



Referral Partner Terms and Conditions

These Referral Partner Terms and Conditions (“Agreement”) set out the terms under which referral partners (“Introducers”) may refer prospective clients to **The Education Hotel Ltd** (the “Organisation”).

By registering as a referral partner, accepting these terms via the Organisation’s platform, or using a referral link issued by the Organisation, the Introducer agrees to be bound by these Terms.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Business Day

Any day other than a Saturday, Sunday or bank holiday in England.

Commencement Date

The date on which the Introducer is issued with a referral link and accepts these Terms via the Organisation’s platform.

Completed Transaction

An agreement between the Organisation and a Prospective Client for the provision of the Service.

Confidential Information

All business, technical, financial or other information relating to the Organisation and its clients that is not in the public domain.

Fee

The referral fee payable in accordance with Clause 5.

Introduction

A prospective client registering or booking through the Introducer’s unique referral or booking link.

Introduced Client

A Prospective Client who becomes a paying client of the Organisation following an Introduction made using the Introducer’s referral link.

Service

Provision of one-to-one tuition and related educational support services as described in Schedule 1.

Prospective Client

A person to whom the Organisation has not provided services and with whom it has not been in active discussions regarding services in the previous 12 months.

Territory

Worldwide, including online and in-person tuition (including residential tuition where applicable).

Termination Date

The date this Agreement ends in accordance with Clause 9.

2. Engagement of Introducer

2.1 The Organisation appoints the Introducer to refer Prospective Clients to the Organisation on a non-exclusive basis.

2.2 This Agreement shall commence on the Commencement Date and continue until terminated in accordance with Clause 9.

2.3 The Organisation shall pay the Introducer referral fees in accordance with Clause 5.

2.4 Nothing in this Agreement prevents the Organisation from providing services to clients introduced through other channels.

3. Introductions

3.1 Introductions shall normally be made using the Organisation's designated referral or booking link.

3.2 The Introducer may hold or retain personal data relating to prospective clients as part of their own independent business activities. However, unless expressly agreed in writing, the Introducer shall not share or transfer any personal data relating to prospective clients to the Organisation.

3.3 All referrals should be made using the Organisation's designated referral or booking link so that prospective clients can provide their details directly to the Organisation.

3.4 Where a referral link is used, the Organisation will collect personal data directly from the prospective client and manage all communications thereafter.

3.5 The Organisation retains absolute discretion as to whether to accept a Prospective Client.

4. Obligations of the Organisation

4.1 The Organisation shall use reasonable endeavours to follow up all valid Introductions.

4.2 The Organisation shall maintain appropriate records for the calculation of referral fees.

4.3 The Organisation may provide promotional materials or information to assist Introducers.

5. Referral Fees and Payment

5.1 The Organisation shall pay the Introducer a referral fee equal to **50% of the commission received by the Organisation** from each Introduced Client.

5.2 Referral fees are payable only where:

- a) the Prospective Client registers or books using the Introducer's unique referral link; and
- b) a Completed Transaction for tuition takes place. Please note that a deposit is taken from all clients upon booking which is not included in the referral fee.

5.3 Referral fees shall be payable on all commission received from that Introduced Client for the duration of the Organisation's working relationship with that client ("lifetime of the client").

5.4 The referral percentage applicable to each Introduced Client shall be the percentage in place at the time of introduction. Any future changes shall apply only to new Introduced Clients.

5.5 Referral fees shall be calculated only on commission actually received and shall not be payable on cancelled, refunded, credited, unpaid sessions or the registration deposit paid by the client.

5.6 Referral fees shall be calculated monthly and paid via the Organisation's standard pay run process within 30 days of month end in which the relevant commission is received.

5.7 A client shall be treated as an Introduced Client only where the Introducer's referral link has been used. Clients approaching through other channels shall not be treated as Introduced Clients.

5.8 The Organisation shall use reasonable endeavours to ensure referral tracking accuracy but shall not be liable for delays or errors caused by third-party systems or incorrect use of referral links.

5.9 Where an Introduced Client ceases tuition and re-engages within 12 months, referral fees shall continue. After 12 months, the Organisation may treat the engagement as new.

