



TERMS AND CONDITIONS FOR MEMBERSHIP OF AYAMONTE HOMES

1. DEFINITIONS

AS YOU READ THESE TERMS AND CONDITIONS, PLEASE NOTE THAT:

- "WE", "OUR", "OURSELVES" AND "US" MEANS AH (AYAMONTE HOMES).
- "YOU", "YOUR" AND "YOURSELF" MEANS ANY PERSON EMPLOYED OR OWNING AN AGENCY
- "CLIENT" MEANS ANY PERSON, PERSONS, OR COMPANY WHO WAS SOLD A UNIT BY "YOU" AND IN WHICH YOU WERE INSTRUCTED TO MAKE THE RESERVATION ON THEIR BEHALF.

2. MEMBERSHIP

- MEMBERSHIP OF AYAMONTE HOMES QUALIFIES YOU TO HANDLE THE PROPERTY CONTAINED IN OUR PORTFOLIO.
- THIS DOCUMENT SERVES AS THE **TERMS AND CONDITIONS THAT ACT AS AN AGREEMENT**.
- EACH PROJECT WILL SEND A LETTER OF COMMISSION THAT GOVERNS THE SALE.

3. APPLICABILITY

- GENERAL. THESE TERMS AND CONDITIONS GOVERN THE HANDLING OF CLIENTS SENT TO SPAIN OR ACCOMPANIED BY YOU ON-SITE.
- ALSO INCLUDING ALL RESERVATIONS YOU MAKE WITH US AS TO ANY LIABILITY WE MAY HAVE IN RELATION TO THAT RESERVATION. FOR THE AVOIDANCE OF DOUBT IT IS BEST THAT ALL CLIENT VISITS OR RESERVATIONS ACCOMPANY A TELEPHONE CALL TO OURSELVES OR EMAIL TO MAKE THE APPOINTMENT AND RECONFIRM THE PROCESS.
- WHEN MAKING A RESERVATION, OUR CONFIRMATION OF THE RESERVATION IS MADE WHEN WE RECEIVE THE DEPOSIT FROM YOUR CLIENTS AND THE SIGNED OFFICIAL FORM.
- THE HOLDING OF THE PRODUCT IS MADE IMMEDIATELY BY US. THIS WILL BE CONFIRMED BY PHONE AND/OR E-MAIL. HOLDING IS LIMITED TO A 48-HOUR WINDOW.
- RESERVATIONS ARE MADE BY YOU ACTING AS A BROKER. YOU MUST HAVE A WRITTEN CONFIRMATION TO MAKE THE RESERVATION AND THE AUTHORITY TO PROVIDE US WITH THE TRANSFER TO THE CLIENTS OF AYAMONTE HOMES.
- REGISTRATIONS OF CLIENTS ARE MADE ONLY ON-SITE AND FILLED IN ON THE VISIT SCHEDULE. REGISTRATION CANNOT BE MADE THROUGH THE INTERNET UNLESS IT IS **ACCOMPANIED BY AN APPOINTMENT TIME AND DATE**.
- SOME AGENCIES WILL HAVE A SELECTION OF UNITS FOR EXCLUSIVE MARKETING. THESE ARE HELD IN THIS STATUS FOR A MAXIMUM OF ONE MONTH AND REVIEWED.

4. RESERVATION FORM, OFFER, AND AGREEMENT

OFFERS MUST BE IN WRITING AND MUST HAVE CLIENT DETAILS, A PASSPORT COPY, AND A COPY OF THE TRANSFER.

- THE RESERVATION FORM SIGNED IS EVIDENCE OF THE CONTRACT, NOT THE ELECTRONIC TRANSACTION.
- RESERVATION FORMS MUST BE SIGNED BY THE CLIENT AND A SCANNED COPY SENT BY E-MAIL.

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- THE EVIDENCE OF TRANSFER MUST ILLUSTRATE THE REQUIRED DEPOSIT PAID TO OUR PROTECTED CLIENT ACCOUNT.

5. CANCELLATION OR CHANGES

- ANY CANCELLATION OF THE RESERVATION CONTRACT IS MADE THROUGH WRITTEN NOTICE **BY THE CLIENT** BY EMAIL.
- FAILURE TO PAY THE DEPOSIT. FAILURE TO PAY IS UNDERSTOOD AS A PAYMENT THAT IS MORE THAN 30 DAYS IN ARREARS FROM THE DATE OF NOTIFICATION OF THE RESERVATION.
- IF FOR ANY REASON THE CLIENT DOES NOT CONTINUE WITH THEIR PURCHASE THE RESERVATION IS FORFEITED IF IT IS HELD FOR MORE THAN 30 DAYS.
- THE CLIENT HAS THE RIGHT TO TRANSFER HIS RESERVATION TO ANOTHER PRODUCT, SUBJECT TO AVAILABILITY AT ANY TIME PRIOR TO THE CONTRACT.

