

Terms and Conditions for the Barnes Sales Campaign

- 1) The Barnes Sales Campaign (“the Promotion”) is offered by Countrywide Estate Agents trading as Hamptons International (“Hamptons”) whose Barnes Sales office address is 67 Barnes High Street, Barnes SW13 9LD.
- 2) The Promotion will be available for a limited time only from 09:00 hrs (BST) on 1st June 2016 and shall automatically terminate no later than at 23:59 hrs (BST) on 31st July 2016.
- 3) The Promotion is open to eligible customers only. An eligible customer is one who is a UK resident aged 18 years or over, and who has not previously instructed the Hamptons Barnes Sales branch to market their property for sale, 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 Hamptons’ Barnes Sales branch between the dates and times in paragraph 2 above, either by telephone, online or in branch, requesting a free sales market appraisal for a residential property located within the catchment area of the Barnes Sales branch of Hamptons (“the Property”), which is to take place also between the dates and times in paragraph 2 above, and at the same time providing their name, address and telephone number (“Contact Details”). The catchment area for the Barnes Sales branch is detailed in Appendix 1 to these Terms and Conditions. Please contact barnes@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 Offer (as defined in clause 7 below) is subject to the following conditions:
 - (a) the Customer entering into a sales sole agency agreement with Hamptons (“Agreement”) for the Property to be listed on the open market for sale with the Barnes branch of Hamptons by 18:00 hrs (GMT) on 31st October 2016; and
 - (b) the Customer subsequently exchanging contracts for the Property with the purchaser by 23:59 hrs (GMT) on 31st December 2016; and
 - (c) the Customer agreeing to have a For Sale and Sold advertising board being erected at the Property, as applicable; and
 - (d) the Customer paying a minimum fee sales commission fee of £5,000 + VAT for the marketing and/or sale of the Property;

and the Customer acknowledges that if the Property is subsequently marketed with another agent as well as Hamptons, the Customer will forfeit the Offer and Hamptons’ fee will revert back to Hamptons’ standard multiple agency fee at a rate of 3% + VAT. In the event that the Property is not subsequently marketed with another agent, but one or more of the conditions at 6(a) and/or 6(b) and/or 6(c) above are not complied with, then the Customer also acknowledges that they will forfeit the Offer and Hamptons’ fee will revert back to Hamptons’ average commission fee rate of 1.5% + VAT (“Hamptons Standard Rate”).

- 7) Subject to the conditions in clause 6 above, all Customers participating in the Promotion will be entitled to have the sales commission fees payable by them to Hamptons (as set out in section D of the ‘Terms of Business’ form, which forms part of the Agreement), for the sale of the Property, reduced to and payable at a rate of 0.5% + VAT, instead of the



Hamptons Standard Rate ("the Offer"). All aspects of the marketing and/or the sale 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 Hamptons' Barnes Sales branch at: barnes@hamptons-int.com .
- 9) The Offer is not transferable and not exchangeable for cash (whether in part or whole) or any other offer. The cash value of the Offer is 0.00001p.
- 10) Customers can participate in the Promotion only once, and only in respect of a single Property.
- 11) The Offer will be applied when the payment of the commission fees become due by the Customer in accordance with the terms of the Agreement.
- 12) The Offer is not applicable to any other fees, including but not limited to 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 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 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 Offer cannot be used in conjunction with any other offer or discount.
- 19) These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

Appendix 1

The catchment area for the Hamptons Barnes Sales branch includes residential properties with the postcode commencing: SW13 0, SW13 8 and SW13 9