

Referral Partner Scheme

Terms and Conditions

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Overview

- You make a referral to us (you MUST submit via the form, as it contains the Terms & Conditions) - www.homesureproperty.co.uk/refer-a-friend.
- We will do our best to sign up the client as a Fully Managed client or as a Sales client.
- We pay you £100 on the anniversary of the start of the tenancy, or a percentage of our fee on payment and completion of the property.

Key exclusions

- This referral scheme only applies to landlords who sign up for the Fully Managed Service. We do not pay a referral fee for our 'Let Only' service.
- The £100 is based on achieving a minimum of £50.00 + VAT (£60.00) per month management fee, which is our minimum managed fee.

- If we do not receive a minimum of the equivalent of 12 months standard management fees in the relevant year, the referral fee will be reduced by the equivalent amount. We can only share what we have received.
- As you already know, we offer a sliding scale on our fees. If your friend is entitled to a discount on our management fees due to the sliding scale, then the referral fee will be reduced by the relevant percentage.
- The referral fee is capped at £100 per managed property, regardless of the value of the management fee.
- The referral must be made BEFORE the new client signs up with us; cannot be made after; and mustn't already have contacted us as a potential client at any point before.
- Referrals will expire after 3 months.

Examples

1. You refer a friend with **ONE £500pcm** rental property, and they sign up for our Fully Managed Service. We rent it out on 1st July on a **12-month tenancy**. On 1st July the following year, you will receive £100 as long as the tenant has paid all of the rent and the landlord is up-to-date with their account.
2. You refer a friend with **ONE £500pcm** rental property, and they sign up for our Fully Managed Service. We rent it out on 1st July on a **6-month tenancy** and the tenant moves out. The property is **empty for 1 month** (and, therefore, we're not receiving a management fee) until a new tenant moves in. On 1st July the following, you will receive £100 less 1/12 (i.e. 1 month's management fee), which is £91.66.
3. You refer a friend who has **TEN £500pcm rental properties**, and they sign up for our Fully Managed Service. Because they are entitled to our portfolio discount (30% off our full price), your referral fee will be reduced to £70 for EACH property, i.e. up to £700 per year.
4. If you refer a friend who chooses to sell a property for a fee of £2,000 + VAT, you will receive the agreed percentage of the £2,000.
5. You refer a friend with **ONE £500pcm** rental property, and they sign up for our Fully Managed Service. We rent it out on 1st July on a **6-month tenancy**. After the 6-month tenancy ends, the property is empty for two months before it is re-rented. On the 1st of July the following year, you will receive £83.33 (10 months of the 12 pro rata) as long as the tenant has paid all of the rent and the landlord is up-to-date with their account.

Preamble

These Referral Partner Terms and Conditions govern the respective rights and obligations of Homesure (UK) Ltd Limited ("the Company") and the partner taking part in the referral scheme ("You" or "Partner"). This Agreement applies to Your participation in the Company's Referral Scheme whereby You may refer potential customers to the Company. These terms are supplemental to the Company's General Terms and Conditions, Privacy Policy & Acceptable Use Policy and You will be bound to all of these (collectively referred to as the "Agreement"). If there is any conflict within the Agreement, these Terms and Conditions for Company's Referral Scheme will prevail. These additional terms may be amended by the Company at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication. You acknowledge that You have read and agree to be bound by the following terms and conditions:

1. Referral Process

1.1 A Referral for this Agreement means the direct recommendation of the Company and our Services to a Referred Customer by You, subject to the terms of this Agreement.

1.2 You are appointed and permitted by the Company to communicate with third parties and offer Referrals by direct introduction or recommendation to third parties through any medium on a one-to-one basis. A Recommendation made by mass mailings or similar forms of communication is not a Referral and will not be eligible for Commission unless you submit a referral for EACH referral.

