

## Terms and Conditions for the Blackheath Sales & Lettings Promotion for John Ball School

- 1) The Blackheath Sales & Lettings Promotion (“the Promotion”) is offered by Countrywide Estate Agents trading as Hamptons International (“the Promoter”), registered number 789476 and registered office at Countrywide House, 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 1<sup>st</sup> May 2019 and will automatically terminate at 18:00 hrs (BST) on 1 May 2020 (the “Closing Time”).
- 3) The Promotion is open to eligible customers only. Eligible customers are those who:
  - a. have a child or children at John Ball School/are friends or family of a parent with a child or children at John Ball School; 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 John Ball School either by post or in person to the Promoter’s branch at 46 Tranquil Vale, Blackheath. SE3 0BD , between 1<sup>st</sup> May 2019 and 1<sup>st</sup> May 2020; and
  - b. requesting a free market appraisal for a residential property located within the catchment area of the Blackheath 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 determined by the branch (“the Catchment Area”). Please contact [blackheath@hamptons-int.com](mailto:blackheath@hamptons-int.com) for clarification as to whether your property falls within the catchment area.
- 6) 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.
- 7) The Donation (as described in paragraph 8 below) 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.

8) Subject to satisfaction of the conditions in paragraph 6 above, the Promoter will donate on the following basis to John Ball School:

- a) for a residential property sold by the Promoter, the Promoter will donate the sum of £500;
- b) for a residential property let by the Promoter, the Promoter will donate the sum of £250.

The Donation will be made to John Ball School 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.

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

10) 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.

11) For any clarification about the Promotion, please contact the Promoter at [blackheath@hamptons-int.com](mailto:blackheath@hamptons-int.com)

12) 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 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 the Promoter will process about you for the purposes of the Promotion are your Contact Details. The Promoter 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, the Promoter will only use your Contact Details for the purposes of the Promotion and will not share your Contact Details with third parties.

17) 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.

18) The Promotion 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.