

# Assisted Move

## TERMS & CONDITIONS

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1. The Assisted Move scheme is available on **selected Briar Homes plots only** and operates with Briar Homes partnered Estate Agents and Surveyors. The incentive is plot exclusive and can be withdrawn from the plot at any point prior to its reservation. The scheme covers **one** dependant property sale.
2. To be eligible for the scheme, the client's dependant property must be within the geographical area covered by Briar Homes partnered Estate Agents and Surveyors.
3. This scheme does not guarantee a buyer or guarantee a sales price.
4. Briar Homes will instruct 2 local Estate Agents to undertake independent valuations and provide marketing advice for the clients' dependant property. Access for the Estate Agents must be provided within 3 working days of the Assisted Move incentive being agreed and confirmed.
5. After the initial market valuations are complete and, if the client decides to proceed, Briar Homes will request a £500 reservation fee (**this is non-refundable should the client decide at any point not to proceed hereafter**). The client's preferred plot will be taken off the market for an 8-week period.
6. From the 2 valuation appointments had, the client will determine which estate agent is instructed in the sale of their home; Briar Homes will determine the terms of that appointment. The client will also agree to cooperate fully with the appointed estate agent in their endeavours to market and sell their property.
7. The client must agree to provide access to the Estate Agent and Surveyor so that the marketing details and Home Report can be prepared. The property will be placed on the market, at a price to sell, within the 8-week period.
8. The client will have the final say on the price at which the property is marketed, but the Assisted Move scheme can be withdrawn by Briar Homes if the price at which the client wishes to market their dependant property is higher than advised/recommended. The marketing price must be realistic in relation to a valid Home Report to achieve a sale within the agreed 8-week period.
9. The client will be asked to sign off the Home Report and complete the property questionnaire for their home within 24 hours of receiving. This must be carried out timeously so that the property can swiftly go to market.
10. Pending a sale of the client's property, the client and Briar Homes' Sales Executive will keep in regular contact so that both are kept updated.
11. On legal completion of the sale of the client's dependant property, Briar Homes will pay the agreed estate agents fees (including the Home Report) as per the terms agreed.

12. The other remaining aspects of the sale will be the client's responsibility as the sale will progress after the offer is accepted as a regular sale.
13. The client will be responsible for sourcing and paying a Scottish Solicitor to act on their behalf as there will be fees for both buying and selling.
14. The client must be aware that, in the event whereby a sale is secured on the client's property, Briar Homes cannot guarantee to co-ordinate entry dates to match and, under these circumstances, it is the client's responsibility to find and fund temporary accommodation.
15. Please note, the agreed sale on a client's dependant property could fall through prior to legal exchange of contracts. Briar Homes would expect the property to be re-marketed as soon as possible to avoid unnecessary delays. In the instance a new buyer cannot be found within the timeline agreed, Briar Homes retains the right to cancel the reservation of the clients chosen plot.
16. It is a strict term of this agreement that should the Assisted Move scheme secure a purchaser for the clients dependant property and the client **DOES NOT** proceed to purchase from Briar Homes, the client will be liable to pay all associated fees direct to the Estate Agent as per the terms of their signed Sole Selling Rights Agreement.
17. It is a strict term of this agreement that in the situation whereby the client's property is sold and the client **DOES NOT** proceed to purchase from Briar Homes after the Estate Agents account has been settled by Briar Homes that the associated costs will be recoverable from any deposits paid and a further issued invoice (if necessary).
18. During the agreed 8-week marketing period, no other party or Estate Agent can negotiate the sale of the client's dependant property under the terms of the Sole Selling Rights Agreement. The client must not instruct any another Estate Agent to sell their dependant property until the Assisted Move agreement has ended.
19. Should the client be unable to agree a suitable offer for their dependant property within the specified timeline, the client can withdraw their interest from buying a Briar Home with no further fees to pay, the £500 reservation fee remains non-refundable.
20. Briar Homes reserve the right to end the Assisted Move agreement if a buyer is not found for the clients dependant property within the specified timeline, the £500 reservation fee remains non-refundable.

**By signing this I/we can confirm having read and agreeing to the above Terms & Conditions of Briar Homes' Assisted Move Package.**

Signature (Buyer 1)\_\_\_\_\_

Signature (Buyer 2)\_\_\_\_\_

Date\_\_\_\_\_

Briar Homes Representative\_\_\_\_\_

Date\_\_\_\_\_