

## - Handsfree Property Reservation Agreement

This agreement is to outline the terms between Devon's Door Property Management (the 'Company') and the Client:

Full Name (the 'Client'):			
Mobile:		Telephone:	
Email:		Address:	

The Company will source and secure for the Client, property investment(s) aiming to meet the Criteria set out below agreed upon by the Client and the Company

## - Agreement

The Company will:

- ✓ Provide property investment opportunities which aim to meet the Client's Criteria, as outlined below
- ✓ Case manage the client through the purchase of the property(ies)
- ✓ Project manage, arrange & oversee any refurbishment of the property(ies)
- ✓ Administer the handover of the property(ies) to a reputable letting agent for management
- ✓ Assist in any matters relating to refinancing the property(ies) should the Client choose to do so

We are committed to providing excellent service to all of our customers. Please read the following points carefully:

- On signing this agreement and payment of the commitment fee, the Company will secure property investment opportunities aiming to meet the agreed Target Criteria
- All fees paid will be held in the Company Client Account until exchange of the property being purchased has taken place.
- For each property, the Company will provide an opportunity within 60 days, unless otherwise agreed.
- While every effort is made by the Company to obtain investment opportunities exactly meeting the Target Criteria, it is ultimately the responsibility of the Client to choose to go ahead with a particular property. The Company does not accept any liability if aspects of the Target Criteria are not met by an opportunity.

## - Agreed Client Target Criteria

Insert the criteria agreed with the client here. While every effort should be made to add as much value to the client as possible, be sure not to promise things that are outside of your control, and be clear that while you will do your utmost to aim for these criteria, it cannot be guaranteed and is a target.

## - Payment Details & Signature

The Client agrees to pay fees as detailed below:

Reservation (due now):		Upon Exchange:		Upon Completion:	
Payment to:			Comments & Conditions:		
Bank Name:	Counting Up		Client Signature:		
Sort Code:					
Account Number:					
Account Name:	Devon's Door Property Management				

By signing the above, you agree that all of the information in this form is accurate to the best of your knowledge, that you have stipulated and agreed the bespoke criteria, that you will pay the Reservation Fee which is due and payable on signing this agreement, and that you have read and agreed to the terms and conditions

## - Terms & Conditions

It is hereby agreed that in consideration of the Reservation Fee being paid to Devon's Door Property Management Ltd (the 'Company') shall procure that the plot/unit(s)/property(ies) is reserved in the purchaser(s) name.

We ask that the purchaser updated the Company on any change of contact details in the future, in order to maintain consistent communication.

1. The Company acts as an agent for the vendor in the transaction. The Company is not a licensed investment advisor, nor a licensed estate agent. The Company is not authorised by the Financial Conduct Authority to provide investment or financial advice.
2. No communication from the Company 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 the Company 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. The Company 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. No person in the employ of the Company has the authority to make or give any representation or warranty in relation to the investments. The Company 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.
6. The Company displays information about properties on behalf of third parties for whom they are either agents or representatives and are therefore not responsible for the validity of details relating to properties shown.
7. Any areas, measurements or distances are approximate only.
8. The text, photographs and plans are for guidance only and are not necessarily comprehensive.
9. It should not be assumed that each property has all necessary planning, building regulations or other consents.
10. For newly built properties, it should not be assumed that the Company have tested any services, equipment or facilities, and purchasers must satisfy themselves by inspection or otherwise.
11. The Company is not responsible for future changes in the market or market conditions and mortgage applications are subject to individual status.
12. Past performance is no guide to future performance. The value of the property can go up as well as down.
13. Guarantees cannot be made that any particular applicant will obtain a mortgage on the investments or the value of the mortgage they will be able to obtain.

### Purchasing Properties

14. You must have read and agree to the terms and conditions before conducting any business with The Company. If you are unsure about any terms, please contact The Company for an explanation of anything you are unsure of.
15. By completing a reservation form and paying a reservation fee, it will be implied that you are agreeing to these terms and conditions.
16. Please do not proceed with any purchase or pay any monies out unless you are in a position to complete the stipulated purchase.

17. You will need to proceed to exchange of contracts within a timely manner (usually within 28 days from receipt of contracts) and pay a further deposit if required.
18. The company will provide a maximum of three property investment opportunities which match the Agree Client Target Criteria. If the third property is turned down by you, and where there was not reasonable cause for turning down the three opportunities, the reservation fee shall be retained by the Company.
19. In the unlikely event the vendor withdraws from a contract of sale prior to exchange of contracts all reservation monies will be refunded in full.
20. We accept payment by cheque, bankers draft or bank transfer. All cheques/bankers drafts must be made payable to The Company. We are unable to accept cash or card payments.
21. 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.
22. It is a request of the purchase that a Company nominated solicitor is used. The Company appoint a solicitor for the purchaser from a panel of six independent solicitors to streamline the purchasing process for our clients. This is to ensure the contracts are structured in the correct way, the process is efficient and on schedule.
23. It is a request of the purchase that a Company recommended mortgage broker is used to organise the mortgage arrangements. This is in order to ensure a broker familiar with investment properties, both off-market and on-market, is chosen, and able to progress matters quickly.
24. 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.
25. Reservation Fees will be held in a client account until exchange of contracts. No interest shall accrue to client and The Company shall not be liable to you for any shortfall in international exchange rates.
26. 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.
27. Clients purchasing through The Company give authorisation to The Company in obtaining a copy of the mortgage valuation, when necessary for contract chasing purposes only.

## Copyright, Privacy Statement & Use of the Internet

28. We are committed to protecting your privacy.
29. We will only use the information we collect from you for 2 reasons: firstly, to facilitate the processing of any orders (your details will automatically be entered in any forms you want to complete) your order and, secondly, to provide you with the best possible service.
30. 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.
31. The type of information we will collect about you includes: your name, address, telephone number, email address and investment goals, current standing and criteria.
32. We will never collect sensitive information about you without your explicit consent.

- 
33. 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.
  34. The personal information which we hold will be held securely in accordance with our internal security policy and according to the law.
  35. If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

## Copyright, Privacy Statement & Use of the Internet

36. 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.
- 

