

## TERMS AND CONDITIONS

1. Part Exchange is only available on selected developments and homes. It will be considered in England, Scotland or Wales where we have a regional office and is subject to our standard terms and conditions. Your existing home must be 70% or less than the value of the new home you are considering purchasing. Not all properties can be considered for Part Exchange due to their method of construction or unusual characteristics. Leasehold properties with less than 85 years remaining on the lease cannot be considered.
2. To be considered for Part Exchange you will need to have completed in full the Part Exchange application form and new home reservation form and have paid your provisional reservation fee.
3. You will need to provide access to our appointed selling agents, Part Exchange Manager or our representative within 3 working days for the valuations and inspection of your existing home.
4. Our offer will be made to you verbally. Your acceptance will be required within 24 hours and any written offer must be returned within 48 hours of receipt. Upon acceptance your reservation will be processed and your provisional reservation fee will become non-refundable. If you do not accept our offer, your application and your reservation on the new home will be cancelled and your cheque will be returned.
5. You need to ensure your solicitor is instructed to proceed on your behalf upon acceptance of our offer and to meet our 28 day exchange requirement.
6. Our initial offer will be subject to the RCIS survey and valuation. Should the valuation be lower than the figure we have agreed with you we may wish to renegotiate our offer. Any issues or defects raised in the survey that may influence the saleability of your existing home may require you to have these put right at your own expense prior to exchange of contracts or legal completion at the latest. If any defects or repairs are required we will forward the relevant extracts from the survey report for your information and attention.
7. You will need to allow access for any prospective purchasers from our appointed agents to view your existing home at reasonable times. Our appointed agents will also be requested to erect a for sale board at your property.
8. Any agents appointed by ourselves to market your home will be acting on our behalf and should the complete transaction proceed to mutual legal completion any fees and commissions for the appointed agents will be met by Taylor Wimpey. Should either party withdraw from the transaction but you continue to sell your home to any individual introduced to your property by our appointed agents during the period of our instruction, and any such sale proceed to a legal completion, you would be responsible for the agents commission and VAT.
9. Any agents fees or commissions and VAT that may have been incurred by you prior to our agreement will remain your responsibility. Taylor Wimpey can accept no liability towards any such costs or changes.
10. Certain items are deemed fixtures and fittings within your home and must remain within the property and are included in our offer. Such items would be floor coverings, fitted and built in integrated appliances, freestanding cooker, curtain poles, light fittings, shelves, fitted wardrobes and curtains etc. Our Part Exchange Manager will discuss these with you and they must be identified on the schedule of fixtures and fittings, which in turn will form part of our legal agreement. If there are specific items you wish to remove these must be identified with our Part Exchange Manager and duly documented. This may necessitate your replacing any items removed or carrying out reinstatement of walls, ceilings or floors to an acceptable standard, including the filling of any holes and repainting. Items in the garden including plants, shed and water features are also deemed fixtures and fittings and must remain unless otherwise agreed in writing,
11. Your property must be maintained internally and externally to an acceptable standard until legal completion and on legal completion must be left clean and tidy including garden, loft and any outbuildings with only the agreed items remaining. A sum of £500 will be retained by your solicitor upon completion, which will be released to you subject to your property being left in a satisfactory condition and in accordance with our agreement following an inspection either by our own personnel or our appointed agents. We reserve the right to utilise this retention money to deal with any issues that may be found with any balance money subsequently returned to you. This may include any electrical, gas or plumbing issue or any items remaining that should be in a safe and working order. No rubbish or waste must remain on or in your property on the day of legal completion. If rectification costs exceed £500 you will be responsible for the difference with no maximum limit.
12. A Corgi or Gas safe service certificate will be required on all gas equipment within your existing home prior to exchange of contracts to certify it's safe and in a full working condition.
13. Upon exchange of contracts you will be required to pay a 10% exchange deposit on the difference between the purchase price of your current home and your new home. These cleared funds need to be available with your legal advisor in good time.
14. On the day of legal completion you will not receive the keys to your new home until completion has taken place on both properties and only then when it is confirmed that you have left a minimum of two keys to all lockable doors within the property, garage, sheds and other outbuildings and keys to any lockable windows with our appointed agent or ourselves, along with any alarm codes or keys. 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 would be from the retention money.
15. You will be responsible for all service company invoices up to and including the day of legal completion. Please ensure you have had all your meters read in order that the final bills can be forwarded on to you for settlement. We will not accept any bills or invoices for periods of consumption prior to completion date.
16. Any prepaid service meters must be replaced with standard credit meters prior to legal completion.
17. Full vacant possession of your existing home will be required upon legal completion.
18. Both your purchase of the new home and our part exchange agreement are subject to contract until the exchange has taken place on both transactions.

We will aim to keep your personal information up to date, but rely on you telling us promptly if your name, address, telephone number or any other details change.

We will not pass your personal information to anyone outside our group, except to third parties for the purpose of providing products, services and/or marketing information to you (e.g. professional advisers, finance providers, estate agents, recommended suppliers). We may also copy this form to relevant third parties.

Your personal information may be used by us and any of the persons mentioned above for: internal purposes and to provide products, services and/or marketing information to you. Your personal information may also be used for research purposes and to help us develop our website, products and/or services.

Please indicate your preferred method of communication by ticking the relevant box: ☐ post; ☐ telephone; ☐ email.

Please tick the relevant box if you do not wish to receive marketing information on properties, products and/or services that might be of interest to you from:

☐ us; ☐ our recommended suppliers.

Our full privacy policy can be found at: [www.taylorwimpey.co.uk](http://www.taylorwimpey.co.uk)

**Customer Signature:**

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**Date:** \_\_\_\_\_

**Sales Executive:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Comments:**

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