

Reservation Fee Sale Instruction Terms

It is important that you read the Reservation Fee Sale Instruction Terms carefully before signing the Reservation Fee Sale Instruction. Please pay particular attention to the clauses in bold below.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says you can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

1. Definitions

- 1.1. Capitalised words and expressions shall, unless the context otherwise requires, have the meanings respectively set opposite them below. Capitalised words and expressions not defined in this clause shall have the meanings set out in Appendix 1 of the Reservation Fee Terms and Conditions.

Marketing Period	Is the period when the Property is advertised. It is agreed with the Seller on a case by case basis.
Minimum Period	In relation to the Reservation Fee Sale Instruction has the meaning in clause 2 of the Reservation Fee Sale Instruction Terms.
Sole Selling Rights	Has the meaning in clause 3 of the Reservation Fee Sale Instruction Terms.

2. Duration of the Agreement

This Agreement will start from Your date of signature and shall be for a minimum period as stated in the Reservation Fee Sale Instruction ("Minimum Period") and thereafter continue until it is terminated by either party providing the other with at least 14 days written notice to terminate, expiring on or after the expiry of the Minimum Period.

3. Appointment of Agent and grant of Sole Selling Rights

- 3.1. In consideration of the Reservation Fee which is payable by the Buyer to Us in accordance with clause 4.1 or by You in limited circumstances as set out in clause 4.2, you appoint us as your agent in relation to the sale of your Property as further set out in this Agreement. In relation to our appointment as your agent, You grant to Us for the entire duration of this Agreement, the exclusive authority to act as your agent ("Agent") to sell your Property. For the duration of this Agreement, you will not be able to sell the Property whether directly or indirectly through another agent except Us or sell the Property without Us in any way ("Sole Selling Rights"). In this Agreement reference to another agent includes any person/company operating an internet site or using other electronic media to advertise properties for sale whether or not they do so with the authority of the owner of the Property.

3.2. Authority to Act

In relation to the authority to act as your Agent and without affecting the generality of clause 3.1, you grant Us:

- The right to make your Property available for sale on your behalf at the agreed Sale Guide Price,
- The right to sign the Reservation Form on behalf of both the Seller and the Buyer but only if the price is at, or above, the Sale Guide Price or at a new price agreed in writing with Us.

Our authority to Act as your agent does not include the following:

- Executing the Contract for the sale of the Property on your behalf,
- Accepting offers on the Property without your consent,
- Instructing conveyancers/solicitors or completing documents for the conveyancers/solicitors
- Conducting viewings on the Property

3.3. You agree that all negotiations relating to the sale of your Property for the duration of this Agreement will only be carried out through Us and you will only accept any offers to purchase the Property put to you by Us.

4. Reservation Fee and Withdrawal Fee

4.1. When the Buyer makes an offer to Us which you accept, we request the Buyer to pay Us a Reservation Fee. At this point, we reserve the Property. **The Reservation Fee is non-refundable to the Buyer.**

4.2. In cases where you fail to meet your obligations under clauses 5.3 of these Reservation Fee Sale Instruction Terms and 5.3 and 5.4 of the Reservation Fee Terms and Conditions, You shall be liable to pay Us the non-refundable Reservation Fee, either jointly with other sellers or separately at our discretion.

4.3. A Reservation Fee of £ [] including VAT and a Legal Pack Fee of £295 plus VAT is to be paid to Us by the Buyer as soon as the sale is agreed. It is a requirement for all fees, charges and disbursements that will become payable by the Buyer in addition to the Sale Guide Price to be shown on property details when known and/or in the Special Conditions of Sale. Sellers and Seller's Solicitors are required to communicate these to us as soon as they are known, and the costs confirmed.

4.4. As you are granting Sole Selling Rights to us, you will be liable to pay the Reservation Fee set out above and the Withdrawal Fee of £350 plus Vat in the following circumstances:

4.4.1. If you accept an offer to purchase your Property where the Buyer does not pay the Reservation Fee.

4.4.2. If you do not proceed with a sale to a Buyer that we have found (directly or indirectly) who is ready, willing and able to purchase at or above the Sale Guide Price.

