



TERMS & CONDITIONS

AJ.Fowler Properties Ltd

Company Registration Number: NI726202

Registered Office: 42 Low Road, Lisburn, BT27 4TJ

Effective Date: 02/05/2025

1. Services

The Company provides property sourcing and introduction services only.

2. Uk-Wide Operation

The Company operates throughout the United Kingdom and may introduce properties located in England, Wales, Scotland, or Northern Ireland.

3. Investor Responsibility

Investors must conduct independent legal, financial and structural due diligence.

4. Fees

Fees are agreed in writing. Unless otherwise stated, fees are non-refundable once services have commenced.

5. Reservation Fees

Where a reservation fee is payable, the amount, refund conditions and reservation period shall be specified in the relevant Reservation Agreement.

The reservation fee forms part payment of the agreed sourcing fee unless otherwise stated.

No reservation of a property shall take effect until cleared funds have been received by the Company.

6. Consumer Rights

Where a Client qualifies as a consumer, statutory rights under the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013 apply.

7. Non-Circumvention

Clients shall not directly or indirectly bypass, circumvent, avoid, or attempt to avoid the Company in relation to any property, seller, investor, introducer, agent, or opportunity introduced by the Company.

Where a transaction proceeds as a result of an introduction made by the Company, the agreed sourcing fee shall remain payable.

8. Limitation Of Liability

Liability shall not exceed fees paid for the specific transaction.
Nothing excludes liability for fraud or fraudulent misrepresentation.

9. Regulatory Compliance

The Company complies with:
UK Anti-Money Laundering Regulations
UK GDPR & Data Protection Act 2018
Applicable Property Redress Scheme requirements.

10. Professional Indemnity Insurance

AJ.Fowler Properties Ltd maintains Professional Indemnity Insurance appropriate to the nature and scale of its property sourcing and introduction activities.
This insurance is maintained to provide protection in the unlikely event of professional negligence or operational error arising from the Company's services.
Confirmation of insurance may be provided upon reasonable written request.

11. Complaints Procedure

AJ.Fowler Properties Ltd is committed to maintaining high standards of service and professionalism.
If any client, investor, or seller is dissatisfied with the service provided, a complaint may be submitted in writing to:
AJ.Fowler Properties Ltd
Email: aj.fowlerproperties@outlook.com
Upon receipt of a complaint the Company will:

- acknowledge the complaint within five (5) working days;
- investigate the matter promptly and fairly;
- provide a written response within fourteen (14) working days where reasonably possible.

If the complainant remains dissatisfied following the Company's response, they may pursue further resolution through the appropriate Property Redress Scheme or relevant

regulatory body where applicable.

12. Governing Law

These Terms and Conditions, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

13. No Investment Advice

The Company does not provide financial advice, investment advice, tax advice, legal advice, mortgage advice, or regulated investment services.

Clients should obtain independent professional advice before entering into any transaction.

14. Information Provided

Property information may be obtained from sellers, agents, developers, surveyors, or third parties.

Whilst the Company takes reasonable care when presenting information, no warranty or guarantee is given as to the accuracy or completeness of any information supplied.

Clients must conduct their own independent verification and due diligence.

15. Cooling-Off Rights

Where applicable, cancellation rights, cooling-off periods and refund provisions shall be governed by the relevant Reservation Agreement and any applicable consumer protection legislation.

16. Entire Agreement

These Terms constitute the entire agreement between the parties.