1.3 A successful Referral of a Referred Customer ("Successful Referral") satisfies all of the following criteria:

- 1.3.1 You provide us with details of the Referred Customer as the Company requests for each Referral you make. To be eligible for any Commission, the Referred Customer details must be supplied before the Referred Customer ordering a Service or being contacted by the Company. You also acknowledge that it is Your responsibility to ensure that the Company receives this information – The Company will not be held liable for any errors affecting the receipt of the information, whether any errors or other contributing factors are within the Company's reasonable control or not;
- 1.3.2 The Referred Customer orders an eligible Service, either before or after the Referred Customer is contacted by the Company;
- 1.3.3 The Service must be ordered in the Referred Customer's name and this must match the details You supply to the Company. If the details do not match, You will not be eligible for Commission;
- 1.3.4 The Referred Customer must provide the Company with accurate and current billing and contact information, to the Company's request;
- 1.3.5 You use, at the Company's request, all reasonable endeavours to assist the Company in finalising any agreement with the Referred Customer; and
- 1.3.6 The Referred Customer uses the Services ordered for a minimum of 365 (three hundred and sixty-five) consecutive days and pays all fees due during this time.
- 1.4 If the Company does not enter into a contract for Services with the Referred Customer You refer within 3 months after Your Referral, the Referral will not be Successful and all information will expire. For the avoidance of all doubt, Commissions will not be paid if Services are not purchased by the Referred Customer within this time.
- 1.5 Company may, in its sole discretion, refuse any Referred Customer that You refer. Additionally, all orders for Services placed by Referred Customers are subject to credit checks, availability, and the Company's applicable terms and conditions.
- 1.6 You are solely responsible for any and all expenses arising from referring a third party to the Company.

2. Qualifying as a Referred Customer

- 2.1 A Referred Customer is a third party (whether an individual or a corporate entity) to whom You recommend the Company and/or the Services. This includes a parent company, subsidiaries and/or entities directly or indirectly controlled by the Referred Customers.
- 2.2 A third party will not qualify as a Referred Customer (thus making any Referral unsuccessful immediately) if that party:
- 2.2.1 is already a Company customer;
 - 2.2.2 was a previous Company customer in breach of their agreement or Company's terms and conditions;
 - 2.2.3 another partner has already referred the Referred Customer within six (6) months of Your Referral; or
 - 2.2.4 has already been contacted by a member of the Company within the 3 months before Your Referral.
- 2.3 If multiple Partners submit Referrals for the same Referred Customer, the Partner that first submits their Referral to the Company (in accordance with Clause 1.3 above) will be the only Partner eligible to receive Commission in relation to that particular Referred Customer. Determining the Partner eligible in such a situation will be left to the Company's sole discretion and the Company's position will be final – no correspondence will be entered into disputing the decision.

3. Commission Payments

- 3.1 The Company will pay the Referrer a Commission for each Successful Referral as described above on the terms set out in this Clause.
- 3.2 Commissions will be calculated on the basis of the rates (detailed in Clause 3.4 below).
- 3.3 The Services to which this Agreement relates and to which Commissions will be paid are a Fully Managed Package ONLY.
- 3.4 The rates of Commission payments will be up to a maximum of one hundred pounds sterling (£100.00) per annum (No VAT) per referred property. £100.00 is based upon the referred client signing up to the following rates:
- i. 1 - 4 properties = 10% (Plus VAT) of the monthly rent
 - ii. 5 - 9 properties = 8% (Plus VAT) of the monthly rent
 - iii. 10+ properties = 7.5% (Plus VAT) of the monthly rent
 - iv. All are subject to a minimum fee of £50 (Plus VAT) per calendar month. If a client signs up for a rate which is less than the minimum fee commission will be paid on a pro-rata basis.
 - v. The rates of commission due paid from the sale of a referred property will be outlined in the acknowledgement and declaration. This referral fee will be paid on the receipt of payment of our commission fee.
- 3.5 The Company shall pay You Commissions due under this Agreement every twelve (12) months, in arrears, on the anniversary of the management start date ("Due Date"). Commissions will be paid annually for the duration of time that the client uses the Company's services as detailed above.
- 3.6 Company WILL NOT supply financial statements relating to Successful Referrals to answer any queries, to resolve any dispute that may arise or for any other billing-related issues. If You wish to seek more information, this must be disclosed by the referred client only, for Data Protection reasons.
- 3.7 Commissions will not be paid in relation to Services used by You (or Your affiliates or subsidiaries) or one-off setup fees.
- 3.8 To be eligible for Commission to be paid, the account details supplied on a Successful Referral must, in accordance with Clause 1.3, be accurate and up-to-date. Additionally, the account must not be in breach of any of the Company's terms and conditions (for example, late payment or breach of AUP). Company reserves the right to withhold, delay or refuse to pay You Commission on this basis or in relation to accounts that are cancelled before the conditions for Successful Referrals are met or payment of Commission is due.
- The Company will use the same bank details to pay the Commission in perpetuity unless advised otherwise.