4.4.3. If you withdraw from a sale after the Buyer has paid the Reservation Fee.

4.4.4. If you fail to provide the authority and information to enable your solicitors to issue a Contract for the sale of the Property to the Buyer's Solicitor within 10 (ten) Business Days of the Reservation Fee being paid.

4.4.5. If you fail to meet the exchange or Completion deadline within the Reservation Period or as otherwise agreed resulting in the Buyer withdrawing from the sale.

4.4.6. If you sell your Property to a Registered Applicant or person connected to a Registered Applicant where the Reservation Fee is not paid.

4.4.7. If at any time unconditional contracts for the sale of your Property are exchanged during the term of this Agreement, even if the Buyer was not found by Us, but by another agent or by another person, including yourself either before or during the term of this Agreement, but with whom we have been dealing about the Property.

4.4.8. If after the termination of this Agreement, unconditional contracts for the sale of your Property are exchanged within 12 months of the termination of this Agreement, to any buyer who was found whether or not by Us but with whom We had been dealing about the Property, or with whom negotiations had taken place about the Property before or during the term of this Agreement.

4.4.9. Withdrawn Prior. If you withdraw your Property from sale after marketing has commenced, then the Sole Selling Rights terms shall continue to apply, and the Reservation Fee and the Withdrawal fee will become payable by You to Us upon exchange of contracts.

4.4.10. If we, by any means bring your Property to the attention of the eventual buyer, who does not pay the Reservation Fee and in such cases, we shall be deemed to be the effective cause of the sale and an introduction shall be deemed to have occurred.

4.5. Where a sale has not been completed in the Reservation Period through no fault attributable to Us and where you, have granted the Buyer extensions outside the Reservation Period to complete the sale and then subsequently decide not to proceed with the sale due to delays caused by You or delays caused by both parties, then you shall pay the Buyer a cancellation fee of half of the Reservation Fee. You agree to defend and hold Us harmless against any claim (including for refund of the Reservation Fee by the Buyer) in relation to your decision to not proceed to Completion.

4.6. Under the "The Right to Cancel" if you have instructed Us to commence marketing immediately and then cancel this Agreement within the first 14 days, you will be liable to pay Us a Withdrawal Fee of £350 + Vat.

4.7. Dual Fee Liability. You are strongly advised to ensure that you terminate any other agency agreement that you may have with another agent other than GOTO Properties, otherwise you may be potentially liable for their charges as well.

5. Particulars and other information

5.1. 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's solicitor will be responsible for reviewing the completeness and accuracy of the Legal Pack 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.**

5.2. Property Description

We must by law ensure that all information supplied about your property is accurate and is not misleading. In addition, we must pass on any material information that would impact on a potential buyers' transactional decision and so you must advise us of anything you feel is relevant to this. We will ask you to confirm that everything in the online description of your property is correct. **It is essential that you tell us if the online description is incorrect or if any changes take place later, as we may need to advise prospective buyers in an amendment to the description.**

5.3. Energy Performance Certificate (EPC)

The majority of properties will require an EPC. The Law now requires that all sellers ensure that EPCs are made available to potential buyers. In order to comply, we will require a copy of the EPC before advertising your property. We can commission these through our recommended qualified assessors for a fee, which is payable direct to the supplier.

5.4. Proof of Identity

We are required by law to verify the identity of each client, prior to marketing the Property. By entering into this Agreement, you agree to provide us with the information we require. We may either require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence, or we may use an electronic verification system. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. In certain cases, we may follow both routes noted. Copies/records may be taken and held on file.

6. Unoccupied Property

We are not responsible for the maintenance or repair of your Property if it is unoccupied unless we have agreed otherwise in writing. It is your responsibility to ensure that mains services are turned off, water heating systems professionally drained down and the insurers notified, and that the Property remains insured until completion of the sale.

7. Reservation period

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 begins upon receipt of draft contracts or 10 (ten) Business Days after receipt of the Reservation Fee whichever is the earlier and finishes 90 Business Days thereafter. This period may be extended upon mutual agreement of the Buyer and the Seller.

