

# Terms & Conditions

This page tells you the terms on which you may use this site ([www.propertymoose.co.uk](http://www.propertymoose.co.uk)) (the "Site"). By using the Site, you confirm that you accept the terms and conditions of use contained on this page and any page referred to within it (the "Terms") and you agree to be bound by them. If you do not agree to the Terms, please refrain from using the Site. In you decide to invest via the Site, you do so on the Terms and by doing so confirm and warrant that you accept the Terms in their entirety. By joining the site as a member you acknowledge that he have read, understood and agree to the Terms and our Privacy Policy (which can be found at [www.propertymoose.co.uk](http://www.propertymoose.co.uk)).

## 1. INFORMATION ABOUT US

### 1.1

The Site is operated by DFI Financial Services Ltd, a company registered in England & Wales with company number 08522515) with the registered address 6 Sansome Lodge, Little Southfield Street, Worcester, WR1 1LH – ("Property Moose"/"we"/"us"/"our"). Property Moose is a trading style of DFI Financial Services Ltd.

### 1.2

The Site provides you with information on investments, which, should you decide to do so, you may invest in on the terms shown on the Site (an "Investment"). We do not and are not providing any advice on the quality or viability of any Investment and we do not provide general or specific investment advice. Any decision to invest in an Investment advertised on the Site is solely your own and you must only do so after conducting sufficient due diligence and seeking your own independent advice. Please remember, property prices and investments in general can go down as well as up and any estimated, targeted or other specified yields or returns are purely indicative based on our estimations of the market and expected returns. Unless otherwise specified, any yields or returns are not guaranteed by us and are subject to the performance of the property market.

## 2. ACCESSING OUR SITE

### 2.1

Access to the Site is permitted by us on a temporary basis and we reserve the right to withdraw or vary the Site without notice. We will not be liable for any loss, damage, costs, expenses or any other thing whatsoever (including special damages and consequential loss) (together "Damages") if the Site is unavailable at any time or for any period.

### 2.2

We reserve the right to restrict your access to the Site from time to time for any reason.

### **2.3**

You are responsible for the security of your login details and you must ensure that any persons who accesses the Site through your login or internal connection are aware of the Terms and agree to be bound by them. We shall not be liable for any Damages caused by unauthorised access to the Site using your login save in the case of our own gross negligence.

## **3. OVERSEAS USERS**

### **3.1**

The Site is only intended for use by people resident in the United Kingdom and, subject to clause 3.2 below, any investors from other jurisdiction warrant that they agree with the terms of this clause.

### **3.2**

The Site is not to be accessed from the United States of America and may not be used by any resident of the United States of America. No offer made on the Site is intended or authorised to be made inside or to any resident of the United States of America.

### **3.3**

Persons who are resident in, or citizens or nationals of, jurisdictions outside the United Kingdom or who are nominees of, or custodians, trustees or guardians for, citizens or nationals of such jurisdictions ("overseas shareholder") may be prohibited or affected by the laws or regulatory requirements of the relevant overseas jurisdiction. Such overseas shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of any overseas shareholder wishing to subscribe for an Investment advertised on the Site to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the subscription, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes or duties due in such jurisdiction.

### **3.4**

It is the responsibility of any overseas shareholder to meet any taxes, charges, banking fees, currency exchange fees, fx rate charges or any other costs in making a subscription through the Site and we reserve the right to refuse to issue shares to an overseas shareholder until the relevant subscription amount is received in full in pounds sterling in our client account.

## **4. USER REGISTRATION**

## **4.1**

By using and/or registering with the Site, you confirm and warrant to us that:

### **4.1.1**

You fully understand accept and agree to be bound by the Terms and our privacy statement which can be found on the Site and have fully read and understood our risk warning which can be found on the Site;

### **4.1.2**

You are eighteen years of age or older;

### **4.1.3**

You are legally capable of entering into binding contracts in your own capacity and no other authorisation or permission is required to enable you to do so; and

### **4.1.4**

You are resident in the United Kingdom and are accessing the site from the United Kingdom, or, you have read and agree to the terms of clause 3 above.

### **4.1.5**

You are not a resident of the United States of America.

## **4.2**

You agree that you shall comply with such identification and other anti-money laundering requirements that we may from time to time require. In particular, we may require identification of investors and information about the sources of funds being provided by the investor in investments Property Moose considers in its sole discretion to be substantial.

## **4.3**

You may only invest in an investment in your own name and shall ensure that all orders for shares made through the Site are made exclusively on your own behalf.

