

The Ameena Group Limited

The Standard Terms and Conditions of Business

The Ameena Group Limited (co. reg. no. 10211834) whose registered office is at Suite 313, 28 Brompton Road, London SW7 3SS will provide its services to you on the following terms and conditions:

1 The meaning of some words used in these terms and conditions

we, us or **our** is a reference to The Ameena Group Limited;

you or **your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

Fee means the amount we agree to charge you for the Services

Materials means any goods, services, documents or items we need to buy or otherwise acquire necessarily in order to perform the Services;

Parties is a reference to both us and you;

Property means the property you have instructed us to market and/or to find for you and to find you potential buyers and/or sellers;

Services means the advice, assistance, expertise and know-how we will provide you in connection with the promotion and sale or purchase of the Property through our customers and business contacts. The precise Services we will provide to you will be stated in our 'confirmation of instructions letter' and as we agree from time to time in writing; and

Standard Terms means the terms and conditions stated herein.

2 Entering into a legally binding contract

- 2.1 A contract between you and us will come into being in one of two ways:
 - 2.1.1 when you sign our confirmation of instructions letter, we will enter into a legally binding contract on the date you sign.
 - 2.1.2 where we agree in writing that we should provide the Services then there will be a legally binding contract on the date of our written agreement.
- 2.2 We suggest that before you sign our confirmation of instructions letter or agree to us providing Services that you read through these Standard Terms. If you have any questions concerning them please ask us.
- 2.3 You should keep a copy of these Standard Terms for your records.

3 Providing the Services

- 3.1 Once we have entered into a legally binding contract, we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- 3.2 Our aim is to always provide you with the Services:
 - 3.2.1 using reasonable care and skill;
 - 3.2.2 in compliance with commonly accepted practices and standards within the estate agents sector; and
 - 3.2.3 in compliance with the laws and regulations in force at the time we carry out the Services relating to estate agents, including but not limited to, the Estate Agents Act 1979, the Estate Agents (Provision of Information) Regulations 1991 and the Money Laundering Regulations 2007.

4 Days and times when we normally provide the Services and performance of Services

- 4.1 Unless we agree otherwise we will provide the Services on normal working days. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- 4.2 The performance of some of the Services may take place away from the Property. For example, we may be able only to carry out some of the activities in performing the Services other than at your Property or when you are present.

5 Materials

At the time we perform the Services we may not have all the necessary Materials we need to perform the Services. The costs of any Material we buy on your behalf will be treated as 'disbursements', which you will be required to pay for in addition to our Fee.

6 Timing

6.1 Our responsibility to perform the Services by particular dates

We aim to carry out the Services by the dates and times agree upon. But we cannot guarantee or provide a firm commitment that:

- 6.1.1 we will start performing the Services by a specified date or time; or
- 6.1.2 we will complete the performance of all the Services by any specified date or time; or
- 6.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

6.2 What can happen if we cannot start performing the Services or complete performing the Services

- 6.2.1 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 6.2.2 Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials, which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 14 days of cancellation.
- 6.2.3 What is a reasonable period of time depends on the types of Services we will be performing and the length of time they will take to perform. For example, if you and we believe that the Services will take only a few weeks to perform, then if we fail to start performing the Services within such timeframe then you may have the right to cancel. If the Services are due to take several weeks to perform, then if we fail to start to perform the Services two weeks after we are due to or we do not perform the Services during a couple of weeks when we were due to, then in such circumstances you may be entitled to cancel the contract. Our policy is to engage in transparent discussions with our clients in order to reach prior agreements where we anticipate any delay.

6.3 Situations or events outside our reasonable control

- 6.3.1 In addition, there are certain situations or events that occur that are not within our reasonable control (some examples are given in clause 6.3.2 below). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation that has

stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

6.3.2 The following are a non-exhaustive list of examples of events or situations which are not within in our reasonable control:

- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
- (b) if the Materials are not available on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
- (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
- (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
- (e) where we are unable to gain access to the Property in order to facilitate our performance of the Services at the times and dates we have agreed with you;
- (f) where the areas in the Property have not be readied by you as we have agreed in order for us to perform the Services; or
- (g) for other some unforeseen or unavoidable event or situation which is beyond our control.

6.3.3 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

- (a) continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
- (b) allowing you to cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in

excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 14 days of cancellation.

7 Fee and payment

7.1 Our charges

We normally charge for our Services on the completion of the agreed work. This normally means, unless we agree with you in writing otherwise, that upon the unconditional exchange of contract of the sale or the purchase of the Property, our Fee will become due and payable in full. If we introduce a buyer or a seller to you and you eventually buy or sell from/to him/her, notwithstanding your termination of the contract with us, our Fee will nevertheless be due and payable in full upon the unconditional exchange of contract of the sale or purchase of the Property. Please refer to our confirmation of instructions letter for further details.

7.2 Estimated charges, if applicable

7.2.1 If we provide an estimate then we will charge you the amount stated in the estimate rather than a charge based on the time taken in performing the Services.

7.2.2 Where the amount of work involved is greater than that stated in an estimate, the following will happen:

- (a) if the amount of extra time we need to spend to finish performing the Services will mean that the extra amount payable by you will not exceed approximately 10% of the amount stated in the estimate, then we will carry on providing and completing the Services without contacting you and obtaining your agreement; and
- (b) otherwise we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless it is not possible to contact you within a reasonable time.

7.3 When payment is required

Payment for our Services and the Materials is normally made in two ways, either:

7.3.1 at the time we finish performing the Services; or

7.3.2 in a number of staged payments, often involving:

- (a) the payment of a mutually agreed deposit before we commence performing the Services; and

- (b) the payment of the remaining amount we will be charging you either on completion of the Services or in a number of fixed payments paid at regular periods.

The option we will use will be indicated on our confirmation of instructions letter.

7.4 VAT

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force, to the full balance due from you.

7.5 If you do not pay when required to

If you fail to make payment by the date or time agreed upon we may:

7.5.1 charge you interest on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them; and/or

7.5.2 if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you, and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

7.6 Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

8 Exclusion and limitation of liability

8.1 We do not exclude or limit liability for our negligence or negligent omission, which causes you personal injury or results in death.

8.2 We shall only be liable for any loss or damage suffered by you, which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

9 Communicating with us

You can call us on +44 203 773 5759. However, for important matters please contact us via email on ac@theameenagroup.com.

10 Cancellation by you

- 10.1 Once we enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract or by law.
- 10.2 If we agree to cancel then you will be responsible for the cost of:
- 10.2.1 any of our time in performing the Services up to the date we stop providing the Services; and
- 10.2.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 10.3 In the circumstances stated in clause 10.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 10.4 If you:
- 10.4.1 purport to cancel the contract; or
- 10.4.2 give notice purporting to cancel; or
- 10.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in clause 10.2 or by law or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

11 Amendments to the Standard Terms

We will have the right to amend these Standard Terms of this contract where:

- 11.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 11.2 we are changing the rates we charge for the provision of Services as provided for in clause 7;

- 11.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 14 days' prior notice (unless the contract is terminated before that period).

12 Contacting each other

If you wish to send us any notice or letter then it needs to be sent to *The Aameena Group, Suite 313, 28 Brompton Road, London SW7 3SS* and should be marked for the attention of *Mr Abdullah Coumine, Managing Director*. Alternatively, you can use ac@theameenagroup.com. If we wish to send you any notice, we will use the email address you have given to us.

13 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

14 Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.