8. Sale Guide Price, Offers

8.1. Sale Guide Price

We will be quoting the Sale Guide Price (Offers in Excess of) as detailed in the Sale Instruction throughout the Marketing Period unless this is revised upward or downward following discussions with You in the light of viewing interest.

8.2. Offers

Unless instructed to the contrary we will submit all offers to you and discuss the merits of each offer with you. All offers must be confirmed to us in writing prior to us submitting these to you. Our usual advice is that the prospective buyer should be required to pay the Reservation Fee to enable us to advertise the property as being 'sold subject to contract'.

9. Services to Prospective Buyers

We may offer prospective buyers services relating to the purchase of your Property. These services (some of which may entitle us to receive a commission or payment) may include but are not limited to estate agency (including letting), mortgage advice or the arrangement of mortgages or finance, investments, life and general insurance, conveyancing, survey or professional services, removals, auctions of property or chattels.

10. Limitation of Liability

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 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.

11. Right to Cancel

If this Agreement is concluded in a place which is not the business premises of the Agent you have the right to cancel the Agreement within 14 days from the day the Agreement is concluded without giving any reason. This right can be exercised by delivering, sending, or emailing a cancellation notice within the 14-day period. The cancellation notice should be sent to **GOTO Properties, The Hall Barn, Church Lane, Lewknor, Oxford OX49 5TP**. You may wish to use the cancellation form provided below. The notice of cancellation is deemed to be served as soon as it is posted or emailed to us. You are at liberty in law to instruct us to begin work immediately on the understanding that you will be liable to pay for work undertaken or services

CANCELLATION NOTICE Only complete, detach and return this section of the form if you wish to cancel the contract within the 14 day cooling off period, if applicable. This is not a dis-instruction form. To: **GOTO Properties, The Hall Barn, Church Lane, Lewknor, Oxford OX49 5TP** I/We hereby give notice that I/We wish to cancel my/our contract.

NAME(s) OF SELLER(s):

PROPERTY ADDRESS:

.....

Signed:.....

Print:..... Date:.....

received up to the time of any cancellation.

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. Dispute Resolution

13.1. Complaints Procedure

Should you have any problems with the GOTO Properties service which you are unable to resolve with the agent involved you should write to: Customer Service Manager, GOTO Properties, The Hall Barn, Church Lane, Lewknor, Oxfordshire, OX49 5TP. The complaint will be acknowledged within three Business days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 Business days of our acknowledgement letter to you. This letter will also confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within six months for a review (for further details see below).

13.2. The Property Ombudsman

We are certain that you will be satisfied with our service but if you have any concerns, we operate a formal Complaints Procedure as detailed above. We are a Member of The Property Ombudsman (TPO) scheme and abide by its Code of Practice. Our Membership Number with the TPO is TO2412. For the avoidance of doubt, TPO will only review complaints made by consumers. By signing this Agreement, you give Us consent to provide any information regarding the sale of your Property and how you can be contacted if the Ombudsman asks Us to do so. Full details of the Ombudsman scheme are available on request.

Reservation Fee Terms and Conditions (England)

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.

Part A Interpretation

1. Introduction to these Terms

- 1.1. These Reservation Fee Terms and Conditions for a Property situated in England are created by GOTO Properties (Genle Ltd) (registered number 9790404) whose registered office is at The Hall Barn, Church Lane, Lewknor, Watlington, United Kingdom, OX49 5TP.
- 1.2. **By creating an Account, or making an offer, the Buyer shall be bound by these Terms.**
- 1.3. By creating an Account or instructing GOTO Properties to market the Property for sale through a 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

- 2.1. Capitalised words and expressions shall, unless the context otherwise requires, have the meanings respectively set opposite them in Appendix 1.
- 2.2. References to legislation are to that legislation as it may have been modified or re-enacted by the date of the Reservation or the Contract date (as applicable).

