



**CREST**  
NICHOLSON

## PART EXCHANGE

A guaranteed chain-free cash buyer for your existing property,  
enabling you to reserve your new Crest Nicholson home.

[CRESTNICHOLSON.COM/PARTEXCHANGE](http://CRESTNICHOLSON.COM/PARTEXCHANGE)





## PART EXCHANGE EXPLAINED

- We will be the cash buyer for your current home
- You can remain in your existing home until your new home is ready
- A streamlined transaction with professional support and guidance throughout
- You will receive a fair value for your existing home
- No complicated chain delays and no agents' fees to pay

## FIVE EASY STEPS to a new Crest Nicholson home.

### Step 1

Find your brand new Crest Nicholson home.

### Step 2

To establish the price that we are prepared to pay for your existing home, we will arrange for up to three local estate agents to assess the value of your existing home in the current market conditions. This process normally takes no more than 10 days.

### Step 3

Provided that your existing home meets the terms and conditions required for Part Exchange, we will make you an offer which will be subject to contract, structural survey and the appropriate legal searches.

### Step 4

Once you've accepted our offer for your existing home, you can proceed to reserve your new Crest Nicholson property. You will then need to instruct a solicitor and arrange a mortgage, if required, in the usual way.

If you wish, we can suggest new homes specialist independent advisors to identify your financial requirements. If you are not sure which solicitor to use, we can also suggest a selection of local firms to assist you in progressing smoothly and efficiently through the process.

### Step 5

We will help guide you through the buying process, ensuring that your move to your new Crest Nicholson home is as effortless as possible.

## PART EXCHANGE TERMS & CONDITIONS

### Definition and usage

"Crest Nicholson" is hereinafter referred to as "Crest Nicholson", "we", "us", or "our".

The current home you are looking to sell is hereinafter referred to as your "Existing Home", and your chosen Crest Nicholson home is referred to as your "New Home".

### Availability

Part Exchange is available on selected Crest Nicholson homes. Terms and conditions apply.

The value of your Existing Home must be typically no more than 70% of your chosen New Home.

### Your Existing Home

Your Existing Home must:

- Be in a good state of repair and located in an area of the UK covered by one of our regional house building divisions.
- Be of a standard method of construction.
- Have at least 85 years unexpired term remaining if it is leasehold.

We are under no obligation to make you an offer on your Existing Home.

### What do I have to do to be considered for Part Exchange?

You need to:

- Complete one of our Part Exchange Valuation Request forms.
- Provide access to our representatives and appointed estate agents within 48 hours (excluding weekends) of us notifying you of valuation and inspection appointments for your Existing Home.

### How does Crest Nicholson make me an offer?

We will appoint two or three independent estate agents to formally value your Existing Home.

Once your Existing Home has been inspected and valued, and if it is eligible for Part Exchange in accordance with these Terms and Conditions, we will make you an offer, based on those valuations and explain how we've arrived at the figure we propose.

The offer will specify the date by which you must accept the offer (which will be a minimum of fourteen (14) calendar days from the date of the letter). If you do not accept the offer by the specified date, it will no longer be capable of acceptance by you.

Any offer made by us for your Existing Home will be subject to survey(s), an independent valuation, and any necessary further enquiries or reports.

We reserve the right not to consider or accept your Existing Home for Part Exchange and will explain the reasoning for our decision. All valuations and decisions are final.

### What happens after I accept an offer for my Existing Home?

Once you have accepted the offer you need to:

- Complete a Reservation Agreement for your New Home and pay a reservation fee within fourteen (14) calendar days of accepting the offer on your Existing Home.

- Sign a copy of these Part Exchange Terms and Conditions.

If you decide not to Part Exchange your Existing Home for your New Home for any reason, or you cancel the Reservation Agreement or it expires:

- Before expiry of fourteen (14) calendar days from the date of the Reservation Agreement, we will refund the reservation fee to you, in full.
- After the expiry of fourteen (14) calendar days from the date of the Reservation Agreement, we will deduct the following from the reservation fee:
  - A contribution of £100 towards our own internal administration costs and management time.
  - A contribution of up to £250 towards any abortive costs, disbursements, or expenses we are liable for if our solicitors have been instructed in respect of a part exchange of your property.
  - Up to £250 if we are liable for any estate agency cancellation fees.
  - Any further sums that we are entitled to deduct under the terms of the Reservation Agreement.

If we decide not to proceed with the Part Exchange for any reason (for example because of issues highlighted in the survey, title issues, or issues arising following pre-contract enquiries), then the reservation fee will be refunded in full.

Your payments are secured with us. Any refunds payable to you will be paid directly to you within fourteen (14) working days of the date of notification of cancellation.

### Will my New Home stay on the market?

Your New Home will remain on the market and can be reserved by another customer until you have completed a Reservation Form and signed our Part Exchange Terms and Conditions.

### What happens next?

After the Reservation Form has been completed and the Part Exchange Terms and Conditions have been signed:

- We require your co-operation in allowing us to market your Existing Home straight away, ensuring that potential buyers have every chance to view your home. You must agree to allow reasonable access to your Existing Home to:
  - Facilitate the resale (subject to agreed appointments).
  - For the instructed agent to erect a "For Sale" sign.
- You will need to ensure your solicitor is instructed to proceed on your behalf upon acceptance of our offer and inform them of the Reservation Period end date under the terms of the Reservation Agreement.
- You agree to cancel any existing arrangements with any estate agents. Any estate agent fees or commissions and VAT that may have been incurred by you prior to our agreement will remain your responsibility. We will not accept liability towards any such costs or charges.

