



**FORUM**  
**INVESTMENT**  
**PROPERTY**  
**& ADVISORY**

## TERMS AND CONDITIONS NOTICE

### **1. Referrals**

- 1.1. Forum Investment Property & Advisory Pty Ltd (Forum) holds various referral and or marketing agreements with its panel of Builders, developers, Property Aggregators and NDIS Property specialists. Forum and any of its authorised directors and associates, are purely providing a referral service between the client and third-party builders and/or land developers/NDIS property providers/Aggregators.
- 1.2. Even though Forum may from time to time provide information on house and land packages (including NDIS properties via specialised providers), by providing such information Forum is doing so at the instruction of the builder and/or land developer/ NDIS property provider/Aggregator for the builder and/or land developer/NDIS property provider/Aggregator. This information, including any supporting material/information is supplied by the Builder/developer/NDIS property provider/SDA/property aggregator. The client acknowledges and accepts that Forum is not selling any property nor any property pursuant to the information provided and is only in the business of providing such connections as stated in clause 1.1 above.
- 1.3. The client acknowledges and accepts that Forum is not a party to any contract entered between the client and the builder and/or land developer/NDIS property provider/aggregator/SDA however, may provide assistance to either the client and/or builder and/or land developer at critical steps throughout the process.
- 1.4. Notwithstanding 1.3 above, the client acknowledges and accepts that Forum's assistance through the process is to merely assist the parties achieve their desired outcomes and not due to any obligation pursuant to a/the contract entered between the client and builder and/or land developer, NDIS property provider/aggregator/SDA provider.

## 2. Third Party Goods and Services

- 2.1. Forum, or any of its authorised directors or agents, are not agents of any developer or builder, NDIS property provider/Aggregator/SDA provider and the client acknowledges and agrees that FSE does not make any representation or warranty as to the builder's and/or land developer/ NDIS property provider/Aggregator/SDA providers fitness for purpose, quality of work, reliability, financial status, possible future resale values of properties quoted by any party, rental amounts quoted, NDIS participant availability nor any other aspect in relation to the builder and/or land developer/NDIS property provider/Aggregator or SDA. All clients are advised to undertake their own due diligence in all aspects prior to entering into these contracts.
- 2.2. Where Forum has referred clients to support services, such as Mortgage Broker's it does not warrant or guarantee that any financing requirements needed to secure any such property (either up front or on completion of any build or purchase) in relation to this referral to a builder/developer/NDIS property provider/Aggregator will be approved or that the broker will act in fact act as Broker for any referred client to the Broker.
- 2.3. The client acknowledges that Forum recommends they make their own enquiries with regard to seeking independent financial planning and or taxation advice prior to signing with any builder and/or land developer in the purchase of land or house and land packages (including NDIS specific projects).
- 2.4. Forum, or any of its authorised representatives including its Directors are not a party to any such agreement/contract that may transpire between the client and the builder and/or land developer/NDIS property provider/ Aggregator/SDA provider and Forum makes no representations as to the fitness for purpose of those agreements.
- 2.5. When the client engages with a referred builder and/or land developer/ NDIS property provider/Aggregator/SDA provider, the client acknowledges and accepts:
  - 2.5.1. The client is solely responsible for undertaking its/their own due diligence regarding the builder and/or land developer/NDIS property provider/Aggregator/SDA in ascertaining if the builder and/or land developer/ NDIS property provider/Aggregator/SDA provider's product is right for their personal circumstances, and
  - 2.5.2. The client will hold blameless Forum should any issue arise in the engagement of the builder and/or land developer/NDIS property provider/Aggregator/SDA provider
- 2.6. The client acknowledges and accepts that all goods and services are entered into with the builder and/or land developer/NDIS property provider/Aggregator/SDA provider and any goods and services provided have no connection with Forum.
- 2.7. Due to 2.6 above, Forum cannot guarantee the quality or accuracy of any goods and services made available by the third-party builder and/or developer to the client.
- 2.8. For the removal of any doubt, the client will enter a contract directly with the builder and/or developer/ NDIS property provider/Aggregator/SDA provider and Forum is not a party to any such contract. The relationship between the client and the builder and/or land developer will be governed by the terms of the contract between the client and the builder and/or land developer/NDIS property provider/Aggregator/SDA provider.

### **3. Referral Fees**

3.1. Forum, in connecting clients with a builder and/or land developer/NDIS property provider/Aggregator, may obtain a referral fee payable directly from the builder and/or land developer/NDIS property provider/Aggregator to Forum for creating that connection. We do not charge clients a fee for our services.

### **4. Changes**

4.1. These terms and conditions may be amended from time to time at the absolute discretion of Forum

4.2. All terms and conditions will be provided to, and/or accessible by the client.

By checking the boxes below and inserting your name (s), you agree to be bound by these terms and conditions.