

THSP Referral Agreement

In this Agreement, "we/us/our" refers to THSP, the trading name of The Health and Safety People Ltd, a company registered in England under number 02730817, of Unit F, Bedford Business Centre, Mile Road, Bedford MK42 9TW; and "you/your" refers to the company that refers business to us under the terms of this agreement.

BACKGROUND:

- (1) We provide Health and Safety and Employment Law services.
- (2) You have identified Prospective Customers and wish to introduce them to us.
- (3) We have agreed to reward you for such introductions, subject to and in accordance with the terms set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
 - "Commencement Date" means the date the contract is formed with the Prospective Customer as set out in clause 3.2.1;
 - "Completed Transaction" means an agreement between us and a Prospective Customer for the provision of the Services which is entered into within 12 months of the Introduction being made;
 - "Confidential Information" means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
 - "Follow-up" means an attempt by us to contact a Prospective Customer using the details supplied by you pursuant to clause 3.2;
 - "Introduction" means us being introduced to a Prospective Customer by the method stated at clause 3.2;
 - "Prospective Customer" means any UK Business who is not an existing Customer of ours and who has not been a Customer of ours in the 3-year period prior to the Introduction and cannot include yourself or your franchisees; and
 - "Services" means the services provided by us which shall include THSP's Retained Annual Services or Site Visiting.
- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.1.1 "writing" and "written" includes emails and similar communications;
 - 1.1.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.3 "this Agreement" is a reference to this Agreement, as may be amended or supplemented at the relevant time;
 - 1.1.5 a clause is a reference to a clause of this Agreement; and
 - 1.1.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon its interpretation.
- 1.4 No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to this Agreement unless otherwise agreed by us in writing.
- 1.5 Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

2. The Contract

- 2.1 Your confirmation of acceptance of the Agreement, electronically or otherwise, will create a legally binding contract between you and us.
- 2.2 The Agreement will commence with effect from the Commencement Date and will continue until it is terminated in accordance with clause 10.
- 2.3 You may identify and Introduce Prospective Customers to us for Services, in accordance with the terms and conditions of this Agreement, on a non-exclusive basis.
- 2.4 We will give you a reward for each new Customer Introduced, as set out in clause 5 ("the Reward").
- 2.5 We will remain entitled, without restriction, to provide our Services to other customers that have not been Introduced by you.

3. Your Obligations

- 3.1 You will have no obligation to identify Prospective Customers to Introduce to us, and no minimum targets for doing so.
- 3.2 For any Prospective Customer you do Introduce, you will:
 - 3.2.1 provide us with sufficient contact details to enable us to contact the Prospective Customer on our online form available at thsp.co.uk/referral;
 - 3.2.3 ensure that the Prospective Customer consents to being contacted; and
 - 3.2.4 ensure that all steps are taken in order for us to be able to process the contact details and all other information in accordance with current data protection legislation, as detailed in clause 8.
- 3.3 We will maintain a proper record of Prospective Customers Introduced by you under this Agreement, together with the dates on which such Introductions were made.

4. Our Obligations

- 4.1 We will endeavour to Follow-up on all Introductions made by you, with a view to reaching a Completed Transaction with the Prospective Customer. However, we will have no obligation to do so and will use our sole discretion in deciding whether or not to contact a Prospective Customer Introduced by you.
- 4.2 We will maintain a proper record of Introductions, Follow-ups and Completed Transactions for the purpose of accurate allocation of Rewards under clause 5 and shall send to you a report of such on request. We shall notify you where a Prospective Customer has already been referred to us by another introducer. In the event of any dispute or discrepancy our decision is final.
- 4.3 We will provide you with such marketing and promotional information regarding our Services as may be necessary from time to time for you to identify Prospective Customers.

5. Reward

- 5.1 We shall Reward you for each Prospective Customer who makes a Completed Transaction.
- 5.2 The agreed Reward will be paid in the form of vouchers which cannot be exchanged for cash but may be used to purchase services from us. They must be presented at the time of enquiry of the services and can only be used once against your retained services in each calendar year. If you wish to use the voucher for training or site visiting, only courses run through THSP are eligible. Courses run by third party providers do not qualify.

5.3 The value of the Service Vouchers shall be determined by the level of sale made in accordance with the table below.

Service Taken by the Referred Business	Service Voucher Reward
Health and Safety Service / Employment Safe Light	£50.00
Business Safe / Employment Safe	£70.00
Safety, Health and Environmental	£80.00
Combined Service	£90.00
Sale over £5000	£100.00

5.4 We will send to you a voucher for each Completed Transaction, no later than 90 days after the date of the Completed Transaction provided the Prospective Customer has not cancelled our Services within 1 month of such.

6. Relationship of the Parties

6.1 Nothing in this Agreement will for any purpose constitute, or be taken to constitute:

6.1.1 a partnership between the parties; or

6.1.2 either party as an agent of the other party.

6.2 We will have no right or authority to bind you in any way or to make any representation, give any warranty or assume any obligation of any kind, whether express or implied, on your behalf, or incur any liability, do any act or enter into any contract on your behalf.

7. Confidentiality

7.1 Both parties agree to keep all Confidential Information in relation to the business of the other confidential during and indefinitely after the term of the Agreement. This clause 7 will not apply to:

7.1.1 any information which has been published or is in the public domain other than through a breach of this Agreement;

7.1.2 information in the possession of the recipient party before the disclosure under this Agreement took place;

7.1.3 information obtained from a third party who is free to disclose it;

7.1.4 information which a party is required by law to disclose.

8. Data Protection

Both parties agree to comply with the provisions of the General Data Protection Regulation 2016 and the Data Protection Act 2018, together with any other relevant data protection legislation from time to time in force.

9. Non Circumvention

Both parties irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement including, but not limited to, those provisions regarding the calculation and payment of the Reward, and affirm that in every case, they will act with the highest standards of ethics in their dealings with each other.

10. Termination

10.1 Either party may terminate this Agreement for any reason on giving not less than 7 days' notice in writing to the other party.

10.2 Either party has the right to terminate this Agreement immediately if the other:

10.2.1 has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

10.2.2 becomes insolvent or is the subject of a bankruptcy order.

10.3 The termination of this Agreement will be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

11. Nature of Agreement

11.1 This Agreement 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.

11.2 Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.3 No failure or delay by either party in exercising any of its rights under this Agreement will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision.

12. Notices and Service

Notices will be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

13. Law and Jurisdiction

This Agreement will in all respects be subject to and construed in accordance with the laws of England and Wales. Any dispute between the Parties will be referred to the exclusive jurisdiction of the courts of England and Wales.