

Reservation Fee Terms and Conditions

It is important that You read these Reservation Fee Terms and Conditions carefully before You proceed. Please pay particular attention to the clauses highlighted in bold. If You do not agree with these Reservation Fee Terms and Conditions You may not use our Services.

Independent Legal Advice

The Buyer and Seller acknowledge that they have been afforded the opportunity to obtain independent legal advice and confirm by continuing to use these services that You have done so.

Transfer of Personal Data to Third Parties

In the event that You have not provided Your personal data and associated documentation (for example Your contact details, NI number, proof of ID (and for buyers - bank statements, source of funds etc.) directly to the Seller's estate agent, We will need to obtain such information from You or Seller's estate agent for our anti-money laundering checks and verification of Your right to buy the Property under this Agreement and to pass on such information to the Seller's estate agent in order for them to carry out their anti-money laundering checks and verification of Your right to sell/buy the Property. We therefore rely on performance of contract as lawful basis for such transfer.

Important Terms

Reservation Fee. Please read the terms and conditions carefully before proceeding as the Reservation Fee is non-refundable.

Reservation Period. The Sellers and the Buyers shall use their best endeavours in performing their obligations set out in the Agreement in order to allow for the purchase of the Property to Complete within the Reservation Period. We cannot guarantee that the sale/purchase will be Completed within the Reservation Period as it is dependent on many factors and all parties fulfilling their obligations to the standards and within the timescales set out in the Agreement and where a timescale has not been set for the Buyer or Seller, they are expected to act promptly. We shall under no circumstances be liable if the sale does not Complete within the Reservation Period, except if shown to have been grossly negligent.

Buyer Due Diligence. The Buyer must read all documentation associated with the purchase of the Property including these Reservation Fee Terms and Conditions, Legal Pack, and Buyer Information Pack made available and must carry out its own due diligence as a reasonable Average Consumer buyer. We will not be liable for you not having read the information provided.

Authority to act on behalf of the Buyer

Where the Buyer has appointed a third party to act on its behalf (whether partial or complete authority to act in relation to the purchase of the Property),

- (i) the Buyer confirms that the third party has read and explained all documentation to the Buyer, including these Reservation Fee Terms and Conditions.
- (ii) where the Buyer has given authority to a third party in relation to accepting payment of the Reservation Fee to be made through the Buyer's pre-registered card or otherwise, the Buyer understands the nature of the Reservation Fee being non-refundable except in limited qualifying circumstances.
- (iii) the Buyer shall be bound by the acts of such third party.
- (iv) the Buyer agrees that We can ask You to confirm details about the third-party authority You have granted on a recorded call which shall be evidence of the authority granted and cannot be challenged. We may where necessary, depending on the type of authority seek additional documentation in support.
- (v) the Buyer shall promptly contact us at enquiries@gotoproperties.co.uk if at any time the Buyer has changed or revoked any authority after it has been granted. The Buyer agrees that it will be liable for acts or omissions of the third-party authority up to the date of the change is notified to Us.

Seller 1 Initials [] Seller 2 Initials [] Buyer 1 Initials [] Buyer 2 Initials []

Part A Interpretation

1. Introduction to these Terms

- 1.1. These Reservation Fee Terms and Conditions for a Property situated in England and Wales are created by GOTO Properties (Genle Ltd) (registered number 9790404) whose registered office is at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, United Kingdom, SL7 3HN.
- 1.2. By creating an Account or making an Offer or a Successful Offer, the Buyer shall be bound by these Reservation Fee Terms and Conditions ("Terms"). The Buyer shall keep its Account details including password safe, shall prevent any unauthorised access to its Account. The Buyer shall at all times be responsible for all activities made through its Account.
- 1.3. By creating an Account or instructing the Agent to market the Property for sale through an Reservation Fee Sale Instruction or otherwise, the Seller shall be bound by these Terms.
- 1.4. These Terms must be read in conjunction with the Property description and all other documents applicable to a particular Property as shall be available from the Website.

2. Definitions

Capitalised words and expressions shall, unless the context otherwise requires, have the meanings respectively set opposite them in Appendix 2:

Words and phrases in the singular shall include the plural and vice versa.

A reference to a 'person' includes a corporate body.

Paragraph headings are for assistance only and do not form part of the Terms.

Words of one gender include the other genders.

- 2.5. References to legislation are to that legislation as it may have been modified or re-enacted from time to time.

