



Business Terms and Conditions

Our website	<p>Access to the Big Roar website is confirmation that you have understood and agreed to be bound by all of these terms and conditions.</p> <p>This website is prepared and issued in the United Kingdom and is intended for the information of United Kingdom residents only.</p> <p>This website is for information purposes only and its content is subject to change without notice.</p> <p>Nothing on this website shall be deemed to constitute financial advice and in the event that you wish to have any such advice, you should contact a financial advisor.</p>
Disclaimer	<p>Whilst Big Roar Ltd. uses all reasonable efforts to ensure that the information published on this website is accurate, current, and complete at the date of publication, no representations or warranties are made (express or implied) as to the accuracy, currency or completeness of such information. Big Roar Ltd. cannot accept any responsibility (to the extent permitted by law) for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on this website or any other website to which it may be linked.</p> <p>Big Roar Ltd. makes no warranty that this website is free from errors, defects or viruses.</p>
Copyright notice	<p>The entire contents of this website (except the crown copyright location maps) are the property of Big Roar Ltd. and are subject to copyright with all rights reserved.</p> <p>You may download or print individual sections of the website for personal use and information only provided that these properly indicate Big Roar Ltd.'s copyright and other proprietary notices. You may not reproduce (in whole or in part), modify, decompile, disassemble or transmit or use for any commercial purpose whatsoever any information from this website without Big Roar Ltd.'s prior written consent.</p>
Email	<p>There is no guarantee that any e-mail you send will be received by Big Roar Ltd. or that the confidentiality of that e-mail will be maintained during internet transmission.</p>
Regulatory	<p>Big Roar Ltd. Whose registered number is 09404501 and registered office is Dept 2515A, 601 International House, 223 Regent Street, Mayfair, London, W1B 2QD . We are members of the Property Redress Scheme (PRS), there to protect your interests. We abide by the PRS code of conduct.</p>
Applicable Law	<p>Any disputes arising from the use of this website shall at all times be governed by the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English Courts.</p>
International transfers of personal information.	<p>As the Internet can be accessed worldwide, if you are visiting the site from outside the UK, your visit will necessarily result in the transfer of information across international borders. By visiting this site and communicating electronically with us you are consenting to these transfers.</p>
Secutiry	<p>If you open more than one browser of the same type whilst using the services listed above on the website, remember to close down all browser windows when you finish.</p> <p>In fact, if you share a computer with someone else or use a public system (e.g. library, in your office, internet café) then we advise you to shut down the computer. This will help ensure any personal information stored temporarily in the computer's memory is lost.</p>



Business Terms and Conditions Continued

1. Definitions
- 1.1 The definitions in this clause apply to these terms:
- Agreement:** means the Order Form Agreement set out overleaf
Complimentary Services: means that we will, free of charge, liaise on your behalf with the following, namely; mortgage brokers, selling agents, developers, banks, sellers, solicitors, letting agents and any other persons(s) or bodies that may be involved in your purchase and/or lettings of the property and oversee and manage the whole process of purchasing and/or letting the property.
Force Majeure Event: shall have the meaning given in clause 8.
Order: means your order by reservation as set out overleaf.
Order Confirmation: shall have the meaning set out in clause 2.5. **Services:** means that we will introduce you to a property opportunity as set out overleaf;
Terms: means the terms and conditions set out in this document.
We/us: means Big Roar Ltd of Dept 2515A, 601 International House, 223 Regent Street, Mayfair, London, W1B 2QD. (Company Registration Number 09404501)
Writing or written: includes letter(s) and e-mail but excludes text messaging and/or any other form of electronic communication through social media.
- 1.2 Headings do not affect the interpretation of these Terms.
2. Basis of Sale
- 2.1 (a) These Terms and the information set out in this Agreement comprise the whole agreement between you and us for the supply of the Services. These Terms only apply to our Agreements with consumers.
(b) Please check that the details in these Terms and the information set out in the Agreement are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please say so as any changes must be in writing. We will only accept responsibility for statements and representations that have been made in writing with the approval and agreement of our authorised employees and agents.
(c) Please ensure that you read and understand these Terms before you sign the Agreement, as you will be bound by the Terms once this contract comes into existence between us, in accordance with clause 2.5.
- 2.2 Any samples, drawings, descriptions or advertising we issue or figures we quote, and any descriptions or illustrations contained in our websites, catalogues, worksheets, check lists or brochures, are issued or published solely to provide you with an approximate idea of the opportunities they describe. They are therefore for illustration purposes only and do not form part of this Agreement between you and us or any other agreement between you and us for the supply of the Services.
- 2.3 If any of these Terms are inconsistent with any term of the Agreement, the Agreement shall prevail.
- 2.4 This Agreement is based on an offer by you to enter into the Agreement which gives you the opportunity to purchase and/or let the property by way of us introducing you to the Developer, Seller, Landlord and/or Agent. It is a reservation of a property only and is not a contract or agreement for the sale and/or let of the Property. We are free to accept or decline that offer at our absolute discretion.
- 2.5 These Terms shall become binding on you and us and the Agreement concluded when:
(a) we issue you with written acceptance of your offer; or
(b) we notify you that we are able to provide the Services, whichever is the earlier. Please note that we are unable to begin supplying the Services before the end of the Cancellation Period referred to in Clause 15 below unless you make an express



