



ASK VC Group

Terms and Conditions for Capital Investors

Introduction

These Terms and Conditions govern the agreement between [ASK VC Group which Is a trading style of V Kelly and Partners of Castle House, Accrington, England BB5 6EU (“ASK”) and the Capital Investor (Investor) for the provision of finance to fund property developments.

The Investor

The Investor will provide capital to ASK for it to carry out property developments either in terms of Residential Development or Commercial Property Investments. Upon the Sale of the Units, The Investor will be entitled to repayment of the capital invested PLUS a share of the profits from the development on a pro-rata basis set at 50% of the Profits (after all costs have been accounted for). Payment will be made on or before the sale completion of the last unit.

Simple Example:

Development Site £1,000,000

Development Costs £1,000,000

Sales Value £3,000,000

Gross Profit £1,000,000

If the Investor invests £2,000,000 (All the Development Finance) then will be entitled to 50% of the Gross Profit i.e. 50% of £1,000,000 - £500,000 Plus Capital of £2,000,000 Repaid. Capital Input = £2,000,000 – Return of £2,500,000 – or 25% ROI

ASK

ASK will invest the full sum invested within 6 months of deposit and will inform the investor of the development that the capital has been invested into and provide a Stage 2 Feasibility prior to investment. The Investor has the right to reject any property investment and another will be found. The Investor has the right to buy the property in their own name but then the limited liability clauses will not apply.

ASK will source the best sites, develop them and sell the completed units for maximum returns using its best endeavours.

ASK will be entitled to 50% of the Gross Profits after taking account of all development cost and land / property value. ASK is also entitled to 5% Project Management Fee of Gross Development Value. All other costs will be included in Development Costs and will be paid before any Profit Calculations.

ASK Indemnifies the Investor from any and every claim arising from its developments providing a vital shield from external scrutiny. (Only if ASK buys the property – this clause does not apply if investor buys the property directly.)

Termination of Agreement

Neither party has the right to terminate the agreement. There will however be a backstop in the agreement of 5 years. This is a business agreement.

Liability

The Property Investors will not have any liability under the contract from the date the property is transferred to ASK.

Confidentiality

Both parties agree to keep all project information, financial details, and proprietary methods confidential during and after the agreement term.

Dispute Resolution

In the event of any dispute, both parties agree to attempt to resolve the matter amicably. If no resolution can be reached, the matter will be referred to mediation or arbitration as agreed by both parties.

Governing Law

This agreement is governed by the laws of England and Wales, and any legal proceedings will take place within that jurisdiction.

Miscellaneous

- This agreement constitutes the entire agreement between ASK and the Landowner/Developer and supersedes any prior understandings or agreements.
- No modifications to this agreement are valid unless made in writing and signed by both parties.

SCHEDULE AND SIGNATURES

Investor(s) Name:	
Telephone:	
Email:	
Address:	
Amount of Capital to be Invested:	
Date:	
Signed by Investor:	

ID and Proof of Address is Required for AML Regulations.

This is a Business Agreement between ASK and The Investor. By signing this form the investor confirms that they are a sophisticated investor and acknowledge that there are risks attached to the investment. These types of agreements are not covered by FCA regulations due to their commercial nature. Minimum Investments of £50,000.

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