

Reservation & Application Form

Please complete one form per plot you wish to purchase.

Print out this form and post it to Buy Property to Let,
110 Roman Road, Blackburn, Lancs. BB1 2LA

Please attach your cheque payable to Portfolio Property t/as Buy Property to Let and sent to the above address or alternatively transfer the appropriate funds into our bank account at Nat West, Bolton, sort code 01-30-99, account number 59751290.
Your cheque is for finder's fee (2% of list price) + Reservation Fee + Valuation Fee.
All these figures will be confirmed depending on the development.

If this is a joint application both parties should complete and sign.

Development Address	Plot No.
.....
.....

List price £	Discount Price £
Title	Title
First name	first name
Surname	ditto etc
Address	Address
Address	Address
Town/City	Town/City
County	County
Post Code	Post Code
Tel: Home	Tel: Home
Tel: Work	Tel: Work
Tel: Mobile	Tel: Mobile
Fax	Fax
Email	Email

Please note that the reservation fee is not refundable in the event that you the purchaser(s) do not proceed with the purchase of this property.

Your reservation fee will be deducted from the price payable at exchange.

This reservation form must not be construed as an offer and it is not a collective investment as defined by the Financial Services & Markets Act 2000

Terms & Conditions

1. These terms and conditions have been written in simple English to assist you in understanding our rules. If you are unclear as to the meaning or intention of any clause then put your query in writing and send to 110 Roman Road,

Blackburn, Lancashire. BB1 2LA. We will write to you with an explanation within 14 days.

2. English will be the common language used in any written or verbal communication between us.
3. This agreement will be governed by the laws of England and Wales and dealt with under the judicial system at that time in the courts of England.
4. This agreement is between the Applicant and Buy Property to Let. The Applicant shall be that person whose name and signature appears at the end of this agreement.
5. Any reference to “we” or “us” or “our” means Buy Property to Let.
6. Any reference to “you” or “yours” means the Applicant with whom we are dealing.
7. Under this agreement where there is more than one Applicant the liability shall be joint and several.
8. We act as property finders specifically finding newly built apartments and houses suitable for letting purposes for sale to Buy to Let investors and act only as act an intermediary.
9. To become a member and become eligible to receive details of our investment property deals you will need to register your first name and email address at our website home page.
10. We will not charge you a membership or joining fee to receive details of our investment properties.
11. These terms and conditions are the structure governing our relationship. They will be the only terms and conditions in use during the transaction between you and us.
12. You are advised to read these terms and conditions carefully.
13. We reserve the right to amend these terms and conditions as we see fit. We will not as a right have to inform you of any changes made.
14. We act as property finders and procurement agents for investment property.
15. We do not act as financial advisors. By acknowledging that you have read these terms and conditions you accept that we have not provided you with mortgage or financial advice.
16. You agree to complete any documentation supplied by us accurately and fully.
17. Any changes to your details must be immediately notified to us by email to b.baggarley@btinternet.com.
18. We are registered under the Data Protection legislation and will keep any information or personal details safe and secure.
19. For marketing purposes we may from time to time send you details of property or related information. You may have your details permanently removed at any time by sending an email to b.baggarley@btinternet.com and state that you wish to unsubscribe as a member or alternatively use the unsubscribe option on each mailing.
20. We will provide details containing market research on property investments conducted by both ourselves and third parties. Whilst we aim to provide accurate up to date information we make no warranty or guarantee as to the accuracy or otherwise of the information and assume no responsibility for any errors or omissions in the information supplied.
21. We will initially pass any information to you via electronic means in the form of emails. This may at some time in the future be extended to include post or telephone as a means to communicate with you.