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request for us to do so. If you wish us to begin our services before the expiry of the Cancellation period, then please confirm your request in writing. You may sign the Agreement to this effect if you so wish, in the space provided. Where we supply the Services pursuant to your express request if you subsequently cancel this Agreement within the Cancellation Period and we have because of your request concluded the Services, prior to such cancellation, you must pay to us the full amount of our agreed Fees.

- 2.6 To the best knowledge of Big Roar Ltd all details set out in this Agreement are correct however the purchase and/or let of the Property will be dealt with by, but not limited to, the contract for sale, option contract, tenancy agreement, lease agreement of the Property between you and the Developer, Seller, Landlord and/or Agent (the contract). It is your sole responsibility to check that the Property in the sale and/or let contract matches the description and your requirements. Big Roar Ltd is not responsible to you for any changes made by the Developer, Seller, Landlord and/or Agent which will be governed by the contract. You should therefore instruct an appropriate legal advisor to advise you on the contract and check that the Property meets your requirements.
- 2.7 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and the like. You will be subject to the policies and terms in force at the time that you enter into the Agreement with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to Agreements you may have already entered with us that have not yet been fulfilled.

3. Quality of Services

- 3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide the Services.
- 3.2 Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 3.3 Please note that any changes to the details set out in this Agreement that are beyond the control of Big Roar Ltd or any changes to your own personal situation/status shall not invalidate this Agreement. If the Property which is the subject of the Agreement does not proceed for any reason we will use reasonable endeavours to assist you in an attempt to mitigate the effects of these changes on your behalf. Such mitigation may for example take the form of changes to the arrangements for the purchase and/or let of the Property. Should the development/property you have chosen not to proceed for any reason whatsoever then we will, provide an alternative property opportunity and transfer your Agreement free of charge onto such alternate property opportunity. Any other changes as we are able to negotiate and/or assist with on your behalf will be considered on a case by case basis.

4. Provision of Services

- 4.1 We will supply the Services to you from the date set out in the Agreement.
- 4.2 Our Services will continue until such time as we confirm to you in writing that the introduction to the Developer, Seller, Landlord and/or Agent has been made at which point the Services will be concluded.
- 4.3 We will make every effort to complete the Complimentary Services as soon as is reasonably possible.
- 4.4 We may have to suspend the Complimentary Services if for example we have to deal with technical problems, or to make improvements to the Complimentary Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.



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5. Defective Services In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible after we have carried them out.
6. Price and Payment
- 6.1 The price for the Services will be as set out in the Agreement overleaf. Prices may change from time to time, but price changes will not affect any Agreement that we have confirmed in writing.
- 6.2 These prices include VAT. However, if the rate of VAT changes between the date of the Agreement and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 6.3 If not already paid we will invoice you for the ourstanding Services after we have provided the Services to you.
- 6.4 If you do not make any payment due to us by the due date for payment, we may:
(a) charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
(b) If you cancel this agreement after the cancellation period has expired Our fees will not be refunded.
- 6.5 The fees payable for the Services will be as set out in the Agreement overleaf. Once the Services are concluded our fees are non-refundable.
7. Limitation of Liability
- 7.1 Subject to clause 7.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these terms.
- 7.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
(a) loss of income or revenue;
(b) loss of business;
(c) loss of anticipated savings; or
(d) loss of data.
However, this clause 7.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.
- 7.3 We disclaim to the maximum extent permitted by law all representations, warranties (express or implied) regarding products, services, quantities, pricing, information, published on our website, in our brochures or other documents or in any other form or location. Data is constantly updated and therefore is not necessarily accurate, current or complete. By use of our service, you agree to bear full responsibility for your own research and your own decisions. You also agree that we shall not be liable for any decision made or action taken based upon reliance on news, information, or any material published or provided in any media by us.
- 7.4 Disclaimer: While every effort has been made to accurately represent our products and their potential there is no guarantee that you will earn any money as a result of entering into this agreement with us.
- 7.5 We make no promises that our content or the Complimentary Service will be delivered in an uninterrupted, timely, secure or error-free fashion.
- 7.6 You agree that we, our directors, employees or shareholders have given no advice as to the



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suitability of your transactions. You further agree that you have made all decisions and take full responsibility for those decisions. In the case where you had questions or were unsure you consulted with your own independent advisor(s) and those questions have been answered to your full satisfaction prior to proceeding.