Part B Our Obligations

3. Our Services

We agree to provide the Services in accordance with the Reservation Fee Sale Instruction, Reservation Fee Sale Instruction Terms and these Terms.

As Agents for the Seller, We shall:

- 3.2.1. act as an Agent for the Seller in the sale of the Property by Reservation Fee Sale;
- 3.2.2. provide Accounts to users of the Website to facilitate the Reservation Fee Sale process;
- 3.2.3. provide a digital platform for the sale and purchase of Properties by Reservation Fee Sale, its maintenance and user support;
- 3.2.4. procure copies of Reports and relevant documents;
- 3.2.1. sign the Reservation Form on behalf of the Seller, We may also sign the Reservation Form on behalf of the Buyer if We hold appropriate authorisation.
- 3.2.2. market the Property for sale by Reservation Fee Sale;
- 3.2.3. liaise with Prospective Buyers and Buyers;
- 3.2.4. facilitating the Reservation Fee Sale process seek and obtain the Reservation Fee;
- 3.2.5. advise the Seller that We have received any Reservation Fee;
- 3.2.6. any other act incidental to facilitating the sale of the Property in accordance with the Agreement.

3.3. The Services to the Buyer include:

- 3.3.1. providing Accounts to registered users of the Website to facilitate the Reservation Fee Sale process;
- 3.3.2. providing a digital platform for the sale and purchase of Properties, its maintenance and user support;
- 3.3.3. liaising with Sellers;
- 3.3.4. facilitating the Reservation Fee Sale process seeking and obtaining the Reservation Fee;
- 3.3.5. any other act incidental to facilitating the purchase of the Property.

3.4. The Services provided by Us to the Buyer and Seller do not include:

- 3.4.1. executing the Contract for the sale of the Property on behalf of the Sellers,

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Seller 1 Initials [] Seller 2 Initials [] Buyer 1 Initials [] Buyer 2 Initials []

- 3.4.2. instructing conveyancers/solicitors or completing documents for the conveyancers/solicitors;
- 3.4.3. conducting viewings on the Property;
- 3.4.4. any guarantee from Us that the sale/purchase will be Completed within the Reservation Period.
- 3.5. The Consumer Rights Act 2015 gives You certain legal rights (also known as 'statutory rights'). We will provide the Services with reasonable skill and care. In addition:
 - 3.5.1. where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - 3.5.2. where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- 3.6. Nothing in this Agreement affects Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 3.7. If the services we have provided to You are faulty, please contact Us at enquiries@gotoproperties.co.uk or 01844 355024.

4. Conduct of the Reservation Fee Sale

- 4.1. Both the Starting Offer, Sale Guide Price are subject to change any time before or during the Reservation Fee Sale with the agreement of the Seller.
- 4.2. The Prospective Buyer who places the Successful Offer will be declared the Buyer (as defined above) when the Reservation Fee Sale is agreed.
- 4.3. Where the Buyer has set out caveats in accordance with clause 4.10, which the Seller fails to satisfy, the Buyer may withdraw from the Reservation Fee Sale and will not be liable for paying the Reservation Fee.
- 4.4. We may in our entire discretion refuse to accept an Offer or a Successful Offer.
- 4.5. If there is a dispute over Offers, We will use our reasonable endeavours to resolve it and our decision is final.
- 4.6. Our decision on the conduct of the Reservation Fee Sale is also final.
- 4.7. We may cancel the Reservation Fee Sale, or change the way in which a Property is offered for sale. We may also combine or divide Properties. A Property may be sold or withdrawn from sale prior to the agreement of the Successful Offer.
- 4.8. Irrespective of any other Offers, We may select a Successful Offer and have no obligation to inform any Prospective Buyer about our intention to do so.
- 4.9. On the submission of a Successful Offer and receipt of the Reservation Fee,
 - 4.9.1. We shall, by the execution of the Reservation Form in terms of the authorities which we hold, reserve the Property for the Buyer, subject to the performance by the Buyer of their obligations under these Terms;
 - 4.9.2. The Seller shall make the undertakings and be obliged to take the actions detailed in Clause 5; and
 - 4.9.3. The Buyer shall make the undertakings and be obliged to take the actions detailed in Clauses 6, 7 and 8.
- 4.10. A Buyer may at any time call out specific caveats relating to the Property and condition the Buyer's purchase of the Property on those caveats. All caveats must be agreed by all parties in accordance with this clause. All caveats under the Agreement must be recorded in writing in the Reservation Form and be signed by Buyer, Seller and Us. Any amendment to agreed caveats shall be made in accordance with clause 13.9 below (variation clause). **Any purported agreement or amendment by exchange of emails shall not be valid.**
- 4.11. The acceptance of any Successful Offer for the Property shall be agreed by the Seller and Us on calls recorded by Us or email notwithstanding clause 13.9 of the Reservation Fee Terms and Conditions (variation).
- 4.12. Whilst we will use our reasonable endeavours to ensure that all information provided is up to date and accurate, we cannot be liable for human /administrative errors for example when dealing with figures. If determined by Us that an error has occurred, we will have the right to revise the figures to the correct amount. Our decision will be final.

