

TERMS AND CONDITIONS (Website)

This Website is the property of Sigma Developments Limited trading as Sigma Investment Property, hereinafter referred to as “Sigma”.

Welcome to the Sigma website and terms and conditions for use. These terms and conditions apply to the use of this website at www.sigmainvestmentproperty.com, and to any correspondence and/or contractual relationships entered into between Sigma and you whether via email, telephone, fax or in personal communication.

By accessing this website and/or registering and/or placing an order, you agree to be bound by these terms and conditions.

Using this website indicates that you accept these terms regardless of whether or not you choose to register with us or order from us. If you do not accept these terms, do not use this website.

These Terms and Conditions (the “Terms”) govern the relationship between Sigma and you and take precedence over any other printed or other conditions even if such conditions purport to take precedence. Please read them carefully.

The www.sigmainvestmentproperty.com website is operated by:

Sigma Developments Limited

Registered in England No. 5724589

Registered Offices: The Science & Innovation Centre, Bletchley Park, Sherwood Drive, Bletchley, MK3 6EB, Milton Keynes, United Kingdom

The Sigma trading address and contact details are as follows: Sigma Developments Limited, The Science & Innovation Centre, Bletchley Park Sherwood Drive, Bletchley, MK3 6EB, Milton Keynes, United Kingdom

Email: info@sigmainvestmentproperty.com

Telephone: +44 (0) 1908 363 468



Sigma provides an advice and procurement service for property and property related goods and services in the UK and Internationally, hereafter referred to as the “Service” or “Services” The terms “you”, “your”, “investor” refer to any individual, company or business, whether registered with Sigma or not, to whom Sigma provides Services

1. WEBSITE USAGE

1.1 You will be able to access part of this Website without registering your details with us. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

1.2 Our prices are reviewed periodically without notice. Any prices shown on the website or elsewhere are current prices and are subject to change without notice. Sigma may make available limited price incentives from time to time, but shall not be bound by such price incentives outside the specified time as described.

2. LICENCE

2.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) that no documents or related graphics on this Website are modified in any way;
- (b) that no graphics on this Website are used separately from accompanying text; and
- (c) that any of our copyright and trade mark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.3 Subject to clause 6.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.4 Any rights not expressly granted in these terms are reserved

3. SERVICE ACCESS

3.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.



4. WEBSITE MATERIAL

4.1 Other than personally identifiable information, which is covered under the Privacy Statement, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 4.2 or 4.3.

5. Privacy Statement

This privacy statement describes how we at SIGMA use the information we collect on our website. You do not have to give us any personal information in order to use most of this website. However, if you wish to obtain more information about us and our offerings, or to take advantage of some of the more special personalised services that we offer, you will need to provide certain information. If you have any questions about this statement or your personal information, please contact info@sigmainvestmentproperty.com

SIGMA is the sole owner of the information collected on this website. We do not sell, share or transfer this information except as set out in this statement. We use your information to improve our marketing, for administration and to provide you further information about our services. We may employ the services of a Third Party to help us in certain areas. In some cases that third party may receive your information.

However at all times SIGMA will control and be responsible for the use of your information.

The types of information we collect are described below:

Name; company; job title; postal address; e-mail address; telephone number(s) and other relevant information

5.1. Cookies

We may use cookies. A cookie is a small amount of data which is stored on your computer's hard drive which makes it easier to identify you and which is revealed to us when you use this website. We also use cookies to track the interest of our users so that we can subsequently enhance their experience on our website. You can configure your web browser not to accept cookies, although this may hinder the functionality of the website



5.2. Use of Information

We may:

- send information to you by e-mail (when you have specifically agreed to this) or post which we think may be of interest to you;
- provide information relating to you or others if you indicate that you want to receive marketing material or similar communications; and
- provide other companies with statistical information about our clients but this information will not be used to identify any individual client.

You can inform us at any time if you no longer require such information to be sent by e-mailing info@sigmainvestmentproperty.com

6. LINKS TO AND FROM OTHER WEBSITES

6.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

6.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of any logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Sigma trade marks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 5.2 for breach of these terms and to take any action we deem appropriate.

6.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 5.2.

7. TRADEMARKS

7.1 Sigma, sigmadevelopments.co.uk / sigmainvestmentproperty.com and/or other Sigma services referenced in this website are either trademarks or registered trademarks of Sigma in the UK and/or other countries.

