



# Persona Homes

by Home Group

## Reservation Terms and Conditions

### **General enquiries**

**T:** 0800 030 8888

**E:** [contactus@yourpersonahome.com](mailto:contactus@yourpersonahome.com)

**Visit:** [yourpersonahome.com](http://yourpersonahome.com)

### **Office address**

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

## Conditions relating to this reservation

1.	In return for the purchaser paying the reservation fee set out in the property details section above (" <b>Reservation Fee</b> "), 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 (" <b>Reservation Expiry Date</b> ").
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.

<b>Persona Homes Benefits Platform</b>	
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.

I/We, the purchaser(s), have read, understood and accept the conditions detailed in this Reservation Agreement.	
I/We, the purchaser(s), have received/read the information and details listed in the reservation checklist.	
I/We, the purchaser(s) understand if we do not proceed to exchange of contracts, Persona Homes will retain a portion of the Reservation Fee to cover reasonable costs and expenses, the balance will be returned in accordance with clause 3.	
<p>We have reserved the above property and paid the sum of £ <input type="text"/> by <input type="text"/> / <input type="text"/> / <input type="text"/> on the above terms</p> <p>In the event that Persona Homes becomes insolvent your Contract Deposit &amp; Reservation Fee will be protected and refunded. It is still prudent to seek legal advice prior to making any substantial payments, so that you fully understand the risks involved.</p>	

## Reservation Checklist

1.	Details of who to contact during the sale, purchase and legal completion of the home are below.	
2.	Sales Executive	
3.	Direct contact number	
4.	Email address	
5.	Sales executive advised that the expected contact will be weekly between reservation and completion.	
6.	Sales executive clearly explained that the anticipated month of build completion is exactly that at this time and could change and purchaser aware they must speak with the Sales Executive, their financial advisor and solicitor before making any life or financial decisions based on this date (for example breaking a chain, serving notice on rental accommodation, loans etc.)	
7.	Purchaser(s) were advised to appoint a professional 'financial' as well as 'legal' advisor of buyers choosing to carry out the legal formalities and to represent the home buyers' interests	
8.	If choices are available on this plot have they been discussed with the buyer and deadline for choices shared? (make note of deadline date on form)	Choices deadline date
9.	Sales brochure with site plan and floor plan provided	
10.	Plot Conveyance Plan Provided	
11.	EPC provided (estimated or actual)	
12.	Service Charge Customer Summary provided	
13.	<a href="#">Key Information Documents 1</a> shared and Key Information Documents 2 & 3 provided	
14.	A statement of the health and safety precautions when visiting or living on a scheme under <a href="#">construction</a>	
15.	Compliments & complaints procedure provided ( <a href="#">Complaints procedure</a> )	
16.	Steps to buying provided <a href="http://www.yourpersonahome.com/article/steps-to-buying">www.yourpersonahome.com/article/steps-to-buying</a>	
17.	Read information about <a href="#">keeping a pet as shared ownership customer</a>	

18. Understand <a href="#">how your data is used</a>	
19. Appointment made for drawing & information meeting (must be within 7 days) and buyer understands that the purchase cannot proceed to an exchange of contracts until that meeting has been completed	
20. Has the purchaser disclosed any vulnerability that we may need to be aware of? (please note Persona Homes will treat anything disclosed sensitively and confidentially)	
21. Notes on Vulnerability	

## Compliance and Anti-Money Laundering regulations

Financial assessment document provided by Financial Advisor confirming eligibility and qualification to proceed with purchase of shared ownership home.	
Credas check carried out by Persona Homes	

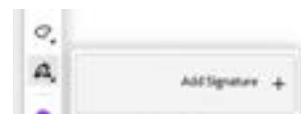
When signing this form we require your actual signature(s) and not a typed name. Please follow the instructions below for assistance

### How to sign the form

In word you go to the draw function, and then “draw with touch”, to turn your mouse into a pen.



In PDF please go to the “Add signature” function, then follow the steps.



Purchaser 1	Signed		Date	
Purchaser 2	Signed		Date	
Signed on behalf of Persona Homes				
Full name			Date	
Position				
Management Sign off				
Full name			Date	
Position				

The reservation form confirms the reservation of the plot which is sold subject to contract. If the Purchaser is in any doubt as to its meaning or effect, the purchaser should seek independent legal advice before signing it. There is a cooling off period of 14 days from date of signature. If the reservation is cancelled during this period the Reservation Fee will be refunded in full. If purchaser would like to proceed to exchange of contracts within the 14 day cooling off period, the purchaser must give express consent in writing to proceed with exchange of contracts during this cooling off period.

Persona Homes may have provided contact details of a financial and/or legal advisors to assist and advise you with your purchase it is not a condition of this reservation that you must use them nor is it linked to any form of incentive (if applicable). You are free to appoint any advisor, in addition if you would like us to provide further contact details let your sales executive know. It is entirely your choice who to appoint. Persona Homes and the Sales Executives receive no form of commission or fee from parties that we have provided details of. The details provided are based on familiarity of a particular scheme as well as a good working relationship.

### Next steps

Ahead of our meeting to talk through plans/drawings a copy of this reservation form & memorandum of sale will be sent by email to you and the solicitors named on the form in order to begin your purchase process. The following attachments will also be provided:

- Brochure
- Conveyance/Red Line Plan
- Energy Performance Certificate/SAP
- Key Information Documents 1, 2 & 3
- CML Form

For all other documents referred to please use the links provided within the form, request them from your Sales Executive or visit [www.yourpersonahome.com](http://www.yourpersonahome.com).

Persona Homes is a registered trade mark of Home Group Limited (charity registered society no. 22981R) and is the home sale brand name used by Home Group Limited and Home Group Development Limited.

#### Data Protection:

In order to help us deliver efficient services and to manage your relationship with us, we need to collect relevant personal details from you. We comply with the General Data Protection Regulation and Data Protection Act 2018 when dealing with personal data. This means that your personal data will be processed in accordance with the law. Please note in some circumstances we may share your personal data with external third parties. For more information on how we process your personal data, including on data security, data retention and lawful processing bases, please access our full privacy notice at: [www.yourpersonahome.com/legal/privacy-policy](http://www.yourpersonahome.com/legal/privacy-policy)