Part B Our Actions and Conduct of GOTO Properties

3. Our Services

- 3.1. We agree to provide the Services to the Seller in accordance with the Reservation Fee Sale Instruction and these Terms.
- 3.2. As agents for the Seller We shall:
 - 3.2.1. prepare the online advert from information supplied by or on behalf of the Seller;
 - 3.2.2. market the Property for sale;
 - 3.2.3. receive and hold any deposits or advance payments where appropriate in connection with a Reservation;
 - 3.2.4. seek and obtain the Reservation Fee;
 - 3.2.5. advise the Seller that we have received any Reservation Fee;
 - 3.2.6. sign the Reservation Form on behalf of the Seller;
 - 3.2.7. sign the Reservation Form on behalf of the Buyer if We hold appropriate authorisation.
- 3.3. 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:
 - 3.3.1. where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - 3.3.2. where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- 3.4. Nothing in this Agreement affects your rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 3.5. 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 Sale

- 4.1. The Starting Offer/Opening Offer will generally be above the Sale Guide Price (Offers in excess of). Both the Starting Offer/Opening Offer and Sale Guide Price are subject to change any time before the Sale with agreement of the Seller.
- 4.2. The Sale Guide Price is the minimum price that the Agent is currently authorised by the Seller to sell the Property for. The Sale Guide Price may change throughout the course of marketing with agreement of the Seller.
- 4.3. The potential Buyer who places the Successful Offer will be declared the Buyer when the Reservation is agreed.
- 4.4. Where the Buyer has set out caveats in accordance with clause 6.1, which the Seller fails to satisfy, the Buyer may withdraw from the sale and will not be liable for paying the Reservation Fee.

- 4.5. We may refuse to accept an offer.
- 4.6. If there is a dispute over offers, We are entitled to resolve it and our decision is final.
- 4.7. Our decision on the conduct of the Sale is final.
- 4.8. We may cancel the 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.
- 4.9. Irrespective of any other offers, We may select a Successful Offer and have no obligation to inform any potential Buyer about our intention to do so.
- 4.10. On the submission of a Successful Offer and payment of the Reservation Fee
 - 4.10.1. 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.
 - 4.10.2. The Seller shall make the undertakings and be obliged to take the actions detailed in Clause 5
 - 4.10.3. The Buyer shall make the undertakings shall be obliged to take the actions detailed in Clauses 6, 7 and 8

Part C Obligations upon the Seller

5. The Seller's obligations

- 5.1. Before a Sale, a Seller must complete the Sales Instruction and comply with its terms.
- 5.2. Prior to a Reservation Fee being paid, a Seller can transfer this instruction to an auction instruction with the Agent within twelve weeks of signing this Agreement following which the Agent's auction terms and conditions will apply.
- 5.3. Once the Reservation Fee has been paid, the Seller agrees during the Reservation Period, without prejudice to the right of the Seller to enforce performance of the Buyer's obligations deriving from these Terms:
 - 5.3.1. not to instruct Us to agree another Reservation of the Property;
 - 5.3.2. not to provide access to the Property 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;
 - 5.3.3. 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;
 - 5.3.4. not to encumber or deal with the title to the Property;
 - 5.3.5. 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;
 - 5.3.6. to supply all documentation, information and authority and immediately instruct the Seller's solicitors to:
 - I. 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
 - II. to take all necessary actions reasonably required to enable the Seller's solicitors to carry out all work necessary to enable the 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. **Both the Buyer and the Seller agree that We facilitate the Auction, the Completion of the 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 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 Buyer's Premium from Us.**

Part D Obligations upon the Buyer

6. Before the Sale

- 6.1. **Before placing an Offer, the Buyer warrants that it has the necessary funds (or necessary finance) to pay the purchase price for the Property, along with the applicable Reservation Fee. If the Buyer withdraws from the sale due to lack of funds, the Buyer will be required to pay the Reservation Fee.**
- 6.2. Before placing an Offer, a potential Buyer may call out in writing specific caveats relating to the Property and condition the potential Buyer's purchase of the Property on the Seller meeting these caveats.
- 6.3. To enable an offer to be placed, a potential Buyer must fulfil the Offer Requirements including:
 - 6.3.1. provide the Agent with electronic payment details;
 - 6.3.2. 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 and within the timeframes specified by 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;

6.3.3. provide Us with details of the Buyer's solicitors failing which the Agent 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

6.4. All offers by a Buyer must be made:

6.4.1. from an Account; and

6.4.2. in Pounds Sterling (GBP) exclusive of any applicable VAT.