## **5. HIGH NET WORTH INDIVIDUALS AND SOPHISTICATED INVESTORS**

If you join the Site as a High Net Worth Individual and/or Sophisticated Investor you are confirming to us and warranting that you meet the requirements set out at Schedule 5 Part I and/or Part II of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and that you have printed, signed and retained a copy of that certificate for your records.

## 6. SITE CONTENTS

Any information, commentary, figures, percentages, indications, estimations or any other material contained on the Site are not intended to be financial advice to you and you are solely responsible for seeking your own independent financial advice and satisfying yourself with your own due diligence before investing through the Site.

## 7. CLIENT CATEGORISATION

### 7.1

All investors will be classified as retail clients unless they expressly request to be treated as elective professional clients and can meet the relevant requirements of the FCA COBS sourcebook. As such all investors have the benefit of the usual complaints procedures afforded to clients of authorised firms. investors may refer any complaint to the Financial Ombudsman Service. However, investors may not make a claim to the Financial Services Compensation Scheme in the event that the company or an investment vehicle fails.

### 7.2

You acknowledge that Property Moose will not supply any additional confirmations of any orders, and or resulting transactions, and that the investment confirmation email shall be sufficient and adequate reporting of the service of arranging the reception and transmission of orders and the arranging of resulting transactions, provided by Property Moose in accordance with the FCA Handbook, Conduct of Business Rules, Rule 16.1.1, and hereby consents to the same.

### 7.3

Only those potential investors who are High Net Worth Individuals or Sophisticated investors are permitted to receive the financial promotions relating to, and invest in, the companies shown on the Site. If you do not fall within one of these categories you will not be permitted to invest via the Site.

## 8. INVESTMENT RISK

### 8.1

You should be aware that investing through the Site will result in your Investment being held by a nominee company on your behalf and on trust for you as your nominee. The nominee structure is described in more detail in clause 15 below.

### 8.2

Investing in startup limited companies and in any property and making loans to companies or borrower's in general (even when secured against property) carries certain risks and it is

your responsibility to satisfy yourself that this risk is acceptable to you. Property Moose and the Site offers no guarantees or assurances as to any income, capital growth or other financial gain through your Investment and property prices and investment values can go down as well as up.

### **8.3**

You may sell your Investment at any time provided the Investment is capable of transfer and that this is done through Property Moose. We do not offer any assurance or guarantee that your Investment will be sold and such sale will be subject to you or Property Moose finding a willing buyer for the shares at the relevant price. We do not underwrite or guarantee the price or liquidity of any onward sale of shares, however, we confirm that we will use all reasonable endeavours to sell the shares on your behalf.

## **9. OUR CHARGES**

### **9.1**

We may charge you a fee for making an Investment which will be displayed and fully detailed as relevant on the individual investment pages.

### **9.2**

You acknowledge that ancillary charges, costs or fees may be payable to third parties (which may include a company associated with Property Moose) in connection with the Investment and acknowledge that such charges or fees are not associated with these terms. You warrant to Property Moose that you shall pay any such fees or charges on demand and shall indemnify and hold Property Moose harmless against any loss, liability, cost or expense it may occur resulting from the same. You irrevocably authorise and instruct Property Moose to deduct (as settlement) any sums payable by you to us in accordance with these Terms from any amounts to which you are entitled to receive out of any distribution (including but not limited to any dividends) by the Investment or any sale proceeds generated by the sale of your interest in the Investment.

## **10. INVESTMENT PROCESS**

10.1 In relation to buy-to-let investments, once a property is acquired by an Investment, the investors in that Investment shall have day to day control over the strategic financial and operating decisions relating to the Investment (which for these purposes will be a limited company (an "SPV")) and the Property by being required to vote on key decisions in accordance with this clause 10 ("Key Decisions"), namely:

10.1.1 the approval of a tenant (subject to clause 10.3.2 below);

10.1.2 (in the absence of repeated breaches of the tenancy agreement or lease (e.g. none payment of rent)), the removal of a tenant;

- 10.1.3 the approval of the rent amount and any subsequent changes;
- 10.1.4 subject to clause 10.3.3 below, the approval of any costs of work to the property with a capital value of greater than 10% of the property value;
- 10.1.5 subject to clause 10.3.1 below, the appointment and removal of management agents;
- 10.1.6 the appointment and removal of any other agents in respect of the SPV (e.g. delegation of rent collection, maintenance and cleaning in relation to a property);
- 10.1.7 the sale of a property and relevant terms (including price and the buyer);
- 10.1.8 the extension of the term of the investment from the term specified on the Website;
- 10.1.9 the sale of the entire issues share capital or the business and assets of the SPV; and
- 10.1.10 the approval of any works to the property that are expected to take longer than one month to complete during which no rent shall be received by the SPV.

