

REFERRAL PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

- 1.1. These are the terms and conditions which govern how Kitt Technology Limited incorporated and registered in England and Wales with company number 11349572 whose registered office is at Clerkenwell House, 67 Clerkenwell Road, London, England, EC1R 5BL (the "**Supplier**" or "**we**" or "**us**" or "**our**") may provide you (the "Referrer", "you", "your") with Commission when you make:
 - (a) an Introduction; and
 - (b) the Prospective Tenant attends a Viewing; and
 - (c) you are the Prospective Tenant's Appointed Representative; and
 - (d) the Prospective Tenant enters into a Land Contract within 6 months of a Viewing.
(a "**Successful Referral**").
- 1.2. By continuing to make Introductions as described in these terms, you are agreeing to these terms (as updated from time to time).

2. INFORMATION ABOUT US

- 2.1. Our registered VAT number is 301571347.
- 2.2. You can contact us by telephoning our customer service team at 020 3488 3957 or by writing to us at LondonBrokers@kittoffices.com or FAO Kelly Spratling, 67 Clerkenwell Road, EC1R 5BL.
- 2.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. REFERRALS

- 3.1. The Referrer may submit details of Prospective Tenants to the Supplier and make referrals of such persons on these terms.
- 3.2. The Referrer may make an Introduction by emailing us details of the Prospective Tenant on LondonBrokers@kittoffices.com or by contacting a current Kitt employee.
- 3.3. The Prospective Tenant must view a property for which Kitt provides Services. Kitt will send the Referrer a confirmation email setting out, among any other details, the property for which the Broker referred the Prospective Tenant (the "**Confirmation Email**") and shall propose steps to arrange a viewing of the relevant property or properties (a "**Viewing**"). The attendance of the Prospective Tenant at the Viewing shall constitute the Referrer's continued agreement with these terms and at that point your submission shall be deemed a valid submission (a "**Submission**").
- 3.4. A Referrer must make a separate Submission for each Prospective Tenant.
- 3.5. By making a Submission you warrant that you have a relationship with the relevant Prospective Tenant and you are appointed by them to find and take steps to procure services similar to the Services provided by us ("**Appointed Representative**") and that you will inform the Prospective Tenant of our privacy policy at www.kittoffices.com/privacy.
- 3.6. In the event that you make a Submission and you are not the Appointed Representative, the Submission shall be void and you shall receive no Commission (as defined below) regardless of whether the Prospective Tenant enters into a Land Contract or not and we may disqualify you from this referral scheme.
- 3.7. In the event that two or more Submissions are made in respect of the same Prospective Tenant and it is unclear who the Appointed Representative is, we shall have the right (in our complete discretion) to defer to an appropriate senior person at the Prospective Tenant to confirm the Appointed Representative.
- 3.8. The Referrer shall serve the Supplier faithfully and diligently and not allow its interests to conflict with its duties under these terms.
- 3.9. The Referrer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Supplier in any way, and shall not do any act which might reasonably create the impression that the Referrer is so authorised. The Referrer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Supplier, including for the provision of the Services, the price for them or the leasing or licencing of any land, and shall not negotiate any terms for the provision of the Services or leasing or licencing of any land with Prospective Tenants.

- 3.10. The Referrer shall not produce any marketing material for the Supplier's services or use the Supplier's name, logo or trade marks on any marketing material for the Services without the prior written consent of the Supplier.
- 3.11. The Referrer shall not, without the Supplier's prior written consent, make or give any representations, warranties or other promises concerning the Supplier or the Services which are not contained in the Supplier's marketing material.
- 3.12. Where a Prospective Tenant is Introduced by the Referrer and the Prospective Tenant then introduces the Supplier to a third party who either purchases Services from the Supplier or grants a lease or licence to the Supplier, the Referrer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to the Supplier.
- 3.13. For the avoidance of doubt, the Supplier shall not pay any Commission where a Prospective Tenant enters a Land Contract for a property not referred to in a Confirmation Email.