7.2 Other product and company names mentioned in this website may be the trademarks or registered trademarks of their respective owners.



8. COPYRIGHT

8.1 The right of Sigma to be identified as the Author of the Work has been asserted in accordance with the Copyright, Designs and Patents Act 1988, England.

8.2 All website design, text, graphics, spreadsheets, the selection and arrangement thereof, and all software compilations, underlying source code, software (including applets) and all other material in this website are copyright Sigma or its content and technology providers.

8.3 All rights reserved worldwide. No part of this publication may be reproduced or transmitted in any form or by any means without the prior written permission of the publisher.

8.4 Any other use of materials in this website - including reproduction, modification, distribution, or republication - without the prior written permission of Sigma is strictly prohibited

8.5 Permission is granted to print a single hard copy version of this website solely for your own purpose.

9. DISCLAIMER

9.1 Whilst we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

9.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provides you with this Website on the basis that we excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

9.3 Sigma recommends and advises you to take independent financial and legal advice regarding your own circumstances before entering into any property transactions or adopting any strategies referred to on this website or in any training material provided by Sigma. Past history shows us that property can go down as well as up in value.

9.4 Sigma has endeavoured to provide the highest quality information and advice, backed up by substantial experience and proven evidence from the marketplace. However, individual interpretation of information may vary, and individual circumstances, skills, abilities, knowledge and attitude play an important part in achieving a particular outcome. In addition, the future behaviour of the property market may not follow past experience, either nationally or locally. For this reason Sigma does not warrant, guarantee or promise that you will make a profit from any property transaction entered into, whether as a result of acting on information contained within this website or otherwise.

9.5 Nothing on this Website constitutes an invitation or offer to buy the properties listed on the Website, details of which are provided for informational purposes only.

9.6 We strongly recommend that you continue to learn and research about the property investment market, specifically accessing current comment and observation on a regular basis. Do not rely on Sigma as your only information source.



9.7 Within this website and other information provided by Sigma, there are references to, and comments about, other services and advice provided by other businesses and individuals. Sigma has not been authorised, sponsored, endorsed or approved by these businesses or individuals, except where specific reference is made to the sponsorship, endorsement or approval.

9.8 To the fullest extent permitted at law, Sigma is providing this website, its subsidiary elements and its contents on an "as is" basis and makes no (and expressly disclaims all) representations or warranties of any kind with respect to this website or its contents including, without limitation, advice and recommendations, warranties of merchantability and fitness for a particular purpose. In addition, Sigma do not represent or warrant that the information accessible via this website is accurate, complete or current.

9.9 To the fullest extent permitted at law, neither Sigma nor any of its affiliates, partners, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. 15.1 We, and any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group, associated or subsidiary companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

9.10 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

9.11 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9.12 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

9.13 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom.

It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

9.14 Sigma is not a regulated or licensed investment or financial advisor. All information provided by Sigma is intended as general information regarding property and should never be treated as giving specific advice or recommendations. Please seek your own accounting, financial and legal advice for your own particular needs and requirements before entering into any commitment.



TERMS AND CONDITIONS (Buyer)

Sigma Developments Limited Trading as Sigma Investment Property hereinafter referred to as “Sigma”.

Sigma Developments Limited

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The terms “you”, “your”, “investor” refer to any individual, company or business, whether registered with Sigma or not, to whom Sigma provides Services

1. INTRODUCTION

1.1 We may revise these terms and conditions at any time by updating this document.

2. PAYMENT FOR SERVICES FROM US

2.1 As part of the reservation process you will be asked to confirm your acceptance of our Terms and Conditions, which form an integral part of the contract with us.

2.2 There are two types of contract that you may enter into.

- A contract between yourself and Sigma, where Sigma is the provider of services. The contract between yourself and Sigma will extend to any fees due to Sigma for property sourced by Sigma on your behalf.
- A contract between yourself and the Developer of a property, where Sigma is acting as an independent on behalf of the Developer.



Where the contract exists between yourself and Sigma.

2.2.1 We may refuse to accept an order:

- (a) where stock is not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error;
- (d) if you do not meet any eligibility criteria set out in our terms and conditions: or,
- (e) for any other reason at our sole discretion.

