REFER A FRIEND SCHEME

The terms and conditions below set out the basis on which We will allow You to participate in the Refer a Friend Scheme (the "Terms"). You must read these Terms carefully; these Terms will be deemed accepted by all parties when the Refer a Friend Application Form has been completed and submitted.

1. DEFINITIONS

"Agreement"	means Our agreement for You to participate in the Refer a Friend Scheme following acceptance of Your Refer a Friend Scheme Application Form by Us. The Agreement will be subject to these Terms;
"KCOM Full Fibre Services"	means Full Fibre Packages as offered on Our Website.
"KCOM Full Fibre Network Area"	Means the area outlined in the KCOM Lightstream full fibre availability map posted on Our Website.
"New Customer"	means the individual which You are referring to us through the Refer a Friend Scheme to purchase Our services.
"Privacy Policy"	means Our privacy policy posted on Our Website (as amended from time to time);
"Referral Reward"	means the reward We will pay to You after a New Customer's installation of Our Services and upon Our receipt of payment from the New Customer of their first bill in accordance with the terms set out in this Agreement,
"Refer a Friend Scheme"	means the Refer a Friend Scheme offered by Us;
"Refer a Friend Scheme Application Form"	means the application form You are required to complete, in order to permit Us to consider Your suitability for joining the Refer a Friend Scheme;
"Services"	means broadband internet services;
"We/Us/Our"	KCOM Group Limited, trading as KCOM, (registered number 2150618) whose registered office is at 37 Carr Lane, Hull, HU1 3RE;
"Website"	Means our website available at www.kcom.com
"You/Your"	the person or company to whom participates in referring a New Customer via the Refer a Friend Scheme.

2. REFERRAL PROCEDURE

2.1 In order to participate in the Refer a Friend Scheme, You must complete the Refer a Friend Scheme Application Form.

2.2 You are required to complete the Refer a Friend Application Form, whereby you will be asked to input personal details of both You and the New Customer.

i. You will only provide the New Customer details if you have their full consent to do so and they are aware of what the Refer a Friend Scheme is for;

ii. You will ensure the details given to Us by You in the Refer a Friend Application Form for both You and the New Customer are up to date and accurate;

iii. If You give inaccurate and/or out of date information or do not have the consent of the New Customer to pass on their personal information, it may result in your Refer a Friend Application Form being declined.

2.3 Following Our receipt of Your Refer a Friend Scheme Application Form We will either;

i. decline Your application for any reason whatsoever and notify You accordingly; or

ii. accept Your application, and within 2 working days contact the New Customer by telephone or mobile number.

2.4 Once your application has been accepted, We will contact the New Customer via the telephone or mobile number provided in the Refer a Friend Application Form for the purposes as set out below in clause 2.5. If We are unable to contact the New Customer via telephone or mobile number, a second attempt to contact them will take place at a later date. If at the second attempt, We are unable to contact the New Customer We may send an email or other form of marketing material with information regarding Our Services instead.

2.5 By submitting the Refer a Friend Application Form both You and the New Customer agree to be contacted by Us for the purpose of offering and arranging the purchase of Our Services to the New Customer.

2.6 You acknowledge that You do not have any authority to negotiate or conclude any contracts on Our behalf, nor make any promises, representations or warranties regarding the Services, the charges relating to the Services or otherwise to the New Customer.

3. REFERRAL REWARD

3.1 A Referral Reward will be credited to You, subject to the following:

4. You already receive KCOM Full Fibre Services for Us;
5. You live in the KCOM Full Fibre Network Area;
6. no outstanding payments or monies are owed to Us by You or the New Customer;
7. the New Customer must live in a different UK address to You within the KCOM Full Fibre Network Area;
8. the New Customer must not be already receiving KCOM Full Fibre Services from Us;
9. the New Customer must purchase any of our KCOM Full Fibre Products (not including our Flex products). For the avoidance of doubt, the Referral Reward is not available where the New Customer purchases a Flex product.

3.2 The Referral Reward will become due following the completion of the New Customers chosen KCOM Full Fibre Product(s) installation. We shall credit both Your and the New Customer's KCOM accounts with £75 (SEVENTY FIVE POUNDS) of credit following installation of the New Customer's Service but not earlier than, 14 days following the New Customer's first bill being paid in full.

3.3 Despite the proceeding provisions, a Referral Reward will not be paid to You in the following circumstances:

i. if the New Customer has entered into contract with Us for Our Services, at any time during the previous 12 months;
ii. if You are requesting Services on behalf of Yourself or under your billing account;
iii. if We do not agree to supply services to the New Customer;
iv. if the New Customer purchases a Flex package;
v. if We reasonably suspect You or the new customer of any illegal, fraudulent, or other activity, as a result of which, the payment of the Referral Reward to You may be illegal, fraudulent and/or may cause damage to Our reputation;
vi. if You are in breach of any Agreement with Us.

3.4 We may, in our absolute discretion:

i. withhold payment of the Referral Reward in any of the following circumstances where we are ordered to withhold payment, by any judicial, governmental, or other authority or statutory body with power to make such orders; or
ii. in exceptional circumstances vary, amend or withdraw the Refer a Friend Scheme on reasonable notice.

3.5 You agree that You will repay to Us any Referral Reward paid to You erroneously (or that We may set-off such amounts against Referral Rewards owed to You at a future date) and You shall notify Us immediately upon receipt of such amounts.

4. DATA PROTECTION

4.1 Both parties agree to comply with the provisions of the Data Protection Act 2018.

4.2 You and the New Customer agree that We can use any personal data that You may provide to Us on the Refer a Friend Scheme Application Form and/or that You might otherwise provide for the purpose of the Refer a Friend Scheme.

4.3 We shall use any personal data that You or the New Customer might provide to Us in accordance with the terms of Our Privacy Policy and/or in accordance with the obligations placed on Us by the Data Protection Act 2018.

5. TERMINATION

5.1 This Agreement will terminate immediately if:

i. Our contract with You for the Services should terminate for any reason;
ii. We reasonably suspect You of any illegal or fraudulent activities;
iii. You are in breach of the Agreement and have failed to remedy any such breach following reasonable notice;
iv. We cancel the Refer a Friend Scheme for any reason whatsoever.

5.2. Either party shall be entitled to terminate this Agreement by providing written notice to the other party. Such termination shall take effect immediately.

6. GENERAL

6.1 We reserve the right to change these terms and conditions where it becomes necessary to do so. We reserve the right to remove or amend this promotion at any time.

6.2 This offer will run from the 4th November to the 16th December (Inclusive)

6.3 You are deemed to have accepted and agreed to be bound by these terms and conditions upon using the Refer a Friend Scheme.

6.4 The Refer a Friend Scheme is for non-commercial use only. We reserve the right to refuse to apply the credit to anyone in breach of these terms and conditions or anyone exploiting, in any way, the Refer a Friend Scheme.

6.5 The headings to the sections of the Agreement are for convenience only and have no substantive meaning.

6.6 The Agreement is governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.

6.7 Promoter: KCOM Group Limited, 37 Carr Lane, Hull, HU1 3RE.