

# PRE-RESERVATION INFORMATION AND RESERVATION AGREEMENT TERMS

Before making a reservation, carefully consider your decision. Read the reservation terms and conditions after which the „BOOKNOW“ button will activate. Ask for assistance from our sales manager if needed.

## PARTIES

1.1. The Grantor is Rocca A OÜ, registry code 14260957, address Maakri St 19, Tallinn, e-mail [endover@endover.ee](mailto:endover@endover.ee), phone +372 666 0620.

1.2. The Grantee is a private or a legal person on behalf of whom a reservation is confirmed.

## THE OBJECT OF RESERVATION

1.3. The object of reservation is a property that the Grantee has selected via our website and for which he/she has a confirmed reservation.

## THE PURPOSE OF RESERVATION

1.4. The purpose of reservation is to ensure that the Grantor undertakes, from the moment a reservation is confirmed and during the reservation validity period, not to negotiate with third parties, i.e. with persons other than the Grantee, as to the transfer of the reserved property and not to transfer the reserved property during the reservation validity period to a third party, i.e. a person other than the Grantee.

1.5. A reservation confirmation indicates the fact that the Grantor and the Grantee have started negotiations for making a sales agreement concerning the reserved property. With a reservation confirmation, the Grantee is neither obliged to make a sales agreement for the reserved property nor acquire the reserved property. Negotiations between the Grantor and the Grantee are regulated by the purchase terms and conditions.

## RESERVATION FEE

1.6. The reservation fee, which includes the fee for accepting and fulfilling the obligation referred to in clause 1.4, is 1000 (one thousand) euros, including VAT. The reservation fee shall be paid to the Grantor immediately after the reservation on the website has been confirmed.

1.7. The booker can pay the booking fee through the bank link before confirming the booking. The reservation fee is accepted in euros.

1.8. The Grantor shall not refund the reservation fee to the Grantee except when the Grantor violates the obligations established in clause 1.4.

## RESERVATION VALIDITY

1.9. The reservation is legally binding for the Grantor and the Grantee from the moment the Grantee confirms a reservation on the website.

1.10. A reservation for a reserved property is valid for 2 (two) weeks from the moment the Grantee confirms a reservation on the website. The reservation is valid until the end of the above period.

## THE RIGHT OF WITHDRAWAL

ENDOVER

1.11. By confirming a reservation, the Grantee expresses his/her wish that the Grantor start fulfilling obligations established in clause 1.4 immediately.

1.12. By confirming a reservation, the Grantee agrees and recognizes that he/she renounces the right of withdrawal under this agreement the moment the Grantor starts to fulfil obligations established in clause 1.4., resulting from the Law of Obligations Act § 53 lg 4 p 1. The Grantee's right of withdrawal is deemed renounced from the moment he/she agrees to it and confirms a reservation.

1.13. The Grantor has the right to unilaterally withdraw from the agreement if the reservation fee established in clause 1.6 has not been paid to the Grantor's account by no later than midnight of the next working day after confirming a reservation.

## **STEPS FOLLOWING THE RESERVATION**

1.14. After a reservation is confirmed, a reservation confirmation is forwarded to an e-mail address provided by the Grantee, together with these terms and conditions which the Grantee can save and reproduce.

1.15. The Grantor's representative contacts the Grantee no later than within 1 (one) working day after confirming a reservation, using contact information provided by the Grantee during making a reservation, to continue negotiations regarding the reserved property.

## **PROCESSING OF PERSONAL DATA**

1. 16. For further information on how we process your personal data, read our privacy notification.

## **APPLICABLE LAW**

1.17. When applicable law does not imperatively prescribe otherwise, legal relationships arising from a reservation shall be governed by the laws of the Republic of Estonia.

**ENDOVER**