

Sample Reservation Agreement

The following details and information have been provided to:

Name:	<input type="text"/>		
Development Name:	<input type="text"/>		
Plot No:	<input type="text"/>	Plot Address:	<input type="text"/>
<input type="text"/>			
<input type="text"/>	Postcode:	<input type="text"/>	

at the time of entering into the Reservation agreement dated in compliance with the Consumer Code for Home Builders' Requirements.

This document is signed and the attachments initialled by the Home Buyer and Home Builder to confirm that this information clearly represents the nature and content of the Home being sold and supersedes any prior visual, written or verbal statements which may have been made or given.

The purpose is to ensure that the Home Buyer has a clear and fair understanding of what is being sold, and has written commitment to them by the Home Builder.

Any concern regarding the nature and content of the Home being Reserved should be raised in writing at the foot of the statement, and clarified by the Home Builder, and in any event, no later than when *contracts are exchanged/prior to Missives being concluded in Scotland.

*Delete as appropriate.

Sample Reservation Agreement

Insert company
logo home

All outlined fields are mandatory

*Subject to contract/
Missives being concluded

Vendor's details

Organisation name: Telephone:
Address: Fax:
 Email address:
 Web site:

Plot and reservation details

Development Name: Dwelling type:
with garage/parking space:
Plot number: Plot address:
Price:
Price remains valid until date: Reservation date: Anticipated build completion timing:
*Contract to be exchanged by:/ Missive to be concluded by: Reservation expiry date: Reservation fee:
Stage of construction at reservation date: If the reservation is cancelled, the possible cost retention will be between £ and £

Tenure (n.b.not applicable in Scotland)

Freehold / Leasehold

Lease terms: years Commencing on: DD / MM / YYYY Initial ground rent: £ per year

Buyer 1 details

Name:
Address:

Town: Postcode:
Telephone:
Email address:

Buyer 2 details

Name:
Address:

Town: Postcode:
Telephone:
Email address:

Buyer's solicitor details

Name of firm:
Address:

Town: Postcode:
Telephone:
Email address:

Vendor's solicitor details

Name of firm:
Address:

Town: Postcode:
Telephone:
Email address:

Mortgage provider details

Name of firm:
Address:
Town: Postcode:
Telephone: Email address:

Warranty provider details

Name of provider: Web site:

*Delete as appropriate.

Where applicable an estimate of management fees

Insurance:	<input type="text"/>	Other:	<input type="text"/>	<input type="text"/>
Lease/ground rent:	<input type="text"/>	Other:	<input type="text"/>	<input type="text"/>
Management services:	<input type="text"/>	Other:	<input type="text"/>	<input type="text"/>
Window cleaning:	<input type="text"/>	Other:	<input type="text"/>	<input type="text"/>
Garden services:	<input type="text"/>			

Total estimate:

Are there any transfer fees or similar liabilities on re-sale? YES NO

Conditions relating to this Reservation: SUBJECT TO CONTRACT

1. In return for the buyer paying the reservation fee, the vendor agrees to reserve the property at the purchase price until the reservation expiry date.
2. The buyer has the right to cancel the reservation at anytime.
3. If the buyer cancels the reservation, the vendor agrees to pay back the reservation fee less any reasonable administrative and other costs incurred in processing and holding the reservation.

The range of such deductions will be between £ and £.

4. The reservation deposit will be deducted as part payment of the deposit due on *Exchange of Contracts/when concluding Missives. In Scotland, any deposit or Reservation fee will be deducted from the Statement of Settlement.
5. The buyer agrees to notify their legal advisor and the vendor, in writing, prior to *Exchange of Contracts/conclusion of Missives what spoken statements, if any, they are placing material reliance upon.
6. The buyer is responsible for all costs and expenses incurred by them in the purchase of the property, unless otherwise set out in the Reservation Agreement.
7. The buyer consents to the Reservation Agreement information to be used by the vendor to progress the purchase, and for use in customer surveys under the Consumer Code for Home Builders, all such information to be applied in accordance with the Data Protection Act 1998.

We have read, understood and accept the conditions detailed on this Reservation Agreement.

We have received/read the information and details listed in the Summary Checklist attached at Appendix 1.

We confirm that we have received a copy of the Consumer Code Scheme, in hard or electronic form.

Buyer 1

Signed:

Date:

Buyer 2

Signed:

Date:

Authorised vendor's representative

Signed:

Position:

Date:

General Data Protection Regulation (GDPR)

insert here how you process personal data

This is a legal agreement; if in any doubt as to its meaning or effect, the buyer should seek legal advice before signing it.

Appendix 1

Insert company logo here

INFORMATION PACK SUMMARY CHECKLIST

Sample Reservation Agreement

Development Name:

Plot No: Home buyer:

Dated:

Documentation	Code Requirement	Supplied (initials)
A list and, where relevant, an illustration of the contents – the nature of the fixtures and fittings that are included in the sale price	Section 2.1	
A statement of the standards to which the Home is being built (for example, the relevant Building Regulations, Planning conditions and Home Warranty Body’s technical Requirements)	Section 2.1	
Brochures and/or plans reliably illustrating the Home’s general layout, appearance and plot position including any elevational drawings, and external construction material finishes	Section 2.1	
An explanation of the nature of the Home Warranty cover provided including the name and contact details of the home warranty provider and a summary of the insurance cover protection that the insurance-backed Home Warranty provides	Section 2.1, 2.3 and 4.1	
A statement of the Health and Safety precautions when visiting a working site	Section 2.4 and 4.2	
Details of how questions will be dealt with and who to contact during the sale, purchase and Legal Completion of the Home	Section 2.2	
Advice to appoint a professional legal adviser to carry out the legal formalities and to represent the Home Buyers’ interests	Section 2.5	
An explanation of the system and procedures for receiving, handling and resolving Home Buyers’ service calls and complaints	Section 5.1	
Other - please list below:		