

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 Estate Agent, we will need to obtain such information from you or the 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 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.

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**, the Buyer shall be bound by these Reservation Fee Terms and Conditions.
- 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 Reservation Fee Terms and Conditions.
- 1.4. These Reservation Fee Terms and Conditions 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:

- 2.1. Words and phrases in the singular shall include the plural and vice versa.
- 2.2. A reference to a 'person' includes a corporate body.
- 2.3. Paragraph headings are for assistance only and do not form part of the Reservation Fee Terms and Conditions
- 2.4. 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 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 in accordance with the Reservation Fee Sale Instruction and these Reservation Fee Terms and Conditions.
- 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, We may also 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 legal 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. Both the Starting Offer/Opening Offer and Sale Guide Price are subject to change any time before the Sale with agreement of the Seller 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 the Property by Us.

4.2. The potential Buyer who places the Successful Offer will be declared the Buyer when the Reservation 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 sale and will not be liable for paying the Reservation Fee.

4.4. We may in our entire discretion refuse to accept an 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 Sale is also final.

4.7. 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.

4.8. 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.

4.9. On the submission of a Successful Offer and payment of the Reservation Fee

4.9.1. We shall, by the execution of the Reservation Form in the Reservation Fee Terms and Conditions and of the authorities which we hold, reserve the Property for the Buyer, subject to the performance by the Buyer of their obligations under these Reservation Fee Terms and Conditions;

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 potential Buyer may at any time call out specific caveats relating to the Property and condition the potential Buyer's purchase of the Property on those caveats. The Seller must accept those caveats and all caveats under the Agreement must be recorded in writing in the Reservation Fee Reservation Form and be signed by potential Buyer, Seller (or on their behalf in accordance with clause 3.2.6) and Us. Any amendment to agreed caveats shall be made in accordance with clause 14.9 below (variation clause). **Any purported agreement or amendment by exchange of emails shall not be valid.**

Part C Obligations upon the Seller

5. The Seller's obligations

5.1. Before a Sale, a Seller must complete the Reservation Fee 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, without prejudice to the right of the Seller to enforce performance of the Buyer's obligations deriving from these Reservation Fee Terms and Conditions:

5.3.1. not to instruct Us to agree another Reservation of the Property;

5.3.2. 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;

5.3.3. 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 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;

- 5.4. In addition to the obligations in clause 5.3 above, the Seller shall immediately upon notification of receipt of the Reservation Fee, 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 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.
- 5.5. 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:
- I. supply all documentation, information and authority; and
 - II. take all relevant actions reasonably necessary.
- 5.6. **Both the Buyer and the Seller agree that We facilitate the sale, 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 Reservation Fee 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. To enable an offer to be placed, a potential Buyer must fulfil the Offer Requirements including:
- 6.2.1. provide Us with electronic payment details;
 - 6.2.2. 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;** 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.
 - 6.2.3. **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.**
- 6.3. All offers by a Buyer must be made:
- 6.3.1. from an Account; and
 - 6.3.2. in Pounds Sterling (GBP) exclusive of any applicable VAT.
- 6.4. 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 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, **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,**
 - that it will have and maintain funds available for the purchase of the Property up until Completion, failing which the Buyer's understands and agrees that Reservation Fee will not be refundable;**

- 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. 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 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. 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.**
- 8.1.5. 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. 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 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 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 and is retained by Us to discharge our fee unless the Seller is unable to fulfil its obligations under the Contract under clauses 5.3 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 Reservation Fee 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 pursue the Buyer for breach of contract or otherwise):
- 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.

Part E General

11. Termination

- 11.1. These Reservation Fee Terms and Conditions 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 or your agreement with us with immediate effect by giving you notice in writing in the event that:
- 11.3.1. you breach any of these Reservation Fee 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;**
 - 11.3.2. 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;
 - 11.3.3. you suspend or cease, or threaten to suspend or cease, carrying on business; or
 - 11.3.4. 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.
- 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 Sellers) 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 Reservation Fee Terms and Conditions to another organisation. You may only transfer your rights or your obligations under these Reservation Fee Terms and Conditions to another person if we agree to this in writing.
- 12.4. We shall not be in breach of these Reservation Fee Terms and Conditions or the Contract nor liable for delay in performing, or failure to perform, any of our obligations under these Reservation Fee Terms and Conditions 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 Reservation Fee Terms and Conditions 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. This Agreement is governed by and construed in accordance with English law.
- 14.2. 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.
- 14.3. **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.
- 14.4. If you are unhappy with the services we have provided or any other matter, please contact Us as soon as possible using the contact details set out at []. 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.
- 14.5. **Notices:** Unless otherwise stated in this Agreement, 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.
- 14.6. **Rights of third parties:** This Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.
- 14.7. **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.
- 14.8. **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 the 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.
- 14.9. **Variation:** We may amend this Agreement from time to time by posting the amended version of the 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 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). 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.
- 14.10. **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.

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 and includes the Reservation Form.
Account	an account created by a user for use of the Agent's digital platform used 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 Saturday, a Sunday, or 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 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, 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 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 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	our 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 Form	a form executed by the Seller, Buyer (or 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 these Reservation Fee Terms and Conditions;
Reservation Period	the period in which the Buyer 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. 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;
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 Reservation Fee Terms 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 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 (you and your)	anyone using the Services, including a potential 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	
Price	
Tenure	
Additional Items	
Reservation Fee (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	
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 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. 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 date as mutually agreed between the Seller and the Buyer)
Terms	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 (provided by 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.

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 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 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)