22. We will endeavour to procure for you suitable investment opportunities but cannot guarantee the frequency or quantity of these investment property opportunities.
23. We will supply details containing relevant local market factors and information gleaned from reliable third party sources. These may include Royal Institute of Chartered Surveyors, Solicitors, Accountants, Financial Brokers and Market Research Annalists. This information may at times be regarded as opinion and should be treated as speculative.
24. You are advised to make your own judgement on the information supplied by us and conduct your own due diligence. This may include legal and financial research prior to making a commitment to proceed.
25. The purchase of property is speculative and the value of your investment may go down as well as up.
26. The fees payable by you will be notified prior to you committing to the purchase. These may include a reservation fee due to the builder or developer. A finder's fee payable to Buy Property to Let. A valuation fee. A Brokers fee. A fee for use of a deposit bond or bridging loan, as well as Solicitors fees and disbursements, Stamp Duty where relevant and Mortgage arrangement fee if specified by the lender.
27. You agree to the payment of these fees and charges by returning the reservation form duly signed.
28. All fees are payable on demand.
29. The reservation fee is non refundable.
30. Our finders fee is refundable should the investment opportunity not come to contract through no fault or yours.
31. The reservation form is not intended to be a contract for the sale of the property listed on it. The purchase is subject to contract and either party has the option to withdraw prior to exchange of contracts.
32. Fees paid to third parties by the Applicant or on behalf of the Applicant by Buy Property to Let are paid in good faith and are the responsibility of the Applicant and not Buy Property to Let. The Applicant agrees That Buy Property to Let cannot be held liable for loss of these fees if the agreement or contract fails.
33. We reserve the right to terminate the investment opportunity should our fees not be paid at the time of your reservation of the property.
34. You agree not to contact any developer or builder introduced by us to you within 366 days to negotiate your own investment deal. Should you attempt to do this you will immediately pay us the equivalent of a finder's fee based on 2% of the market or developers or builder list price for sale of the property.
35. We will nominate Solicitors and Financial Brokers for you to use. The Applicant agrees to pay the fees to the nominated set of solicitors or others on exchange of contracts. We make no guarantee as to their reliability or accept any liability for their errors or omissions how so ever caused.
36. We accept no liability for any third party damages you may incur. In the event the Applicant decides to purchase and or purchases any property introduced to him/her hereunder the Applicant agrees that Buy Property to Let shall have no liability whatsoever to the Applicant or any third party in respect thereof.
37. This agreement does not create nor shall it be read or construed as neither creating any partnership between the Applicant and Buy Property to Let nor establishing either party as an agent for the other.

38. Buy Property to Let shall not be liable for any delay or failure to perform its obligations under this agreement where such delay or failure results from actions of third parties.
39. We will pass on to you details supplied by the developer or builder of the property in good faith. This may be in the form of text descriptions, drawings or artists' sketches. We accept no liability for any alterations made by the developer or builder during the construction of the property or any variance of the property to these details.
40. Confidentiality between us and you will prevail at all times. However, you agree that Buy Property to Let may pass on your details as contained in this application form to our nominated brokers and solicitors.
41. The website used by Buy Property to Let at www.buypropertytolet.co.uk will contain general information about the company Buy Property to Let and may be extended to include details of third party suppliers and in time property particulars. We make no warranty as to the accuracy of this website.
42. When you complete and send in your reservation form we make no guarantee that the specific property investment will still be available to you. Time is of the essence and you should endeavour to deliver the reservation form along with all monies payable to 110 Roman Road, Blackburn, Lancashire. BB1 2LA within 48 hours from any verbal agreement or temporary reservation of a particular plot or property made between yourself and a partner of Buy Property to Let. The 48 hours will allow you to complete your own due diligence.
43. We accept no liability for your losses or third party liability due to postal strikes, computer crashes or viruses, telephone faults or any other ways by which you communicate with us.
44. We reserve the right to terminate your membership for any breach of these terms and conditions.
45. If any single clause is deemed invalid by a court within the jurisdiction of English Law the rest of the clauses contained here will remain in force.
46. All warranties conditions and other terms implied by English Law Statute or Common Law save for the provisions laid down in section 12 of the Sale of Goods Act 1979 are excluded from these terms and conditions.
47. We will not be liable to you for any consequential loss or damage, loss of profit, loss of business, costs, expenses or other claims for indirect compensation how so ever caused that may arise in our dealings with you.
48. This agreement is not assignable by the Applicant and each party shall be responsible for its own costs in relation to all aspects of it.
49. Yours rights as a consumer are not affected.
50. These terms and conditions represent the entire agreement between you and us. They may not be varied other than by written agreement between both parties.

I have read and agree to the Terms and Conditions of Buy Property to Let

Signature
Signature

Print name
Print name

Date
Date

Please return to Buy Property to Let, Roman Cottage, 110 Roman Road, Blackburn, Lancashire BB1 2LA