

Terms and conditions of the offer

1. The purchase date is the date at which cleared funds are received in to Room To Invest accounts.
2. It is expected that a room right certificate confirming your successful application for room rights will be dispatched by first-class post no later than eight weeks from receipt of your investment. The company reserves the right, at its discretion, to reject any applications. If an application is not accepted any application monies will be returned (without interest) by returning the applicant's cheque or banker's draft through the post to the address of the first named applicant at the risk of the applicant(s). Incorrectly completed application forms may be treated as valid and binding upon the relevant applicant's request at the option of the company.
3. Applications must be made on the application form. By completing an application form, you as the applicant(s):
 - 3.1 Agree to buy the room rights specified in your application form at the offer price applicable on the terms and subject to the conditions set out in the application form (of which these terms and conditions of application are a part);
 - 3.2 Authorise the company to send confirmation that your application is accepted to your address (or, in the case of joint applicants, to that of the first named applicant set out in your application form);
 - 3.3 In consideration of the company agreeing that it will consider and process applications for room rights under the offer in accordance with the procedures set out in this document, which will become binding on receipt of the application form by the company at the address specified in the application form:
 - 3.3.1 Warrant that your remittance will be honoured at its first presentation and agree that if it is not so honoured you will not be entitled to receive a room right certificate in respect of your room rights applied for or to enjoy or receive any benefit in respect of your room rights unless and until you make payment in cleared funds for them and such payment is accepted by the company (which acceptance will be in its absolute discretion and on the basis that you indemnify the company against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of your remittance being honoured on first presentation) and that, at any time prior to unconditional acceptance by the company of such late payment in respect of your room rights, the company may (and without prejudice to any other rights) void the agreement to grant room rights to you and may without liability to you grant such room rights to any third party, in which case you will not be entitled to any compensation or damages of any nature whatsoever;
 - 3.3.2 Agree promptly, on request by the company, to disclose in writing to it any information which it may request in connection with your application and authorise the company to disclose any information relating to your application which it may consider appropriate;
 - 3.3.3 Agree that any room right to which you might become entitled and monies to be returned to you may be retained pending clearance of your remittance or pending investigation of any suspected breach of the warranties in these terms and conditions and that such monies will not bear interest;
 - 3.3.4 Warrant that if you sign an application form on behalf of someone else or a corporation, you have authority to do so and such person will be bound accordingly and will be deemed also to have made the offer and given the authority, confirmation, warranties and undertakings contained in these terms and conditions;
 - 3.3.5 Confirm that in making this application, neither you nor any person on whose behalf you are applying, is relying on any information or representation in relation to the company other than that as is contained in this document and application form, and you accordingly agree that none of the company, the directors, or any other person acting on behalf of them or any other person responsible solely or jointly for this document or any part of it will have any liability for any such information or representation (except in the case of fraud);
 - 3.3.6 Warrant that no other application is being made by you for your own account or by another on your behalf or for your benefit and with your knowledge for such purpose or, if you are applying as agent or nominee of another, that no other application is being made by you not being such an application as an agent or nominee for that other person and that other person is not, to your knowledge, acting in concert with any such other person or persons;
 - 3.3.7 Agree that all applications, acceptances of applications and contracts resulting from them under this offer will be governed by and construed in accordance with English law and that you submit to the jurisdiction of the English courts and agree that nothing will limit the right of the company to bring any action, suit or proceedings arising out of or in connection with any such application, acceptances of application or contracts in any manner permitted by law or in any court of competent jurisdiction;
 - 3.3.8 Warrant that in connection with your application, you will observe the laws of all relevant territories, obtain any requisite governmental or other consents which may be required, comply with all requisite formalities and pay any issue, transfer or other taxes due in connection with your application in any territory, other than stamp duty or stamp duty reserve tax, and that you have not taken any action or omitted to take any action which will or may result in the company or any of its directors, officers, agents or employees being in breach of the regulatory or legal requirements of any territory in connection with the offer or your application;
 - 3.3.9 If you are applying for room rights on behalf of any other person, in connection with your participation in the offer, you have observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering, you accept full responsibility for any requirement to verify the identity of any other persons in respect of whom you have applied and you are a person (1) subject to the Money Laundering Regulations 2003 in force in the United Kingdom; or (2) subject to the EC money laundering directive; or (3) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and are based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the EC money laundering directive;

