

Terms and Conditions for the Brighton Festival 30% campaign

- 1) The Brighton Festival 30% campaign ("the Promotion") is offered by Hamptons Estates Limited t/a Hamptons International ("Hamptons") whose Brighton & Hove office address is 82 Church Road, Hove, East Sussex, BN3 2EB.
- 2) The Promotion will be available for a limited time only from 09:00 hrs on 14th March 2016 and shall automatically terminate no later than at 23:59 hrs on 30th September 2016.
- 3) The Promotion is open to eligible customers only. An eligible customer is one who is aged 18 years or over but excluding employees of Hamptons, any members of the immediate family of a Hamptons employee, and any other persons who are connected in any way to this Promotion ("Customer"). Proof of age and identity may be required.
- 4) The Customer can participate in the Promotion by contacting us between 14th March 2016 and 30th September 2016 by phone, online or in branch to request a free lettings market appraisal for a residential property located within the catchment area of the Brighton & Hove branch of Hamptons ("the Property"), and at the same time providing their name, address and telephone number ("Contact Details"). The catchment area for the Brighton & Hove branch is residential properties with postcodes commencing BN1, BN2, BN3. Please contact us at brightonandhovelettings@hamptons-int.com for clarification as to whether your property falls within the catchment area.
- 5) By participating in the Promotion you give consent for your Contact Details to be used for the purposes of the Promotion and to facilitate us making contact with you.
- 6) The Discount (as defined in clause 7 below) is subject to the following conditions:
 - (a) the Customer entering into a lettings sole agency agreement with Hamptons ("Agreement") for the Property to be let on the open market with the Brighton & Hove branch of Hamptons by 30th September 2016;
 - (b) the Customer agreeing to have a "To Let" and "Let Agreed" advertising board erected at the Property, as applicable;

and the Customer acknowledges that if the Property is subsequently marketed with another agent as well as Hamptons, the Customer will forfeit the Discount and our fee will revert back to Hamptons' standard management commission fee rate of 17% + VAT, or Hamptons' standard rent collection commission fee rate of 11% + VAT, as applicable ("the Hamptons Standard Rate").

- 7) Subject to the conditions in clause 6 above, for all Customers participating in the Promotion:
 - (a) the initial management fee for the first year; or, as applicable,
 - (b) the initial rent collection fee for the first year;payable by them to Hamptons (as set out on page 4 of the 'Confirmation of Instruction' form, which forms part of the Agreement), for the management or rental (as applicable) of the Property, will be discounted by 30% from the Hamptons Standard Rate, and Hamptons will provide professional photographs and floor plans of the Property at no additional cost ("the Discount"). All aspects of the management or rental (as applicable) of the Property will be governed by and are subject to the terms of the Agreement.

- 8) For any clarification about the Promotion, please contact us at brightonandhovelettings@hamptons-int.com.
- 9) The Discount is not transferable and not exchangeable for cash (whether in part or whole) or any other offer. The cash value of the Discount is 0.00001p.
- 10) Customers can participate in the Promotion only once, and only in respect of a single Property.
- 11) The Discount will be applied when the payment of the fees (as applicable) becomes due by the Customer in accordance with the terms of the Agreement.
- 12) The Discount is not applicable to any other fees due under the Agreement, including but not limited to renewal fees, administration fees, inventory fees, cleaning fees, costs for gas safety and pat tests, the cost of the Energy Performance Certificate (EPC), the cost of enhanced marketing, bespoke brochure fees, photography fees and fees for any other services offered by other Countrywide Group companies, which will all remain payable in full and in accordance with the Agreement or their respective signed terms/agreements.
- 13) In the event of unforeseen circumstances, Hamptons reserves the right to amend or withdraw the Promotion at any time without notice. For the avoidance of doubt this includes the right to amend these Terms and Conditions.
- 14) In the event of any conflict in terms between any promotional material, any correspondence or any other document relating to the Promotion and these Terms and Conditions, these Terms and Conditions shall prevail as the binding terms of the Promotion.
- 15) By participating in this Promotion the Customer accepts and agrees to be bound by these Terms and Conditions.
- 16) The only personal data Hamptons will process about you for the purposes of the Promotion are your Contact Details. Hamptons will process your Contact Details fairly and lawfully and in accordance with the principles of the Data Protection Act 1998. Save where required by law or court order to share your Contact Details with a third party, the police or other law enforcement authorities, Hamptons will only use your Contact Details for the purposes of the Promotion and will not share your Contact Details with third parties.
- 17) Hamptons reserves the right to refuse any instruction and its decision on the Promotion and the eligibility of any Customer shall be final and binding and no correspondence will be entered into.
- 18) The Discount cannot be used in conjunction with any other offer.
- 19) These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.