's business address. **I give my authority to TPA to send email alerts** for property opportunities and if I choose to take advantage of any particular opportunity, the remaining terms will apply.
3. I understand that when reserving my first property through TPA, I must pay a one time **Associate Registration Fee of £1,500 + VAT** and that this payment is not specifically connected to any particular property reservation. It is only refunded if I exchange contracts on five or more properties through TPA in my first year of membership. It is **Non-Refundable** if I should subsequently cancel any property reservation. However, I will remain an **Associate Member** once this fee is paid and I will be able to reserve any future property of my choice.
4. I understand that, when reserving a property through TPA, any **Reservation Fee** required by the Vendor is **Non-Refundable**. Should TPA collect the Reservation Fee from me on behalf of the Vendor, I understand that such fee will be duly passed to the Vendor on my behalf and therefore remains **Non-Refundable**. Once paid, any disputes over the Reservation Fee are between the Buyer and the Vendor and TPA has no jurisdiction in this respect
5. I understand that (unless otherwise stated in writing by TPA) there will be an **Arrangement Fee** on each property purchased through TPA. This is specified in the appropriate information supplied online for each property promoted in the TPA Members area.
6. I understand that (unless otherwise stated by TPA) the Arrangement Fee is **due on or before Exchange of Contracts** (or Missives in Scotland) and not on legal completion. I also understand that exchange of contracts may occur many months before legal completion. Once it has been paid, **I understand that the Arrangement Fee is non-refundable** and that TPA cannot be held responsible for any breach of contract, or for the specific performance of any third party vendor, or for changes imposed by planning authorities which may affect the purchase in any way. In all cases, any Arrangement Fee paid to TPA becomes non-refundable once payment of a deposit to the vendor or the vendor's agent has been made. I understand that any subsequent refund made by the vendor does not commit TPA to make a similar refund of Arrangement Fee.
7. I understand that I may be requested to use a **Solicitor appointed by The Property Association** for conveyance on certain properties. This is in the interests of efficiency and although I have a right to use my own solicitor, I agree to co-operate in this respect. I understand that if I insist on using my own solicitor, the Arrangement Fee is payable within 14 days of reservation.
8. I understand that it is solely my own liability to arrange **mortgage finance** through a third party and I understand that TPA offers no guarantee that I will be offered mortgage lending at any stage in the buying process, from offer to completion. Should I choose to exchange contracts with any vendor without having obtained a formal mortgage offer, I understand that I may be required to settle in cash on completion or forfeit any deposits paid. **The obtaining of a mortgage is my own responsibility.**

9. I understand that if I should apply for a **Certificate of Mortgage Eligibility** through TPA, the provision of such certificate only provides an indication of my ability to obtain a mortgage at the time it is issued and that adverse changes to my personal circumstances may affect its validity. I also understand that it is my own responsibility to apply for a Certificate of Mortgage Eligibility and that if I do not return the application form, TPA cannot be held responsible for providing one. TPA is not a mortgage broker and all mortgages are subject to status and availability.
10. I understand that **property values can decrease as well as increase**. No express or implied income claims are made by TPA. I understand that any resale value or rental income achieved may not always match that predicted.
11. I understand, accept and agree with the following disclaimer:
- Neither TPA, nor any of its partners, directors; employees or representatives will be liable for damages arising out of or in connection with the use of information provided on any document or marketing material, supplied in any format, either printed or electronic.
  - The details contained in any written or online information provided by TPA are for guidance only. Any photographs, illustrations, plans and sizes, only give a general indication of the proposed development. The Vendor may operate a policy of continuous development and features, specifications and elevation treatments may vary. The Vendor reserves the right to alter any part of the development. Particulars described in any online information should not be relied upon as accurately describing any specific matters. Tables, projections and profit forecasts are provided for illustrative purposes only and are not to be relied upon as factual.
  - TPA will not accept responsibility for any market changes which may effect any financial projections. Our services are not regulated, we encourage all investors to seek appropriate financial and tax advice from suitably regulated sources.
  - TPA are not responsible for any error or omission, whether due to us or to our sources of information, nor are we liable, directly or indirectly, from any loss whatsoever that may arise there from. All purchase price values are correct at time of going to press but may be affected without notice by the Vendor.
  - Neither TPA nor any of its partners, directors, employees or representatives will be liable for damages arising out of or in connection with the use of online information provided in any electronic or printed format.

**TPA, their representatives and any joint agents give notice that:**

Whilst TPA does its utmost to verify the contents of any printed or electronic document, they have no authority to make or give any representations or warranties in relation to any property. Any particulars provided do not form part of any offer or contract and must not be relied upon as statements or representations of fact. Any areas, measurements or distances are approximate. Any text photographs and plans are for guidance only and are not necessarily comprehensive.

It should not be assumed that the property has all necessary planning; building regulation or other consents and TPA have not tested any services, equipment or facilities.

Purchasers must satisfy themselves by inspection or otherwise. Any particulars or plans provided were prepared from preliminary plans and specifications before completion of the properties and are intended only as a guide. They may have been changed during construction or finishes could vary. Prospective purchasers should not rely on this information but get their solicitor to check the plans and specification attached to their contract.

Due diligence must be exercised by each individual buyer and TPA is not providing financial advice under the regulations of the Financial Services Authority. We recommend that before making any decisions based on the information provided, that you should consult with any specialist advisors introduced to you by TPA or take independent legal and financial advice.

Your home is at risk if you do not keep up repayments on a mortgage or other loan secured on it. Mortgages are subject to status and any mortgage offers are dependent upon your financial circumstances at the time of application. TPA is not a mortgage broker. You should seek the advice of a qualified advisor.

**CONFIDENTIALITY NOTICE:**

You must not discuss any discounted property offered to you with any other person other than your immediate partner, spouse or legal and financial advisor. In turn, they must also respect the confidential nature on any information shared.

You must not print, reproduce, transmit or reveal the contents of the members area in any form or by any means, to any other party, without the prior written consent of an authorised representative of **Eurproperty Limited, t/as The Property Association.**

When using your password to access information in our members area, you must honour the strict terms of confidentiality shown on all material. You must not reveal your username and password to any other person.

**YOUR AGREEMENT:**

**Upon becoming a free member of TPA and before reserving any particular property through TPA, I confirm that I have read, agree with and accept the above Standard Terms and Conditions of Membership and that any property reservations I may make in the future will be subject to these standard terms and conditions and any others which may apply from time to time.**