6.5. 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 Terms and the Contract, the person completing the Offer Requirements 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 (if applicable) and is ready, willing, and able to proceed with the purchase of the Property;

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 LBTT (stamp duty) liability on the acquisition of the Property;

7.1.4. 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 Sale

8.1. Immediately after the Sale the Buyer must:

8.1.1. pay the costs incurred in preparing the Legal Pack and Reservation Fee by electronic same day payment

8.1.2. take all actions necessary and ensure that the exchange and Completion of Contracts takes place within the Reservation Period

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. In carrying out such work including making enquiries, the instructions provided by the Buyer to the Buyer's solicitor shall be reflective of the Reservation Form, that the Buyer shall act according to the standard of the reasonable Buyer obtaining a 70% mortgage from a large UK High street mortgage lender and that the Property shall be used by the Buyer for its current planning use.

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

8.2.1. 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;

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

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

9. Reservation Fee

9.1. Payment by the Buyer of the Reservation Fee is an essential condition of a 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' 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 Terms save that the Successful offer shall be increased by the Amount of the Reservation Fee and the price in the Relevant Offer 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 in a Catalogue or 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 Reservation agreed.
- 9.5. The Reservation Fee is non-refundable unless the Seller is unable to fulfil its obligations under the Contract under clauses 5.3 and 5.4 above.

10. General Issues arising from the Sale

- 10.1. If following payment of the Reservation Fee, the Buyer reneges on the obligations contained in these Terms (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 pursue the Buyer for breach of contract)
- 10.1.1. request the Agent to terminate the Reservation.
- 10.1.2. re-offer the Property for sale free of any obligation to the Buyer and in such event the Reservation Fee shall be non-refundable.
- 10.2. The Seller may grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

Part E General

11. Termination

- 11.1. These Terms can only be terminated in cases defined in this clause 11.
- 11.2. 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.
- 11.3. We may terminate or suspend your Account at any time in the event that you breach any of these Terms.
- 11.4. 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.

12. Our Rights

- 12.1. 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.
- 12.2. If two or more persons jointly form a party (i.e. the Prospective Buyer, Buyer, or the Seller) their obligations can be enforced against them jointly or against either of them separately.
- 12.3. We may transfer our rights and obligations under these Terms 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.
- 12.4. We shall not be in breach of these Terms or the Contract nor liable for delay in performing, or failure to perform, any of our obligations under these Terms or the Contract 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.
- 12.5. 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 Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 12.6. 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 12.

13. Privacy and Personal Data

- 13.1. Our Privacy Policy is available at <https://www.gotogroup.co.uk/data-privacy-policy/>
- 13.2. 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.

14. General, Governing law and jurisdiction

- 14.1. These Terms are governed by and construed in accordance with English law and non-exclusive jurisdiction is conferred on the English Courts
- 14.2. 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 Terms ("Complaint") and 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.
- 14.3. Notices: Unless otherwise stated in these Terms, all notices from You to us or vice versa must be in writing and sent to our registered office address or your address as stated in the Reservation Form.
- 14.4. Rights of third parties: These Terms are between You and us. No other person shall have any rights to enforce any of its terms.
- 14.5. Severance: Each of the elements of these Terms 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.
- 14.6. Waiver: If any party to the Terms does not insist immediately that another relevant party or parties to these Terms does anything that the relevant party or parties are required to do under these Terms, or if any party to the Terms delays taking steps against the relevant party or parties in respect of their breaking of these Terms, 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.
- 14.7. We may amend these Terms from time to time by posting the amended version of the Terms and conditions Online. The amended version shall have effect 30 days from the time of posting, or from such other time stipulated Online.

