

## Reservation Terms and Conditions

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Office address Persona Homes, One Strawberry Lane, Newcastle upon Tyne, NE1 4BX

- 1. In return for the purchaser paying the reservation fee set out in the property details section above ("Reservation Fee"), Persona Homes agrees to reserve the property at the purchase price for 42 days from the reservation date, or until the reservation expiry date set out in the reservation section above ("Reservation Expiry Date").
- 2. If exchange of contracts does not occur on or before the Reservation Expiry Date, Persona Homes (at its sole discretion) reserves the right to:
- 2.1. Cancel the reservation and return the Reservation Fee less costs set out in clause 3;
- 2.2. Extend the Reservation Expiry Date. If the Reservation Expiry Date is extended, a new Reservation Agreement will be issued to the purchaser;
- 2.3. Amend and/or remove any incentives offered; and/or
- 2.4. Amend the purchase price.
- 3. The purchaser has the right to cancel the reservation at any time up until exchange of contracts. If the purchaser cancels the reservation, or exchange of contracts does not occur on or before the Reservation Expiry Date, Persona Homes agrees to pay back the Reservation Fee to the purchaser, less any reasonable administrative and other costs incurred in processing and holding the Reservation Fee, up to a maximum of £100 or 20% of the Reservation Fee, whichever is higher.
- 3.1. If the purchaser wishes to cancel their reservation at any stage they must send their intentions to do so in writing by email to the Sales Executive & Sales Manager detailed on this agreement. There must be clear reason outlined as to why the reservation is being cancelled. Please note that if contracts have already exchanged you will need to seek the advice of your solicitor over next steps and options available.
- 3.2. If Persona Homes wish to cancel the reservation at any stage we will send our intentions to do so in writing by email to the purchaser's email address' outlined on this agreement. There must be clear reason outlined as to why the reservation is being cancelled.
- 4. No changes are permitted to the Reservation Agreement unless a new Reservation Agreement is issued and signed by both parties.
- 5. Persona Homes has the right to cancel the reservation at any time up until exchange of contracts. If Persona Homes cancels the reservation, Persona Homes agrees to pay back the full Reservation Fee to the purchaser.
- 6. Persona Homes will inform the purchaser in writing if there is a major change to the details shown in the reservation agreement or contract of sale after the customer enters into the reservation agreement. A major change is a change that alters the size, appearance or value of the new home (including the layout inside the home).
- 6.1. In this event the purchaser should ask their professional adviser for advice.
- 6.2. If the purchaser finds the major changes unacceptable, they have the right to cancel the reservation agreement or contract of sale and receive a full refund of their contract deposit, reservation fee and any other payments they have made, as long as they cancel within 14 days of receiving written details of the major change.
- 6.3. Persona Homes can not serve the notice to complete during the 14-day cancellation period.
- 7. The purchaser agrees to notify their solicitor and Persona Homes, in writing, prior to exchange of contracts, what verbal communication, if any, there are placing material reliance upon and/or if any verbal communication is to be included in the contract for sale.
- 8. The purchaser is responsible for the costs and expenses incurred by them in the purchase of the property, unless otherwise set out in this Reservation Agreement.
- 9. The purchaser consents to this Reservation Agreement information to be used by Persona Homes to progress the purchase.
- 10. The purchaser is required to provide proof of identity and address in compliance with Anti-Money Laundering regulations.
- 11. If the buyer wishes to include any spoken statement or verbal communication in the contract of sale they must request their solicitor confirm in writing with Persona Homes solicitor for confirmation by all parties.

## Persona Homes Benefits Platform

- 12. Persona Homes will provide the purchaser with access to a platform containing benefits and wellbeing services including lifestyle savings and dependent family support ("Platform").
- 13 Access to the Platform will be limited to one account per reservation.
- 14. Access to the Platform will commence within one month of the reservation date and will expire if the reservation is cancelled in accordance with clause 3 or clause 4 and the purchaser will no longer have access to the Platform. Where the property completes before the Reservation Expiry Date, access to the Platform will expire two (2) years from the date of completion and the purchaser will no longer have access to the Platform.
- 15. The purchaser shall not use the legal support benefit contained in the Platform to submit a claim, proceedings or take any other legal action against Persona Homes or Home Group Limited (or its subsidiaries). Nothing in this Reservation Agreement will preclude the supplier from bringing an action against Persona Homes or Home Group Limited (or its subsidiaries) by obtaining independent legal advice, but the purchaser agrees the Platform shall not be used in any such action, proceedings or claim.