Part C Obligations upon the Seller

5. The Seller's obligations

- 5.1. Before a Reservation Fee Sale, a Seller must complete the Reservation Fee Sale Instruction and agree to comply with the Reservation Fee Sale Instruction Terms and Reservation Fee Terms and Conditions.
- 5.2. Once the Reservation Fee has been paid, the Seller agrees, without prejudice to the right of the Seller to enforce performance of the Buyer's obligations deriving from these Reservation Fee Terms and Conditions:
 - 5.2.1. not to instruct Us to agree another Reservation of the Property;
 - 5.2.2. not to provide access to the Property for or negotiate any terms for the sale of the Property with anyone other than the Buyer or persons confirmed to be acting on their behalf;

- 5.2.3. not to send, instruct, or allow anyone else, to send any document inferring a potential sale of the Property to another party to any person;
- 5.2.4. not to encumber or deal with the title to the Property;
- 5.2.5. to give such access to the Property as may be reasonably required by a surveyor or valuer if required by the Buyer for the purpose of obtaining a mortgage over the Property;
- 5.2.6. to maintain the Property in good condition until exchange/Completion, failing which the Seller may be required to make good any damages done at his own expenses. In the event the Buyer withdraws from the sale as a result of deterioration in the condition of the Property, the Seller shall be liable to pay Us the Reservation Fee;
- 5.3. In addition to the obligations in clause 5.2 above, the Seller shall immediately upon notification of receipt of the Reservation Fee,
 - 5.3.1. instruct the Seller's solicitors to issue a Contract for the sale of the Property to the Buyer's solicitors within 10 (ten) Business Days of the Reservation Fee being paid. The Contract shall be (a) in standard terms and (b) reflective of the Reservation Form; and
 - 5.3.2. to take all necessary actions reasonably required to enable Contracts for the sale of the Property to be exchanged and for Completion of the Contract for sale of the Property to take place within the Reservation Period.
- 5.4. To enable the Seller's solicitors to carry out all work necessary to enable the Completion of the Contract for sale of the Property and the transaction to be Completed within the Reservation Period, the Seller shall:
 - 5.4.1. supply all documentation, information and authority; and
 - 5.4.2. take all relevant actions reasonably necessary.
- 5.5. **Both the Buyer and the Seller agree that We facilitate the Reservation Fee Sale, the Completion of the Reservation Fee Sale within the Reservation Period is dependent on various factors and not dependent on Us. We will therefore not be liable for any delay in the Completion of the Reservation Fee Sale, including outside the Reservation Period or any other consequential losses or decisions made in reliance of the time of the Reservation Period. Any such delay shall not entitle the Buyer to claim for reimbursement of part of all of the Reservation Fee from Us.**
- 5.6. **The Seller shall use its best endeavours in performing its obligations set out in the Agreement in order to allow for the purchase of the Property to Complete within the Reservation Period.**