Terms and conditions continued

- 3.3.10** Warrant that you are aware of your obligations under the Proceeds of Crime Act 2002 which relate to money laundering;
- 3.3.11** Warrant that neither the application made by, nor the allotment to you, for or of any room rights will infringe any provision of the law or regulations of any country outside the UK;
- 3.3.12** Agree that, having had the opportunity to read this document, you will be deemed to have notice of all information and representations concerning the company contained in it; and
- 3.3.13** That you are not under 18 years of age on the date of your application and that you are not applying on behalf of a person who is under 18 years of age on the date of your application.
- 4.** No person receiving a copy of this document or an application form in any territory other than the UK may treat it as constituting an invitation or offer to him if it would be in breach of any local laws or regulations, nor should such person apply for room rights. The company reserves the right, in its absolute discretion, to reject any application made by any person outside the UK. All payments under the offer must be made in pounds sterling.
- 5.** It is a condition of the offer that the company or the receiving agent may, in their absolute discretion, require verification of identity from persons lodging an application form ("applicant") or of any person on whose behalf the applicant appears to be acting, to ensure compliance with the Money Laundering Regulations 2003. If satisfactory evidence of identity has not been obtained within a reasonable time, then the transaction will not proceed any further and the application monies (without interest) will be returned to the bank account where the cheque was drawn. In the case of a joint application, references in these terms and conditions of application to "you" are to each joint applicant and the liability of joint applicants is joint and several.
- 6.** You will be allocated room rights in respect of a specific room in the hotel for seven nights per year. Your room and allocated seven night period will be determined at random by the company. Your weekly allocation (but not your room) will be in a different quarter each year as determined at random by the company.
- 7.** For the first three years of your investment from the purchase date you will receive an income equal to 8% of the amount of your investment. After this period you will receive from the company up to 75% of any rental income received by the hotel from guests staying in your room during your allocated seven nights each year. Subject to the provisions of clause 8, such monies will be payable in sterling within four weeks from the end of the calendar year i.e 31st December
- 8.** The company guarantees that the income from your room rights during the first 3 years of our agreement will be at least 8% of your initial investment. The guaranteed minimum amount will be paid within four weeks from the end of the calendar year i.e 31st December
- 9.** The company will procure that any investor in room rights will be entitled to a 5% discount on any future offers made by Room To Invest or its subsidiaries.
- 10.** If you are not investing through a SIPP or SSAS and would like to stay at the hotel (or any other hotel owned by the company or any of its group companies) subject to availability and an administration fee of £5 per night you will be entitled to 7 nights' free accommodation per annum in a room to match your room right in any hotel within the Room To Invest group of hotels in your own name (but not for or on behalf of a third party unless written authority has been received by Room To Invest).
- 11.** If you do not intend to invest through a SIPP or SSAS please tick the relevant box on the application form and you will be entitled to the benefit referred to in paragraph 10.
- 12.** The rules governing SIPP or SSAS do not allow investments in residential property (including hotel property which an investor has the right to use or occupy). If you intend to hold your investment in a SIPP or SSAS please tick the relevant box on the application form in which case you will not be entitled to benefit from any cost free reservation on room bookings at the hotel or any hotel in the Room To Invest group of hotels.
- 13.** You may sell your room rights to a third party at any time after your purchase in which case you may request in writing that the company helps to find a third party buyer. The company or Room To Invest will not be under any obligation to find a buyer but will use its reasonable endeavours to find a buyer in which case Room to Invest will be entitled to a fee of 6% of the total proceeds of any sale which it procures or arranges on the investors behalf.
- 14.** You may not assign or transfer the benefit of this agreement without the prior written consent of the company. Consent not to be unreasonably withheld. The company may assign the benefit of this agreement to any of its holding companies or subsidiaries of such holding companies.
- 15.** Room To Invest reserves the right in their sole discretion to change, suspend or substitute Room To Invest terms and conditions at any time with or without notice, provided the changes do not prejudice the rights granted to you at the time of the investment.
- 16.** This agreement and the application form will be governed by and construed in accordance with the laws of England and you submit to the non-exclusive jurisdiction of English law.

This document and the application form constitute the entire agreement between you and the company in respect of your room rights and you acknowledge and confirm that you have not entered into this agreement in reliance on any information which is not included in this document or the application form.

To make an investment or if you require any further information please contact the **Global Investment Solutions** team at info@globalinvestmentsolutions.ca or telephone +34 952 666089 (Spain), +44 (0)207 096 1015 (UK), +(1) 905 910 0322 (Canada)