



TERMS & CONDITIONS OF NINA UK PROPERTY CONSULTANCY SUPPLY OF SERVICES

Whilst we use our best endeavours to avoid inconvenience to our clients and carry out their wishes fully, the following standard conditions of trading (additional to the Special Conditions (if any) written upon any document) will apply to all contracts made with Nina UK Property. The following Terms and Conditions of Supply of Services shall govern this transaction except as otherwise specifically agreed in writing by the Client and Supplier, Nina UK Property Tax Expertise and Property Consultancy. The Client for the purposes of these terms and conditions is defined as any person, firm, company or organisation that at any time regularly deals with Nina UK Property through paying Nina Kabra for her services, with whom she has personal knowledge and deals directly with.

1. SUPPLY

- (a) The Service is provided in accordance with the details set out in the Welcome Email and is subject to these Terms.
- (b) The Client shall promptly provide the Supplier with Materials necessary for the Supplier to properly perform the Service.
- (c) The Client shall retain duplicate copies of all Materials and insure against their accidental loss or damage. All Materials shall be at the sole risk of the Client from the time of delivery to the Client.
- (d) The Supplier may alter these Terms at any time, giving reasonable notice to the Client, if necessary to comply with any relevant safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.
- (e) A service which has been accepted by the Supplier cannot be cancelled nor amended by the Client except by mutual agreement and then only on terms which would fully indemnify the Supplier.

3. Payment

(a) Subject to any special payment terms agreed, the Client shall pay the Charges to Supplier Nina Kabra of Nina UK Property as follows:

Mentoring 1-to-1 Phone & Email Consultation

- Nina's premium user-friendly service of education and information starting at only £75 including an hour phone consultation where Nina works for you to help you achieve your goals once I have received your queries/spreadsheet by email to do any necessary research.
- Follow up is recommended, **GO AHEAD** and book a package of 10 sessions on retainer basis so you get an extra 10% discount i.e. ONLY pay for 9 sessions once payment is received in advance
- Packages involve one follow up phone call flexibly scheduled to suit your pace so you and Nina identify goals for you and your business and set on-going targets and defining actions

Private Mentoring 1-to-1 Phone, Email and Meeting Consultation at a local hotel

- Nina's premium user-friendly service incorporating education and training on property tax starting at only £150 with a minimum half day (3 and a half hours) per session including consultation where Nina meets you in person at a hotel and am willing to physically work for you to help you achieve your goals once Nina has received your queries/spreadsheet by email to do any necessary research.
- Follow up is recommended where Nina helps you meet your commitment, so **GO AHEAD** and book a package of 4 sessions on retainer basis with so you get an extra 5% discount i.e. 2 additional phone calls flexibly scheduled to suit your pace by ONLY paying for 4 sessions or have £100 off once payment is received in advance by standing order
- Within action driven packages together we identify goals for you and your business and set on-going targets and defining actions.

- (b) The Charges can be varied by the Supplier from time to time on adequate notice given to the Client.
- (c) The price is subject to revision in the event of any increase in the cost incurred by the Supplier between the date of confirmation of the order and the date of delivery to the Client. The Supplier, Nina Kabra of Nina UK Property encourages you to **GO AHEAD** and take advantage of a very special offer that she is making exclusively available to her first 5 clients known as **Jairek Robbins (son of Tony) "Rule of 5"**. This is unique deal guaranteeing you a very special fixed discounted price. Hence fees are subject to increase.
- (d) All charges quoted are inclusive of VAT.
- (e) The Supplier will charge the Client and be paid without any set off deduction or counter-claim in advance the initial payment charge of the service chosen prior to commencement of work and delivery of services payable by cash or cheque to 'Nina UK Property'. The balance must be paid within 14 days or by agreement of a monthly standing order on 1st or 15th of each calendar month
- (f) As the Supplier wants to focus 100% on building a great working relationship with Clients to help them get their desired results, the standing order payment system has its advantages in that it conveniently spreads the cost for you rather than receiving large invoices. For package deals, the Supplier may agree the Client pays without any set off deduction or counter-claim in advance exercising the preferred option of the balancing payment by standing order such that up-front the full payment is to be agreed by the Supplier to be received by the client within an agreed timescale. If the standing order is set up on a monthly basis the preferred payment dates are 1st or 15th of each calendar month. The Client is encouraged to complete and send the signed standing order mandate to the Supplier.
- (g) The Supplier can charge an administration fee of £12.50 for every letter or email sent to chase a receipted invoice generated from late payment both for agreed work in advance or any additional work agreed in which the Supplier sends the Client a receipted invoice
- (h) The Balance is subject to interest as the supplier can charge interest on any outstanding amount at the rate of 8 % above the base rate of Lloyds Tsb Bank plc from the due date if the outstanding amount is not paid within 28 days plus the late payment administration fees.