6. PRODUCT DEFINITION

- ALL INFORMATION REGARDING THE PRODUCT, VALUATIONS, SERVICES AND CONTRACT CONTENT ARE THE RESPONSIBILITY OF THE DEVELOPER, PRINCIPAL, PROMOTOR OR BANK.
- IN THE CASE OF REALES, WE MAKE THIS INFORMATION AVAILABLE FROM THESE OWNERS BUT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THEIR MATERIAL.
- IN REGARD TO PROPERTY, PLANS, ARTIST'S IMPRESSIONS, AND SPECIFICATIONS. ALL PROPERTY FACT SHEETS AND M2 PROFILES CAN BE AMENDED BY THE DEVELOPER/SELLER DUE TO CHANGES MADE BY ARCHITECTS OR TECHNICIANS FOR STRUCTURAL REASONS OR TECHNICAL PROBLEMS RESOLVED DURING THE CONSTRUCTION.
- ALL PROPERTY IS SOLD AS SEEN UNLESS STATED.
- ALL ARTISTIC SALES MATERIAL ACTS AS GUIDELINES AS TO WHAT THE PROPERTY MAY LOOK LIKE AND CANNOT BE USED IN ANY CONTRACTUAL FORMAT OR DISPUTE.

7. DUE DILIGENCE AND DISCLAIMER

- ALL PROPERTY HANDLED BY US HAS BEEN CHECKED FOR APPLICABLE LICENCING AND ARE LEGALLY CORRECT FOR SALE.
- EXCLUSIVE MULTI-UNIT PROJECTS OFFERED BY US WILL HAVE THE PROJECTS LEGAL LICENSING CHECKED AND THE BUILDING SURVEYED AND VALUED.
- THE INFORMATION PRESENTED IN SALES DOCUMENTS WAS OBTAINED FROM THE SELLERS AND SOURCES BELIEVED TO BE RELIABLE. NEITHER AYAMONTE HOMES NOR ANY OF OUR OFFICES OR EMPLOYEES MAKE ANY WARRANTY AS TO THEIR ACCURACY.

8. NON-CIRCUMVENTION

- THE AGENT WILL NOT SEEK ACTION OR SEEK TO ACQUIRE AN INTEREST IN THE OPPORTUNITY (HOWSOEVER STRUCTURED) WITH THE INTENTION OF CIRCUMVENTING OR REDUCING OUR PARTICIPATION OR INVOLVEMENT IN THE OPPORTUNITY, OR REDUCING THE COMPENSATION WHICH WE WOULD HAVE RECEIVED HAD SUCH CIRCUMVENTION NOT TAKEN PLACE.
- AYAMONTE HOMES IS NOT ALLOWED TO SEEK ANY INTEREST IN SALES OR OPPORTUNITIES FROM A CLIENT REGISTERED BY A MEMBER AGENT.

9. PAYMENT OF COMMISSIONS AND ADMINISTRATIVE FORMALITIES

- PAYMENT OF COMMISSIONS ARE MADE WHEN THE PROMOTOR RECEIVES A FULLY SIGNED CONTRACT FROM THE CLIENT at the NOTARY AND 100% OF THE NECESSARY PAYMENT IN ACCORDANCE WITH EACH PRODUCT PRICE. THE TRANSFER OF THE PRODUCT WILL BE MADE

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AT THAT POINT AND THIS WILL INITIATE A PAYMENT AT THE NOTARY DIRECT OF THE COMMISSION.

- WE WILL NOTIFY YOU IMMEDIATELY OF THIS STATUS AS WE TRACK ALL SALES AND THE INVOICE MUST BE SUBMITTED 10 WORKING DAYS BEFORE THE NOTARY APPOINTMENT.
- IF AN INVOICE IS NOT RECEIVED 10 DAYS BEFORE THE NOTARY APPOINTMENT YOU MAY NOT GET PAID AT THE MOMENT OF TRANSFER.
- THE INVOICE MUST BE MADE TO YOUR COMPANY.
- YOU ARE RESPONSIBLE FOR ALL TAXES AND AUDITS WITHIN YOUR RESIDENT TAX COUNTRY FOR INCOME PAID TO YOU.
- ALL PAYMENTS AT THE NOTARY WILL HAVE IVA AT 21%
- COMMISSION LEVELS ARE PUBLISHED FOR EACH PROJECT AND A LETTER OF COMMISSION IS THE CONTRACTUAL AMOUNT YOU WILL BE PAID. THESE CAN BE RE-CONFIRMED BY E-MAIL BUT ARE SUBJECT TO CHANGE. THIS WOULD NOT AFFECT SALES ALREADY MADE.

