

## BUILDING CONNECTIONS

Thank you for joining our referral partner program, Building Connections. We are pleased to outline the details of our service below.

We are looking to partner with those who share and are in alignment with our core values.

Ensuring we look after our clients together, building trust through honest and transparent communication and exceeding expectations of customer service.

We believe in **connections**, not transactions.

If you share the same ethics and ethos, then we welcome you to our referral partner program, Building Connections.

We offer a choice, when recommending us to your clients, either a commission-based referral fee for each instruction you pass to us or, we will donate your commission to our chosen charity 'Bromley Brighter Beginnings'.

Bromley Brighter Beginnings distribute baby, child and household essentials to families living in financial hardship in the London Borough of Bromley.

We are a small independent local surveying practice, and by supporting us, you are investing in your local community, helping to sustain local business, create jobs, and build a stronger community.

We confirm that our commissions are as follows:

- RICS Level 2 Home Survey (Formerly Homebuyers): £50
- RICS Level 3 Home Survey (Formerly Building Survey): £75
- Structural Inspections (Specific Defect Inspection): £50

The recipient is responsible for accounting for and paying any VAT or other applicable taxes on payments received under this agreement.

Real-time updates will be available via our online portal. Commission payments are only applicable to customers that enter into a contract for surveying services. The commission payment will become payable on completion of the surveying services. Payments will be made in accordance with your preferences, by BACS to the details provided, issued as e-gift vouchers or paid to charity.

Project & Survey is proud to be a premium supplier of Home Surveys. We do not complete high volume work, and the focus is on quality over quantity. We therefore only work with a small number of customers each week. As we are a small firm without the overheads, we are able to offer very competitive fees when compared to comparable service providers.

We will be available to the customer for both, **pre-survey and after-care advice**. We will be on hand to advise on next steps, ensuring the customer is able to act on our advice.

We look forward to a long lasting partnership.

**Gordon McEwan**  
**Director**  
**BSc(Hons) MCIOB AssocRICS Cert CILA**

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**T:** 020 4603 7600  
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## REFERRAL PARTNER GENERAL TERMS

### INTERPRETATION

1.1 In this Agreement the following terms have the following meanings:

- Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- Change of Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of Control shall be construed accordingly;
- Customer means an individual customer or prospective customer of Project & Survey Ltd
- Customer Information Details means information about the Customer to enable Project & Survey Ltd to contact the Customer and arrange Surveying Services including as a minimum the following:
  - (a) The Customer's details (including full name and contact number;
  - (b) property type;
  - (c) house type;
  - (d) year built;
  - (e) number of bedrooms;
  - (f) type of survey or other surveying service the Customer may require;
  - (g) purchase price; and
  - (h) postcode (and door number if available).
- Data Protection Legislation means the Data Protection Act 2018, UK GDPR and any subsequent legislation applying in the UK in relation to the protection of personal data including any similar or equivalent legislation in the Territory;
- Introduction means the provision to Project & Survey Ltd of Customer Information Details in relation to any Customer that enables Project & Survey Ltd to contact the Customer directly.
- Net Income the payments received by Project & Survey Ltd for the Surveying Services under a Relevant Contract less any disbursements or expenses, value added tax or other sales tax on them and any discounts or rebates granted by Project & Survey Ltd;
- Payment means payment by a Customer in respect of a Relevant Contract;
- Relevant Contract a contract for Surveying Services entered into between Project & Survey Ltd and a customer who was Introduced by the Introducer;
- Surveying Services means a property survey or other surveying services provided by Project & Survey Ltd;
- Territory the United Kingdom; and
- UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

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

1.4 A reference to writing or written includes e-mail.

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 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.

## COMMENCEMENT AND DURATION

This Agreement shall commence on the Commencement Date and shall continue for the Initial Term unless terminated earlier in accordance with clause 7.

## INTRODUCTIONS

3.1 The Introducer has agreed that during the term where any Customer may require Surveying Services it will provide an Introduction for the Customer to Project & Survey Ltd.

3.2 The Introducer will supply all Introductions either:

- (a) via our online portal
- (b) by email to [info@projectandsurvey.co.uk](mailto:info@projectandsurvey.co.uk); or
- (c) by telephone to 020 4603 7600.

