

Terms and Conditions **"Refer a Friend" offer**

1. The Refer a Friend Offer ("the Offer") is organised by Xtract Accounting Limited ("the Company") whose registered office is located at The Terrace, Grantham Street, Lincoln, LN2 1BD and is open to existing clients using the Company's Monthly FD Service ("the Service") and associates of the Company whom are in receipt of a special invitation to take part in the Offer, hereafter known as the Referrer ("the Referrer").
2. The Offer runs from 1st September 2020 ("the Offer Period") and provides that, subject to eligibility and the Offer conditions herein, if the Referrer refers a Limited Company business ("the Referred") and the Company accepts the Referred's request to use the Service on an on-going basis, the Referrer shall be entitled to receive a Reward ("the Reward") in accordance with these terms and conditions.
3. The Referrer will obtain the consent of the Referred for their contact details to be passed to the Company. Upon receipt of the contact details, the Company will have a legitimate interest to process the information of the Referred. The company shall use the information received from the Referrer to discuss its services, offers and product information with the Referred by e-mail, SMS or phone. The details of the Referred will not be used by us for other marketing purposes unless consent is expressly given by the Referred by sending an email to privacy@xtractaccounting.co.uk. For more detail on how the Company will use your information please refer to our [Privacy Notice](#).

Eligibility

4. For the Referrer to become eligible to receive the Reward, the Referred must:
 - 4.1 Have been referred by the Referrer during the Offer Period,
 - 4.2 Have signed the Letter of Engagement for the Service ("the Service Commencement") within 14 days of the referral,
 - 4.3 Be already trading or have commenced trading within 3 months of the Service Commencement,
 - 4.4 Have paid at least 2 monthly fee payments to the Company, in full and on-time by direct debit payment within the first 3 months of the Service Commencement.

Reward

5. The Reward available to the Referrer will be £100.00 to spend online at <https://www.love2shop.co.uk/>, and can be used to purchase Gifts, e-Gifts and Gift Cards for an array of retailers. Please see the above website for further information on the retailers available.
6. The Reward is subject to availability and the terms and conditions herein.
7. Only one Reward can be claimed by the Referrer per referral.
8. By using the Reward, the Referrer also agrees to be bound by the Terms and Conditions of the Reward provider stated in clause 5 above. For more information, please refer to the providers website as detailed above.
9. The Reward provider, as stated in clause 5 above, cannot deliver physical Gift card purchases to addresses outside of the UK. The Company will not be held responsible or liable for any loss or damages incurred as a result.
10. The Company reserves the right to supply an alternative Reward of equal value where the Reward as described in clause 5 above is not available to the Company for whatever reasons.
11. No cash alternatives will be offered in place of the Reward.
12. The Company reserves the right to determine when to issue the Reward to the Referrer.
13. The Company will use all reasonable endeavours to ensure the secure and successful delivery by email of the Reward to the Referrer, subject to the terms and conditions herein, within 14 days after the eligibility conditions as described in clause 4 above being satisfied. The Company will not be held responsible or liable for any non-delivery caused by factors outside of the Company's control or for any wrongful use of the Reward once it has been delivered.

Conditions to be satisfied

14. Referrers are required to provide the following information to the Company by email to hello@xtractaccounting.co.uk to become eligible to receive the Reward stated in clause 5 above:
 - 14.1 Referrer's full name,
 - 14.2 Referrer's email address,
 - 14.3 Confirmation that the Company is permitted to contact the Referred,
 - 14.4 Referred's full name,
 - 14.5 Referred's email address,
 - 14.6 Referred's telephone number,
15. The Referred must confirm to the Company during the initial consultation that they were referred to the Company by the Referrer.
16. It is a condition of the Offer that the Referred has not previously been a client of the Company, at any time in the past.
17. Where the Referrer is an existing or former client of the Company and they have outstanding fees owing to the Company or where the Company are in the process of completing cessation accounts for the Referrer, the Company reserves the right to withdraw the Offer and the Referrer will not be eligible to receive the Reward.
18. The Referrer shall only be eligible for the Reward where they have complied with the obligations set out within these terms and conditions.
19. If the Referred does not satisfy any of the eligibility criteria described in clause 4 above, the Company reserves the right to withdraw the Offer and the Referrer will not be eligible to receive the Reward.
20. In the event that the Referred's engagement with the Company for the Service is terminated for any reason (irrespective of fault) in accordance the termination conditions for the Service as stated in the Letter of Engagement, and within 3 months of the Service Commencement, the Company reserves the right to withdraw the Offer and the Referrer will not be eligible to receive the Reward.
21. If the Reward is not claimed by the Referrer within 6 months of making the referral to the Company, the Company reserves the right to withdraw the Offer and the Referrer will no longer be eligible to receive the Reward.
22. The Referrer accepts full responsibility for the tax consequences of receiving the reward, if any, including the declaration of income to the tax authorities at the appropriate time and for paying any taxes which may become due and at the appropriate time. The Company cannot be held responsible or liable for any loss or damages as a result of the Referrer's compliance or non-compliance with the applicable tax laws.

General conditions of the Offer

23. All queries or comments relating to the Offer should be sent by email to hello@xtractaccounting.co.uk with the subject line "Refer a Friend Offer".
24. The Referred is not guaranteed acceptance to use the Service by sole virtue of their referral from the Referrer. The Company reserves the right to refuse the Referred's request to use the Service, at its discretion and without notifying both the Referrer and the Referred of this decision. Under this circumstance, the Company reserves the right to withdraw the Offer and the Referrer will no longer be eligible to receive the Reward.
25. From time to time, the Company may at its discretion introduce a temporary special offer whereby the value of the Reward, as described in clause 5 above, is increased during the special offer period. If the Referrer makes a referral during the special offer period, they will be entitled to receive the increased Reward subject to availability and the normal terms and conditions herein.
26. The Offer will only apply at the discretion of the Company.
27. The Offer may be used in conjunction with other offers or promotions at the discretion of the Company.
28. The Offer is available only to persons who can form legally binding contracts under English law. Without prejudice to the foregoing, the Offer is not available to individuals under the age of 18.
29. The Company reserves the right to vary, alter, amend, or foreclose the Offer without prior notice or liability. Any Referrer who qualifies for the Offer agrees to indemnify and hold the Company harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Company may sustain, suffer or incur as a result of the Company agreeing to provide the Offer to the Referrer.

30. In circumstances where the Offer is varied, altered, or amended, the updated terms and conditions will be made available to view on our website and the issue date published at the bottom of this document. It remains the responsibility of the Referrer and the Referred to ensure that they regularly check our website for updated terms and conditions.
31. By participating in the Offer, the Referrer and the Referred will be deemed to have read and understood these terms and conditions and be bound by them.
32. The Offer is run in accordance with, and will be governed by, the laws of England.

Issue Date – 8th February 2021.