3.9 The Company may, from time to time and at its sole discretion, offer promotional prices on some or all of the listed Services. For clarity, Commissions relating to discounted Services will be calculated on the price paid for, not the standard listing price.

3.10 You will be responsible for any and all ancillary payments, duties, taxes or other similar or related charges (including, but not limited to, interest and penalties) imposed on You further to any Commission You are paid or otherwise relating to the Referral Partner Scheme.

4. Term and Termination

4.1 This Agreement commences on the date You confirm Your acceptance of the same and will remain in effect until terminated by either of the parties in accordance with the terms hereunder.

4.2 Company may terminate the Agreement at any time by providing 30 days prior written notice to You, without justification.

4.3 If either of the parties materially breaches the terms of this Agreement, that party shall have fourteen (14) days to remedy that breach following notice of that breach from the other party. Failure to remedy a breach after this process will entitle the non-breaching party to terminate the Agreement immediately on written notice.

4.4 If either party becomes bankrupt, insolvent, dissolved, or ceases trading, the Agreement will terminate immediately.

5. Confidential Information

5.1 Each party undertakes that it shall not disclose to any person the terms of this agreement or the contents of the discussions and negotiations which have led up to this agreement (Confidential Information), except as permitted by Clause 5.2.

5.2 Each party may disclose the other party's Confidential Information:

5.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with Clause 5; and

5.2.2 as may be required by law, court order or any governmental or regulatory authority.

5.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

5.4 The Company will not disclose the basis of the workings of the referral fee. For example, if the referral fee is reduced due to a lower amount being received from the referred client, this information will NOT be shared with You as this is the confidential financial information of the referred client.

6. Representations, Indemnities and Limitations

By You

6.1 You hereby represent and warrant to the Company that:

6.1.1 the information submitted to the Company by You is completely accurate and truthful;

6.1.2 You will not make any representations on behalf of the Company or supply or publish materials concerning the Services except those that have been approved or published by the Company;

6.1.3 any information You provide to Referred Customers or any other third party about the Company will be accurate;

6.1.4 You will not take any form of action nor make any statement that could reasonably be expected to reflect poorly on the Company generally or could have a negative impact on the reputation of the Company, its Services or otherwise; and

6.1.5 You obtain any and all approvals and permissions from Referred Customers that are necessary for You to submit each Referred Customer's information to the Company.

6.2 Company may supply you with information about the Services to allow You to liaise with third parties in obtaining Referrals.

The representations in Clause 6.1 shall apply to this information and Your use of the same.

6.3 Any warranty in a contract with a Referred Customer who has been referred by You under the terms of this Agreement will be for the sole benefit of the Referred Customer. Company makes no representations or warranties whatsoever to You regarding the Services and, to the extent permitted by law, Company disclaims any and all express or implied warranties or conditions not expressly stated herein. This includes, without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.4 You shall indemnify and hold harmless the Company, its affiliates and their respective present, former and future officers, directors, employees and agents (now and in the future) and their respective legal representatives, successors and assigns from and against any and all losses, damages, costs, liabilities and expenses which any of the aforementioned may incur or sustain resulting from or arising out of the following:

6.4.1 Your breach of any representation, warranty, or covenant contained in this Agreement; 6.4.2 Services provided by You to any Company customer; and

6.4.3 Any claims or actions of third parties alleging, without limitation, unfair trade practices or false advertising in connection with statements or claims made by You in relation to the Company or its Services. By Company

6.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH BY Company OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO Company IN THE TWELVE MONTHS IMMEDIATELY PRECEDING ANY ALLEGATION OF THE AFOREMENTIONED ACTIONS.