Part D Obligations upon the Buyer

6. Before the Reservation Fee Sale

- 6.1. To enable an Offer to be placed, a Prospective Buyer must fulfil the Offer Requirements including:
 - 6.1.1. provide Us with electronic payment details;
 - 6.1.2. ensure We have all information We reasonably need from the Buyer to enable Us to Complete the Reservation, including proof of the Buyer's identity and address and proof of funds (including their source) if required by Us. You authorise Us to contact the Buyer's solicitor to obtain copies of Your identification and source of funds documents if necessary and authorise the Buyer's solicitor to release these documents to Us. Failure to provide such information within 72 hours of our request shall entitle Us to terminate the Agreement immediately without liability and the Reservation Fee will not be refundable;
 - 6.1.3. **provide Us with details of the Buyer's solicitors failing which We will instruct solicitors for the Buyer which instructions shall be deemed to have been made by the Buyer and the costs of such instruction shall be responsibility of the Buyer.**
- 6.2. All Offers by a Buyer must be made:
 - 6.2.1. from its Account; and
 - 6.2.2. in Pounds Sterling (GBP) exclusive of any applicable VAT.
- 6.3. Where the Buyer is a company, the Buyer warrants that the company is properly constituted and able to buy the Property. In the event of the Company failing to adhere to its obligations under these Reservation Fee Terms and Conditions and the Contract, the person making the Offer will be personally liable to fulfil the obligations of the Buyer.

7. Undertakings by the Buyer before submitting an Offer

- 7.1. The Buyer by fulfilling the Offer Requirements:
 - 7.1.1. agrees that the Buyer has received the Legal Pack and Buyer Information Form and is willing, and able to proceed with the purchase of the Property, **specifically the Buyer warrants:**
 - 7.1.1.1. **that the Buyer is not aware of any matter which would prevent the Buyer from proceeding with the**

transaction,

7.1.1.2. that it will have and maintain funds available for the purchase of the Property up until Completion. Any change by the Buyer to the method of funding to finance the purchase from that agreed in the Reservation Form (for example from a cash buyer to a subsequent funding through mortgage) which will delay Completion beyond the Reservation Period will constitute a material breach of the Agreement which if not agreed by the Seller in writing or on a telephone call recorded by us will make the Reservation Fee non refundable to the Buyer,

7.1.2. gives the Agent explicit irrevocable consent to sign a completed Reservation Form on behalf of the Buyer following a Successful Offer by the Buyer and agrees that the Agent may also sign the Reservation Form on behalf of the Seller if the Agent holds appropriate authorisation.

7.1.3. accepts that the Reservation Fee will form part of the chargeable consideration for the Property in calculating the SDLT (stamp duty) liability on the acquisition of the Property.

7.1.4. agrees that if two or more are jointly the Buyer, their obligations can be enforced against them jointly or against each of them separately.

8. After the Reservation Fee Sale

8.1. Immediately after the Reservation Fee Sale is agreed the Buyer must:

8.1.1. pay the Legal Pack Fee and Reservation Fee by electronic same day payment,

8.1.2. take all actions necessary to ensure that the exchange and Completion of Contracts takes place within the Reservation Period. The Reservation Period may be extended upon mutual agreement of the Buyer and the Seller (both parties acting reasonably and on the understanding that failure to act reasonably may lead to a termination of this Agreement and liability for the Reservation Fee and other charges).

8.1.3. instruct and ensure that the Buyer's solicitor has raised initial enquiries in writing in relation to the draft Contract with the Seller's solicitor within 5 (five) Business Days of the Buyer's solicitors receiving the draft Contracts from the Seller's solicitor,

8.1.4. provide irrevocable instructions (and payment if requested) to the Buyer's solicitor to carry out all work required to enable Completion of the purchase within the Reservation Period.

8.1.5. If the Buyer intends to utilise a loan in connection with the purchase of the Property, the Buyer shall:

8.1.5.1. promptly apply to the relevant lender and complete all necessary documentation, pay the relevant fees and do all such things as the lender may require to process the Buyer's application;

8.1.5.2. promptly arrange and pay for any survey and/or valuation of the Property if required by the Buyer or its lender; and

8.1.5.3. keep the Agent and the Seller's solicitors advised of the progress with the loan application.

9. Reservation Fee

9.1. The Buyer shall be obliged to pay the Reservation Fee when they place the Successful Offer for the Property.

9.2. If the Buyer fails to pay the Reservation Fee contemporaneously with the Successful Offer or financing details provided by the Buyer do not result in payment of the Reservation Fee, the Agent will provide the Buyer with two Business days' a notice requesting that the Buyer make the payment ("Overdue Reservation Fee Demand").

9.3. If the Reservation Fee is not paid within two Business Days of the Overdue Reservation Fee Demand:

9.3.1. we may as Agent for the Seller treat that failure to pay as the Buyer's repudiation of the Reservation and offer the Property for sale again in which case the Seller shall have a claim against the Buyer for breach of contract or

9.3.2. we may as Agent for the Seller provide notice to the Buyer that the Seller wishes to Complete the transaction by virtue of these Reservation Fee Terms and Conditions save that the Successful Offer shall be increased by the Amount of the Reservation Fee and the price in the Contract increased accordingly. When the Price is paid by the Buyer which Price will be augmented by the Reservation Fee, the Seller shall pay the Reservation Fee to the Agent.