4. COMMISSION AND PAYMENT

- 4.1. The Referrer shall be entitled to Commission if there is a Successful Referral.
- 4.2. The amount of commission payable (if any) shall be:
 - (a) 10% of R where "R" equals the gross first year revenue (or other such amount as agreed between us and a Referrer) generated from a Successful Referral, exclusive of VAT (the "First Commission"); and
 - (b) In the event that the term as defined in the Land Contract ("T") exceeds two years then the Referrer shall be entitled to a further 3% of R as additional commission, exclusive of VAT ("Additional Commission").
 - (c) If a tenant renews their Land Contract with the Supplier on the same terms (a "Renewal"), and the conditions in Clause 4.1 would be true if the tenant were still a Prospective Tenant, then the Referrer shall receive 3% of R, exclusive of VAT (the "Renewal Commission").
- 4.3. Subject to the terms of clause 5, if a Land Contract contains a tenant's break clause, the Supplier shall divide the Commission into two payments:
 - (a) The first payment shall be calculated up to the date of any break clause in the Land Contract (and T and R shall be adjusted accordingly); and
 - (b) (Providing the tenant's break clause has not been exercised) a second payment of the remaining Commission owing to the Referrer, calculated as if there was no break clause in the Land Contract but reduced by any payments made under clause 4.3(a).
- 4.4. If the Land Contract is terminated for any reason (the "Termination Date"), the Broker shall repay to us a proportion of the Commission plus any Additional Commission calculated with the following formula:

$N / 12 \times \text{Relevant Commission}$

Where:

"N" = Number of months remaining in the year of the Termination Date.

"Relevant Commission" = the total Commission payable to the Referrer in the year of the Termination Date.

(the "Refunded Commission")

- 4.5. The Broker shall pay us the Refunded Commission within 30 days of the Termination Date. *The following calculations are included as examples of the Commission only:*

Example 1	
Term	12 months
Break clause	None
Monthly revenue	£10,000
Broker Commission	£12,000
Example 2	
Term	12 months
Break clause	6 months
Monthly revenue	£10,000

Broker Commission	First payment of commission: £6,000 Second payment of commission: £6,000
Example 3	
Term	36 months
Break clause	None
Monthly revenue	£10,000
Broker Commission	£15,600
Example 4	
Term	36 months
Break clause	30 months
Monthly revenue	£10,000
Broker Commission	First payment of commission $= £12,000 + (0.03 \times 120,000 / 2)$ £13,800 Second payment of commission: $= (0.03 \times 120,000 / 2)$ £1,800
Example 5	
Term	36 months
Break clause	24 months
Monthly revenue	£10,000
Broker Commission	First payment of commission: £12,000 Second payment of commission: $= (0.03 \times 120,000)$ £3,600
Example 6	
Term	60 months
Break clause	36 months
Monthly revenue	£10,000

Broker Commission	First payment of commission: = £12,000 + (0.03*120,000) £15,600 There is no second payment of commission.
Example 7	
Term	24 months
Break clause	12 months
Other event	Tenant goes into liquidation after 3 months
Monthly revenue	£10,000
Broker Commission	First payment of commission: £12,000 Second payment of commission not made in this example.
Refunded commission	= $9 / 12 * 12,000$ £9,000

