



The Escape



Referral programme terms and conditions

Date

01/06/2021

Referral programme terms and conditions

1. Definitions and Interpretation

1. In these Referral Scheme Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"the Company" means The Escape Design Company Limited a company registered in England and Wales under number 03523822 whose registered office is at The Old Farm House, Hatch Warren Farm Hatch Warren Lane, Basingstoke, Hampshire, RG22 4RA;

"Completed Transaction" means an agreement between the Company and a Prospective Client for the provision of goods and/or services;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with these Terms and Conditions (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Referrer" means a third party who refers a Prospective Client to the Company;

"Referral" means the Company being referred a Prospective Client by the method stated at Sub-clause 2; and

"Prospective Client" means any person who is not an existing client of the Company.

1. Unless the context otherwise requires, each reference in these Terms and Conditions to:

1. "writing", and any cognate expression, includes a reference to any communication effected by electronic mail or similar means;
2. "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
3. a clause or paragraph is a reference to a Clause of these Terms and Conditions.

2. In these Terms and Conditions:

1. any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
2. any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity; and
3. words importing the singular number include the plural and vice versa.

1. Referral of Prospective Clients

1. A Referrer may refer potential Prospective Clients to the Company by completing a referral form on the Company's website or by sending a referral email to the Company informing the Company of the Prospective Client's name and contact details.
2. The Referrer shall have no right or authority to: bind the Company in any way; make any representation or give any warranty about the Company; or to incur any liability or do any act or enter into any contract on behalf of the Company.
3. There is no limit on the number of Referrals that can be made.

2. Obligations of the Company

1. The Company will follow-up the Referrals made by the Referrer with a view to agreeing a Completed Transaction with the Prospective Client.
2. The Company shall maintain a proper record of Referrals and Completed Transactions for the purpose of accurate payment of fees under Clause 4.
3. The Company shall provide the Referrer with such promotional and sales brochures and literature as is necessary from time to time in order for the Referrer to make referrals.

3. Payment to Charity

1. The Company will pay to the Referrer's charity of its choice 1% of the fees paid to the Company for the first Completed Transaction in respect of each Prospective Client referred.

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2. The Payment will be made to the charity after the final payment has been received by the Company in relation to the first Completed Transaction from the Prospective Client.
4. Confidentiality
 1. Each Party undertakes that, except as provided by sub-Clause 5.2 or as authorised in writing by the other Party, it shall, at all times:
 1. keep confidential all Confidential Information;
 2. not disclose any Confidential Information to any other party;
 3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of these Terms and Conditions;
 4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 5.1.1 to 5.1.4 above.
 2. Either Party may:
 1. disclose any Confidential Information to:
 1. any sub-contractor or supplier of that Party;
 2. any governmental or other authority or regulatory body; or
 3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions or as required by law.

1. Data Protection
 1. In this Clause 6:
 1. "Data Protection Legislation" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time; and
 2. "personal data" means personal data as defined in the Data Protection Legislation.
 2. All personal data that either Company or the Referrer ("First Party") may use will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the other party being, as the case may be, either the Company or the Referrer ("Other Party") and the rights under the Data Protection Legislation of any third party.

9.3 For complete details of the First Party's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party's and any third party's rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party.

1. Anti-Bribery
 1. Both Parties shall act in good faith with respect to the provisions of these Terms and Conditions and shall conduct themselves in accordance with the spirit and anti-bribery provisions of the Bribery Act 2010. Each Party shall ensure proportionate compliance with this Clause 7, taking into account factors including, but not limited to, the size and nature of its business; the markets and territories in which it operates; and the nature of any other parties with which it transacts including, but not limited to, contractors, agents, suppliers, service providers and clients.
 2. In particular, neither Party shall offer, request, agree to receive or accept anything that may, under the relevant provisions of the Bribery Act 2010, constitute a bribe including, but not limited to, financial incentives and disproportionately lavish hospitality (or promises thereof) designed to induce, reward or constitute improper performance by the Party concerned of its obligations.
 3. Each Party shall ensure that adequate procedures are in place to prevent any associated persons (as defined by Section 8 of the Bribery Act 2010) from bribing another person with the intention of obtaining or retaining business or obtaining or retaining an advantage in the conduct of business, for that Party insofar as any actions of such associated persons relate to these Terms and Conditions.
2. General Provisions

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1. These Terms and Conditions is personal to the parties and neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
2. These Terms and Conditions contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
3. Each party agrees that, in entering into these Terms and Conditions, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
4. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
5. If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to its other provisions and the remainder of the affected provision.
6. All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
7. Nothing in these Terms and Conditions shall for any purpose constitute, or be taken to constitute a partnership between the parties shall imply that either party is an agent of the other party.
8. No Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, epidemics, pandemics, quarantine, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
9. These Terms and Conditions shall be governed and construed in accordance with the Laws of England and Wales.
10. In relation to any legal action or proceedings to enforce these Terms and Conditions or arising out of or in connection with these Terms and Conditions each of the parties irrevocably submits to the exclusive jurisdiction of the English and Welsh courts and waives any objection to proceedings in such courts