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Office: 70 Main Street,  
Leixlip, Co. Kildare

Client Name (Blocks):

**Re: Letter of Engagement**

Dear Client,

We note that you have expressed an interest in purchasing foreign property and that you now wish to engage us as foreign property advisers and consultants on your behalf.

I confirm that we are pleased to act for you in this matter, on the terms of this letter and the enclosed Terms of Business.

If you have any questions relating to this letter or the attached terms of business, or if there is any further information generally that we can provide about our services, please let us know. Otherwise we should be grateful if you would sign the attached copy of this letter and return it to us by way of confirmation of your acceptance of the terms of this letter and of the attached terms of business.

Yours faithfully

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PAUL EGAN/JALE GÜLTEKIN  
for and on behalf of  
CELTURK LIMITED  
trading as MED DREAMS PROPERTY

I/we accept the terms of this letter and of the attached terms of business.

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*[name of Irish client]*

Date:

## TERMS OF BUSINESS

Our aim is to provide all our clients with consistently top quality assistance and advice in connection with the purchase of foreign property. This document sets the scope of our engagement (the “Engagement”) and the terms on which we do business.

### 1. Interpretation

References in this letter to “we”, “us” and “Med Dreams” means Celturk Limited, a company incorporated in Ireland with registered number 371355, trading as Med Dreams Property. References to “you” means the person(s) to whom this letter is addressed and who signs in the space indicated at the end of this letter.

### 2. Services

2.1 We agree to provide the following services to you in connection with the Engagement (“Our Services”):

- (a) Access to our general database of foreign properties and new developments;
- (b) Consultations with us to ascertain your specific property requirements;
- (c) The provision of a refined list of properties tailored to your requirements and your selected location(s);
- (d) General advice on the foreign property market and on your selected location(s), including advice on the ancillary costs and administration involved in purchasing foreign property at your selected location(s);
- (e) Access to our database of recommended foreign property developers and real estate agents (“Overseas Partners”) in your selected location(s);
- (f) On request, arranging for introductions with our Overseas Partners and, subject to the payment of a booking deposit<sup>1</sup>, on-site viewings of properties and developments in your selected location(s); and

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<sup>1</sup> Payments accepted by Med Dreams Property on behalf of our partnering developing partners.

- (g) Should you decide to proceed with the purchase of a property, assistance in relation to reserving the property and the completion of the purchase contract between you and the seller/developer of the property, and, in certain cases, the provision of a facility to accept purchase monies from you on behalf of the seller/developer of the property.

### 3. Responsibilities

- 3.1 We agree to provide Our Services to you in good faith, save that the overall assessment of the foreign property market and the decision on whether to proceed with the purchase of one or more foreign properties will be made by you in light of your own assessment and we will not be responsible for such assessment.
- 3.2 Our advice is provided to you solely for the purpose of the purchase by you of one or more foreign properties and may not, without our prior consent in writing, be used for any other purpose, or disclosed to any other person.
- 3.3 We are solely responsible for Our Services and, without prejudice to any arrangements or letters of appointment that we may enter into or hold on the terms described in clause 4 below, we are not responsible for the acts or omissions of, or the advice given by, any third party, including but not limited to our Overseas Partners. In particular, we make no warranty as to the accuracy, reliability or completeness of the information that we provide to you in respect of a particular property or properties or development or the foreign property market generally, nor do we accept any responsibility whatsoever for the purchase contract(s) that may be concluded between you and the seller/developer of the property or properties that you decide to purchase.

### 4. Relationship with Overseas Partners

- 4.1 In compiling our database of foreign properties we may enter into arrangements and/or letters of appointment with our Overseas Partners. These arrangements reflect both our position as approved foreign property consultants and advisers and the position of our Overseas Partners as being approved and recommended by us.
- 4.2 Nothing in these arrangements and no action taken by us and our Overseas Partners constitute or shall be deemed to constitute, a partnership, association, joint venture or other co-operative entity between us and our Overseas Partners.

### 5. Money Transfer Facility

- 5.1 In certain cases we may be able to provide a money transfer facility whereby, subject to your compliance with the anti-money laundering requirements that we may notify to

you from time to time [and the payment by you of bank and foreign exchange charges that may be incurred], we will arrange for the transfer of monies we receive from you to the seller/developer of a property that you wish to purchase or reserve (the "Facility").

5.2 In providing the Facility we undertake to instruct our bank to wire all such monies received from you to the bank account of the seller/developer of the property or properties you have agreed to purchase (the "Agreed Seller"). Our function in this regard is limited solely to the provision of the Facility and in particular we accept no responsibility for any acts or omissions of the Agreed Seller, including but not limited to any liability the Agreed Seller may have in connection with the sale and/or construction of the property or properties you agree to purchase.

5.3 All our liability in connection with the provision of the Facility shall cease once we have instructed our bank to wire the monies received from you to the account of the Agreed Seller.

5.4 Typically money transfers to our partners will occur in the first business week of each month.

## 6. Fees, Costs and Expenses

Other than such administrative costs and expenses that are notified to you in advance and which you agree in writing to incur (including bank and foreign exchange charges (if any) in connection with the provision of the Facility in clause 5 above), we shall not otherwise charge you any fees for Our Services provided to you pursuant to the Engagement.

## 7. Limitation of Liability

7.1 We will not be liable to you or to any third party for any loss including, but not limited to, loss of profits, goodwill or any type of special, indirect or consequential loss howsoever caused (including, loss or damage suffered by you as a result of an action brought by a third party) arising out of or in connection with the Engagement, in contract, tort, by statute or otherwise, even if such loss was reasonably foreseeable or in the contemplation of us or if we had been advised of the possibility of you incurring the same unless the loss is primarily caused by bad faith, gross negligence or wilful default by us.

7.2 Where any loss is suffered by you for which we and any other person (for example, our Overseas Partners or the seller and/or developer of the property) are jointly and severally liable to you, the loss recoverable by you from us shall be limited solely to

our relative contribution to the overall fault of us, you and any other person in respect of the loss in question.

7.3 By signing this letter you undertake that you will not make any claim or exercise any other remedy against us relating to or arising directly or indirectly out of or in connection with the Engagement except to the extent that you have suffered loss primarily from the bad faith, gross negligence or wilful default of us.

## 8. Termination

The Engagement may be terminated at any time by either party on the giving to the other of written notice of termination.

## 9. General

9.1 No waiver of or amendment to any term or condition of these terms of business will be effective unless it is made or confirmed in writing signed by us and you.

9.2 Nothing in this letter and no action taken by us and you pursuant to the Engagement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between us and you.

9.3 Nothing in this letter and no action taken by you or us pursuant to this letter shall constitute, or be deemed to constitute, any party the agent of any other party for any purpose. Neither party has, pursuant to this letter, any authority or power to bind or to contract in the name of the other party to this letter.

## 10. Governing Law and Jurisdiction

The Engagement shall be governed by and interpreted in accordance with the laws of Ireland and the parties to the Engagement irrevocably submit to the non-exclusive jurisdiction of the Irish courts.