• Any estate agents appointed by us to market your existing property will be acting on our behalf and any fees and commissions for our appointed agents will be met by us except where:

- Any of the deductions set out above and in the Reservation Agreement are applicable; or
- You complete the sale of your existing home to any individual(s) introduced by our appointed agents during the period of our instructions, in which case you agree to indemnify us for any agents' commission and VAT for which we may be held liable.

• Both your purchase of your New Home and our purchase of your Existing Home are subject to contract, until simultaneous exchange of contracts has taken place on both transactions. The terms for the transfer of your Existing Home to us will be based on our standard contract with Part Exchange terms included.

- You will need to accurately complete standard enquiries relating to your Existing Home issued by our solicitors. Since we have no first-hand knowledge of your Existing Home, you agree that a future purchaser of your Existing Home will rely on your replies and you accept liability for any false or misleading replies.

• Your home and garden must be maintained to the same standard it was in when our valuations took place and the following items must remain in your Existing Home, unless written consent for removal has been obtained from us:

- Fitted carpets
- Curtains
- Light fittings
- Blinds (venetian/vertical/roller etc)
- Fires and fire surrounds
- Fitted kitchens and all integrated appliances
- Fitted wardrobes
- All items fixed to the wall (including bathroom cabinets, towel rails and other bathroom accessories)

Items in the garden – including plants, shed and water features – must also remain, unless otherwise agreed in writing.

If there are specific items you wish to remove, these must be identified in the Reservation Form for your New Home. Removal of these items may necessitate replacement or reinstatement of walls, ceilings or floors to an acceptable standard, including the filling of any holes and repainting.

- You agree to be responsible for any damage to your Existing Home that occurs before transferring your Existing Home to us, unless it was caused by us, our representatives or an estate agent appointed by us. Until that date, your Existing Home is at your risk, and you must insure it in its full reinstatement value against the risks usually covered under a comprehensive buildings insurance policy with a reputable insurance company, unless it is a leasehold property where insurance is arranged by the Landlord or Management Company.



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Ask your Sales Executive to see how Crest Nicholson's Part Exchange scheme could work for you.

[crestnicholson.com/partexchange](http://crestnicholson.com/partexchange)

## PART EXCHANGE TERMS & CONDITIONS CONTINUED

### What documents do I need to supply to my solicitor for my Existing Home?

You will need to provide at your cost, prior to exchange of contracts:

- If you have had either a new central heating or new gas boiler installed at the property since 2006 either a CORGI or (if the work was carried out after 1 April 2009) a new Gas Safe service certificate.
- An electrical testing certificate for all electric equipment within your Existing Home to certify they are safe and in full working condition.
- An Energy Performance Certificate.
- Evidence of service (by appropriately qualified personnel) of all central heating systems and gas fires. If you have already had these serviced within the last six (6) months, then evidence of this will be sufficient.
- If replacement double glazed windows have been installed since April 2002, a FENSA certificate and a copy of the Guarantee.
- Any prepaid service meters must be replaced with standard credit meters prior to legal completion.

### Must exchange of contracts for my New Home and my Existing Home take place at the same time?

Yes. Exchange of contracts for both your chosen New Home and your Part Exchange Existing Home must take place simultaneously. You will be informed of timescales for completion throughout the process.

### When will legal completion take place?

If construction of your New Home has been completed at the date of exchange of contracts, there will be a fixed completion date.

If construction of your New Home has not been completed at the date of exchange of contracts, written notification will be given to your solicitor when the construction of the New Home has been completed. Legal completion will take place ten (10) working days after the date of such notification.

### What is required on legal completion of my New Home and my Existing Home?

On the day of legal completion you will be required to ensure:

- Full vacant possession of your Existing Home (i.e., the property must be left in a clean and tidy condition including the loft and any outbuildings, with only agreed items remaining).

- All utility bills for your Existing Home must be paid up to date, and meters read so that final bills can be forwarded on to you for payment. You are responsible for payment of any bills or invoices relating to the period prior to the completion date (including any rent, rent charges, ground rent, insurance premiums or service charges).

You will receive the keys to your New Home once:

- Completion has taken place on your Existing Home.
- When it is confirmed that you have left three (3) sets of keys with our appointed estate agent or ourselves, along with any alarm codes. You will be notified prior to legal completion where these keys are to be left. Any keys not provided may necessitate a locksmith being instructed on our behalf to replace locks and supply keys, the cost of which will be recovered from you.

When you move out of your Existing Home:

- It must be left in a clean and tidy condition including the loft and any outbuildings, with only agreed items remaining. A £500 retention fee will be held. This £500 will not be allowed against the price of your New Home on completion, so you should budget for this.
- If your Existing Home is left in a reasonable condition and all keys are handed in by 4pm on the day of completion, the £500 retention fee will be refunded to your solicitor.
- If we have to use any of the £500 retention fee to make good/clean your Existing Home, we will pay any balance left to your solicitor once the making good works/cleaning are complete.

## **CREST NICHOLSON GENERAL TERMS AND CONDITIONS**

### Offers

Offers are on selected plots only and:

- a. are subject to availability, contract and status; and
- b. cannot be used in conjunction with any other offer on the same plot unless expressly stated otherwise.

We reserve the right to withdraw or alter any of these offers at any time prior to the payment of a reservation fee.

The current specific offers being advertised in relation to our developments may vary from time to time and you should refer to the development you are interested in to discover which offers are available on specific plots.

### Prices and Details

Prices and details are correct at time of going to press.

### Images

All images are typical of Crest Nicholson and are for illustrative purposes only. Please contact the development you are interested in for plot specific details.

These Terms and Conditions do not affect your statutory rights.