

MARBEN REAL ESTATE

TERMS AND CONDITIONS

Definitions:

- 1.1 the company means Marben Real Estate S.L , whose principal place of business is Marben Real Estate S.L, PO Box 43, Las Sabinas 8, La Manga Club, 30385 Los Belones, Cartagena, Murcia, Spain.
- 1.2 "the Group" means the Company's holding company (if any), and any subsidiary or associated company of the Company from time to time.
- 1.3 "the Client" means the person, firm or company to whom this contract is addressed.
- 1.4 "the Services" means the services provided by the Company to the Client pursuant to this contract.
- 1.5 "the Property" means the property that the Client purchases following an introduction to a seller by the Company.
- 1.6 "Members Club means the after-sales services provided by the Company. ?

Formation of the Contract:

- 2.1 These conditions shall form the basis of the contract between the Company and the Client. These conditions shall apply except so far as expressly agreed in writing by a person authorized to sign on behalf of the Company. No servant or agent of the Company has power to vary these conditions orally.
- 2.2 The acceptance by the Client of the Services shall constitute acceptance by the Client of these conditions.
- 2.3 The construction, validity and performance of these conditions and this contract shall be governed by Spanish Law.
- 2.4 These general conditions shall be subject to such special conditions as may be prescribed in writing by the Company, as supplied to the Client at or prior to the date of this contract.
- 2.5 In the event of any conflict or apparent conflict between the special conditions and these general conditions, the special conditions shall prevail.
- 2.6 Certain of the Services will be provided subject to the standard trading terms of a third party supplier ("the Supplier"). Such terms will inevitably include clauses limiting or excluding the Suppliers liability to the Client. This contract shall be deemed to include and be subject to such terms, which are available upon request.
- 2.7 These conditions supersede all previous contract terms issued by the Company.
- 2.8 All notices to be served under this contract shall be served by first class pre-paid post, facsimile message or e-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.

[Next Page >](#)

Page 01



Tel. (0034) 968 17 51 74
Fax. (0034) 968 17 58 47
UK Office. (0044) 207 193 7400

info@marbenrealestate.com
www.marbenrealestate.com

Marben Real Estate S.L, PO Box 43, Las Sabinas 8, La Manga Club,
30385 Los Belones, Cartagena, Murcia, Spain

MARBEN REAL ESTATE

TERMS AND CONDITIONS

Inspection Visits:

3.1 In certain circumstances, travel arrangements may be delayed or cancelled for reasons beyond the Company's control. In such circumstances, the Company will inform the Client of the situation and, if required, will use its reasonable endeavors to make alternative arrangements on the Client's behalf, but the Company shall not be liable to the Client in any way as a result of any losses suffered or expenses incurred by the Client in this regard. The Client may have recourse to the relevant carrier, subject to its conditions of carriage and to any limitations of liability imposed by any relevant International Convention.

3.2 In any of the events set out below, the Client will be obliged to pay to the Company all related third party costs for which the Company is liable, likely to be the full cost of the flights, accommodation and pre-arranged meals net of the contribution to such services already paid by the Client. The Company will do its best to minimize such costs. The events comprise:

3.2.1 The intimation by the Client, either verbally or in writing, of a desire to cancel the flight booking; 3.2.2 the Company forming the view, acting reasonably, that the Client does not have a legitimate intention to attend the scheduled inspection visits and presentations organized by the Company;

3.2.3 Flight cancellation by the Client; 3.2.4 The Client's failure to catch the relevant flight for any reason; 3.2.5 The Client's failure to attend all of the scheduled inspection visits and presentations organized by the Company on behalf of the Client; or 3.2.6 if, in the reasonable view of the Company, the Client is behaving in a way which will cause or is likely to cause upset or annoyance to others or damage to property. In addition, the Company has the right to terminate the Inspection Visit immediately. If necessary, the Client will be responsible for arranging and paying for their return travel.

3.3 Any necessary alterations must be made through the Company's travel desk. Any attempt to make alterations other than through the Company's travel desk will render the Client responsible for the whole of the cost of the flights, including administrative charges.

3.4 The Company does not accept responsibility for visa or passport requirements, travel insurance, health formalities or other travel related matters.

3.5 Where the Company arranges insurances on the Client's behalf, the Company cannot be held responsible for any shortfall or lack of cover, provided that the Company actually affects such insurance as is briefly summarized in the flight booking form.

Purchase:

4.1 The introduction of the Client to the seller of the Property selected by the Client constitutes a pure introduction service. As is clearly explained in the Company's literature, the contract for the erection and sale of the Property is a contract between the seller and the Client. Whilst the Company uses its reasonable endeavors to ensure the quality and integrity of sellers whom it introduces to the Client, the Company cannot accept any liability for any losses suffered by the Client resulting from breaches by the seller of its obligations to the Client.

