

Terms and Conditions for the Earlsfield Sales & Lettings Promotion for Magdalen Nursery

- 1) The Magdalen Nursery Sales & Lettings Promotion (“the Promotion”) is offered by Countrywide Estate Agents trading as Hamptons International (“the Promoter”), registered number 789476 and registered office at Greenwood House, 1st Floor, 91-99 New London Road, Chelmsford, Essex, CM2 0PP
- 2) The Promotion will be available for a limited time only from 09:00 hrs (BST) on 1st August 2018 (“the Start Time”) and will automatically terminate at 18:00 hrs (BST) on 31st December 2019 (the “Closing Time”).
- 3) The Promotion is open to eligible customers only. Eligible customers are those who:
 - a. have a child or children at Magdalen Nursery/are friends or family of a parent with a child or children at Magdalen Nursery; and
 - b. own a property within the Catchment Area (as defined in paragraph 5); and
 - c. are aged 18 years or older (“Customer”).

Employees of the Promoter, their families, associates and any other persons who are in any way connected to the Promotion are excluded. Proof of age and identity may be required.

- 4) The Customer can participate in the Promotion by:
 - a. submitting a flyer relating to the Promotion received from parties associated with Magdalen Nursery either by post or in person to the Promoter’s Earlsfield branch at 350-352 Garratt Lane, London, SW18 4ES, between the Start Time and Closing Time; and
 - b. requesting a free market appraisal for a residential property located within the catchment area of the Earlsfield and Southfields branch of the Promoter (“the Property”); and
 - c. providing their name, address and telephone number (“Contact Details”).
- 5) The catchment area includes residential properties with postcodes commencing SW17 1, SW18 1, SW18 3, SW18 4, SW18 5, SW19 0, SW19 8 (“the Catchment Area”). Please contact Earlsfieldsales@hamptons-int.com for clarification as to whether your property falls within the catchment area.
- 6) The Donation (as described in paragraph 7 below)7) is subject to the following conditions:
 - a. the Customer entering into a sales or lettings sole agency agreement with the Promoter (the “Agreement”); and
 - b. the Property being listed on the open market for sale or let with the Promoter; and
 - c. the Customer subsequently exchanging contracts for the Property with a purchaser or tenant; and
 - d. the Customer agreeing to have a For Sale/To Let and Sold/Let advertising board erected at the Property, as applicable,

all between the Start Time and Closing Time. The Customer acknowledges that, if the Property is subsequently marketed with another estate agent as well as the Promoter, the Promoter will be under no obligation to make the Donation.

7) Subject to satisfaction of the conditions in paragraph 6 above, the Promoter will donate on the following basis to Reigate Priory School:

- a) for a residential property sold by the Promoter, the Promoter will donate 10% of the sales fee (as set out in the Agreement);
- b) for a residential property let by the Promoter, the Promoter will donate the sum of £250.

The Donation will be made to Magdalen Nursery within 30 days of receipt of the full commission fees set out in section D of the form contained within the Agreement, as payable by the Customer in respect of the sale or let of the Property.

8) Customers can participate in the Promotion only once, and only in respect of a single Property.

9) The Promoter does not accept any responsibility for lost flyers. Defaced, damaged, photocopied or illegible flyers will not be accepted. Copies printed from the agreed pdf are to be accepted.

10) For any clarification about the Promotion, please contact the Promoter at Earlsfieldsales@hamptons-int.com or Earlsfieldlettings@hamptons-int.com.

11) The Donation is not transferable and not exchangeable for cash (whether in part or whole) or for any other promotion or offer. The cash value of the opportunity to nominate the recipient of the Donation is 0.00001p.

12) 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.

13) By participating in this Promotion the Customer accepts and agrees to be bound by these Terms and Conditions.

14) Personal data supplied during the course of this Promotion will only be processed as set out in the Promoter's privacy policy: <https://www.countrywide.co.uk/notices/PrivacyNotice.pdf>

15) The Promoter 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.

16) The Promotion cannot be used in conjunction with any other offer.

17) These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.