- 7.7 Changes in the market and criteria. You accept that whilst we may present various possible outline structures to purchase and/or let property that we cannot be held responsible for changes in lenders criteria, law society guidelines, government legislation or in the market which affect your property.
- 7.8 This clause does not include or limit in any way our liability for:
- (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 7.9 You have NOT been advised by anyone within Big Roar Ltd, that you can get, are likely to get, will be eligible for, approved for, a particular financial product, a particular interest rate or a particular loan-to- value. You accept that you will seek/have sought advice from an independent financial advisor and/or mortgage advisor who has or will advise you accordingly.
- 7.10 You have NOT been promised by anyone within Big Roar Ltd that you will be able to re-mortgage your property and no guarantees have been given in this regard. You realise that it may not be possible to re-mortgage and therefore you proceed on the basis that you can afford the property regardless. You have also not been assured a length of time before a re-mortgage will/may be/or is possible.
- 7.11 Some elements of your purchase and/or let may fall under a regulated framework but you understand that the purchase of a Buy-to-Let property and/or rent to rent is not within a financially regulated framework and therefore may be considered high-risk.
- 7.12 You agree that you have looked over the cash flow illustrations provided by us or on our website and confirmed all figures and calculations through your own research and feel that it is well within your financial means to purchase and/or let and service this property on an ongoing basis including any allowances for changes in the market.
- 7.13 It is up to you to conduct your own due diligence and research into the property including seeking independent advice prior to making any financial decision, this includes undertaking a property valuation, researching the area and market rent. We make no claims as to the specification for developments or for individual plots. You are aware that property values and rents can go up as well as down and that if you do not keep up payments on loans or mortgages secured on your property it may be repossessed.
- 7.14 It is up to you to make any necessary insurance arrangements in relation to the property purchased and to obtain adequate cover.
- 7.15 You agree that any incentives have been clearly explained to you and you accept that should incentives become unacceptable at any time you may still be required to proceed with the purchase without such incentives.



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8. Events outside of our control
- 8.1 We are not and will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control including but not limited to a Force Majeure Event.
- 8.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- (a) strikes, lock-outs or other industrial action; or
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - (e) impossibility of the use of public or private telecommunications networks.
 - (f) Developer or Builder going bust, going into administration causing delays or cessation of the Developer, Seller, Landlord and or Agent.
- 8.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.
9. Assignment
- You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.
10. Notices
- All notices sent by you to us must be sent to us at our Registered Office address shown on the Agreement. We may give notice to you at either the e-mail or postal address you provide to us in the Agreement. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
11. Data Protection
- 11.1 We will only use the personal information you provide to us to provide the Services and/or the Complimentary Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 11.2 You acknowledge and agree that we may pass your details to third parties including but not limited to credit reference agencies, mortgage brokers, solicitors, letting agents, snagging, curtains, furniture and flooring contractors and we are permitted to discuss particulars of the service we provide with third parties.
12. Complaints
- If you have a complaint about any part of the service, please contact us in writing to our Registered Office address.
13. Further Explanation
- If for any reason, you are unsure about any of the above, please contact us for clarification.
14. Consumer Protection
- As the contract for our services may have been made other than in person (for example by telephone, fax or e-mail) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply ("the Regulations"). These Regulations oblige us to give



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you certain information, much of which is contained in this Agreement. Additionally, please note that you have the right to cancel this contract. We set out below certain information about the exercise of the right to cancel. Should you cancel this Agreement for any reason whatsoever after the cancellation period has expired and Services have been commenced or concluded, our fees will not be refunded.

15. Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of signing of this Order form. To exercise the right to cancel, you must inform us, Big Roar Ltd of Dept 2515A, 601 International House, 223 Regent Street, Mayfair, London, W1B 2QD; Telephone Number: 02039 823259; Email: info@big-roar.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired or before services have commenced.

Effects of cancellation: If you cancel this contract within the cancellation period or before Services have begun, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than: - 90 days after we receive the completed, signed and dated credit request form, which can be requested by emailing info@big-roar.com. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

PLEASE NOTE that if you requested us to begin the performance of Services during the cancellation period and if we have in fact commenced or concluded the Services within that cancellation period and before receipt of your Notice of Cancellation then our fee is payable in full and if paid will not be refunded in exceptional circumstances we will provide a credit note.

16. General

- 16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 16.2 If we fail, while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 16.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 16.4 These Terms shall be governed by English law and you and we both agree to the jurisdiction of the English courts.
- 16.5 Big Roar Ltd will report back to you on a minimum of a monthly basis with a progress report, any further correspondence over and above our agreed scope, or work instructed on your behalf, responding to emails and phone calls will be charged at £225.00 per hour plus VAT. This will be deducted from any funds on account or invoiced accordingly.
- 16.6 By engaging in our services you agree not to leave any reviews on any social media, media, internet blogs, websites or any other public engagement with out prior written consent and approval by Big Roar Ltd.