



**PROSPERITY**  
WEALTH

**Checklist**

Purchasing as: Company  Individual  Existing Client: YES  NO   
Passport Provided: YES  NO  Proof of Address: YES  NO

**Purchaser 1**

**COMPANY:**

(if applicable)

Title: Mr  Mrs  Miss  Dr  Other

Full Name:

Date of Birth:

Occupation:

**ADDRESS DETAILS**

**CONTACT DETAILS**

Telephone:

Mobile:

Email:

**Purchaser 2**

**COMPANY:**

(if applicable)

Title: Mr  Mrs  Miss  Dr  Other

Full Name:

Date of Birth:

Occupation:

**ADDRESS DETAILS**

**CONTACT DETAILS**

Telephone:

Mobile:

Email:

**Reservation Details**

Development:

Plot Number:

No. Bedrooms: 1  2  3

Parking Space: YES  NO

Floor:

Estimated Completion Date:

Completion Balance: Mortgage  Cash

Additional Comments:

Contract Price:

Agreed Deposit: % / £

Initial Reservation Deposit <sup>(a)</sup>:

Initial Legal Fee <sup>(b)</sup>:

Total Reservation Amount Due <sup>(a+b)</sup>:

Payment Term:

Installment Amount: month/quarter

**SIGNED PURCHASER 1:**

**DATE:**

**SIGNED PURCHASER 2:**

**DATE:**

In signing this Reservation Form the Purchaser warrants and represents that he/she enters into this Agreement for him/herself and not on behalf of any other person. When signed by the Purchaser and accepted by Prosperity Wealth & Developments acting as agent on behalf of the Developer, this document will create legally binding obligations. You are recommended to take appropriate legal or other professional advice prior to signing and will be assumed to have done so. Please note all information required is mandatory and Prosperity will not be able to process your reservation without it. Please see Prosperity's Terms & Conditions of Sale overleaf which form the basis of the contract between the parties to the exclusion of any other terms. By signing this reservation form you are agreeing to abide by these Terms & Conditions.

Prosperity Wealth & Developments Limited is a limited liability company registered in England, Company Registration Number 07175163, whose registered office is Century Buildings, 14 St. Mary's Parsonage, Manchester, M3 2DF. Prosperity is a trading name of Prosperity Wealth & Developments Limited and reference to Prosperity should be construed accordingly.

# Terms & Conditions

1. Prosperity acts as agent of the Developer. Prosperity is not a licensed investment advisor, nor a licensed estate agent. Prosperity is not authorised by the Financial Conduct Authority to provide investment or financial advice.
2. No communication from Prosperity is intended to be, or should be construed as, an invitation or inducement (direct or indirect) to any person to engage in investment activities.
3. Every reasonable effort has been made by Prosperity to ensure the accuracy of the information contained in all marketing literature and is based on current market conditions. However, whilst believed to be accurate, the information provided is for guidance only. Prosperity makes no representation and gives no warranties as to the accuracy of the information provided and to the greatest extent permitted by law, accepts no liability for any errors, misprints or omissions (whether negligent or otherwise).
4. Intending purchasers should not rely on the information or representations of fact but must satisfy themselves through their solicitor and by physical inspection of the property (or site) in question or otherwise as to their accuracy.
5. Consequently, no information presented in these particulars constitutes or forms part of a contract.
6. No person in the employ of Prosperity has the authority to make or give any representation or warranty in relation to the investments. Prosperity shall not be liable for any loss or damage whatsoever arising as a result of any person acting or failing to act upon information provided.
7. Prosperity displays information about properties on behalf of the Developer as the Developer's agent and is therefore not responsible for the validity of the details relating to properties shown.
8. Any areas, measurements or distances are approximate only.
9. The text, photographs and plans are for guidance only and are not necessarily comprehensive.
10. It should not be assumed that each property has all necessary planning, building regulations or other consents.
11. For newly built properties, it should not be assumed that Prosperity have tested any services, equipment or facilities, and purchasers must satisfy themselves by inspection or otherwise.
12. All off-plan particulars are prepared from preliminary plans and specifications before the completion of each property and are intended only as a guide.
13. These may change during construction and final finishes could vary.
14. Prospective purchasers should not rely on this information and wherever possible, should get their solicitors to check the plans and specifications before exchanging contracts.
15. Prosperity is not responsible for future changes in the market or market conditions and mortgage applications are subject to individual status.
16. Past performance is no guide to future performance. The value of the property can go up as well as down.
17. No guarantee is suggested or made that any particular applicant will obtain a mortgage on the investments or the value of the mortgage they will be able to obtain.
18. No guarantees can be made on the resale of any of the plots purchased.