9.4. A Buyer who first becomes aware of the availability of a Property by its presentation Online shall be obliged to pay the Reservation Fee in event the Buyer subsequently purchases the Property through any other means or route to market. This clause does not affect the Buyer's obligation to pay the Reservation Fee immediately after the sale is agreed.

9.5. The Reservation Fee is non-refundable and is retained by Us to discharge our fee unless the Seller is unable to fulfil its obligations under clauses 5.2 above or if any of the caveats of the Buyer recorded in the Reservation Form in accordance with clause 4.10 above is not met and the Buyer provides sufficient and acceptable evidence to that effect.

9.6.

9.7. If following payment of the Reservation Fee, the Buyer reneges on the obligations contained in these Reservation Fee Terms and Conditions (having been given at least 14 days' notice to comply with the Buyer's relevant obligations) then the Seller has the right (without prejudice to the Seller's right to:

9.7.1. request the Agent to terminate the Reservation.

9.7.2. re-offer the Property for sale free of any obligation to the Buyer and in such event the Reservation Fee shall be non-refundable.

9.8. Legal Pack

Where, a Legal Pack has been ordered for a Property, we will order the Local, Environmental and Drainage and Water Searches from our supplier. Office Copy Entries will be produced where available, subject to the Property being registered. Payment for the Legal Pack will be requested from the Buyer contemporaneously with the Reservation Fee. The Legal Pack will not take account of any circumstances which change following procurement and the Buyer shall ensure that it's solicitor will be responsible for reviewing the completeness and accuracy of the Legal Pack, doing their own due diligence prior to the purchase and confirming whether it is applicable for the Buyer at the time of the sale of the Property. **We accept no liability for the accuracy of the Legal Pack and We are not liable to You for any loss or damage whatsoever caused by any inaccuracies, omissions, and/or errors contained in the Legal Pack.**

9.9. Buyer Information Pack

The Buyer Information Pack is prepared by a third party commissioned by US and is based on information provided by the Seller to Us and research done by the third party. **We accept no liability for the accuracy of the Buyer Information Pack and we are not liable to You for any loss or damage whatsoever caused by any inaccuracies, omissions, and/or errors contained in the Buyer Information Pack or reliance placed on the Buyer Information Pack. The Buyer Information Packs serves as a guide only and is subject to the third party's terms and conditions. The Buyer must carry out its own independent searches and due diligence prior to making an Offer.**

Part E General

10. Termination

10.1. These Reservation Fee Terms and Conditions can only be terminated in cases defined in this clause 10.

10.2. You may terminate Your Account at any time, however, if there are any outstanding or pending transactions then termination will occur upon completion of those transactions.

10.3. We may terminate or suspend Your Account or Your Agreement with Us with immediate effect by giving You notice in writing in the event that:

10.3.1. You materially breach any of these Reservation Fee Terms and Conditions or Reservation Fee Sale Instruction Terms and fail to remedy them (if the breach is remediable) within a reasonable time. **Any termination as a result of Your unremedied breach will result in any fees paid including the Reservation Fee being forfeited if You are a Buyer or make You liable for the Reservation Fee if You are a Seller and may make you liable for other losses we suffer as a result of your breach;**

10.3.2. You take or have taken against You (other than in relation to a solvent restructuring) any step or action towards Your entering bankruptcy, administration, provisional liquidation or any composition or arrangement with creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its or Your assets, there are any suspected or threatened action in relating to the foregoing, or You enter a procedure in any jurisdiction with a similar effect to a procedure listed in this clause;

10.3.3. You suspend or cease, or threaten to suspend or cease, carrying on business; or

10.3.4. Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the terms of this Agreement is in jeopardy.

We may also terminate or suspend Your Account at any time on giving You notice to the email address that You provided when registering with Us. We reserve the right to withdraw or amend the Services on a reasonable notice.

11. Our Rights

11.1. We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with this Agreement including use of or inability to use by any person of the Website, or use of or reliance upon content displayed within the Website. Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. We will not be liable for loss of business, profits, sales, revenue, anticipated savings, business opportunity, goodwill, business interruption, damage to reputation or any direct or indirect consequential loss or damage. However, You may become liable for any loss or damage whether in contract, tort or otherwise to the extent legally permissible if you are in breach of this Agreement.