3.3 Project & Survey Ltd will not be deemed to have received an Introduction until or unless it is in receipt of the Customer Information Details.

3.4 Project & Survey Ltd will use reasonable endeavours to contact Customers within 12 working hours of receipt of an Introduction

3.5 Where Project & Survey Ltd agrees to provide Surveying Services it shall agree with the Customer the terms of the Relevant Contract and the date and manner of payment for the Surveying Services.

3.6 The Introducer shall ensure that all information provided to Project & Survey Ltd is complete, accurate and not misleading.

3.7 Neither party shall have authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the other party in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised. A party shall not make or enter into any contracts or commitments or incur any liability for or on behalf the other party, including for the provision of Surveying Services or the price for them, and shall not negotiate any terms for the provision of Surveying Services with Customers.

3.8 Neither party shall produce any marketing material for the other party's services or use a party's name, logo or trade marks on any marketing material for the Surveying Services without the prior written consent of the other party.

3.9 Neither party shall, without the other party's prior written consent, make or give any representations, warranties or other promises concerning the Surveying Services which are not contained in the party's marketing material.

## COMMISSION AND PAYMENT

4.1 The Introducer shall be entitled to Commission where a Customer Introduced by the Introducer enters into a Relevant Contract and pays to Project & Survey Ltd all fees and charges due in relation to the Surveying Services provided.

4.2 Project & Survey Ltd shall at such time and in such format as Project & Survey Ltd considers reasonable notify the Introducer of:

- (a) Relevant Contracts that it has entered into with Customers;
- (b) The date Surveying Services were provided; and
- (c) the Commission payable to the Introducer.

4.3 Project & Survey Ltd will prepare and provide to the Introducer a self-billing document for the

Commission payable in accordance with Project & Survey Ltd statement submitted pursuant to clause 4.3, together with any applicable VAT.

4.4 Commissions shall be paid by Project & Survey Ltd as follows:

(a) Payment is made via BACS to the account details supplied by the Introducer.

4.5 All sums payable under this Agreement are inclusive of value added tax or other applicable sales tax.

4.6 Project & Survey Ltd shall not be responsible for any costs incurred by the Introducer unless such costs have been agreed by Project & Survey Ltd in writing, in advance.

4.7 The Introducer shall be responsible for the onward payment or subdivision of the commissions. The Introducer indemnifies Project & Survey Ltd against all claims, costs, losses, damages and expenses that Project & Survey Ltd may incur as a result of: (i) any non-payment by the Introducer of an agreed commission shared with a 3rd party; and/or (ii) any 3rd party claiming payment of Commission directly from Project & Survey Ltd.

## **OBLIGATIONS OF PROJECT & SURVEY LTD**

5.1 Project & Survey Ltd shall be under no obligation to:

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

## **CONFIDENTIALITY**

6.1 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 6.2.

6.2 Each party may disclose the other party's confidential information:

- for
- (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 this Agreement. 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 6; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or any relevant listing authority.

6.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

6.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Introducer from Project & Survey Ltd shall be returned promptly to Project & Survey Ltd on termination of this Agreement, and no copies shall be kept.

6.5 The Introducer shall indemnify and keep indemnified Project & Survey Ltd from and against any losses, damages, liability, costs (including legal fees) and expenses which Project & Survey Ltd may incur or suffer as a result of or arising from any breach by the Introducer of its obligations under this clause 6.

## **TERMINATION**

7.1 Without affecting any other right or remedy available to it either party may terminate this Agreement on giving not less than three (3) months' written notice to the other party after the Initial

Term.

7.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- such (a) the other party fails to pay £5,000 or more due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make payment;
- breach (b) the other party commits a material breach of any other term of this Agreement and the is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- its (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- administrator, (f) an application is made to court, or an order is made, for the appointment of an appointed, over the other party (being a company);
- company (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- distress, (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

7.3 Either party may terminate this Agreement on notice with immediate effect if the other party is in breach of clause 9, clause 10 and/or clause 11.

7.4 Termination of this agreement 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.

7.5 Project & Survey Ltd may terminate this Agreement at any time by giving not less than four weeks' notice in writing to the Introducer if the Introducer undergoes a change of Control.