10.2 investors will be contacted via email using the address associated with that investor's account with Property Moose and will be invited to vote on Key Decisions within the specified time period (which will be a reasonable time in the circumstances, as determined by the board of directors of the relevant SPV). If a response is not received by the end of the specified time period, the relevant investors are deemed to vote in favour. Property Moose will send reminders at appropriate intervals. A vote is passed by a 75% majority (by number of shares beneficially held).

10.3 By making an investment, you are agreeing that:

- 10.3.1 Property Moose Limited shall be appointed as the first manager of the Property; and
- 10.3.2 any existing tenant within the Property will remain after acquisition until they serve notice to quit or vacate the property; and
- 10.3.3 any specified renovation work shown on the investment page is approved.

10.4 All Key Decisions shall be made online, as described above, and via Property Moose Nominee Ltd (the "**Nominee**"). The Nominee is described in more detail in clause 15 below.

## 11. CLIENT MONEY

### 11.1

We accept payment by debit or credit card in British pounds sterling. Credit card payments will be subject to a charge of 2.8% of the payment amount and all other conversion or transfer fees in respect of currency exchanges shall be borne by the investor.

### 11.2

Any investment funds transferred in respect of an Investment will be held in a segregated client account held with Mango Pay ([www.mangopay.com](http://www.mangopay.com)) (the "Client Account"). However,

please note that your funds are not protected by the Financial Compensation Scheme and you do not have access to the Financial Ombudsman Service should you require any help.

### **11.3**

When the completion of a property acquisition or investment becomes imminent, any funds held in the Client Account in respect of a pitch will be transferred to the relevant solicitors acting on behalf of the property acquisition or investment or to its individual bank account to complete the investment. Any remaining funds will be transferred to the relevant bank account of the SPV that is acquiring the property and used for costs and expenses associated with the property or the SPV.

### **11.4**

You acknowledge that no interest will be paid on any sums in the Client Account. To avoid banking charges being passed on to the Investment, Property Moose may from time to time receive interest payments in respect of the Client Account and you agree and undertake that Property Moose shall be under no obligation to pass on such interest payments to you.

### **11.5**

All payments made to you from time to time will be made to your Property Moose account and such sums shall be held in the Client Account on your behalf until you either (i) re-invest the monies, or (ii) request that such monies be withdrawn and paid to you via electronic bank transfer. Such payment to you may incur additional fees for same day transfers (if requested by you).

## **12. CAPITAL BONUS AND INTEREST**

### **12.1**

Property Moose will not pay any interest on funds held within its client account.

### **12.2**

Property Moose may pay a discretionary cash back bonus from time to time.

### **12.3**

Any payments made by Property Moose pursuant to this clause 12 shall be a made as a cash back bonus from Property Moose and not an interest payment on the funds held.

## **13. INVESTMENTS**

### **13.1**

You acknowledge that:

### **13.1.1**

our affiliates, and/or the proprietors, officers or employees of Property Moose and/or such affiliates may consider expressing an interest or subscribing for an Investment. If you become aware of this, you agree not to rely upon the same in making a decision whether to invest in an Investment, and you confirm that any decision to invest in an Investment is not based upon any representation, information, action, omission or otherwise of Property Moose, its subsidiaries or affiliates or the proprietors or employees of Property Moose, its subsidiaries or its affiliates.

### **13.1.2**

our affiliates, and/or the proprietors, officers or employees of Property Moose may seek to list or sell a property or shares in an Investment on the platform for such price as they may set. Such Investments will be subject to the same rigorous due diligence as any other Investment, the results of which will be provided to you within a listing in the usual way.

### **13.2**

Members are encouraged to ensure that arrangements are put in place for their next of kin to be informed of their order and the Property Moose process, and that instructions are provided to enable the member's order to be withdrawn before it is converted to a irrevocable order on the occurrence of the member's death, insolvency or incapacity. Property Moose accepts no responsibility or liability for orders not being withdrawn before being converted to a firm order through the failure of the member to put in place such an arrangement, or the failure of the next of kin to communicate a withdrawal.

### **13.3**

Members, or in accordance with clause 13.2, their next of kin, are entitled to withdraw their order at any time prior to it becoming a firm order upon the expiry of the 5 working day confirmation email.

## **14. INVESTMENT STRUCTURE**

14.1 When investing with Property Moose, your investment will be made in the form of either an equity investment in shares or a loan (or a combination). This will be detailed within each Investment listing.

