

BRIGHTON & HOVE LETTINGS 10% FULL MANAGEMENT SERVICE CAMPAIGN

- 1) The Lettings 10% Full Management Service campaign ("the Promotion") is offered by Countrywide Residential Lettings Limited t/a Hamptons, registered number 02995024, an agent and subsidiary of Countrywide Estate Agents, registered number 00789476, registered address Greenwood House, 1st Floor, 91-99 New London Road, Chelmsford, Essex, CM2 0PP ("Hamptons").
- 2) The Promotion will be available for a limited time only from 09:00 hrs on 1st February 2021 ("Start Time") and shall automatically terminate no later than at 23:59 hrs on 28th February 2021 ("Closing Time").
- 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 the Start Time and Closing Time 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 branch is available upon request from the branch.
- 5) The Promotion is subject to the following conditions:
 - (a) the Customer and Hamptons entering into a sole agency agreement (between the Start Time and Closing Time) on a Full Management basis for the Property to be let on the open market with Hamptons ("Agreement"); and
 - (b) the Customer agreeing to have a "To Let" and "Let Agreed" advertising board erected at the Property; and
- 6) **The Full Management Service is subject to a minimum fee per tenancy, per year.** Please refer to the Agreement for further details. For the avoidance of doubt, the Discount does not apply to the minimum fee, which remains payable in accordance with the Agreement.
- 7) The Customer acknowledges that if the Property is subsequently marketed with another agent as well as Hamptons, the Customer will forfeit the Discount (as defined below) and Hamptons' fee will immediately revert back to Hamptons' standard management commission fee rate of 17% + VAT (20.4% including VAT) ("the Hamptons Standard Full Management Rate").
- 8) Subject to clause 4 and 5, for all Customers participating in the Promotion:
 - (a) the Full Management fee payable to Hamptons for the duration of the first tenancy entered into in relation to the Property, **up to a maximum discount period of 12 months** ("Discount Period") will be discounted to 10% + VAT (12% including VAT) from the Hamptons Standard Full Management Rate.

All aspects of the let and management of the Property will be governed by and are subject to the terms of the Agreement, including any minimum term agreed.

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THE HOME EXPERTS

- 9) After the expiry of the Discount Period (or if the first tenancy entered into in relation to the Property terminates or expires before the expiry of the Discount Period) the Full Management fee payable by the Customer will automatically revert to the Hamptons Standard Full Management Rate (or such other rate as agreed by Hamptons and the Customer), which shall be payable for the length of time Hamptons is instructed to perform the services under the Agreement, including where the tenancy is renewed or extended.
- 10) For any clarification about the Promotion, please contact the relevant participating Hamptons branch at brightonandhovelettings@hamptons.co.uk.
- 11) 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.
- 12) Customers can participate in the Promotion only once, and only in respect of a single Property.
- 13) The Discount will be applied when the payment of the commission becomes due by the Customer in accordance with the terms of the Agreement.
- 14) Hamptons will only process your personal information as set out in Hamptons' privacy policy: <https://www.countrywide.co.uk/notices/PrivacyNotice.pdf>
- 15) The Discount is not applicable to any other fees due to Hamptons (including 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 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.
- 16) If you have instructed another letting agent please consider those terms before entering into an Agreement with Hamptons, as you may be liable for more than one commission fee.
- 17) 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.
- 18) 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.
- 19) By participating in this Promotion the Customer accepts and agrees to be bound by these Terms and Conditions.
- 20) 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.
- 21) The Discount cannot be used in conjunction with any other offer.
- 22) These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.