4. Ownership Client affairs will always be treated in confidences which are within our possession or under our control.

5. Warranties and Liability

(a) Copyright (c) Nina Kabra 2009/10/11: All rights reserved; Unauthorised copying, usage, reproduction, hiring, renting, lending, public performance and broadcasting is not permitted

(b) Limited Liability Disclaimer: Please note that advice shared by Nina UK Property is intended to inform rather than advise. This advice is for general guidance and reference only. It is based upon our experiences, opinions, and knowledge. Whilst we always take

great care that our advice is accurate and up-to-date, regardless of whether you do or do not take action as a result of this advice. Nina UK Property will accept no responsibility or be held liable for any decisions made by you or financial loss incurred as a result of information here. Nina Kabra and Nina UK Property are not responsible for the content or information of our affiliates. In general you are urged to seek taxation, legal, and financial advice before making any investment decisions.

(c) The Supplier warrants that the Service will be provided using reasonable knowledge, care and skill and, as far as reasonably possible, in accordance with the Terms.

(d) Subject as expressly provided in these Terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Supplier shall not be liable to the Client for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or affiliates or otherwise) whether arising out of or in connection with the supply of the Service.

(e) Notwithstanding the above, the entire liability of the Supplier under or in connection with any Terms shall not exceed the total charges payable, provided that nothing in the Terms shall exclude or limit the Supplier's liability for death or personal injury caused due to its negligence.

We do not accept any claim or liability for material used in customer's orders which has not been supplied to us or our sub-contractors. No complaints or claims as to the quality and quantity of goods supplied by us can be considered unless made by the buyer in writing directly to the Seller within seven days of receipt of goods, or if related to the transport of the goods within such time as will enable the Supplier to comply with the time limit and procedure of the carriers.

LIMITATION OF SELLER'S LIABILITY

Any express or implied statement, condition or warranty, statutory or otherwise not stated herein is hereby excluded and deemed to be inconsistent herewith; and no responsibility is accepted by the Supplier for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure at the goods to comply with the specification or with statutory requirements.

6. Termination

(a) Each party may terminate the Contract at any time by giving 2 *months* notice if commitment cannot be kept up by mutual agreement.

(b) Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

7. Consequences of Termination The Supplier will charge reasonable fees for any services given up to that point.

8. Other

(a) The Contract and Terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

(b) Any notice required or permitted to be given by either party to the other under the Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address in England or Wales as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

© No failure or delay by either party in exercising any of its rights under the Terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Terms or the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

(d) If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

(f) The Terms (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person who is not a party to these Terms (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Contract pursuant to the provisions of the said Act.

7. FORCE MAJEURE, ETC

(a) The performance of all work is subject to variation or cancellation by the seller owing to any Act of God, war, strikes, lock outs, fire, flood, drought, tempest or any other cause beyond the control of the seller or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver caused by any such contingency.

(b) The Supplier shall not be liable to the Client or in breach of contract if the Supplier delays in performing, or fails to perform, any of its obligations to the Client, if that delay or failure was beyond the Supplier's reasonable control.

8. RETENTION OF OWNERSHIP BY SUPPLIER

The seller and buyer expressly agree that until the seller has been paid in full for the goods comprised in any sale contract between them:

(a) the goods comprised in such a contract remain the property of the seller (although the risk therein passes to the buyer at the point when delivery begins);

(b) the seller may recover goods supplied at any time from the buyer if in the buyer's possession and the due date for payment has passed.

9. LAW

English law applies to the Contract and the Terms, and the parties hereby submit to the non exclusive jurisdiction of the English court.