

## **1. Definitions**

- 1.1. “Programme” means the HostingIT4U Referral Programme.
  - 1.2. “Referrer” means any individual or organisation submitting a referral.
  - 1.3. “Referred Client” means the business introduced via the Programme.
  - 1.4. “Qualified Contract” means a binding agreement between HostingIT4U and the Referred Client meeting the criteria set out in these Terms.
- 

## **2. Acceptance of Terms**

- 2.1 By submitting a referral, the Referrer confirms that they have read, understood, and agree to be bound by these Terms & Conditions.
  - 2.2 No participation in the Programme shall be valid unless these Terms are accepted.
- 

## **3. Referral Eligibility and Registration**

- 3.1 All referrals must be submitted via HostingIT4U’s designated referral process. Submission confirmation (including automated confirmation) shall constitute acknowledgement.
  - 3.2 A referral must be submitted prior to or during early-stage engagement and must represent a genuine introduction that provides HostingIT4U with a meaningful opportunity to engage the Referred Client.
  - 3.3 HostingIT4U shall determine, at its sole and absolute discretion, whether:
    - a) a referral constitutes a valid introduction;
    - b) the Referred Client is already known, recorded, or engaged;
    - c) the referral has materially contributed to securing the opportunity; and
    - d) the referral qualifies under the Programme.
  - 3.4 Referrals that do not, in HostingIT4U’s opinion, provide a genuine or material introduction may be rejected.
  - 3.5 HostingIT4U’s decision under this clause shall be final and not subject to challenge.
- 

## **4. Minimum Contract Requirement**

- 4.1 A referral shall only qualify for consideration where the Referred Client enters into a Qualified Contract with a minimum net value of £1,000 over the initial 12-month term.
  - 4.2 Contracts below this threshold shall not qualify for any reward under any circumstances.
-

## 5. Reward Determination

- 5.1 Any referral reward is discretionary and shall be determined solely by HostingIT4U.
  - 5.2 No Referrer shall have any automatic or contractual right to payment under any circumstances.
  - 5.3 Referral rewards are calculated by reference to the net contract value attributed by HostingIT4U to the initial 12-month term and relate solely to the initial contract at the time of agreement, excluding any future variation.
  - 5.4 The calculation of any referral reward, including the determination of net contract value, shall be made solely by HostingIT4U. Such determination shall be final and binding.
  - 5.5 Net contract value excludes, without limitation, VAT, third-party costs, hardware, software licensing, pass-through charges, and any low-margin or non-recurring items as determined by HostingIT4U.
  - 5.6 Referral rewards are subject to a maximum cap of £1,000 per referral unless otherwise agreed in writing.
  - 5.7 Any indicative reward levels, promotional offers, or published figures are provided for guidance only and do not constitute a binding obligation.
  - 5.8 HostingIT4U reserves the right to amend, vary, or withdraw any reward structure at any time without notice.
- 

## 6. Payment Conditions

- 6.1 A referral reward shall only be considered where:
    - a) A Qualified Contract has been signed;
    - b) The Referred Client has made payment in accordance with agreed terms;
    - c) The contract remains active and in good standing.
  - 6.2 Rewards shall be payable:
    - a) In full after a minimum of 90 days of continuous active service; or
    - b) At a reduced rate (as determined by HostingIT4U) after a minimum of 30 days of active service.
  - 6.3 HostingIT4U reserves the right to withhold, delay, reduce, or cancel any payment where:
    - a) The Referred Client delays or defaults on payment;
    - b) The contract is varied, suspended, or terminated;
    - c) There is any dispute relating to the contract or referral;
    - d) HostingIT4U reasonably determines that the referral does not meet the requirements of this Programme.
-

## 7. Method of Reward

- 7.1 Rewards may be issued as:
- a) Monetary payment;
  - b) Account credit;
  - c) Donation to a registered charity.
- 7.2 Where the Referrer is connected to, employed by, or has influence over the Referred Client, HostingIT4U reserves the right to restrict rewards to account credit or charitable donation only.
- 7.3 HostingIT4U retains sole discretion over the method of reward where required for compliance or risk management purposes.
- 

## 8. Compliance, Ethics, and Anti-Bribery

- 8.1 The Referrer warrants that participation in the Programme does not breach any legal, contractual, or fiduciary obligation.
- 8.2 The Programme is intended to comply with the UK Bribery Act 2010 and all applicable laws and regulations.
- 8.3 HostingIT4U reserves the absolute right to refuse, withhold, cancel, or redirect any reward where it reasonably considers that payment may:
- a) Breach any law or regulation;
  - b) Create a conflict of interest;
  - c) Be interpreted as an inducement, facilitation payment, or bribe.
- 8.4 In such circumstances, HostingIT4U may, at its sole discretion, redirect any reward to a registered charity without liability to the Referrer.
- 

## 9. Referrer Conduct

- 9.1 The Referrer must:
- a) Provide accurate and complete information;
  - b) Have appropriate consent to share contact details;
  - c) Not make representations, warranties, or commitments on behalf of HostingIT4U.
- 9.2 Any breach of this clause may result in disqualification without notice.
-

## 10. Confidentiality and Commercial Sensitivity

- 10.1 Due to commercial confidentiality, HostingIT4U will not disclose the value, structure, or commercial terms of any client agreement.
- 10.2 The Referrer accepts that all reward calculations will be based on internal commercial data which will not be shared.
- 10.3 The Referrer agrees that lack of visibility of contract value shall not constitute grounds for dispute or challenge.
- 

## 11. Right to Refuse or Terminate

- 11.1 HostingIT4U reserves the right, at its sole discretion, to:
- a) Reject any referral;
  - b) Refuse or cancel any reward;
  - c) Suspend or terminate participation in the Programme;
  - d) Amend or withdraw the Programme at any time.
- 11.2 No compensation shall be payable in respect of any such decision.
- 

## 12. Limitation of Liability

- 12.1 HostingIT4U shall have no liability for any loss, whether direct, indirect, or consequential, arising from participation in the Programme.
- 12.2 Participation does not create any partnership, agency, or employment relationship.
- 

## 13. One-Time Referral Reward Limitation

- 13.1 Any referral reward under this Programme is strictly limited to the initial Qualified Contract only.
- 13.2 No further payments shall be due in respect of:
- a) Contract renewals;
  - b) Contract extensions;
  - c) Additional services, products, or upgrades;
  - d) Increased usage, user numbers, or contract value;
  - e) Any subsequent agreements between HostingIT4U and the Referred Client.
- 13.3 The Referrer acknowledges that the Programme does not create any ongoing entitlement, commission arrangement, or residual payment right of any kind.
- 13.4 For the avoidance of doubt, the Programme constitutes a one-time discretionary reward for a successful introduction only.
-

## 14. No Reliance

14.1 The Referrer confirms that they have not relied on any representation, estimate, or expectation of reward beyond these Terms & Conditions.

---

## 15. Governing Law

15.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

---