5. Payment of Commission

- 5.1. The Supplier shall promptly notify the Referrer in writing as soon as practicable after entering into a Land Contract and if relevant to the calculation of the Commission the date it enters into a Land Contract;
- 5.2. The Supplier shall within 14 days of receiving the deposit payable under the Land Contract (or if there is a Renewal and Clause 4.2(c) applies, within 14 days of the first payment under the renewed contract) send to the Referrer a written statement setting out, in respect of such year, and in respect of each Land Contract:
 - (a) the Commission payable to the Referrer under clause 4.3(a);
 - (b) (if applicable) the Commission payable to the Referrer under clause 4.3(b); and
 - (c) how the Commission has been calculated, including details of all deductions made.
- 5.3. The Referrer shall invoice the Supplier for the Commission payable in accordance with the Supplier's statement submitted pursuant to clause 5.2, together with any applicable VAT, and the due date for payment by the Supplier of such Commission shall be:
 - (a) in respect of Commission due under 4.3(a), 30 days from date of receipt of invoice; and
 - (b) in respect of Commission due under 4.3(b), 30 days from the date of the unexercised break date.
- 5.4. If any dispute arises as to the amount of Commission payable by the Supplier to the Referrer, the same shall be referred to the Supplier's accountants or auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.
- 5.5. No Commission or other compensation shall be payable where the Supplier contracts with a third party in the circumstances described in clause 3.12.
- 5.6. In the event that a Prospective Tenant:
 - (a) fails to move in;
 - (b) delays or fails to pay the fees under their Land Contract;
 - (c) breaches any of the terms of their Land Contract
the Supplier shall be under no obligation to pay the Commission to the Referrer.
- 5.7. In the event that we make an overpayment of Commission to you for any reason or you have made a Successful Referral in breach of any of these terms, you shall promptly repay us such amounts as are due to us, and in the case of a breach of these terms, all the Commission paid to you.

5.8. Termination of these terms, howsoever arising, shall not affect the continuation in force of this clause 4 and the Supplier's obligation to pay Commission to the Referrer in accordance with it.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier shall provide the Referrer at all material times with the information the Referrer reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about the Supplier.

6.2. The Supplier shall inform the Referrer immediately if the Supplier suspends or ceases to perform the Services.

6.3. The Supplier shall not be responsible for any expenses incurred by the Referrer unless such expenses have been agreed by the Supplier in writing, in advance.

6.4. The Supplier shall be under no obligation to:

- (a) follow up any Introduction made by the Referrer; or
- (b) enter into a Land Contract.

7. LIMITATION OF LIABILITY

7.1. We are not under any circumstances liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising out of the lawful termination of these terms or any decision not to renew a Land Contract or other contract.

7.2. The liability of the Supplier arising in connection with the supply of services shall be as set out in the Supplier's applicable terms and conditions.

8. CONFIDENTIALITY

8.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2. Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under these terms.

8.4. All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Referrer from the Supplier shall be returned promptly to the Supplier on termination of these terms, and no copies shall be kept, whether digitally or otherwise.

9. COMMENCEMENT AND DURATION

These terms shall apply any time you make a Submission.

10. CONSEQUENCES OF TERMINATION

10.1. On termination of these terms, the following clauses shall continue in force: clause 19, clause 4, clause 8 and clause 10 to clause 18 (inclusive).

10.2. Termination of these terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

11. NO PARTNERSHIP OR AGENCY

11.1. Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. ENTIRE AGREEMENT

12.1. These terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 12.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

13. VARIATION

No variation of these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. ASSIGNMENT AND OTHER DEALINGS

These terms are personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms.

15. WAIVER

Our failure or delay to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

If any provision or part-provision of these terms are or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

17. THIRD PARTY RIGHTS

No one other than a party to these terms shall have any right to enforce any of its terms.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).

19. INTERPRETATION

The following definitions and rules of interpretation apply in these terms.

19.1. Definitions:

"Introduction": the provision to the Supplier of the contact details of a Prospective Tenant who knows one or more individuals at the Referrer and is of sufficient seniority to authorise or recommend the purchase of the Services from the Supplier. Introduce, Introduces, and Introduced shall be interpreted accordingly.

"Land Contract": a lease or licence over land in respect of which (i) the Supplier provides Services (ii) the Prospective Tenant has attended a Viewing and (iii) entered into between the Supplier and a Prospective Tenant in the Supplier's standard form

"Prospective Tenant": a person:

- (a) to whom the Supplier has not at any time previously provided the Services or any other goods or services or leased or licenced land from; and
- (b) with whom the Supplier has not previously been in bona fide negotiations to provide the Services or lease or licence land from.

"Services": the provision of managed offices provided by the Supplier.

- 19.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 19.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 19.4. A reference to writing or written includes e-mail but not fax.

- 19.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 19.6. References to clauses are to the clauses of these terms.