CONSUMER GUIDES

Reservation payments, deposits and promissory contracts

Clarify the purpose of each payment and put essential conditions in writing before transferring money.

What matters

• A reservation can have its own terms; do not assume every payment is a contract deposit or refundable. Get a written agreement, payee, receipt and refund rule.

• A promissory contract should identify property, parties, price, payments, dates and conditions about finance, documents, charges and handover. Have an independent legal adviser review it.

• A contract deposit has legal consequences on default that depend on the facts and agreement; avoid simplistic assumptions about forfeiture or double repayment.

• Align the contract dates with valuation, final finance approval, documents and release of mortgages or other charges.

• Keep signed versions and proof of each transfer; verify bank details through a previously known phone number.

Questions and notes

01 Who receives the reservation, and under what authority?

02 When is it refunded, and where is that written?

03 Which conditions should my promissory contract include?

Official sources

Lei 15/2013 | Mediação imobiliária

IRN | Certidão permanente predial

Justiça | Balcão Casa Pronta

General information, not legal, tax, financial or technical advice. Verify current rules and property-specific facts before deciding. APMLS is independent of the brokerage and is not a party to the transaction.