

## PRE-RESERVATION INFORMATION AND RESERVATION AGREEMENT TERMS AND CONDITIONS

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

### 5 simple steps for booking:

1. Choose a flat you like from the chapter “Prices”.
2. Consider your decision and move towards booking by clicking on the “Book” button.
3. Read the information and requirements concerning the booking agreement carefully, if you find them suitable, move forward by clicking on the “Book” button.
4. Check the flat’s data, if you also want to have a parking space and a storage room, add them to the booking and also insert your data. If you make the booking as a legal person, choose the respective option. Move forward by clicking on “Go forward”.
5. Check the inserted data, tick the required boxes and choose the payment method most suitable for you, by making the payment, your booking is confirmed.

Making the payment is the final step – after it has been done you only need to wait for confirmation on your email and the sales manager’s email or phone call.

### PARTIES

- 1.1. The Grantor is VK9 OÜ, registry code 16359140, address Maakri St 19/1, Tallinn, e-mail 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 cost, which incorporates the fee indicated in point 1.4 for assuming and fulfilling the obligation, is €1000 (one thousand euros), inclusive of VAT. The reservation cost must be paid as soon as the reservation is confirmed on the website. When the notarized sales contract is entered into, a 100% discount will be applied to the reservation fee.

1.7. The reservation fee can be paid via bank link (Swedbank, SEB, LHV Pank, Coop Pank, Luminor) or bank transfer to the Grantor's (VK9 OÜ) account EE767700771007153904 (AS LHV Group, SWIFT LHVBE22), entering the name of the person making a reservation, the number of the reserved apartment and the reservation fee into the payment description field. Payments for 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**

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 recognises 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.

#### **TERMS AND CONDITIONS OF CAMPAIGN**

1.18. The terms and conditions of the campaign and other special terms and conditions are reflected in the notarial sales contract.