Customer Referral Scheme

Terms and Conditions

Version 1.2 (Final). Operated by Fitfactory Technology Ltd ("Fitfactory").

1. The offer

If an existing Fitfactory customer refers a new potential customer to us, and that referral results in a qualifying sale as set out in these terms, Fitfactory will pay the referring customer a reward of **£500**.

- The reward is paid to the referring customer company, not to any individual.
- The reward is paid by bank transfer to the referring customer company. Rewards are not available as credits against the customer's account and cannot be set against invoices.
- One reward is payable per referred organisation, regardless of how many contracts that organisation subsequently signs.
- We suggest, but do not require, that the customer passes the reward to the individual employee who made the referral. Whether and how it does so is entirely a matter for the customer and its own internal policies.

2. What counts as a qualifying referral

- The scheme applies to referrals for **Tricorn, DNA or Fitfactory ERP** only. Referrals for other Fitfactory products do not qualify.
- The referred organisation must be a new prospect: not an existing Fitfactory customer, not an organisation that has generated revenue for Fitfactory in the previous 12 months, and not already in active discussions with us at the date of referral.
- The referred organisation must not already have been introduced or registered to Fitfactory by a reseller, lead generation partner or any other third party.
- The referred organisation must not be a group company or affiliate of the referring customer, or otherwise under common ownership or control with it.
- The referral must be made in writing (email is fine) to a named Fitfactory contact, identifying the prospect organisation and a contact person, before we first engage with that prospect.
- The referred organisation must sign a contract for Tricorn, DNA or Fitfactory ERP within 3 months of the date of the referral. Contracts signed after that date do not qualify.
- The referred organisation's contract must be for a minimum of a 2 user system. Contracts below this do not qualify for a reward.
- Where two customers refer the same prospect, the first written referral received qualifies.

3. When the reward is paid

The reward becomes payable within 30 days after all of the following have happened:

- the referred organisation has signed a qualifying contract;

- the referred organisation has gone live with the software. Go-live means the software is in production use, as confirmed by Fitfactory;
- the referred organisation has paid its first three months of invoices in full (or the equivalent where invoicing is quarterly or annual); and
- no invoices due from the referred organisation are outstanding at that date.

The referring customer must still be a current Fitfactory customer in good standing when the reward falls due: no overdue invoices and no notice of termination served by either party. If the referring customer ceases to be a customer before the reward falls due, no reward is payable.

4. Eligibility and exclusions

- Open to current Fitfactory customers in good standing.
- Public sector bodies (including NHS organisations, government departments, local authorities and universities) and their employees are excluded from this scheme.
- Fitfactory employees are not eligible for the £500 customer reward. A separate internal scheme applies to eligible employees.
- Referrals must be made openly and lawfully. The referring individual must be permitted by their employer's own policies to make the referral, and must not misuse confidential information belonging to their employer or any third party.

5. Transparency and anti-bribery

This scheme is operated openly and in accordance with the Bribery Act 2010 and Fitfactory's Anti-Bribery Policy.

- Rewards are fixed at £500, paid only on a genuine completed sale, and paid by bank transfer with a full record kept. Rewards are never paid in cash.
- The reward must never be offered or used to induce any person to act improperly, to breach a duty to their employer, or to influence a public official.
- Fitfactory may decline to pay a reward where it reasonably believes payment could breach anti-bribery law or the referring customer's own policies.

6. Tax and VAT

The reward is paid gross. The referring customer is responsible for its own tax and accounting treatment of the reward, including any tax consequences of passing all or part of it to an employee. Depending on the referring customer's circumstances, the reward may be treated as consideration for a service and may be subject to VAT; Fitfactory may require a valid VAT invoice, or may operate self-billing, before payment is made. Fitfactory recommends the customer takes its own advice.

7. General

- Fitfactory may amend, suspend or withdraw this scheme at any time. Qualifying referrals already made will be honoured under the terms in force at the date of referral.

- Fitfactory's decision on whether a referral qualifies, and on whether the conditions in section 3 have been met, is final.
- This scheme does not create any agency, partnership or employment relationship.
- These terms are governed by the laws of England and Wales.

How to refer

Submit a referral online at:
https://www.fitfactory.com/referral-scheme

Or email **customers@fitfactory.com** with the prospect's company name and contact details.