



CREST  
NICHOLSON

## SMOOTHMOVE

Helping you sell your existing property,  
enabling you to reserve your new  
Crest Nicholson home.

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





## SMOOTHMOVE

Taking the hassle out of buying your new home.

Once you have found your perfect new Crest Nicholson home, you will need to get the sale of your existing property going.

With SmoothMove, we will work closely with your estate agent to help you find the right buyer for your old home. Plus, we will even pay your estate agent fees.



## THE SIMPLE STEPS TO SECURING your new Crest Nicholson home.

- Tell us about the property that you are trying to sell and choose your new Crest Nicholson home
- We will arrange up to three free valuations by independent estate agents
- We will agree with you the best price to market your existing property and arrange for the property details and photographs to be produced
- If you wish, we can suggest independent advisors to identify your financial requirements
- Crest Nicholson will manage the sale of your existing property providing you with regular progress updates
- Once your existing property is sold and you buy your new home, we will pay your agreed estate agent fees
- You can then look forward to moving into your brand new Crest Nicholson home

To find out more about SmoothMove, speak to one of our Sales Executives.



## SMOOTHMOVE TERMS & CONDITIONS

### Definition and usage

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

### Availability

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

### How do I apply for Smoothmove?

You need to:

- Complete our Smoothmove Valuation Request form and include details of your current home which you are looking to sell (your "Existing Home").
- Provide details, if applicable, of any instructed selling agents (including any agreements) so we can liaise with them.

- Provide access to your Existing Home to our representatives and appointed estate agents within 48 hours (excluding weekends) of us notifying you of valuation and inspection appointments.

### How does the sale of my Existing Home get underway?

We will instruct two or three independent estate agents to formally value your Existing Home; we'll then propose a marketing price for your Existing Home.

The realistic sale price may be lower than its initial marketing price, but is based on selling your Existing Home within a specified timescale fixed by us (the "Sale Timeframe").

Of course, you have the final say on the price you want your Existing Home to be marketed, but Smoothmove is only available if the marketing price and sale timescale are the same as,

or less than, we think realistic.

We reserve the right not to consider, nor to accept your Existing Home for Smoothmove. We may make this decision during our preliminary discussions with you or after valuations have been carried out, and will explain our reasoning(s). All valuations and decisions are final.

It is a condition of Smoothmove that:

- No party is currently negotiating to purchase your Existing Home.
- No introduction has already been made by another party.
- You will not instruct another estate agent to sell your Existing Home until the Sale Timeframe has ended.

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## **SMOOTHMOVE TERMS & CONDITIONS CONTINUED**

In the event that any existing contract with your estate agent cannot be cancelled without penalty, or if there is a penalty for dual agency, we will not be liable for any extra fees as we cannot be responsible for obligations contained in third party contracts. Please note that you will be responsible for dis-instructing your existing estate agent and for any abortive costs or dual agency fees specified in your contract.

Once your Existing Home is accepted for Smoothmove, we will:

- Decide which estate agent to instruct and what the terms of that appointment to sell your Existing Home will be.
- Work closely with the instructed estate agent to ensure your home is frequently advertised.
- Ensure feedback is reported on all viewings.

You may need to leave a full set of keys or agree access times for potential buyers with the appointed estate agent.

It is not guaranteed that a buyer will be found for your Existing Home or that any buyer will be willing to pay the price you want.

Do I pay any fees before a buyer is found for my Existing Home?

No. No fees are due while the appointed estate agent is working to find a buyer for your Existing Home.

How do I accept an offer for my Existing Home?

Any sale of your Existing Home to a buyer is at a price approved by you.

You consent only to confirm agreement to a sale of your Existing Home to a buyer who:

- Can achieve an exchange of contracts within forty two (42) calendar days.
- Has been financially qualified by a mortgage advisor to proceed with the purchase of your Existing Home.

New home on hold

We may at our discretion agree to place your chosen Crest Nicholson Home (your "New Home") on hold. There is no fee or charge for placing your New Home on hold. We are not obliged to place your New Home on hold and we may take it off being on hold at any time and for any reason. We will usually aim to let you know before we take your New Home off being on hold.

If we agree to place your New Home on hold we will usually place a flag or note on any webpages or advertisements or listings for your New Home that it is on hold. This is to indicate to other buyers that a buyer, i.e. you, intends to enter into a Reservation Agreement in relation to your New Home.

If your New Home is placed on hold we may still market your New Home. Also whilst your New Home is on hold we may still accept another offer from another buyer in relation to your New Home and enter into a Reservation Agreement with another buyer in relation to your New Home. To actually reserve your New Home you must enter into a Reservation Agreement for your New Home.

When can I reserve my New Home?

We may continue to market your chosen New Home and reserve the right to take a reservation on this home until such time as:

- The sale of your Existing Home is agreed to a buyer who:
  - Has agreed and can proceed to exchange of contracts within forty two (42) calendar days;
  - Has been financially qualified by a mortgage advisor to purchase your Existing Home;
- You enter into a Reservation Agreement with us for your New Home, pay the reservation fee, and sign our Smoothmove Terms and Conditions. Please note, your buyer could cancel its purchase of your Existing Home before legal exchange of contracts with you.

Should you or your buyer decide not to proceed with the sale of your Existing Home or the purchase of your New Home for any reason, or if you cancel the Reservation Agreement or it expires:

- a) before expiry of fourteen (14) calendar days from the date of the Reservation Agreement, we will refund you the reservation fee in full.
- b) 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 costs, disbursements, or expenses we are liable for if our solicitors have been instructed in respect of your purchase.
  - A contribution of up to £250 if we are liable for any charges under the Smoothmove scheme (for example, to the estate agent for abortive/termination fees.)
  - Any further sums that we are entitled to deduct under the terms of the Reservation Agreement.

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.

What happens next?

After the Reservation Form is completed, the reservation fee paid and the Smoothmove Terms and Conditions will be signed.

You will need to ensure the following:

- Your solicitor is instructed to proceed on your behalf, and inform them of our forty two (42) calendar day Reservation Period under the terms of the Reservation Agreement. The purchase of your New Home is subject to contract. You will be given an indication as to when it will be ready for occupation.
- Your home and garden is maintained to the same standard they were in when our valuations took place.

Payment of estate agent's commission for selling your Existing Property

- Any estate agents fees and commission will be met by us except where:
  - You do not proceed with the Smoothmove Scheme; 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.

## **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 for 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.