

Terms and conditions

Deposit Paid Offer

1. In this Offer “**Contract**” means the legal contract that You and We will exchange for the sale and purchase of a Charles Church home. The term includes regional equivalents (such as missive in Scotland). It does not include the reservation agreement that You and We enter into. In these terms the term “**Price**” means the purchase price for the Charles Church home as will be stated in the transfer deed or lease (or in either case regional equivalent) and in any event does not include any additional sums payable for extras fixtures and fittings and enhancements and does not take account of the Offer.
2. This offer is available between 01.09.26 and 01.11.26 (both dates inclusive) (“the **Offer Period**”) on selected Charles Church developments and plots only [in our [North Midlands] operating company area], subject to customer status and availability. In these terms “**You**” means the customer(s) and applies if the relevant Charles Church home is being acquired by one or more persons. “**Us**” 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.
3. Our sales representative will let You know in writing, during the Offer Period whether or not You potentially qualify for this Offer (qualification would ultimately remain subject to these terms and conditions). To qualify for this offer You need to have entered into a reservation agreement with Us (which includes the payment of the required reservation fee) for the specific Charles Church home to which Our Offer relates no later than 01.12.26 (time being of the essence).
4. The Offer comprises a financial incentive that:
 - 4.1 equates to 5% of the Price and is paid by way of a contribution to the Deposit; and
 - 4.2 is a sum that, regardless of the Price, shall not exceed £31,499 and
 - 4.3 will be shown on the completion statement as a “deduction” from the completion balance when you complete Your purchase of the Charles Church home (the Offer will not be given or paid to You by any other means)
5. Regardless of the Offer that We say You are entitled to receive on or prior to reservation of the Charles Church home, You will not be eligible to receive and take advantage of the Offer if You purchase the Charles Church home where any one or more of the following apply:
 - 5.1 using a buy to let mortgage product; or

- 5.2 using the First Homes Scheme or other Discount from Market Value scheme; or
 - 5.3 using any Government Help to Buy or similar scheme; or
 - 5.4 using any of Charles Church part exchange or home change scheme; or
 - 5.5 using any shared ownership or shared equity scheme; or
 - 5.6 where one or more of the purchasers is a corporate entity, LLP or partnership; or
 - 5.7 for whatever reason You are or become exempt from any legal obligation to pay SDLT.
6. Charles Church shall have sole discretion to decide whether You are entitled to the Offer provided by this scheme. Charles Church reserves 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 Charles Church's website.
7. Notwithstanding Your potential entitlement to receive the Offer, these terms and conditions (and anything else communicated to You by Charles Church) 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