

Why you can have confidence and trust investing in Fairfield Property

At Fairfield Property we protect your interests in two important ways. First, we meticulously research each investment and are always acting to promote your best interests.

Second, we always invest our own capital in any investment where we also put investor funds so you can have confidence that we have done our due diligence in each development project as our own capital is at risk too.

FAIRFIELD PROPERTY MANAGEMENT LTD: TERMS & CONDITIONS

We recommend that you review these Terms & Conditions in full before signing.

Where to find information about us and our services.

You can find everything you need to know about us on our website:

<https://www.fairfieldpropertymgmt.co.uk/> but if you have any questions please do get in touch with us.

Our Services:

We identify residential investment opportunities in the UK where we execute our strategy of purchasing below market value and then undertaking a refurbishment to add value. Our Plan A is to then sell the properties on to owner occupiers or investors. If market conditions change and selling is no longer the most optimal outcome, then we will adopt Plan B and Fairfield will remortgage the property and repay the investor their funds plus interest as agreed under the terms of the loan agreement.

We offer investors the opportunity to loan Fairfield money which will be used to partly fund the purchase of the agreed property. It is important to note that Fairfield will retain full ownership of all properties during the full loan term. Your loan will be unsecured unless stated otherwise in your loan agreement. If your loan is secured, then it will be secured against the specific property your investment is funding.

If you decide to proceed with your investment, we will prepare a loan agreement which will be signed by both parties. Typically, investors receive their initial capital plus interest back within 6 to 12 months but this can vary depending on market conditions. As property is an illiquid asset we will not be bound by a specific end date on any loan agreement.

When you invest with Fairfield you are agreeing that:

- On occasion, there may be reason for us, Fairfield Property Management Ltd, to reject your investment offer – for example, should an investor not pass a KYC check
- We're not responsible for issues outside of our control, for example changes to lenders' criteria or government legislation

- You are responsible for your own investment decisions. We recommend seeking the advice of a competent independent financial advisor prior to making any financial decision.
- You understand the key risks.
- You believe your investment is affordable, based on your personal circumstances and financial assessments.
- We use your personal data as set out in our Privacy Notice.
- You give us permission to pass your details to third parties in connection with the provision of our services under this contract, and in connection with the purchase and ongoing management of your property.
- All investors are recommended to take independent financial advice prior to investing. Please note your capital at risk. The value of your investment can fall as well as rise and you may not get back the amount you originally invested.

We're not responsible for issues outside of our control

We are not responsible for, and will not compensate you for, events that are outside of our control, even if they affect your investment.

Things outside of our control may include:

- Any matter arising from changes in lenders' criteria or interest / mortgage rates, legal precedent, government legislation or changes in the market (including to property prices), or
- Events such as Act of God, pandemic or epidemic including the Coronavirus outbreak or quarantine restrictions, or natural disasters such as storms, earthquakes, tidal waves, floods, droughts, lightning, explosions, fires, or destruction of plant, machinery and/or premises, war, riot, terrorism, acts of sabotage, failure of power supply, lock-out, strike or other action taken by workers in contemplation or furtherance of a dispute or owing to any inability to procure necessary materials and/or services.

You are responsible for your own investment decisions. We recommend seeking the advice of a competent independent financial advisor prior to making any financial decision

You are responsible for your own investment research and due diligence (including in relation to the geographical area), and your investment and purchasing decisions.

You agree that Fairfield Property Management Limited, its directors, employees and shareholders have given no advice as to the suitability of any investment, including the property.

We can revise these Terms & Conditions, if there are changes in relevant laws and regulatory requirements

We can always change our services to reflect changes in relevant laws and regulatory requirements, and to make minor technical adjustments and improvements.

If we break our obligations under these Terms & Conditions, there are certain losses we won't compensate you for

We're responsible for losses you suffer caused by us breaking our obligations under this contract, unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before you made your investment meant we should have expected it (so, in the law, the loss was unforeseeable, indirect or consequential).
- **Caused by a delaying event outside our control.** Further information is set out in the section entitled ["We're not responsible for delays outside our control."]
- **Avoidable.** Something you could have avoided by taking reasonable action.
- **A business loss.** It relates to your use of our Services for the purposes of trade, business, craft or profession.
- **Loss of profit.** It relates to the loss of profits, business, or opportunity.

However, nothing shall limit or exclude our liability if to do so is not permitted by law.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice. This will be shared separately.

Our policy complies with UK law accordingly implemented, including that required by the EU General Data Protection Regulation (GDPR).

You have several options for resolving disputes with us

Our complaints policy. If you have a complaint about any part of the service, including that of third parties, please contact us in writing to: Complaints Department, Fairfield Property Management Ltd, La Scala, High View, Lichfield Road, Abbots Bromley, Staffordshire, WS15 3DL or by email to hello@fairfield-property.co.uk

You can go to court. These terms (and any non-contractual disputes or claims) are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to these Terms & Conditions

You can only transfer your contract with us to someone else if we agree to this. We are under no obligation to agree to you transferring your contract.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

All the terms and conditions in relation to our services are set out in this contract.

All the terms and conditions between you and Fairfield Property are set out in these Terms & Conditions.