Gazeal Reservation Agreement

Agreement Date	[Agreement Date Here]
Commitment	[Financial Commitment Here]
Sale Property	[Property Address Here]
Tenure	[Tenure Here]
Title Number	[Title Number Here]
Price	[Sale Price Here]
Seller	[Seller Name Here]
Seller's Address	[Seller Address Here]
Buyer	[Buyer's Name Here]
Buyer's Address	[Buyer's Address Here]
Gazeal	Gazeal Limited, reg no 06772691 of 41 Devonshire Street, London W1G 7AJ
Guarantee Fee	[Guarantee Fee here]
Term	[Term Here]
Agent	10Homes
Disclosed Property Details	All matters relating to the title and to the property disclosed by the Agent and/or the Seller prior to the date hereof. If the Seller has previously completed and disclosed to the Buyer a Property Information Form or Law Society Protocol Forms, in the event of any conflict the information in these forms shall prevail.
Special Conditions agreed between the Parties relating to the Property ("Special Conditions")	[Any Special Conditions Here]
Guarantee	Shall mean the Guarantee annexed hereto at Schedule 1 and also executed by the Parties and Gazeal.
Expert Panel	Shall mean SBQC Limited, reg no 10385300 of Manor House, Church Road, Stevington, Bedford, United Kingdom, MK43 7QB
Rules	Shall mean the rules regarding the determination of a dispute by the Expert at

Schedule 2

Seller and Buyer ("Parties") have agreed to a financial commitment ("the Commitment") that they each agree to pay to the other if the sale of the Property does not proceed in the event of their default under this Agreement. Seller and Buyer shall not be required to pay the Commitment sum by way of deposit on the signing of this Agreement. Instead, they have agreed with each other, and with Gazeal, that Gazeal will act as guarantor of their mutual obligations to each other, and the Parties and Gazeal therefore contract as follows:

General

1. Seller agrees that he will not market the Property, or consider or accept any other offers during the Term and will so instruct Agent.
2. Buyer agrees that he will not make or consider making other offers during the Term.
3. Buyer, if intending to finance the purchase with a mortgage, shall promptly submit a mortgage application, and the Parties will each instruct conveyancers as soon as possible and instruct them to act expeditiously bearing in mind the need for Exchange to take place within the Term and the relationship of the Parties shall be one of good faith.

Term, Termination and liability for Commitment

4. Expiry of Term: This Agreement will terminate on the expiry of the Term and the obligations of the Parties relating to the Commitment and Gazeal under the Guarantee shall cease unless previously extended by both Parties with the written agreement of Gazeal and subject to such costs as Gazeal shall in its absolute discretion consider reasonable.
5. If Seller refuses to Exchange: If Seller terminates OR refuses to Exchange (provided always that other parties in any chain of transactions of which this sale might form a part are also ready and Buyer terminates as a result of this refusal), Seller shall pay the Commitment to the Buyer.
6. If Buyer unreasonably refuses to Exchange: If Buyer terminates unreasonably OR Seller terminates following Buyer's unreasonable refusal to Exchange, Buyer will pay the Commitment to Seller.
7. If Buyer reasonably refuses to Exchange: If Buyer terminates reasonably OR Seller terminates following Buyers reasonable refusal to Exchange the obligations of the Parties relating to the Commitment and Gazeal under the Guarantee shall cease.
8. Exchange: This Agreement shall terminate on Exchange and the obligations of the Parties relating to the Commitment and Gazeal under the Guarantee shall cease.

Grounds for Termination

9. A termination or refusal to Exchange by the Buyer shall be deemed reasonable if it is due to;
a. Physical Defect: A physical defect in the Property, not disclosed prior to the Date and later identified in a HomeBuyer's Survey or Full Structural Survey or Mortgage Valuation Report as an urgent repair, the cost of which is more than 1% of the Price (ex VAT).
b. Defective Title: A defect in the title to the Property (including matters disclosed in Local or other searches) that cannot be adequately insured against using title indemnity and which means that Buyer's conveyancer could not reasonably issue a clear Certificate of Title to drawdown a mortgage advance (regardless whether the Buyer is buying with a mortgage or not).
c. Change to Terms Agreed: Matters disclosed in the Law Society Protocol Forms and supporting documentation that constitute a substantive change to the nature of the transaction as previously presented to the Buyer before the Date and as set out in the Disclosed Property Details and the Special Conditions.
d. Failure of a Chain: If the Property is part of a chain, failure of other transactions in that chain to be ready to Exchange before expiry of the Term (including any agreed extension).
e. Failure to secure required Finance: Failure by the Buyer to secure a mortgage offer or other form of finance that may be required for the purchase of the Property.
10. Without prejudice to the general discretion of the expert "unreasonably" shall be interpreted accordingly, and, for the avoidance of doubt, a termination shall not be deemed to be reasonable if it is due to reasons that are personal to either Party.
11. Any notice of Termination shall state the ground on which this Agreement is being terminated and shall be accompanied by supporting third party written evidence where practicable.
12. This is not a contract for the sale or purchase of the Property.

Guarantee

13. In consideration of the payment of the Guarantee Fee by each of the Parties Gazeal hereby agrees to act as guarantor of the obligations of each Party to the other on the terms set out in the Guarantee.

Law, Liability, Jurisdiction and Dispute Resolution

14. This Agreement shall be governed by the Laws of England and Wales
15. Without prejudice to the Guarantee the liability of the Parties under this Agreement shall be limited to the Commitment and any costs awarded by the expert, and the liability of Gazeal shall be limited to the Commitment (net of the Guarantee Fee)
16. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.
17. The Parties agree that either Party shall (through Gazeal) have the right to ask the Expert Panel to appoint an Expert with appropriate experience and qualifications to resolve any dispute as to termination or failure or refusal to Exchange and that such appointment shall be on the terms set out in this clause and in the Rules.
18. The Expert shall act as expert and not as an arbitrator.
19. The Expert shall determine whether the grounds of termination specified in a Notice of Termination were reasonable, or whether a refusal or failure to exchange contracts within the Term was reasonable, as defined within this Agreement, may award the Commitment to either Party accordingly, and shall give his decision in writing.
20. The Parties agree that the written decision of the Expert shall be final and binding on the Parties in the absence of manifest error or fraud.
21. Each Party shall act reasonably and co-operate to give effect to any Expert Determination and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
22. The Expert's fees in arriving at his determination shall be limited to £350 and shall be borne by the Parties in such proportions as the Expert shall direct.
23. The Expert and the Expert Panel shall have no liability to the Parties for any act or omission in relation to this appointment, save in the case of bad faith.

Seller	
Buyer	
Signed by Gazeal Limited	