5.10 Referral fees shall continue to be payable in respect of Introduced Clients referred prior to termination.

6. Independent Status

6.1 The Introducer is an independent contractor and not an employee, worker, partner or agent of the Organisation.

6.2 The Introducer has no authority to negotiate or enter into contracts on behalf of the Organisation.

6.3 Nothing in this Agreement creates a partnership, joint venture or agency relationship.

7. Data Protection

Both parties shall comply with applicable UK data protection legislation.

Where prospective clients engage through referral links or booking systems, personal data will be collected and processed directly by the Organisation in accordance with its Privacy Policy.

The Introducer shall not collect, store or share personal data relating to prospective clients on behalf of the Organisation unless expressly agreed in writing.

8. Referral Models

8.1 The Organisation operates more than one referral partnership model. The applicable model will be confirmed via the Organisation's platform or written agreement.

8.2 Standard Referral Model (default)

The Introducer refers prospective clients using their referral link. The Organisation contracts directly with the client and delivers services. Referral fees are paid in accordance with Clause 5.

8.3 Partner / White-Label Model (where agreed)

Where a separate partner arrangement is agreed, additional commercial terms may apply and will take precedence where relevant.

9. Termination

9.1 Either party may terminate this Agreement at any time by written notice.

9.2 Either party may terminate immediately in the event of material breach, insolvency, unlawful conduct, or serious reputational risk.

9.3 No referral fees shall accrue for Introductions made after termination. Referral fees for Introduced Clients prior to termination shall continue in accordance with Clause 5.

10. Consequences of Termination

10.1 Termination shall not affect any rights or obligations accrued prior to termination.

10.2 Clauses relating to payment, confidentiality, and data protection shall continue after termination where applicable.

11. Client Relationship Protection

11.1 Where a client has been introduced and engages the Organisation, services for that engagement shall be delivered through the Organisation.

11.2 This does not prevent the Introducer from operating their own independent business or making other referrals generally.

12. Confidentiality

12.1 The Introducer may receive confidential information relating to the Organisation and agrees to keep such information confidential.

12.2 Confidential information shall be used only for the purposes of this Agreement.

12.3 After termination, the Introducer shall not suggest any ongoing formal relationship with the Organisation where none exists.

12.4 These obligations continue at all times.

12.5 Nothing prevents the Introducer from referring to the Organisation in general professional terms provided no confidential information is disclosed.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous arrangements relating to its subject matter.

14. Force Majeure

Neither party shall be liable for delay or failure in performance due to events beyond reasonable control including natural disasters, war, pandemic, industrial action or system failures.

15. Survival

Termination shall not affect accrued rights or any provisions intended to survive termination.

16. Severability

If any provision is held invalid, the remainder of the Agreement shall remain in force.

17. Variation

The Organisation may update these Terms from time to time. Continued participation in the referral programme constitutes acceptance of any updated Terms.

18. Waiver

Failure to enforce any provision shall not constitute a waiver of that provision.

19. Assignment and Transfer

19.1 The Organisation may assign or transfer its rights and obligations where reasonably required as part of business operations or restructuring.

19.2 The Introducer may not assign or transfer rights under this Agreement without written consent.

20. Governing Law and Jurisdiction

20.1 This Agreement shall be governed by the laws of England and Wales.

20.2 The courts of England and Wales shall have exclusive jurisdiction.

These Terms are accepted by the Introducer upon registration as a referral partner or use of a referral link issued by the Organisation.

Schedule 1 – The Service

Provision of one-to-one tuition and related educational support services arranged and delivered by the Organisation.

All services are contracted directly between the Organisation and the client.
Referral fees are calculated in accordance with Clause 5.

Schedule 2 – Privacy Notice

The Organisation is committed to protecting personal data in accordance with UK GDPR and the Data Protection Act 2018.

Where prospective clients engage through referral links or booking systems, personal data will be collected and processed by the Organisation for the purpose of responding to enquiries, arranging services, administering accounts and communicating relevant information.

Personal data will not be sold and will only be shared where necessary for service delivery or legal compliance.

Individuals may request access to, correction of, or deletion of personal data at any time.

Full Privacy Policy: available via the Organisation's website.

Contact: info@educationhotel.co.uk