- 11.2. If two or more persons jointly form a party (i.e. the Buyers, or the Sellers) their obligations can be enforced against them jointly or against either of them separately.
- 11.3. We may transfer our rights and obligations under these Reservation Fee Terms and Conditions to another organisation. You may only transfer Your rights or Your obligations under these Terms to another person if we agree to this in writing.
- 11.4. We shall not be in breach of these Reservation Fee Terms and Conditions or the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under these Reservation Fee Terms and Conditions or the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.5. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either us or our third-party suppliers and nothing in these Reservation Fee Terms and Conditions purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 11.6. You agree that You will not, except as permitted herein or by separate agreement with us, change, amend, remove, alter or modify any trademark or proprietary marking on any documents and/or other material You receive or gain access to as part of our provision of the Services. You agree to indemnify us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 11.

12. Privacy and Personal Data

- 12.1. Our Privacy Policy is available at <https://www.gotogroup.co.uk/data-privacy-policy/>
- 12.2. Your privacy and personal data are important to Us. Any personal data that You provide to Us will be dealt with in line with Our Privacy Policy, which explains what personal data we collect from You, how and why We collect, store, use and share such data, Your rights in relation to Your personal data and how to contact Us and supervisory authorities if You have a query or complaint about the use of Your personal data.

13. General, Governing law and jurisdiction

- 13.1. This Agreement is governed by and construed in accordance with English law.
- 13.2. Where the Buyer or Seller is a consumer in England & Wales, they can bring claims against us in the English courts. If Buyer or Seller live in Wales, Scotland or Northern Ireland, You can also bring claims against us in the courts of the country You live in. We can claim against you in the courts of the country You live in.
- 13.3. **Dispute Resolution:** Where a Buyer or Seller is a consumer within the meaning of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and as a consumer makes a complaint about the Services provided pursuant to the Agreement ("Complaint"), we will try to resolve any disputes with You quickly and efficiently.
- 13.4. If You are unhappy with the services we have provided or any other matter, please contact Us as soon at Customer Service Manager, GOTO Properties, The Hall Barn, Church Lane, Lewknor, Oxfordshire, OX49 5TP. If We are unable to resolve the Complaint to the satisfaction of the person making the Complaint they may refer the matter to The Property Ombudsman scheme (website <https://www.tpos.co.uk>). We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.
- 13.5. **Notices:** Unless otherwise stated in this Agreement, all notices from You to Us or vice versa must be in writing via email to enquiries@gotoproperties.co.uk or sent to our registered office address or Your address as stated in the Reservation Form.
- 13.6. **Rights of third parties:** This Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.
- 13.7. **Severance:** Each of the elements of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.8. **Waiver:** If any party to the Agreement does not insist immediately that another relevant party or parties to this Agreement does anything that the relevant party or parties are required to do under this Agreement, or if any party to this Agreement delays taking steps against the relevant party or parties in respect of their breaking of this Agreement, that will not mean that the relevant party or parties do not have to do those things and it will not prevent Us taking steps against You at a later date.
- 13.9. **Variation:** We may amend these Reservation Fee Terms and Conditions from time to time by posting the amended version of these Reservation Fee Terms and Conditions Online. The amended version shall have effect 30 days from the time of posting, or from such other time stipulated Online. Notwithstanding the foregoing, where, an Agreement has been formed in accordance with clause 1 of these Reservation Fee Terms and Conditions, no variation of the Reservation Form and/or the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised signatories) except where a provision of the Agreement expressly allows for an oral amendment, amendment by email or otherwise by reference to this clause. For the avoidance of doubt an exchange of email regarding any purported amendment of the Agreement shall not be valid unless the formalities aforementioned in this clause are complied with.
- 13.10. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made

innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement or the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG, DocuSign or other agreed format) to the other party or its lawyers shall take effect as delivery of an executed counterpart of this Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