## COMPLIANCE WITH LAWS AND POLICIES

8.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

## ANTI-BRIBERY COMPLIANCE

9.1 Each party shall:

- and (a) comply with all applicable laws, regulations, codes and guidance relating to anti-bribery anti-corruption, including, but not limited to, the Bribery Act 2010 ("Relevant Requirements");

9.2 The Introducer shall immediately notify Project & Survey Ltd as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 9.

9.3 Any breach of clause 9 by the Introducer shall be deemed a material breach of this Agreement that is not remediable and shall entitle Project & Survey Ltd to immediately terminate this Agreement by notice under clause 7.1 (b).

## **ANTI-SLAVERY COMPLIANCE**

10.1 Each party:

(a) shall comply with (and shall not by any act or omission put any company in the Introducer Group in breach of) all (or any) applicable laws, statutes, regulations and codes from time to time in force relating to anti-slavery and human trafficking including without limitation the Modern Slavery Act 2015;

10.2 The Introducer undertakes, warrants and represents that it shall notify Project & Survey Ltd immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of its obligations under clause 10. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Introducer's obligations.

10.3 Any breach of this clause 10 by the Introducer shall be deemed a material breach of the Agreement and shall entitle Project & Survey Ltd to terminate the Agreement in accordance with clause 7.1 (b).

## **DATA PROTECTION**

11.1 The parties agree that any transfer of personal data between them shall be a Data Controller to Data Controller transfer.

11.2 Each party undertakes to shall comply with the Data Protection Legislation in relation to any Customer personal data that it receives.

11.3 The Introducer shall ensure that it (or the property agent) obtains consent from each Customer to the transfer of their personal data to Project & Survey Ltd for the purposes contemplated by this agreement. The Introducer shall provide evidence of such consent to Project & Survey Ltd as soon as possibly (and in any event within 3 Business Days) where requested to do so by Project & Survey Ltd.

11.4 The Introducer indemnifies Project & Survey Ltd from and against all losses, costs, liabilities and expenses which Project & Survey Ltd may incur or suffer as a result of or arising in connection with any breach by the Introducer of its obligations under this clause 11.

## **ENTIRE AGREEMENT**

12.1 This agreement 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 acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

## **LIMITATION OF LIABILITY**

13.1 Subject to clause 13.2, Project & Survey Ltd total liability in respect of all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be capped at 10% of the Net Income generated through



the referrals for the previous 12 month period.

13.2 Nothing in the Agreement shall limit a party's liability:

- (a) for death or personal injury caused by the negligence of a party or its directors, employees, agents or subcontractors; or
- (b) for any fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.2, Project & Survey Ltd shall not be liable for any consequential, indirect or special loss.

13.4 Subject to clause 13.2, Project & Survey Ltd shall not be liable for any of the following (whether direct or indirect):

- (a) loss of profit; (b) loss of revenue; (c) loss or corruption of data; (d) loss or corruption of software or systems; (e) loss or damage to equipment; (f) loss of use; (g) loss of production; (h) loss of contract; (i) loss of commercial opportunity; (j) loss of savings, discount or rebate (whether actual or anticipated); and (k) harm to reputation or loss of goodwill.

13.5 Except as expressly stated in this Agreement, and subject to clause 13.2, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **VARIATION**

14.1 Project & Survey Ltd shall be entitled to vary and/or update these terms and conditions on its website at any time. The varied and/or updated terms and conditions shall take effect from the date that Project & Survey Ltd issues the update.

## **ASSIGNMENT AND OTHER DEALINGS**

15.1 Project & Survey Ltd shall be entitled to assign this Agreement to any company being a member of the same group of companies as Project & Survey Ltd.

15.2 The Introducer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior consent of Project & Survey Ltd.

## **WAIVER**

16.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall 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.

## **SEVERANCE**

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it 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 this agreement.

17.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **NOTICES**

18.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.

18.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Cover Sheet; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **THIRD PARTY RIGHTS**

19.1 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

### **GOVERNING LAW**

20.1 This Agreement 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.

### **JURIDICTION**

21.1 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).