Where the contract exists between yourself and a Developer

2.2.2 The Developer may refuse to accept an order for the same reasons as given in section 2.2.1 above. Under no circumstances shall Sigma be liable for any damages, contingent or otherwise, if the Developer refuses to accept an order from an Investor

3. PAYMENT

3.1 All payments are made through either the solicitors or the banks. Your solicitor may accept payment on behalf of a developer and will pass that money to the developer forthwith. Once that money has been passed to the developer Sigma shall not be liable for any future disputes about the payment or any other thing, between the Developer and the Investor.

4. PRICING

4.1 All prices exclude VAT (where applicable) at the current rates.

5. CANCELLATION POLICY

5.1 Cancellation of the contract may mean forfeiture of all money paid to date, and possible liability for money that has not been paid, as specified within these terms and conditions.

6. REGISTRATION

6.1 The details provided by you are registration are important and part of our contractual relationship. They must be complete and true to the best of your knowledge. Any changes must be advised to us immediately by sending an email to info@sigmainvestmentproperty.com or telephoning our office.

6.2 If you fail to keep us informed of changes, we will be unable to provide you with information on current and future investment opportunities and related services.

7. DISCLAIMER

7.1 Sigma provides details about property investment opportunities. This detail may include, but not be limited to market research, third



party sources, statistics, forecasts, reports, website data collectively referred to as “Information.” Sigma endeavours to provide accurate, up-to-date and complete information but makes no warranties or representations as to the accuracy, reliability or completeness or otherwise of the Information.

Sigma assumes no responsibility or liability for any omissions or errors contained in the Information.

7.2 Descriptions Of Property, Homes, Buildings, Locations Or Developments Particulars, specifications, pictures and artists impressions of any property, home, building, location or development are given in good faith and believed to be correct, but they do not form part of any offer or solicitation and are intended only as a general guide.

7.3 Sigma does not control the building or development of any opportunity. You acknowledge that developers reserve the right to alter plans, designs and specifications at any time without prior notice. Sigma therefore will not be responsible for any such changes. All descriptions are intended only as a general guide and are not to be relied upon by you or other interested parties as a statement or representations of fact but you should satisfy yourself by inspection or otherwise.

7.4 No warranties or representations are given that the contents of the website or information otherwise distributed will reflect the most recent plans, designs or specification.

7.5 Sigma offers opportunities for property investment through our website, email, postal correspondence, telephone, face-to-face contact or other appropriate means.

7.6 Sigma endeavours to provide you with opportunities that are sound and reliable. Sigma may speculate on the level of investment required and the potential returns. These will vary from investor to investor depending on their particular circumstances and the way in which they finance their investments.

7.7 Any such speculation is based on our research and analysis, which many include the advice and guidance of suitable qualified third parties including but not limited to RICS Surveyors, Accountants and Solicitors. Due to the speculative nature of such opportunities the information we provide should be considered our ‘opinion’ and not a definitive judgement on the nature of the particular investment opportunity.

7.8 Investors are required to conduct their own due diligence and make their own judgement upon the investment being offered. Investors must verify the Information and any Speculative opinion offered by Sigma. Investors are strongly recommended to perform their own financial and legal assessment of any opportunity prior to making any commitment to participate.

7.9 Sigma does not provide or offer an opinion as to whether a particular investment is appropriate for a particular investor. Sigma only offers an Opinion on the investment opportunity in general terms and in relation to the market as a whole.

7.10 Investors should always be aware that the price and value of any investment and income can go down as well as up. If you make an investment you may get back less than the amount your originally invested. If you are in doubt about any investment decision you should seek the advice of a suitably qualified professional.

7.11 Sigma is not a regulated or licensed investment or financial advisor. All information provided by Sigma is intended as general information regarding property and should never be treated as giving specific advice or recommendations. Please seek your own accounting, financial and legal advice for your own particular needs and requirements before entering into any commitment.



8. LIABILITY

8.1 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

8.2 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you.

9. FEES

9.1 Fees for participation in investment opportunities introduced to you by Sigma may vary. However, fees will always be disclosed to you before you commit to participate in any opportunity.