14.2 You will receive an investment receipt via email in respect of your investments.

14.3 The tax treatment will be different when you receive dividends or the repayment of any loans. We will inform you of when a loan is being repaid in the accounts section of your portfolio dashboard. Any repayments of loan parts should not be subject to tax although you should seek advice from a tax advisor if you are unsure of the tax treatment of any returns..

## **15. SHARE OWNERSHIP AND LOAN NOTES**



15.1 When investing with Property Moose, you receive an interest in the Investment via the issue of shares, debentures and/or loans. These investments are held by the Nominee on your behalf and on trust for you as your nominee.

15.2 By investing with Property Moose, you authorise and agree that the Nominee shall hold the shares on your behalf in accordance with the Declaration of Trust a copy of which can be found in the key documents section of the Site. The Nominee shall be entitled to rely on your instructions at any time and act accordingly and you agree to indemnify the Nominee and DFI Financial Services Ltd against any claims, losses, expenses, costs, actions or any other things incurred or caused by the Nominee acting on your instructions. Nothing in this clause shall limit the Nominee's liability to you for fraud or its own gross negligence.

15.3 For the avoidance of doubt, the Nominee is a mere nominee, in whose name your Investment shares will be held in accordance with your direct instructions. It will not (and cannot) make any decisions on your behalf, or take any action without instructions given in accordance with these Terms. If you have any questions please get in touch with the team at [support@ukdiversifiedproperty.com](mailto:support@ukdiversifiedproperty.com).

15.4 When investing with Property Moose, you agree that the Nominee will hold your Investment on your behalf. The Nominee will be the registered holder of the notes and pursuant to a security trust deed the Nominee will agree to hold the loan notes on trust for each relevant investor and acknowledge that each relevant investor has the beneficial interest in the loan notes and the Nominee will act as the security agent on your behalf in respect of any security that secures the loan notes. A copy of the security trust deed can be found in the key documents section of the Site.

15.5 The Nominee shall, via the Site, keep you updated on your investment by in-Site messages, emails, telephone calls and SMS as necessary from time to time and you confirm and authorise the Nominee to conduct such communication at any time.

## 16. Key Documents

### 16.1

You acknowledge that the Investments are made on the basis of certain documentation such as articles of association of a company, loan note instruments and certain security documentation (without limitation). These documents contain certain obligations and restrictions and you confirm that you will review all key documents before investing and contact Property Moose if you have any questions before investing. The Key Documents can be found on the website.

## 17. REGULATION AND LIABILITY

### 17.1

You, as a member of Property Moose, acknowledge and accept that you must make your own assessment of the viability, accuracy and prospects of the Investments, our pitches, and any relevant investment propositions and should consult your professional advisers should you require any assistance in making such an assessment or should the investor require any services whatsoever in connection with Property Moose. In particular, the attention of the investors is drawn to the disclaimer, risk warning and regulatory notice on each pitch.

### 17.2

You acknowledge that Property Moose does not provide any financial advice or personal recommendations in relation to investments.

## 18. CANCELLATION

### 18.1

In accordance with the 2013 Consumer Contracts Regulations, you are entitled to a 14 working day cancellation period following the provision of services by Property Moose in accordance with these Terms. Cancellation of this agreement within the period allowed must be effected in writing and served on us at our registered address. Such period shall begin at the point of making an investment being the point at which payment is made via the Site in relation to an investment advertised on the Site.

## 19. TAXATION

You are responsible for any taxation payable in respect of any payments you receive from us or the Site and you indemnify us against any taxes, charges or claims made against us in respect of the non-payment of your individual tax and other social security liabilities.

## 20. OUR LIABILITY

### 20.1

The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

#### 20.1.1

All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity;

#### 20.1.2

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results or the use of this Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

**20.1.2.1**

Loss of income or revenue;

**20.1.2.2**

Loss of business;

**20.1.2.3**

Loss of profits or contracts;

**20.1.2.4**

Loss of anticipated savings;

**20.1.2.5**

Loss of any other opportunity;

**20.1.2.6**

Loss of data;

**20.1.2.7**

Loss of goodwill;

**20.1.2.8**

Wasted management or office time; and

**20.1.3**

For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

**20.2**

Any limitations contained in this clause 20 do not limit our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable English law.

