

REFER A FRIEND SCHEME

1. REFERRAL PROCEDURE

- 1.1 In order to participate in the Refer a Friend Scheme, You must (i) complete the Refer a Friend Scheme Application Form; and (ii) agree to be bound by these Terms.
- 1.2 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 If You give inaccurate and/or out of date information or do not have the consent of the New Customer to pass on their personal information, it may result in your Refer a Friend Application Form being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.
- 1.3 Following Our receipt of Your Refer a Friend Scheme Application Form We will either;
 - iv. decline Your application for any reason whatsoever and notify You accordingly; or
 - v. accept Your application, and within 2 working days contact the New Customer by telephone or mobile number.
- 1.4 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.
- 1.5 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.
- 1.6 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.

2. REFERRAL REWARD

- 2.1 A Referral Reward will be credited to You, subject to the following:
 - i. You already receive KCOM Full Fibre Services for Us;
 - ii. You live in the KCOM Full Fibre Network Area;
 - iii. no outstanding payments or monies are owed to Us by You or the New Customer;
 - iv. the New Customer must live in a different UK address to You within the KCOM Full Fibre Network Area;
 - v. the New Customer must not be already receiving KCOM Full Fibre Services from Us;
 - vi. the New Customer must purchase any of our KCOM Full Fibre Products;
- 2.2 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 £25 (TWENTY FIVE POUNDS) of credit within 14 days of New Customer's first bill being paid.
- 2.3 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 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;
 - v. if You are in breach of any of the Agreement.
- 2.4 We may, in our absolute discretion, withhold payment of the Referral Reward in any of the following circumstances:
 - i. We are ordered to withhold payment, by any judicial, governmental, or other authority or statutory body with power to make such orders.
 - ii. Any reason We in our sole discretion deem reasonable enough to withhold the referral award.

- 2.5 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.
- 2.6 You acknowledge and accept that You shall have sole responsibility to pay any income or other taxes for which You may be liable as a result of Your participation in the Refer a Friend Scheme and in respect of any Referral Rewards that You may receive from Us. Further, You shall indemnify Us against all liability resulting from Your failure to pay taxes in accordance with this clause.

3. DATA PROTECTION

- 3.1 Both parties agree to comply with the provisions of the Data Protection Act 2018.
- 3.2 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 in order to participate in the Refer a Friend Scheme.
- 3.3 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.
- 3.4 You acknowledge that due to the restrictions of the Data Protection Act 2018, We cannot inform You of the outcome of any Refer a Friend Applications Forms you submit.

4. TERMINATION

- 4.1 This Agreement will terminate immediately if:
- Our contract with You for the Services should terminate for any reason;
 - We reasonably suspect You of any illegal or fraudulent activities;
 - You are in breach of the Agreement and have failed to remedy any such breach following reasonable notice;
 - We cancel the Refer a Friend Scheme for any reason whatsoever.
- 4.2 Either party shall be entitled to terminate this Agreement on effective immediately upon notice for any reason whatsoever.
- 4.3 We shall pay to You any Referral Rewards accrued at the date of termination but not paid, if, but for the termination, You would have been permitted to receive the Referral Rewards in accordance with the Agreement.

5. LIABILITY

- 5.1 Nothing in this Agreement shall exclude or limit liability for (a) fraud or fraudulent misrepresentation, (b) death or personal injury resulting from our negligence or that of our employees or sub-contractors or (c) any other liability which cannot be excluded or limited by law.
- 5.2 We shall not be liable in contract or tort (other than fraudulent or negligent misrepresentation) or otherwise arising out of or in connection with the Agreement for economic loss (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), loss of goodwill or reputation, indirect or consequential losses whether or not such losses were within our contemplation, suffered or incurred by You or any third party arising out or in connection with this Agreement or Your participation in the Refer a Friend Scheme.
- 5.3 Our total aggregate liability to You arising out of or in connection with this Agreement and the performance or observation of Our obligations under it shall be limited to the aggregate amount of Referral Rewards due to You but not paid.

6. GENERAL

- 6.1 We may from time to time wish to notify You of additional services provided by Us or third parties that We believe may be of interest to You. If You do not want to receive such information, please write to Us at the address for notice.
- 6.2 We shall not be liable for any breach of our obligations hereunder resulting from causes beyond our reasonable control including but not limited to fires, strikes (of own or other employees) insurrection, or riots, embargoes or delays in transportation, inability to obtain supplies, acts of local or central Government or other competent authorities or acts or omissions of third-party telecommunications service providers.

- 6.3 Any notice required or permitted under the Agreement must be in English and be sent to Us at: KCOM, KCOM Group Limited 37 Carr Lane, Hull HU1 3RE.
- Any notice to be sent to You will be sent to the address which You provide on the Referral Scheme Application Form unless You notify Us otherwise. Any notices given in relation to this Agreement must be delivered by hand, post, fax or email and will be treated as having been delivered: (a) on the day of delivery if delivered by hand, or (b) 2 days after posting if sent by post, or (c) on the day of transmission if sent by fax, or (d) on the day of transmission if sent by email.
- 6.4 The parties agree the Agreement does not create a partnership, joint venture, agency, or franchise relationship, between the parties.
- 6.5 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the rights or obligations (including the right to receive the Referral Rewards) arising under the Agreement without our prior written consent.
- 6.6 Notwithstanding any provision to the contrary, nothing in the Agreement will create or confer any rights or other benefits whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than You or Us.
- 6.7 The headings to the sections of the Agreement are for convenience only and have no substantive meaning.
- 6.8 The Agreement is governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.
- 6.9 If and in so far as any part or provision of the Agreement is or becomes void or unenforceable it should be deemed not to be and never to have been nor formed a part of the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.
- 6.10 The Agreement may not be amended, varied, supplemented, or otherwise modified unless agreed by Us in writing.
- 6.11 We shall be entitled, but not obliged, without prejudice to any other rights or remedies available, to set-off any liability owed against any liability due.
- 6.12 The failure by Us to insist on the performance of any of the provisions of the Agreement shall not be construed as a waiver or a relinquishment of that our rights to future performance of such provisions and Your obligation in respect of such future performance shall continue in full force and effect.
- 6.13 The Agreement supersedes any previous agreement between Us and You in relation to the matters dealt with in it and You acknowledge and agree that You have not entered into the Agreement in reliance upon any representation, or statement or whether oral or written made or alleged to have been made by Us or our agents.

REFER A FRIEND SCHEME TERMS

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.

7. 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"	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 https://www.kcom.com/home/
"You/Your"	the person or company to whom participates in referring a New Customer via the Refer a Friend Scheme.