

PLEASE READ THESE REFERRAL TERMS CAREFULLY

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, SCR Tracker Limited (11554938) whose registered office is at 3 Victoria Place, Love Lane, Romsey. SO51 8DE (“we”, “us”, “our” or “SCR Tracker”), offers a referral scheme (“Scheme”) and these Terms govern the Scheme.

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.scrtracker.com/legal/privacy> and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

SCHEME

REFERRAL

When you register with the Scheme, provided we accept your application, we will send you a referral code and/or a referral link (“Code”).

You may then send the Code to your contacts who you reasonably believe may be interested in becoming a customer of SCR Tracker (“Referred Company”) and you may receive a reward if the Referred Company subsequently becomes a customer of SCR Tracker (“Referral Reward”) subject to these Terms.

You will not be eligible to register with the Scheme, and no Referral Reward will be payable if:

- you are or have in the past been an employee of SCR Tracker;
- you are not currently employed by a customer of SCR Tracker;
- you are employed by the Referred Company;
- you are aged under 18; or
- we have previously revoked your participation in the Scheme for any reason.

You shall not distribute any Code:

- in exchange for any payment or other benefit from a third party;
- via purchased, rented, or third-party lists of email addresses;
- in any publication for which you have been paid by a third party (e.g. a sponsored blog post);
- in any manner which has the aim or effect of damaging the business or reputation of SCR Tracker or any of our commercial partners; or
- on any discount code website, voucher website or any similar service.

In no event shall you:

- make any representation, guarantee or warranty concerning us or our products and services;
- have any authority to bind us in any manner whatsoever or accept any offer on our behalf.

REFERRED COMPANIES

We are under no obligation to enter into a contract with any Referred Company.

REFERRAL REWARD

The Referral Reward is as detailed on our website from time to time.

There is only one Referral Reward in respect of each Referred Company.

You will not be eligible to receive a Referral Reward:

- if the Referred Company already has a relationship (past or present) or is progressing a relationship with us or has previously been referred to us by you or anyone else;
- we have revoked the Scheme; or
- you are in breach of these Terms.

The Referral Reward will only be payable:

- provided the Referred Company access SCR Tracker’s website via the Code or quote the Code as part of becoming an SCR Tracker customer; and
- after we have entered into a contract for goods/ services with the Referred Company and they have made the first payment due to us.

We will notify you by email in the event a Referral Reward is due to you.

You are liable for any tax consequences of the receipt of any Referral Reward, and we accept no liability to you for any tax consequences.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the Scheme and/or Code in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Scheme;
- not use the Scheme in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

SCHEME

We reserve the right to make changes to the Scheme, including changes to the Referral Reward, or withdrawal the Scheme at any time.

GENERAL

CHANGES TO THESE TERMS

We may need to change these terms to reflect

Referral Terms and Conditions (“Terms”)

changes in law or best practice or to deal with additional features which we introduce.

If you do not accept the notified changes you will not be permitted to continue to participate in the Scheme.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

Our responsibility for loss or damage suffered by you if you are a business. Subject to the paragraph above:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of anticipated savings, loss of revenue, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total fees paid to you by us in the 12 months preceding the event giving rise to liability.

Our responsibility for loss or damage suffered by you if you are a consumer. We only supply the Scheme for your own individual domestic and private use. You agree not to use the Scheme in the course of any business, or for any commercial, business or resale purpose. We therefore have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WE MAY END YOUR RIGHTS TO PARTICIPATE IN THE SCHEME IF YOU BREAK THESE TERMS

We may end your rights to participate in the Scheme at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to participate in the Scheme you must stop all activities authorised by these terms, including your participation in the Scheme.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (“CEDR”) via their website at <http://www.cedr.com/idrs>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.