

Terms and Conditions for the Wheathampstead Sales Local Schools Promotion

- 1) The Wheathampstead Sales Local Schools Promotion ("the Promotion") is offered by Countrywide Estate Agents t/a John Curtis ("John Curtis") whose Wheathampstead Sales office address is at 35 High Street, Wheathampstead, Hertfordshire AL4 8BB.
- 2) The Promotion will be available for a limited time only from 09:00 hrs (BST) on 11th April 2016 and will automatically terminate at 18:00 hrs (BST) on 31 December 2016. Applications received outside of these dates and times will not be valid.
- 3) The Promotion is open to eligible customers only. An eligible customer is one who is a UK resident and who is aged 18 years or over but excluding employees of John Curtis and their families 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:
 - a. submitting a John Curtis flyer relating to the Promotion received from any of the schools listed at the Appendix to these Terms and Conditions ("the Participating Schools"), either by post or in person, to the Wheathampstead Sales branch at the address in paragraph 1 above, between 11th April 2016 and 1st December 2016; and
 - b. requesting a free market appraisal for a residential property located within the catchment area of the Wheathampstead Sales branch of John Curtis ("the Property"); and
 - c. providing their name, address and telephone number ("Contact Details").

The catchment area includes residential properties with postcodes commencing AL4 8 and SG4 8 only. Please contact wheathampstead@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 Donation (as described in paragraph 7 below) is subject to the following conditions:
 - a. the Customer entering into a sales sole agency agreement with John Curtis at the standard commission rate of 1% plus vat ("Agreement") for the Property to be listed on the open market for sale with the Wheathampstead Sales branch of John Curtis by 1st December 2016;
 - b. the Customer subsequently exchanging contracts for the Property with a purchaser by 23:59 hrs on 31st December 2016;
 - c. the Customer agreeing to have a For Sale and Sold advertising board erected at the Property, as applicable;

and the Customer acknowledges that, if the Property is subsequently marketed with another estate agent as well as John Curtis, John Curtis will be under no obligation to

make the Donation, and John Curtis' standard multiple agency fee, at a rate of 2%, will apply. All aspects of the sale of the Property will be governed by and subject to the terms of the Agreement.

- 7) Subject to satisfaction of the conditions in paragraph 6 above, John Curtis will donate on the following basis to the Customer's choice of school selected from the list of Participating Schools set out at the Appendix to these Terms and Conditions ("the Donation"):
 - a. for a residential property sold by John Curtis for $\leq \text{£}350,000$, John Curtis will donate the sum of $\text{£}100$;
 - b. for a residential property sold by John Curtis for $\geq \text{£}350,000.01 \leq \text{£}500,000$ John Curtis will donate the sum of $\text{£}200$;
 - c. for a residential property sold by John Curtis for $\geq \text{£}500,000.01 \leq \text{£}750,000$ John Curtis will donate the sum of $\text{£}300$;
 - d. for a residential property sold by John Curtis for $\geq \text{£}750,000.01 \leq \text{£}1,000,000$ John Curtis will donate the sum of $\text{£}400$;
 - e. for a residential property sold by John Curtis for $\geq \text{£}1,000,000.01 \leq \text{£}1,500,000$ John Curtis will donate the sum of $\text{£}500$; and
 - f. for a residential property sold by John Curtis for $\geq \text{£}1,500,000.01$ John Curtis will donate the sum of $\text{£}750$.
- 8) The Donation will be made to the chosen school within 30 days of John Curtis' 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 of the Property.
- 9) Customers can participate in the Promotion only once, and only in respect of a single Property.
- 10) John Curtis does not accept any responsibility for lost flyers. Defaced, damaged, photocopied or illegible flyers will not be accepted.
- 11) For any clarification about the Promotion, please contact John Curtis at: wheathampstead@hamptons-int.com.
- 12) The opportunity to nominate the school receiving 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.
- 13) The Promotion is not applicable in respect of any fees due under the Agreement, including but not limited to the commission fees, cost of the Energy Performance Certificate (EPC), the cost of enhanced marketing, bespoke brochure fees, photography fees, conveyancing 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.

- 14) In the event of unforeseen circumstances, or in order to amend the list of Participating Schools set out at the Appendix to these Terms and Conditions, John Curtis 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.
- 15) 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.
- 16) By participating in this Promotion the Customer accepts and agrees to be bound by these Terms and Conditions.
- 17) The only personal data John Curtis will process about you for the purposes of the Promotion are your Contact Details. John Curtis 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, John Curtis will only use your Contact Details for the purposes of the Promotion and will not share your Contact Details with third parties.
- 18) John Curtis 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.
- 19) The Promotion cannot be used in conjunction with any other offer.
- 20) These Terms and Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

Appendix – Participating Schools

St Helen's Church of England School, Wheathampstead