



## RESERVATION AGREEMENT

TITLE: (MR/MRS/MISS/MS/DR)	IF APPLICABLE TITLE: (MR/MRS/MISS/MS/DR)
GIVEN NAME: SURNAME:	GIVEN NAME: SURNAME:
ADDRESS:	ADDRESS:
PHONE: MOBILE:	PHONE: MOBILE:
EMAIL:	EMAIL:
DATE OF BIRTH: CITIZENSHIP:	DATE OF BIRTH: CITIZENSHIP:
PASSPORT NUMBER: (PLEASE PROVIDE A COPY OF PASSPORT)	PASSPORT NUMBER: (PLEASE PROVIDE A COPY OF PASSPORT)
COUNTRY OF ISSUE:	COUNTRY OF ISSUE:
ISSUE DATE: EXPIRY DATE:	ISSUE DATE: EXPIRY DATE:
DEVELOPMENT OF PURCHASE:	PROPERTY PRICE:
NUMBER OF UNITS PURCHASING:	FURNITURE PACK(S)*:
UNIT NUMBER(S):	PARKING:
COMMENTS & CONDITIONS*:	TOTAL PURCHASE PRICE:
BUYER SOLICITOR:	PAYMENT PLAN:
	ON RESERVATION:
	ON CONTRACT:
	STAGE PAYMENTS:
	ON COMPLETION:
	MORTGAGE REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO

\* FURNITURE PACK PRICE IS NOT INCLUDED IN ANY ASSURED RENTAL YIELD CALCULATIONS

## TERMS AND CONDITIONS

### Basis of Agreement

1. This reservation form including these terms and conditions (the reservation agreement) is made between the Buyer and the Seller, acting through XI Developments Limited.
2. The agent has been authorised by the Seller to enter into this Reservation Agreement and receive the Reservation Deposit on its behalf.
3. By entering into this Reservation Agreement, the Agent confirms that the Seller is interested in Selling the Reserved Property to the Buyer and the Buyer confirms that he/she is interested in purchasing the Reserved Property from the Seller.
4. The Buyer warrants and represents that all information is provided by him/her in this Reservation Agreement is true and accurate in all respects.

### Legal and Financial Advice

5. By signing this Reservation Agreement, the Buyer acknowledges and agrees that:
  - a. He/she has been given every opportunity to raise enquiries or questions in relation to the Reserved Property, the development and all plans relating to the same;
  - b. He/she has had the opportunity to take legal and financial advice in relation to this Reservation Agreement and will take legal and financial advice in relation to his/her purchase of the Reserved Property before Exchange of Contracts (as defined below) and will rely on such legal and financial advice.



c. Any information, marketing material and/or representations provided by the Seller of the Agent are for guidance only and are not contractually binding and they shall in no way replace the Buyer's responsibility to seek legal and financial advice and carry out its own due diligence and in respect of the purchase of the Reserved Property.

6. The Agent may recommend a panel of independent solicitors from which the Buyer may appoint a firm to advise him/her on the purchase of the Reserved Property. The buyer is in no way obligated to use a firm from that panel, nor will the Agent be in any way responsible for the Buyer's decision to use any firm on that panel or any advice from which the Buyer's receives.

#### Reservation of the Property

7. In consideration of the payment of the Reservation Deposit by the Buyer to the Seller, the Seller agrees not to sell the Reserved Property to any other person during the Reservation Period (as defined below) and shall instruct its solicitors to issue the relevant documentation for the sale of the Reserved Property to the Buyer.

8. The Reservation Period means a period of 21 days from the date of entering into this Reservation Agreement and paying the Reservation Deposit, provided that if the Reserved Property is subject to any planning approval at the date of entering into this Reservation Agreement, the Reservation Period shall mean a period of 14 days from date of the grant of planning approval. In either case, the Buyer shall finalise Exchange of Contracts (as defined below) in respect of the Reserved Property with the Seller within the Reservation Period.

9. The Reserved Property will not be reserved unless and until the Reservation Deposit is paid in full, cleared funds by the Buyer.

#### Exchange

10. In the event that during the Reservation Period there is a legal exchange of an agreement for sale of the Reserved Property (Contract) made between the Buyer and the Seller for the Purchase Price (Exchange of Contracts) and the Buyer has paid the Reservation Deposit then the Reservation Deposit shall be treated as a part payment of the Purchase Price due under than Contract.

11. In the event that for whatever reason Exchange of Contracts to purchase the Reserved Property does not occur between the Seller and the Buyer within the Reservation Period then the Reservation Deposit shall be forfeited and no refund of the same shall be made to the Buyer and shall belong absolutely to the seller.

12. Completion of the sale of the Reserved Property (including payment of the Purchase Price) will be made by the Buyer in accordance with the Contract for sale of the Reserved Property.

#### Mortgages

13. The Buyer must have the ability to complete the Purchase with cash or funds not dependant on mortgaging the Reserved Property. The future availability of mortgaged or changes in lending criteria cannot be predicted and therefore mortgages cannot be relied on. If in any doubt advice should be taken from an independent financial advisor.

#### General

14. The buyer shall bear all exchange rate difference and/or bank charges, including credit card transaction charges as applicable, in connected with the purchase of the Reserved Property.

15. The Buyer may not assign or transfer any or all of his / her rights to obligations hereunder without the prior written agreement of the seller.

16. This Reservation Agreement contains the entire agreement between the parties relating to the Reserved Property and superseded any prior representations, warranties, agreements, understandings, negotiations, correspondence, or sales and marketing information. This Reservation Agreement does not constitute a legally binding contract to sell or purchase the Reserved Property by either the Seller or the Buyer, which is subject to the Contract.

17. This Reservation Agreement shall be governed by the laws of England and Wales.

#### Disclaimer

18. Neither the Agent nor any of its officer, directors, employees, representatives, servants or agents will have any obligations or liability whatsoever to the Buyer, or any third party arising out of or in connection with this Reservation Agreement or the transaction contemplated herein, save in the events of their fraud, provided that nothing in this Reservation Agreement shall be deemed to exclude or limit for anything which cannot be excluded or limited by law.

19. Notwithstanding the generality of clause 19, neither the Seller or the Agent shall be liable to the Buyer for any: (i) indirect, incidental, special or consequential liability; (ii) loss of profits, business opportunity, investment anticipated savings, goodwill or contracts ; (iii) failure by the Agent to take proper legal or financial advice or for any advice so taken by the Buyer l or (iv) failure by the Seller to enter into a Contract or return the Reservation Deposit due to any breach by the Buyer of this Reservation Agreement. The seller's and the Agent's entire liability to the buyer under this Reservation Agreement shall not exceed the sum of the Reservation Deposit.

By signing this Reservation Agreement the Buyer acknowledges and agrees that he/she has read and understood this Reservation Agreement and has had the opportunity to seek legal and financial advice regarding his / her obligations hereunder and the implications of entering into this Reservation Agreement. This Reservation Agreement shall be binding on the date of the signature by the Buyer.

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PAY BY BANK TRANSFER TO: \_\_\_\_\_

XI DEVELOPMENTS LTD

ADDRESS: BARCLAYS BANK PLC, 265 LORD STREET,  
SOUTHPORT, PR8 1PD

SORT CODE: 20-80-33

ACCOUNT NUMBER: 73720047

IBAN: GB43 BUKB 2080 3373 7200 47

BIC / SWIFT CODE: BUKBGB22