4.2 The Client must not deal direct with a vendor, seller, builder or developer of a property. In the event that the Client does this, The Client will be obliged to pay to the Company the amount of commission that would have been payable by the vendor, seller, builder or developer of the property to the Company.

[Next Page >](#)

Page 02



Tel. (0034) 968 17 51 74
Fax. (0034) 968 17 58 47
UK Office. (0044) 207 193 7400

info@marbenrealestate.com
www.marbenrealestate.com

Marben Real Estate S.L, PO Box 43, Las Sabinas 8, La Manga Club,
30385 Los Belones, Cartagena, Murcia, Spain

MARBEN REAL ESTATE

TERMS AND CONDITIONS

Villa Management and Rental Services:

5.1 Villa Management and Rental Services are not provided by any member of the Marben Real Estate group. The Company can effect introductions to local third party companies who provide such Services, on a non-recourse basis.

Payment of Invoices:

6.1 The Client must raise any queries on any invoice within 7 days following the date of invoice.

6.2 The Client shall not be entitled to withhold payment of any amount payable under this contract by reason of any dispute or claim by the Client.

6.3 If the Client shall fail to make punctual payments of any sum under any contract between the Company and the Client, the Company may, at its option, either withhold delivery of the Services until the total indebtedness of the Client to the Company has been discharged, or cancel this contract, following which the Company shall have no ongoing liability to provide the Services, though all invoiced but unpaid sums shall remain due and payable.

6.4 All legal costs and expenses reasonably incurred by the Company in seeking to collect overdue invoices from the Client or otherwise to enforce its rights under this contract will be recoverable from the Client on an indemnity basis.

Delivery of the Services and Defective Services:

7.1 The Company will use all reasonable endeavors to provide the Services in a prompt and efficient manner, but due to the diverse nature of the Services and the fact that, in many cases, the Company is dependent on third parties for the carrying out of certain tasks, the timing of the provision of the Services is not guaranteed. No liability will be accepted for any loss suffered or caused through late delivery or non delivery of the Services and time of delivery of the Services shall not be the essence.

7.2 If the Client wishes to claim there is a material failure in the quality of the Services, the Client shall give notice in writing to the Company within 7 days after the time of supply of the Service in question, failing which the Services shall be deemed to have been satisfactorily provided.

7.3 Where the Company has provided its services as an agent of a third party, any recourse that the Client will have will be solely against such third party. Where the Company is liable for non-performance or improper performance by the third party, the Company's liability is limited to the amount that the Client can validly recover against the third party, under the trading terms of the third party.

7.4 In most instances, the Services effectively constitute an introduction service, for example the introduction of a tradesman or lender etc. Whilst the Company uses its reasonable endeavors to ensure the quality and integrity of persons whom it introduces to the Client, the Company cannot accept any liability for any losses suffered by the Client resulting directly or indirectly from work or services provided (or not provided) to the Client by any such third party.

7.5 The Company will not be liable for any failure to supply the Services resulting directly or indirectly from the Client's failure to provide the Company with correct or complete instructions or the Client's fault.

[Next Page >](#)

Page 03



Tel. (0034) 968 17 51 74
Fax. (0034) 968 17 58 47
UK Office. (0044) 207 193 7400

info@marbenrealestate.com
www.marbenrealestate.com

Marben Real Estate S.L, PO Box 43, Las Sabinas 8, La Manga Club,
30385 Los Belones, Cartagena, Murcia, Spain

MARBEN REAL ESTATE

TERMS AND CONDITIONS

7.6 Subject to the limitations of liability set out above, the Company's liability to the Client for any loss or damage (other than damages for personal injury or death resulting from the Company's direct negligence) which the Client may suffer is limited to a total amount equivalent to the amount payable to the Company under this contract, net of the sums required to be paid by the Company to third parties.

7.7 The Company shall not be liable for any consequential or indirect loss suffered by the Client or any third party in relation to this contract and the Client shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.

7.8 The foregoing sub-clauses of the clause 7 constitute the entire liability of the Company under this contract.

Force Majeure:

8.1 In certain circumstances, the provision of the Services may be delayed or cancelled for reasons beyond the Company's control, including but not limited to strikes, fire or accidents. In such circumstances, the Company shall use its reasonable endeavors to make alternative arrangements on behalf of the Client, but it shall not be liable to the Client in any way as a result of any losses suffered by the Client in this regard. The Client may have recourse to a third party, subject to its trading terms.

Data Protection:

9.1 The Company, other members of the Group and the agents of such persons may use your personal information ("the Information") to inform you about products and services which may be of interest to you.

9.2 If the Company, or other members of the Group, transfer the Information to any member of the Group or any agent located outside of the European Economic Area for the purpose of facilitating business, the Company will use its reasonable endeavors to ensure that the Information is kept confidential.

9.3 The Client can tell the Company in writing not to transfer the Information as set out above. Further details about the uses to which the Information will be put are available upon written request.

Marben T&C – 01.01.07