## Purchasing Properties

19. You must have read and agreed to the terms and conditions before conducting any business with Prosperity. If you are unsure about any terms, please contact Prosperity for an explanation of anything you are unsure of.
20. By completing a reservation form and paying a Reservation Deposit, it will be implied that you are agreeing to these terms and conditions. The Reservation Deposit forms part of the purchase price of the property.
21. Any opportunities presented by Prosperity are subject to adherence with a strict payment and contractual schedule. Failure to comply with the terms stipulated by the developer will invalidate the purchase and lead to loss of monies paid. Therefore, please do not proceed with any purchase or pay any monies out unless you are in a position to comply with the stipulated schedule.
22. A mortgage coordinator is available to you at any point within the purchase process to assess your ability to secure a mortgage and guide you through the process at completion, or purchasers should take independent mortgage advice in relation to their purchase.
23. To reserve a property, you will need to be in a position to pay a Reservation Deposit, which will represent your initial deposit, and Prosperity's standard fee immediately on reservation. Prosperity will proceed to exchange of contracts within a set period of time (usually within 28 days from receipt of the first standing order payment). During this period, you may be required to pay a further deposit.
24. Please note the Reservation Deposit and any paid deposit is non-refundable if you decide not to proceed for any reason.  
However, a full refund of all payments will be made in the following circumstances:
  - If the developer withdraws from the project.
  - If the apartment reserved is materially different in terms of size (+/- 10%), orientation and/or floor level once full planning is granted.
  - If full planning permission for the Development is not secured
25. We accept payment by cheque, banker's draft or bank transfer. All cheques/banker's drafts must be made payable to Prosperity. We are unable to accept cash or card payments.
26. Payment should be made in GB Pounds Sterling. If payment is made in any other currency, we reserve the right to charge an administration charge for our bank's conversion of the currency. If following conversion and payment of the conversion fee, there are insufficient monies to carry out a transaction, this will delay the transaction until such time as we are put in sufficient funds and you will be liable for the shortfall and any additional liabilities arising from such delay.
27. It is a condition of the sale that Prosperity's in-house nominated solicitor is used. This is to ensure the contracts are structured in the correct way, the process is efficient and on schedule. If a client wishes to use their own choice of solicitor, Prosperity reserves the right to charge a standard administration charge of £250 payable on reservation.
28. Any name changes requested following the submission of this Reservation Form will be subject to a £250 administration fee. Any name changes requested following lawyers being instructed will be the subject of a £500 administration fee. Once lawyers are instructed and contracts are exchanged then administration fees will be provided upon application. All name changes are subject to agreement by Prosperity and any such request must be presented to us direct in writing by persons only detailed on this document and whose signature we hold.
29. If a situation occurs when two people simultaneously reserve the same plot, the plot will be allocated on a strictly first come first served basis (whomever makes payment first). If you do not get your chosen plot, we will contact you by phone and offer you a choice of the remaining plots, and if none are suitable, we will return your payment to you.
30. Reservation Fees will be held until exchange of contracts and are not refundable. However, if a developer withdraws from the sale, all fees paid will be refunded, less our administrative charges. No interest shall accrue to client and Prosperity shall not be liable to you for any shortfall in international exchange rates.
31. Please note that if any deal does not proceed because of the acts or omissions of the purchaser (for example, he has not signed contracts and / or paid monies within the stipulated periods, is not entitled to hold property in the United Kingdom or has been unable to obtain a mortgage), all monies paid to date will not be refunded.
32. Clients purchasing through Prosperity give authorisation to Prosperity in obtaining a copy of the mortgage valuation, when necessary for contract chasing purposes only.

## Warranties and Limitation of liability

33. Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
34. Prosperity shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of Prosperity's obligations in relation to the Goods/Services, if the delay or failure was due to any cause beyond Prosperity's reasonable control.
35. Subject to conditions 36 and 37, the following provisions set out the entire financial liability of Prosperity (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of any breach of these Terms and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. Nothing in these conditions excludes or limits the liability of Prosperity for death or personal injury caused by Prosperity's negligence or for fraudulent misrepresentation.
36. Subject to conditions 34 and 36:
  - (a) Prosperity's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and
  - (b) Prosperity shall not be liable to the Client for any loss of profit, indirect, special or consequential loss or damage (whether for loss of profit, loss of opportunity, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## Copyright

38. Prosperity literature is strictly under copyright and reproduction of the whole or part of it in any form is prohibited without written permission.

## Privacy Statement

39. We are committed to protecting your privacy.
40. We will only use the information we collect from you for the following reasons, firstly to facilitate the processing of any orders (your details will automatically be entered in to any documentation that needs completing), and secondly to provide you with the best possible service. By signing this document, you are providing Prosperity with the authority, under GDPR regulations (2018) to divulge relevant information to our partner firms to help facilitate the arrangement of Mortgage Finance, Lettings Management and the arrangement of life assurance and protection orientated financial products
41. We will only email you in relation to property investment and related matters and you will be able to unsubscribe at any time from our email database.
42. The type of information we will collect about you includes:
  - your name
  - address
  - telephone number
  - email address
43. We will never collect sensitive information about you without your explicit consent.
44. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.
45. The personal information which we hold will be held securely in accordance with our internal security policy and according to the law.
46. If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

## Use of the Internet

47. Emails are not a 100% secure or reliable method of communication. Prosperity accepts no responsibility for any loss you may suffer as a result of interception or non-receipt of an e-mail. Where you receive any request for payment via e-mail, it is your responsibility to confirm using alternative means that the email is genuine and the bank details for the transfer are correct. We will be happy to confirm details over the telephone.

## Governing Law

48. By signing the reservation form overleaf, you are agreeing to these Terms and Conditions. This agreement shall be construed in accordance with the laws of England. The Courts of England shall have exclusive jurisdiction to hear any dispute, but notwithstanding, a party may bring an action for injunctive relief, or enforcement of an English Court's ruling in any competent court.

**SIGNED PURCHASER 1:**

**DATE:**

**SIGNED PURCHASER 2:**

**DATE:**