Agreement	Where the context requires means the contract formed by the Seller instructing the Agent to market the Property through an Reservation Fee Sale Instruction on the Reservation Fee Sale Instruction Terms and the Reservation Fee Terms and Conditions or the contract formed when the Buyer creates an Account on the Reservation Fee Terms and Conditions and includes the Reservation Form;
Account	an account created by a prospective Buyer using its personal email address for use of the Agent’s digital platform used for the sale of properties by Reservation Fee Sale;
Average Consumer	the ‘average consumer’ is someone who is reasonably well – informed, and reasonably observant and circumspect;
Agent, We, Us, Our	means GOTO Properties (Genle Ltd) which provides the Services;
Business Day	any day except a Saturday, a Sunday, or a bank holiday in England and Wales;
Buyer	the person who makes a Successful Offer to buy the Property subject to Contract and if applicable, that person’s agents or personal representatives, or nominee acting accordingly;
Buyer Information Form	Important details about the Property provided by the Seller in accordance with clause 5.1A of the Reservation Fee Sale Instruction Terms;
Buyer Information Pack	details about the Property as well as useful area information which are made available to the Buyer in relation to the Property but excludes the details on the Legal Pack;
Completion	unless Seller and the Buyer otherwise agree in writing in Our presence, the point in time when both have complied with the obligations under the Contract that they are obliged to comply with prior to Completion and the amount payable on Completion has been unconditionally received in Seller’s conveyancer’s client account (or as otherwise required by the terms of the Contract). Complete shall be construed accordingly;
Contract	the conveyancing contract by which the Seller agrees to sell, and the Buyer agrees to buy the Property;
Definitions Appendix	the appendix containing definitions applicable to the Reservation Fee Sale Instruction Terms and the Reservation Fee Terms and Conditions;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Introduction	any Prospective Buyer with whom We have had a dealing about the Property during the term of this Agreement. Introduce, introduces and introduced shall be construed accordingly.
Legal Pack	the documents of title (including, if the title is registered, the entries on the register and the title plan) and other such legal documents made available to the Buyer in relation to the Property;
Legal Pack Fee	Is the fee payable by the Buyer for the Legal Pack;
Offer	an offer to purchase a Property at a price specified by a Prospective Buyer.
Offer Requirements	those steps and actions required by the Website (or any equivalent prescribed by Us in writing) to enable a Buyer to register, be identified and submit an Offer for a Property
Online	on the Website;
Price	the price that the Buyer agrees to pay for the Property (normally equal to the Successful Offer);
Property	each separate Property described Online or (as the case may be) the Property that the Seller has agreed to sell as described in the Reservation Fee Sale Instruction;
Prospective Buyer	A person who has registered interest in the Property, created an Account, been Introduced to the Property, viewed the Property, makes an Offer to buy the Property or in any way has shown interest in the Property.;
Registered Applicant	A prospective Buyer or person authorised by the Buyer who has created an Account;
Report	a report, document, or other material or information concerning the Property, produced by a third party;

Report Provider	a third party providing Reports;
Reservation	Our acceptance of a Successful Offer enabling the Reservation Period to commence but always subject to the performance of the obligations upon the Buyer detailed in the Reservation Fee Terms and Conditions.
Reservation Fee	a fee paid by the Buyer to Us in the event of a Successful Offer for the Property; or seller in certain situations;
Reservation Fee Sale	making properties advertised Online available to the public for making Offers within a set timeframe where the Property may be sold to the person making a Successful Offer subject to Contract.
Reservation Fee Sale Instruction	an authority to sell with a Reservation Fee, signed or agreed to by the Seller authorising Us to market and sell the Property in accordance with the Agreement.
Reservation Fee Sale Instruction Terms	terms together with other terms on which We agree to a Reservation Fee Sale Instruction (including the Definitions Appendix).
Reservation Fee Terms and Conditions	terms together with other terms on which We agree to a Reservation Fee Sale Instruction (including the Definitions Appendix).
Reservation Form	a form executed by the Seller, Buyer (or US on behalf of them in accordance with this Agreement) and Us following a Successful Offer or such other time thereafter, according to the template set out in Appendix 2 to the Reservation Fee Terms and Conditions.
Reservation Period	the period in which the Buyer and Seller is to exchange and Complete Contracts to purchase the Property, commencing on receipt of draft Contracts or 10 Business days after receipt of the Reservation Fee whichever is the earlier and finishes 90 Business Days thereafter. The Buyer and Seller shall use their best endeavours in performing its obligations set out in the Agreement in order to allow for the purchase of the Property to Complete within the Reservation Period. We cannot guarantee that the sale/purchase will be Completed within the Reservation Period as it is dependent on many factors and all parties fulfilling their obligations to the standards and within the timescales set out in the Agreement and where a timescale has not been set for the Buyer or Seller, they are expected to act promptly. GOTO shall under no circumstances be liable if the sale does not Complete within the Reservation Period, except if shown to have been grossly negligent. This period may be extended upon mutual agreement of the Buyer and the Seller.
Sale Guide Price	the price stipulated as the lowest acceptable by the Seller for a Property sold with a Reservation Fee
Seller	the person selling the Property;
Services	Has the meaning in clause 3.2 to 3.4 of the Reservation Fee Terms and Conditions.
Starting Offer	the minimum price at which the Buyer can place an Offer;
Successful Offer	the Offer which We accept at our entire discretion, for a Property (on behalf of the Seller after obtaining your offer which meets the Seller's criteria);
Website	the website available on list.gotoproperties.co.uk or in our publication on the internet, or on the website of one of our accredited partners, if applicable or on any other online exposure authorised by Us;
You , Your, Yourself	anyone using the Services, including a Prospective Buyer, Buyer(s), or Seller(s), as appropriate where the context so admits;
VAT	Value Added Tax or other tax of a similar nature.

