

Terms and Conditions

1. Henderson Real Estate Holdings Pty Ltd ABN 29 341 210 727 and Simon Francis & Tania Pears (individuals) (The Promoter).
2. Simon Francis & Tania Pears Referral Promotion (The Promotion)
3. Registered recipient of the proceeds of The Promotion (The Referrer)
4. **\$500 for the referral of a seller where the property settles for a final sale price up to \$500,000, or;**

\$1,000 for the referral of a seller where the property settles for a final sale price over \$500,000. (Referral Fee)

5. The Promotion is defined as the entitlement of The Referrer to receive a Referral Fee from The Promoter for referring a vendor to Sales Agents Simon Francis & Tania Pears, resulting in the settlement of that property.
6. Should the property price be adjusted for any reason prior to settlement, only the final sale price at settlement will be considered when determining the value of the Referral Fee.
7. Entry to The Promotion is open to residents of Australia except employees of The Promoter, their immediate family, the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediately family. Immediate family means parents, siblings, spouse, children and grandparents.
8. To be eligible for The Promotion the entrant must register their details through to Simon Francis & Tania Pears by email or mail to simon@prohenderson.com.au or tania@prohenderson.com.au. Registration details must include, full name, phone number, suburb and email address.
9. Registration is free.
10. There may only be one registered Referrer for each property. Should there be more than one Referrer involved in the transaction, the Promoter will only accept one Tax Invoice and the Referrers must allocate and divide amongst themselves their portion.
11. To be eligible, the Referrer must be able to supply a Tax Invoice, including an Australian Business Number (ABN) and full details of the business, including whether or not the business is registered for GST and bank details for the transfer.
12. The ABN on the Tax Invoice provided must be registered in the name of The Referrer.
13. The Referrer must supply the Tax Invoice within 7 days from the settlement date of the property.
14. The Managing Director of Henderson Real Estate Holdings Pty Ltd decision regarding the eligibility of The Promotion is final and no correspondence will be entered into.
15. The fee cannot be transferred or exchanged to another person.
16. Only 1 payment will be awarded for each referral (i.e. for each property sold that was referred to Simon Francis & Tania Pears, employee of The Promoter)
17. The Referral Fee may be awarded to the same Referrer, if more than one property is referred and settled in accordance with these Terms and Conditions, but a separate Tax Invoice for each property must be issued.
18. The Promotion only applies while Simon Francis & Tania Pears remains an employee of The Promoter.
19. The Promoter, its agencies, affiliates, sponsors and representatives are not responsible for misuse of any the Referral Fee, and shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or of any personal injury suffered or sustained as a result of the Referral Fee except for any liability which cannot be excluded by law.
20. By entering The Promotion, unless otherwise stated, each registered Referrer agrees that The Promoter may use this information in any media for future promotion, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.
21. The Promoter reserves the right to request the Referrer to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the discretion of the Promoter. If the Referrer is under the age of 18 years the Referral Fee will be awarded to their parent or legal guardian.
22. Referrers are advised that tax implications may arise from their Referral Fee and they should seek independent financial advice prior to the acceptance of the Referral Fee.
23. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of The Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, The Promoter reserves the right in its sole discretion to rerun the trade promotion and/or disqualify any individual/s who tamper/s with the Referral process.
24. Any Referrer found to be entering incorrect contact details, including incorrect email contact details, will have all registration invalidated and any claim to any Referral Fee will be invalidated. If such a Referrer is awarded a Referral Fee and then found to have breached this clause, the Referrer must immediately return any Referral Fee back to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by a Referrer. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the Referrer has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
25. The personal information of the Referrer will be stored in a database maintained by The Promoter. The Promoter may use this personal information to contact the Referrer in respect to future research projects. A request to access, update, remove or correct the personal information of the Referrer should be directed to The Promoter.
26. A failure by The Promoter to enforce any of these terms & conditions in any instance(s) will not give rise to any claim by any person.
27. The Promoter reserves the right to change these general terms & conditions at any time without prior notice.
28. The Promoters decision is final.