

## UNDERWRITTEN GUARANTEE: DAVID SIMPSON

This document hereby certifies that the deposit payable by David Simpson to the value **£2,900.00 GBP is refundable** up to five working days following a successful exchange as underwritten by Liberty Capital Markets. Liberty Capital Markets, here-forth referred to as the “Guarantor”, guarantee you irrevocably and without imposition of any terms and conditions, apart from those already provided herein, for all the obligations taken by you as the client.

The payment of the deposited sum of £2,900.00 GBP covering fees pertaining to the Escrow Discharge Supplement for your Kansas B2 £4,000 and Osage £9,800, in the exit of your Investment Portfolio as orchestrated by the Guarantor. The overall sum of the Guarantor’s liability under the Warranty Guarantees under the Contracted sale amounts £17,520.00. The guarantor declares that the buyer will pay the client under this Guarantee upon completing the programmed exchange and upon receipt of written authorisation to release the funds to you within 7 working days after the agreed sale date on the 29<sup>th</sup> June 2021.

The request for payment must be delivered to the Guarantor via your advisor or by mail. Payment of the aforementioned guaranteed amount is payable to you by cheque or BACS transfer. This Guarantee shall be valid from the day of issuance of this Guarantee till the expiry day of the guarantee period, made only on the understanding and condition that the deposit amount was received in full. Please refer to our terms and conditions overleaf for further clarification on how our underwritten guarantee and buy back guarantee works.

This Guarantee shall be enforceable without the need to have recourse to any judicial or arbitrary proceedings. Any disputes arising here from shall be settled in writing, with all enquiries directed to the compliance department in writing. Any disputes concerning this Guarantee shall be settled according to English Law. Underwritten and signed for and on behalf of Liberty Capital Markets:

Yours sincerely,



**Mr Jonathan James Blythe**  
Director

## TERMS AND CONDITIONS

### Liberty Capital Markets

Trading Address: 14 Basil Street, London, SW3 1AJ

Registered Address: 44a Windsor Road, Mansfield, NG18 4EB

Website: [www.libertycapuk.co.uk](http://www.libertycapuk.co.uk)

Telephone: 0203 488 9117

Company No.: 10335255

#### 1. Our Services

Liberty Capital Markets provide asset and portfolio management services and act as agents, working through a network of reputable third-party merchants, traders and private individuals. We specialise in the buying, selling, storing and valuing of assets for investment purposes. By placing an order for goods via our Purchase Order Form, you agree to our terms and conditions, including the Privacy Policy, as set out below. These do not affect your statutory rights.

#### 2. General

We reserve the right to change, alter, adapt, add or remove provisions of these terms and conditions. If we do so we will post any such changes on our website immediately. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question will not be affected. We will not sell to or deal with any individual under the age of 18 years of age.

#### 3. Orders

All Orders are an offer by you to purchase goods from us, in compliance with our terms and conditions, and an order will not form part of a contract until the customer has completed an order form. You are responsible for ensuring the accuracy of the details on this order form. The order has only been deemed to be accepted once this has been confirmed by e-mail, letter or telephone and the payment has cleared into Liberty Capital Markets' bank account. We reserve the right to refuse any order without providing an explanation. The purchaser may cancel the order at any time but no later than on the seventh working day after the invoice being issued (please refer to paragraph on 'cancellation'). Unless otherwise agreed, all orders are in pounds sterling and price excludes VAT, duty, storage and other taxes or charges, which from time to time may apply.

#### 4. Our Pricing

Each service is charged individually and will be clearly stated on the purchase order, which will be posted to you for your confirmation. It is up to the customer to ensure that these details are correct before signing and returning this to us. We establish our own pricing structure, based on our own stock and stock that is available through our industry suppliers, at any given point in time. We therefore accept no liability for market fluctuations. We reserve the right to alter our prices at any given time, subject to availability. For the most up-to-date prices, please speak to one of our portfolio managers. Liberty Capital Markets is a portfolio management service, not a retailer.

#### 5. Payment

We accept payments by bank transfer. By placing an order, you consent to payment being charged to your account, as provided on the order form. If a deposit is taken but full payment is not received by the agreed settlement date, we reserve the right to offer an alternative asset. If the price of asset increases before payment is received, then we reserve the right to request payment to meet this increase. The customer warrants that all the details provided on the order form for the purpose of purchasing the goods are correct. Upon purchase, titles to the goods will pass to the buyer, once payment has been made in full. All goods shall remain the property of Liberty Capital Markets until all monies are paid in full. We reserve the right to withhold delivery of any goods, should full payment not be made. Upon payment, we will either issue you with a proof of purchase form to your address and stock shall be transferred into the private account of your choice.

#### 6. Goods

We will purchase the goods from the supplier upon receipt of the order form and no later than thirty days following a cleared payment. If the requested goods are not available, we reserve the right to offer you an alternative, although we will always endeavour to match your order exactly. In the unlikely event that we substitute a product for you, the buyer shall be entitled to return the goods for a full refund, providing this is within 7 working days of the delivery date and the provisions of these terms and conditions as to cancellation shall not apply in so far as they are incompatible with this clause.

#### 7. Your Warranties to Us

In placing an order with us you warrant to us as follows:

- You are over 18 and legally able to enter into an agreement with us and that the information you provide to us honest/accurate.
- You have read and understand these terms and conditions and understand that they are contractual terms that govern our relationship.
- You have exercised your own skill and judgment in deciding what (and at what price) to order and/or sell (and at what price).
- You understand that the value of your investment can fall as well as rise.
- You understand that no warranty is made by us as to likely profits, demand or quality.

#### 8. Agency

You appoint us to be your agents for the purpose of purchase, storage and sale of the Goods.

#### 9. Sale of Goods

We guarantee to sell your goods for at least the value of the current trading price. Offers given by our team may come with an underwritten guarantee and a buy back guarantee, which can only be signed of by the company Director. The underwritten guarantee provides you with a set date of execution for your assets or a buy back for the full market value of your held assets at your discretion. The guarantee legally binds us client and company together into a binding agreement.

#### 10. Limitation of Liability

We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to the customer for any loss, costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to this.

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