9.2 Unless otherwise agreed in writing by us, the reservation of an investment opportunity should be accompanied by the relevant fees, including but not limited to the Developers reservation fee and Sigma finders fee. These fees are usually payable to your solicitor and are non-refundable, unless expressly agreed otherwise in writing by us.

9.3 If you do not proceed to Exchange or Completion of contracts then all fees paid – including the Developer’s reservation fee and the Sigma finders fee are forfeit.

9.4 The deposit on exchange of contracts is payable to the/your nominated solicitor who will hold the monies until such time as legal completion of the property and ownership by you. The deposit on exchange will usually be requested shortly after the reservation is made. This ensures that the money is available to exchange contracts within the time agreed with the Developer.

9.5 Sigma reserves the right to withdraw the opportunity to purchase any property procured by us if you fail to pay Sigma fees in full and at the appropriate time.

10. RESTRICTIONS

10.1 If you, within five years of the date an opportunity was originally introduced to you by Sigma engage in any capacity directly with a supplier or developer originally introduced to you by us, or engage with the supplier or developer over new opportunities, or if you or a member of staff refers an opportunity introduced by you to us to another person or body, and that person or body engages in any capacity directly with the supplier or developer of that opportunity, then you will be liable to pay our fee at the prevailing rate.

11. THIRD PARTIES RECOMMENDED TO YOU BY US

11.1 Sigma will endeavour to recommend solicitors, mortgage brokers, furniture suppliers, and estate agents or other third parties (“Third Parties”) who offer a service or product deemed to be of good quality and reasonable cost.

11.2 However, Sigma makes no warranties or representations as to the reliability of the services provided by Third Parties and assume no responsibility or liability for their actions, omissions or errors.



11.3 If you make any arrangements with a Third Party found on or via our website or recommended to you by us, it is at your sole risk and responsibility.

12. CONFIDENTIALITY

12.1 Confidential Information means all information relating to current or prospective investment opportunities, our customers and prospective customers, current or projected financial or trading situations, business plans, business strategies, developments and all other information relating to our business affairs including any Information of a confidential nature imparted by us to you during the use of our Services.

12.2 You undertake to us that in consideration of us making such information available to you, all Confidential Information disclosed to you by or on behalf of us or which may at any time come into your knowledge, possession or control, shall be kept secret and confidential. In particular, such information shall not be passed to other people who have not registered with Sigma, except for your professional advisors for the purpose of providing advice to you on the specific opportunity.

12.3 Confidential information shall not be used for any purpose other than that required or permitted for the use of our Services, and shall not be disclosed to any third party except insofar as this may be required for the proper use of our Services and then only under appropriate confidentiality provisions approved by us.

12.4 You shall promptly notify us if any Confidential Information is required by law to be disclosed by you or any other person receiving it under or pursuant to these Terms and shall co-operate with us regarding the manner of such disclosure (but without prejudice to any obligation to comply with any legal requirement).

13. SUSPENSION OR CANCELLATION OF SERVICE

13.1 Sigma reserves the right to cancel your access to our Services any time. We may suspend, restrict, reduce or cancel your access immediately if you breach or appear likely to breach any of these terms.

13.2 You may cancel your registration at any time by writing to us, or emailing us. Upon cancellation you will become liable to pay any outstanding fees, monies or costs owed to us immediately.

14. GOVERNING LAW AND JURISDICTION

14.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

15. MISCELLANEOUS

15.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

15.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

15.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

15.4 Sigma reserves the right to change these Terms at any time. We will give you 7 days notice by posting notice on the website and



sending you either postal notification or an email. If you do not want to accept any new terms you must inform us immediately by writing or emailing us. Failure to do this will result in you being deemed to have accepted such new terms.

15.5 Any notice to be given under these Terms by either party to the other must be given in writing, in English, and shall be deemed to be served: In the case of us communicating with you, twelve hours after we send an e-mail to the e-mail address specified by you, during registration or any changed e-mail address subsequently notified to us; or 48 hours after posting correspondence to the address specified by you, during registration or any changed address subsequently notified to us; and, in the case of you communicating with us, twelve hours after an email is sent to info@sigmainvestmentproperty.com, or 48 hours after a Recorded Delivery Letter is sent to Sigma at our registered office as detailed above

I have read, understood and accepted the Terms and Conditions set out above in relation to the (Website) and the (Buyer) Sections.

Name

Company

Signed

Date