Appendix 2: Reservation Fee Reservation Form

Property	
Date sale agreed	
Price	
Tenure	
Additional Items	
Reservation Fee (including Legal Pack Fee). The Reservation Fee is in addition to the Price for the Property (please state whether Reservation Fee is paid)	
Seller [name and address]	
Buyer [name and address]	
Seller's Authorisation	
Buyer's Authorisation	
Buyer Caveats	
Is the Property being sold with vacant possession?	
Buyer's primary method of funding the purchase of the Property (cash/mortgage or other loan/investments/sale of another property/gift)	
Reservation Period	<p>The Reservation Period is the period in which the Buyer and the Seller are to exchange and Complete Contracts to purchase the Property. The period commences on receipt of draft Contracts by Buyer's solicitors or 10 Business days after receipt of the Reservation Fee whichever is the earlier and finishes 90 Business Days thereafter.</p> <p>The Buyer and Seller shall use their best endeavours in performing its obligations set out in the Agreement in order to allow for the purchase of the Property to Complete within the Reservation Period. We cannot guarantee that the sale/purchase will be Completed within the Reservation Period as it is dependent on many factors and all parties fulfilling their obligations to the standards and within the timescales set out in the Agreement and where a timescale has not been set for the Buyer or Seller, they are expected to act promptly. GOTO shall under no circumstances be liable if the sale does not Complete within the Reservation Period, except if shown to have been grossly negligent.</p> <p>This period may be extended upon mutual agreement of the Buyer and the Seller (both parties acting reasonably and on the understanding that failure to act reasonably may lead to a termination of this Agreement and liability for the Reservation Fee and other charges)</p>
Terms	<p>This Reservation is made under the Reservation Fee Sale Instruction Terms (applicable to Seller) and the Reservation Fee Terms and Conditions (applicable to both Buyer and Seller), set out by GOTO Properties (Genle Ltd, registered number 9790404 whose registered office is at Mercury House, 19-21 Chapel Street, Marlow, Buckinghamshire, United Kingdom, SL7 3HN and accepted by the Buyer and Seller, and notwithstanding anything to the contrary in the Agreement shall take effect in relation to the Seller from the date the Reservation Fee Sale Instruction is first executed by the Seller and in relation to the Buyer from the date the Buyer creates an Account on the Reservation Fee Terms and Conditions.</p>

The Seller and Buyer agree that:

- (i) this Reservation is binding upon the Seller and Buyer respectively from the date and time that the Reservation Fee Sale is agreed within the Reservation Fee Terms and Conditions for the Property, concluded.
- (ii) as a separate obligation paragraph (i) above, this paragraph details the arrangements between the Seller and Buyer relevant to the sale and purchase of the Property at the Price and represents their instructions to their respective conveyancing solicitors to act in accordance with the irrevocable instructions contained in the Reservation Fee Terms and Conditions.

IN WITNESS WHEREOF this Agreement has been entered into on the Date the Reservation Fee Sale is agreed.

Signed by or on behalf of the Seller in terms of the Seller's Authorisation		Authorised Signature of GOTO Properties (Genle Ltd)
Signed by or on behalf of Buyer in terms of the Buyer's Authorisation		Authorised Signature of GOTO Properties (Genle Ltd)