**20.3**

Where the Site links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 21. ACKNOWLEDGMENTS

### 21.1

You acknowledge and agree that:

#### 21.1.1

We are making no warranty or representation as to the ability of the Investment to pay and its credit risk and we are not underwriting any debt or credit risk of the Investment and will not be liable in any way;

#### 21.1.2

You are investing entirely at your own risk and by investing confirm you have sought independent advice and conducted your own due diligence;

#### 21.1.3

You agree to keep confidential and not to use, disclose or communicate any and all content of the Site (except in the course of obtaining professional advice in respect of the same or with our written consent or as required by law). This restriction will continue to apply after any termination of membership;

#### 21.1.4

Calculations or financial indications provided on the site are for guidance purposes only and are not guaranteed;

#### 21.1.5

The information on the Site does not constitute advice, recommendation or an endorsement of investment requests or investment vehicles. The information is not intended to be relied upon as a sole basis for deciding whether or not to invest in an Investment;

#### 21.1.6

We make no representation or warranty as to the accuracy of any data displayed on an investment page, nor whether it is up to date or error free; and

#### 21.1.7

We do not guarantee that there will be sufficient bids to fully fund an investment in an Investment or that there will be sufficient investments for you to invest in.

## 22. INTELLECTUAL PROPERTY RIGHTS

## **22.1**

We are, and you acknowledge and agree that we are, the owner or licensee of all intellectual property rights in the Site, and the material published on it (including the Property Moose logo and branding). These rights are protected by copyright laws and treaties around the work and all such rights are reserved.

## **22.2**

You are not authorised to copy or download any extracts from the Site unless expressly authorised by us to do so.

## **22.3**

No warranty is given by us that the contents of the Site do not infringe the rights of any third party.

## **23. VIRUSES, HACKING AND OTHER OFFENCES**

### **23.1**

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (together "Viruses"). You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to the Site. You must not attack this Site via a denial-of-service attack.

### **23.2**

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use the Site will cease immediately.

### **23.3**

We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

## **24. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our Privacy Policy (as displayed on the Site). By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

## **25. COMMUNICATIONS**

You agree and confirm to us that you accept and authorise us to serve any written communication on you electronically using the email address associated with your membership of the Site. You agree to this electronic means of communication in respect of the Site and any Investment you have invested in and you acknowledge that all contracts, notices, information, documents and other communications in relation to your Investment that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

In addition, you agree and confirm that we may contact you by telephone or other means (including SMS) to inform you about your investments and changes to the service. You have the right to opt out of any or all of these communications at any time by contacting us in writing at [support@ukdiversifiedproperty.com](mailto:support@ukdiversifiedproperty.com).

## 26. NOTICES

### 26.1

All notices served on us must be in writing and served on us at our address registered with Companies House from time to time. We do not accept any notice electronically or by fax.

### 26.2

Notices will be deemed to be received:

#### 26.2.1

Four clear business days after posting by recorded, special or registered post by Royal Mail;

#### 26.2.2

When received by a statutory director of Property Moose if posted by any other means.

## 27. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 28. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

## 29. ASSIGNMENT AND VARIATION

Your membership in Property Moose is non-transferable, and the provisions of this agreement shall not be assigned, transferred, mortgaged, charged or otherwise encumbered without the written consent of Property Moose.

### **30. SEVERABILITY**

If any of these terms and conditions or any provisions of any other document featured on the Site are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **31. ENTIRE AGREEMENT**

#### **31.1**

These terms and conditions constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

#### **31.2**

We each acknowledge that neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

#### **31.3**

Each of us agrees that our only liability in respect of any representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

#### **31.4**

Nothing in this clause limits or excludes any liability for fraud.

### **32. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

#### **32.1**

We have the right to revise and amend these terms and conditions from time to time.

#### **32.2**

You will be subject to the policies and terms and conditions in force at the time that you apply to become a member, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the membership acceptance (in which case we have the

right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the services we provide or services provided by members of our group).

### 33. LAW AND JURISDICTION

#### 33.1

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### 33.2

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### REGULAR PAYMENT PLANS

#### 34.

By signing up to our regular investment plan you are authorizing us to deduct the specified sum from your account each month on the requested day.

#### 35.

Subject to clause 36 below, you can cancel the plan at any time by emailing us at [support@ukdiversifiedproperty.com](mailto:support@ukdiversifiedproperty.com) giving full details of your account and notifying us that you wish to cancel. We will then cancel the plan from the next available date.

#### 36.

Should you receive a free gift as part of the sign up process, the minimum term of the investment shall be 12 months and you shall only be entitled to cancel your plan following expiry of this 12 month term.

#### 37.

During the set up of your account, your card may be charged £0.05 as a set up charge to enable us to verify the account.

#### 38.

You are responsible for ensuring that your account has sufficient balances in your account at the time the payment is taken. We are only able to execute your instructions and are not responsible for, and shall not be liable for, any charges or costs associated with going overdrawn or made by your bank for making the relevant payments.