Appendix 1: Definitions

Agreement	where the context requires means the contract formed by the Seller instructing the Agent to market the Property through a 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.
Account	an account created by a user for use of the Agent's digital platform for the sale of Properties with a Reservation Fee;
Agent	the agents who in this case are GOTO Properties provided by GOTO (Genle Ltd);
Business Day	any day except (a) a Saturday or a Sunday, (b) a bank holiday in England and Wales;
Buyer	the person who makes a Successful Offer to buy the Property or, if applicable, that person's agents or personal representatives, or nominee;
Contract	the contract by which the Seller agrees to sell, and the Buyer agrees to buy the Property;
Completion	Unless Seller and the Buyer otherwise agree, 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.
Definitions Appendix	The appendix containing definitions applicable to the Sale Instruction Terms and the Reservation Fee Terms and Conditions.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks 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;
Legal Pack	the documents of title (including, if the title is registered, the entries on the register and the title plan) and other documents available to the Buyer in relation to the Property which is advertised for sale;
Legal Pack Fee	Is the fee payable by the Buyer for the Legal Pack;
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 Sale Instruction;
Registered Applicant	A person 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	The acceptance of a Successful Offer by the Buyer 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;
Reservation Fee Buyer	means a Buyer upon a Successful Offer being accepted, who is required to make payment of a non-refundable Reservation Fee to secure the transaction and take the Property off the market;
Reservation Form	a form normally to be completed by Us on behalf of the Seller and a Buyer following a Successful Offer being the document forming Appendix 2 to these Reservation Fee Terms and Conditions;
Reservation Period	the period of 90 days in which the Buyer is to exchange and Complete Contracts to purchase the Property, commencing on the receipt of draft Contracts or 10 (ten) Business Days after receipt of the Reservation Fee, whichever is the earlier until Completion or as agreed between 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;
Sale Instruction	the 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 Sale Instruction Terms.
Seller	the person selling the Property;
Services	<p>The services provided by Us on behalf of the Seller as follows :</p> <ul style="list-style-type: none"> • acting as an Agent for the Seller in the sale of the Property • providing Accounts to users of the Website to facilitate the sale of the Property; • providing a digital platform for the sale and purchase of Properties by Reservation Fee Buyers, its maintenance and user support; • procuring copies of Reports and relevant documents; • any other act incidental to facilitating the sale of the Property in accordance with the Sale Instruction. <p>The Services provided by Us does not include:</p> <ul style="list-style-type: none"> • executing the Contract for the sale of the Property on your behalf; • instructing conveyancers/solicitors or complete documents for the conveyancers/solicitors; • conducting viewings on the Property.
Starting offer/Opening offer	the minimum price at which the Buyer can place an offer;
Successful Offer	the offer which We accept for a Property on behalf of the Seller after obtaining your offer which meets the Seller's criteria;
Terms	these Reservation Fee Terms and Conditions;
We (and us and our)	the Agents;
Website	the website available on https://list.gotoproperties.co.uk/ 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 (and your)	anyone using the Services, including a potential Buyer, Buyer, or Seller, as appropriate where the context so admits;
VAT	Value Added Tax or other tax of a similar nature.

Appendix 2: Online Reservation Fee Reservation

Property	
Date Sale Completed	
Price	
Tenure	
Additional Items	
Reservation Fee (in addition to purchase price) (please state whether paid)	
Seller [name and address]	
Buyer [name and address]	
Seller's Authorisation	
Buyer's Authorisation	
Date of Entry	90 Business Days from receipt of draft contracts or 10 (ten) Business Days after receipt of the Reservation Fee whichever is the earlier (or such other date as mutually agreed between the Seller and the Buyer)
Terms	Those terms set out by GOTO Properties (provided by Genle Ltd) (registered number 9790404) whose registered office is at The Hall Barn, Church Lane, Lewknor, Watlington, United Kingdom, OX49 5TP) which are available on the Website.

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 is agreed within these Terms.

(ii) as separate obligation from paragraph (i) above, this paragraph details the arrangements between the Seller and Buyer relevant to the Sale and Purchase of the Property at the final agreed sale 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 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)