9. CLIENT STATUS

- THE CLIENT DETAILS SUBMITTED ARE CONFIDENTIAL AND THE CLIENT BELONGS TO THE COMMERCIAL DATABASE OF YOUR AGENCY OR COMPANY INTRODUCING THE CLIENT.
- WE OR ANY ASSOCIATED COMPANIES WILL NOT USE OR ATTEMPT TO CONTACT, INFORM, OR SELL TO THIS CLIENT ANY PRODUCT IN THE FUTURE AS PART OF OUR DATABASE WITHOUT CIRCUMVENTING YOUR RIGHTS.

10. RESPONSIBILITIES

- THE BROKER BOOKING THE SALE OR REPRESENTING A CLIENT WHO WAS RESERVED DURING AN APPOINTMENT BY YOUR REALTOR REPRESENTS YOUR AGENCY/COMPANY. IT IS THE AGENCY'S RESPONSIBILITY TO HANDLE THE CLIENTS' FUTURE ENQUIRIES, AND CHANGE ORDERS AND PROVIDE AN ADEQUATE LEVEL OF SERVICE TO THE CLIENT THROUGH THE PURCHASE PROCEDURE.
- CHANGE ORDERS OR REQUESTS ARE DEALT WITH BY THE TECHNICAL DEPARTMENT AND YOUR REQUEST WILL BE PASSED THROUGH THE ONSITE SALES TEAM TO THIS DEPARTMENT.

11. RENTALS

- WARRANTIES OF YIELD AND RENTAL RETURNS ARE NOT THE RESPONSIBILITY OF OUR COMPANY.

12. PRICE LISTS AND PAYMENT CONTROLS

- PRICE LISTS ARE PROVIDED BY DEVELOPERS/PRINCIPALS/PROMOTORS/.
- PRICES CAN CHANGE WITHOUT NOTICE BUT WE HAVE ASKED FOR A MINIMUM 7-DAY WARNING IN ORDER THAT PROSPECTS CAN BE WARNED OF THE IMMINENT RISES.
- PAYMENT CONDITIONS ARE SET BY THE DEVELOPER/PRINCIPAL/PROMOTOR/.
- ALL PRICE LISTS AND PAYMENT CONDITIONS SHOULD NOT BE MODIFIED WITHOUT WRITTEN AGREEMENTS BY ALL PARTIES.
- DEVELOPERS OR OUR COMPANY DO NOT ALLOW THEIR NAMES TO BE USED IN ANY PUBLIC ADVERTISING OF DISCOUNTED PROPERTIES.

13. SERVICE

- OUR AIM IS TO PROVIDE A SERVICE WHERE CLIENTS CAN BE ATTENDED TO 7 DAYS PER WEEK.

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- ACCOUNTS MANAGERS ARE AVAILABLE DURING WORKING HOURS IN THE MAIN OFFICE.
- ALL CLIENTS WILL BE TOURED OR HANDLED IN THE MOST PROFESSIONAL MANNER WITH APPROPRIATE DRESS AND SALES MATERIALS.
- OUR REALTORS EXPECT TO BE BRIEFED CORRECTLY ON THE CLIENT IN ORDER TO BE EFFECTIVE AND WHERE POSSIBLE WE TRY TO INCLUDE BILINGUAL STAFF
- IF YOU DO NOT ACCOMPANY YOUR CLIENT RESULTS OF THE TOUR WILL BE FED BACK TO YOU WITHIN A REASONABLE PERIOD OF TIME OF THE TOUR CONCLUDING BY PHONE OR EMAIL.
- MARKETING SUPPORT CAN BE ARRANGED.

14. GOODWILL

- ALL TRANSACTIONS ARE MADE IN THE SPIRIT OF GOODWILL. THE OBJECTIVE IS TO ACHIEVE THE SALE FOR THE BENEFIT OF ALL PARTIES.
- AT ALL TIMES WE TRY TO REPRESENT THE CLIENT SENT BY YOUR COMPANY IN A MANNER THAT IS HONEST, POLITE, AND REponds TO THEIR WISHES.
- THESE CONDITIONS ACT AS GUIDE LINES AND ANY DISPUTE WILL BE SETTLED IN THE COURTS.