

## Terms and conditions

### 105% Part Exchange Offer

1. This Offer is available on selected Charles Church developments and plots only within the Charles Church West Scotland operating company area, subject to customer status and availability. In these terms “**You**” means the customer(s) and applies if the relevant Charles Church new home is being acquired by one or more persons. “**Us**” “**We**” and “**Our**” are references to Charles Church. “**The Offer**” means the offer detailed in paragraph 4 below. The provision of the Offer is strictly subject to these terms and conditions. “**We**” means Us and You. For the avoidance of any doubt if You comprise more than one person and either or any of You withdraw from the purchase of the Charles Church home, the person(s) so withdrawing shall not be entitled to the Offer. The term “**PX Property**” means the residential property that You will transfer to Us in consideration of part of the price payable by You to Us for the **Charles Church** new home which you reserve. The term “**PX Property Valuation Price**” means the baseline risk value price assessed by an independent valuer for the PX Property engaged by Us (or if more than one valuer is utilised then the average of the baseline risk value prices tendered by them).
2. Our sales representative will let You know in writing whether or not You potentially qualify for this Offer (qualification would ultimately remain subject to these terms and conditions).
3. Part Exchange is available on selected plots and subject to status. Part Exchange is available to existing homeowners only.
4. The Offer is: If You are eligible (as per these terms and conditions), We will, on completion of the simultaneous sale of the Charles Church new home to You and the transfer of the PX Property to Us, either (at Your election (to be communicated to us at least 5 working days prior to exchange of contracts for the new home):
  - 4.1 pay to You a price for the PX Property of 105% of the PX Property Valuation Price (the transfer of the PX Property to Us will form part of the consideration due to Us for the new home); **or**
  - 4.2 give to You a financial incentive (such as for stamp duty land tax (or regional equivalent), contribution towards deposit or moving costs) such financial incentive to equate to 5% of the PX Property Valuation Price
5. If you're eligible for Part Exchange, we'll organise the sale of your existing home from start to finish for you. We will arrange for a valuation or valuations of the PX Property with independent estate agent(s) or valuer(s).
6. If You and We agree on a part exchange deal, as a condition of that deal taking place You will need to agree to comply with our Part Exchange Terms and Conditions (a copy of which will be supplied to You).
7. A professional legal adviser is required to be engaged by you to carry out the legal formalities of buying the home and to represent your interests. You'll still have to cover the costs of solicitor fees and any certifications (i.e. for gas and electrics etc) required as part of the normal selling/buying process.

8. If you're currently marketing your home, you'll be responsible for all related costs with your current selling agent. It's your responsibility to ensure you serve sufficient notice if signed up to a sole agency agreement or similar.
9. We can provide you with a list of our recommended solicitors and/or financial advisors as necessary. We cannot advise you on a mortgage. Part Exchange is subject to availability and may be withdrawn at any time without notice.
10. This Offer may not be available in conjunction with any other promotions or offers that We may otherwise be offering in respect of the new home.
11. If the PX property is over 10 years old the availability of the Offer will be subject to Us being satisfied with the results and findings of a Home Buyers Report. We has absolute discretion whether or not to elect to buy the PX Property (there may for example be title issues that affect Our intention to purchase).
12. Regardless of the Offer that We say You are entitled to receive on or prior to reservation of the Charles Church new home, You will not be eligible to receive and take advantage of the Offer if You purchase the Charles Church new home where any one or more of the following apply:
  - 12.1 You are using a buy to let mortgage product; or
  - 12.2 You are using the First Homes Scheme or other Discount from Market Value scheme; or
  - 12.3 You are using any Government Help to Buy or similar scheme; or
  - 12.4 You are using any shared ownership or shared equity scheme; or
  - 12.5 where one or more of the purchasers is a corporate entity, LLP or partnership; or
  - 12.6 for whatever reason You are or become exempt from any legal obligation to pay SDLT.
13. We shall have sole discretion to decide whether You are entitled to the Offer provided by this scheme. We reserve the right to suspend cancel or amend this Offer at any time without notice (Provided always that the terms of an Offer to an individual may not be amended where the availability of the Offer and eligibility for the Offer have been communicated in writing to that individual on or before reservation of a specific Charles Church home, without prejudice though to these terms and conditions). Any suspension, cancellation or amendment will be published on Our website.
14. Notwithstanding Your potential entitlement to receive the Offer, these terms and conditions (and anything else communicated to You by Persimmon) do not give to You any period of exclusivity to purchase a particular plot and (unless a valid reservation agreement has been entered into between ourselves and remains in force and effect) We shall be entitled to enter into a reservation agreement with any third party at any time