**Acquisition Mentoring Service Contract**

THIS AGREEMENT is made: 22/07/2021

**BETWEEN:** Nicholas Wallwork for and on behalf of Redbrick Wealth Ltd, 49 London St, Reading, RG1 4PS
**AND** John Strawson Agriculture (care of Johnathan Strawson)

**1 Entire agreement.**

**1.1** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**2. Disclaimer and waiver of claims.**

**2.1** Investing in property is a speculative method of investment and you could lose money. The material taught or presented by Nicholas Wallwork (trading as Redbrick Wealth Limited) in his mentorship sessions are educational in nature and based on his own practical experiences. Nicholas does not provide financial advice, accounting advice nor does he provide legal advice, warranties or guarantees of any sort. It is essential that all clients carry out their own full due diligence on individual properties and property development projects, and seek professional legal, tax and accountancy advice where necessary. All decisions relating to investing are made solely by the client, this includes but is not limited to choosing the site, appointing any contractors or 3rd party service providers, mortgage products chosen or ay other activity relating to the clients property investment decisions.

**2.2** During each mentorship session, no recommendations of particular investments of any kind are made. If particular properties are mentioned or discussed, they are only cited for educational and illustrative purposes. The client is at all times responsible for their own due diligence in terms of the information they’re taught and any investments they may find or consider.

**2.3** By signing the disclaimer before attending a Nicholas Wallwork mentorship session, the Client has released Nicholas Wallwork (trading as Redbrick Wealth Limited) for any and all liability (see liabilities listed below in **2.3b**) resulting from the Client’s actions based on the discussions, and suggestions made within a mentorship session. All information given by Nicholas Wallwork within a mentorship session is based on his personal opinion and property expertise, and is not to be construed as any recommendation, solicitation, prediction or formal advice for the Client’s actions in and dealing with property investments.

**2.3b** The Client releases Nicholas Wallwork (trading as Redbrick Wealth Limited) from liability for any / all of the following circumstances (i) Loss of profits, (ii) Loss of sales or business, (iii) Loss of agreements or contracts, (iv) Loss of anticipated savings, (v) Loss of use or corruption of software, data or information, (vi) Loss of or damage to goodwill, (vii) Any indirect or consequential loss.

**2.4** Nicholas Wallwork (trading as Redbrick Wealth Limited) has obtained insurance cover in respect of its own legal liability. Any limits and exclusions in this insurance reflect the insurance cover Nicholas Wallwork has been able to arrange, and the Client is responsible for making his own arrangements for the insurance of any excess loss.

**2.5** Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**3. Confidentially Agreement**

**3.1(a)** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause **3.1(b)**

**3.1(b)** to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party’s obligations under the Contract.

**3.2** The Client shall not pass on or disclose any strategies, plans, tactics, schemes, systems or information presented to them as part of the Services.

**3.3** All content, workbooks, materials and systems taught in these mentorships, whether written or verbal are copyright material of Nicholas Wallwork (trading as Redbrick Wealth Limited).

**3.4** The Client is not permitted to copy, make available or divulge to any unauthorised party, in any way, any of the materials, notes strategies or teachings of these mentorships, whether for financial gain or not. Having signed the disclaimer, if the client should allow any of these materials to be made available to any unauthorized party then they will be liable to consequential legal action.

**3.5** By signing the disclaimer the Client has consented to any testimonial they may decide to give Nicholas Wallwork after their mentorship session(s), to be used across the marketing platforms of Redbrick Wealth Limited or any of Nicholas’ associated companies.

**3.6** Fidelity - It is a condition of this agreement that the Client will not seek, nor accept, business from any client, supplier, developer, construction firm, sub contractor, competitor or contact of Nicholas Wallwork (trading as Redbrick Wealth Ltd) or any of their trading entities, whom has been introduced as part of this mentorship agreement, for a period of 3 years following the end or termination of your contract. Any clients/suppliers that you gain remain the intellectual property of the company unless written permission is given on a case by case basis to approach or work with them.

**4. Fees**

**4.1** Where stated, prices quoted are exclusive of VAT. VAT will be applied (if chargeable) at the prevailing rate at the time payment is processed.

**4.2** When booking a mentorship, the price must be paid in full when stated at the time of order or contract. Ongoing monthly payments should be made on the 25th of the month, paid in advance.

**4.3** The Fees for the service are 4% +vat of the GDV (i.e. end value) and are set out as below:

- 1% +vat of the GDV on contract signing (Est. £12,5k + VAT. Any under or overpayment after deciding on the specific site will be topped up no later than on exchange of contracts of the chosen site) – This element is the “pre-exchange” deal work which, includes sourcing (both direct and 3rd party), analysing sites ready for the next phase. Any direct sourcing (where no other finders fees are payable) will be additionally charged at 2% +vat of the site purchase price. This pre-exchange element also includes introductions to relevant sub contractors, layouts of the site to maximise value, working with the chosen project management contractors to prepare tenders for construction and overseeing all relevant professional contractor appointments alongside the client. All final decisions and appointments are made by the client. This element of the fee does not include any external sourcing fees payable to 3rd party agents (if applicable).

- 2% +vat of the GDV paid in equal monthly instalments throughout the estimated course of the build, capped at a maximum of 12 equal monthly payments for longer build times. *(N.B. We will seek to try and have as much of this funded by the bank’s development loan as possible)*.

- 1% +vat of the GDV on practical completion of the site, building control sign off, site sale or end re-finance whichever is the sooner.

**5. Termination & Refunds**

**5.1** Any notice of cancellation by the client of a booking or part of a booking must be made in writing by letter sent to Redbrick Wealth Limited, 49 London Street, Reading, RG1 4PS or by email to me@nicholaswallwork.com. Please note that whilst the Client may cancel their booking, no refunds will be offered after the 14-day cooling off period has passed (see clause **5.2** below).

**5.2** There is a 14-day cooling off period, from the date of signing by both parties and payment of the initial fee, during which you are entitled to receive a 100% refund if you wish to cancel your booking or contract. After 14 days, we are unable to process a cancellation for your booking or contract. In order to request a refund, the Client must supply a written notice of said request to *me@nicholaswallwork.com, listing:* (a) Detailed reasons for why the request is being made; (b) Proof that the Client has paid for the Services; and (c) The Client’s name, address, telephone number and e-mail address.

**5.3** Redbrick Wealth Limited reserve the right to alter booked mentorship session dates. In the unlikely event of this situation arising suitable alternatives will be offered.

**5.4** All bookings are non-transferable.

**5.5** Any promotional price is only valid at the time of booking.

**5. Privacy Policy**

Nicholas Wallwork (trading as Redbrick Wealth Limited) does not store credit card details nor do they share customer details with any 3rd parties. The Client’s personal detail (including those disclosed within mentorship sessions) are stored in conjunction with Redbrick Wealth Limited’s privacy policy.

**6. Law and Construction**

The contract of these terms and conditions shall be governed by English Law and Redbrick Wealth Limited and the Client hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding the contracts and these Terms and Conditions.

**8. Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

**9. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**10. General**

**10.1** Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**Mr Nicholas Wallwork**

For and on behalf of Redbrick Wealth Ltd

Signature:

Position: Director

**Mr Jonathan Strawson**

For and on behalf of John Strawson Agriculture

Signature: