

*This sample reservation agreement covers the types of information that must be included to comply with the Code as well as an example layout.*

## 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 any statements made 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.

# Sample Reservation Agreement



Protection for new-build home buyers

All outlined fields are mandatory  \*Subject to contract/Missives being concluded

## Vendor's details

Organisation name / legal title:  Telephone:

Address:  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 remains valid until:  Reservation fee:

Stage of construction at reservation date:  If the reservation is cancelled after 14 calendar days, the possible cost retention will be between £  and £

## Tenure (n.b. not applicable in Scotland)

Freehold / Leasehold

Lease terms:  years Commencing on:

## 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:

Where applicable the sale is conditional upon (eg Part-exchange scheme):

Where applicable an estimate of management fees and/or event fees

Insurance:	Other:	
Lease:	Other:	
Management services:	Other:	
Window cleaning:	Other:	
Garden services:		<b>Total estimate:</b> <input style="width: 100%;" type="text"/>

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, including as a result of a major change to the home which has not been agreed. The buyer can do this by **[explain how]**.
3. The buyer has a 14 calendar day Cooling-off period and can cancel the Reservation Agreement and receive a full refund of the Reservation Fee.
4. If the buyer cancels the reservation after the Cooling-off period, 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 £ .

5. 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.
6. Prior to \*Exchange of Contracts/conclusion of Missives, the buyer can include in the Contract of Sale any spoken statements, if any, they are placing material reliance upon by **[explain how]**.
7. 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.
8. 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 2018.

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 copy or electronic form.

Buyer 1

Signed:

Date:

Buyer 2

Signed:

Date:

Authorised vendor's representative

Signed:

Position:

Date:

General Data Protection Regulations

Include how you process personal data

Our full privacy policy can be found at:

**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

## INFORMATION PACK SUMMARY CHECKLIST

# Sample Reservation Agreement Checklist

Development Name:

Plot No:  Home buyer:

Dated:

Documentation	Code Requirement	Supplied (initials)
A list of contents in the Home that are included in the price including white goods, curtains, carpeting, wall tiling, door-entry systems, power points and sanitary-ware fittings	Section 2.1	
Information about the standards the Home is being built to, including confirmation that it will meet the UK Building Regulations, the relevant home Warranty Body's standards and the Home's expected energy-performance standards	Section 2.1	
A specification for the Home including the type of materials providing the building's main structural frame (masonry, timber, steel frame or other)	Section 2.1	
Brochures and/or plans showing the size, specification, general layout, plot position and orientation of the Home	Section 2.1	
An explanation of the cover provided by the Home Warranty and contact details of the Home Warranty Body providing it	Section 2.1, 2.4 and 4.1	
Details of any services, facilities and responsibilities that may not immediately transfer from the Builder to the Buyer on Legal Completion (for example, responsibility for the water and drainage systems and utilities). If these will transfer to the Buyer on a later date, the Builder must explain this in full and give the Buyer written details	Section 2.1	
A statement of the Health and Safety precautions when visiting a working site	Section 2.5 and 4.2	
Details, in writing, of how Buyer's questions will be addressed and who to contact (with names and contact numbers) during the sale, purchase and transfer of ownership of the Home.	Section 2.1	
Details of any exceptional restrictions on using, living in or the appearance of the Home and its grounds and recommendation that the Buyer asks their appointed Professional Adviser about any exceptional restrictions that apply	Section 2.1	
A copy of the Builder's Complaints Procedure	Section 2.1 and 5.2	
The Detailed Planning Consent reference number under which the Home is being built and details of any future build phases of, and the facilities on, the expected completed Development if this is known and for which there is Planning Consent	Section 2.1	
Advice to appoint a professional legal adviser to carry out the legal formalities and to represent the Home Buyers' interests	Section 2.3	
An explanation of the terms of any Part-exchange scheme offered	Section 2.6	
Advice of the Buyer's termination rights	Section 3.1 and 3.3	
The arrangements for protecting Contract Deposits and any pre-payments paid	Section 3.4	
Other - please list below:		