6.6 In no event shall the Company be liable for any loss of profits, loss of business, or any indirect, special, exemplary, punitive, incidental or consequential damages as the result of any such action or inaction without regard to the likelihood of any such damages.

7. Non-Solicitation

7.1 During the term of this Agreement and for 12 months thereafter, You agree not to, either directly or indirectly, approach, solicit or enter into an agreement with any Referred Customer who is deemed a Successful Referral to transfer the Services away from Company or any of its associated brands.

8. Intellectual Property

8.1 Company's trademarks, trading names, service marks, logos, other names and marks, and related product and service names, design marks and slogans (Intellectual Property) are the sole and exclusive property of the Company. Except as otherwise provided in this Agreement, the Referrer may not use any of the foregoing without the prior written consent of the Company.

8.2 The Company grants you a restricted licence to use the Intellectual Property for the sole purpose of facilitating Referrals and communicating with third parties. Nothing in this Agreement grants any form of right, title or ownership by You of the Company's Intellectual Property.

8.3 Any feedback, data, answers, questions, comments, suggestions, ideas or the like that the Referrer sends to the Company relating to any service provided by the Company will be treated as being non-confidential and non-proprietary. Company may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

9. Miscellaneous

Relationship

9.1 The parties are independent businesses and not partners, principals and agents, employers and employees, or in any other relationship of trust to each other.

9.2 Nothing in this Agreement shall require You to refer Prospects to Company or to engage in any activities on behalf of or for the benefit of Company. No exclusivity for either party is expressed or implied in this Agreement.

Force Majeure

9.3 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement. The inability to pay is not Force Majeure. A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it:

9.3.1 promptly notifies the other of the Force Majeure event and its expected duration, and

9.3.2 uses reasonable endeavours to minimise the effects of that event.

9.4 If, due to Force Majeure, a party:

9.4.1 is or is likely to be unable to perform a material obligation, or

9.4.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 60 days total in any twelve months of operation of this Agreement, the other party may, within 30 days, terminate this Agreement on notice.

Variation

9.5 The terms of this Agreement may be amended by the Company at any time and without notice to You.

Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.

Severability

9.6 The unenforceability of any term of this Agreement will not affect the enforceability of any other part.

Waiver

9.7 Failure by the Company to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

Conduct

9.8 Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and use all reasonable endeavours to ensure that it complies with any Customer Policies relating to the prevention of bribery and corruption (as updated from time to time), and each shall use all reasonable endeavours to ensure that:

9.8.1 all of that party's personnel

9.8.2 all others associated with that party, and

9.8.3 all of that party's subcontractors, involved in performing the Services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

9.9 Without limitation to the above sub-clause, neither party shall make or receive any improper payment (including a bribe, as defined in the Bribery Act 2010), or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

Headings

9.10 The headings used throughout this Agreement are for convenience only and do not form part of the Agreement Itself.

Rights of Third Parties

9.11 This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

Assignment

9.12 The Company shall be free to assign or subcontract any or all of its obligations under this Agreement and will provide You with notice of the same.

9.13 You may not, without the Company's prior written consent, assign or subcontract any right or obligation under this Agreement, in whole or in part

Notices

9.14 Any notice referred to in this Agreement sent by the Company shall be in writing (whether by email or letter) to the contact details held on Your account. It is Your responsibility to ensure these are accurate.

Survival

9.15 Any terms in this Agreement that, by their nature and meaning, are applicable to circumstances arising because of and following the expiry or termination of this Agreement shall remain in full force and effect. The expiry or termination of this Agreement shall not discharge the liability of either party arising out of a breach of this Agreement during the term of the same.

9.16 Provided that You remain in compliance with the surviving terms of these Terms and Conditions, the Company's obligations to pay Commission to You under this Agreement will continue.

Governing Law & Jurisdiction

9.17 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

9.18 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Entire Agreement

9.19 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it places no reliance on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly incorporated into this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

Acknowledgement and Declaration

I confirm that I accept the terms contained herein and that I am duly authorised to enter into this Agreement:

Signature of Referrer: _____

Name (print): _____

Date: _____

Sales Referral Percentage: _____

Signature of Homesure Representative: _____

Date: _____

Client/Property Details

Name of **client**: _____

Address of **property**: _____
