

CANDIDATE REFERRAL SCHEME TERMS AND CONDITIONS

These terms and conditions apply to the NQSolicitors.com Candidate Referral Scheme (the “Scheme”). References to “the Company”, “we”, “us” and “our” mean NQ Recruitment Ltd, the owner and operator of NQSolicitors.com. By participating in the Scheme, a Referrer agrees to be bound by these terms and conditions.

1. DEFINITIONS

In these terms:

- “Company” means NQ Recruitment Ltd, (company number 09829178) whose registered office is at 77 Kingsfield Road, Watford, Hertfordshire, WD19 4TP.
- “Platform” means NQSolicitors.com, a recruitment platform that is owned and operated by the Company.
- “Referrer” means an individual who refers a candidate to the Platform and who meets the eligibility criteria set out below.
- “Referred Candidate” means a candidate who meets the criteria set out in clause 3.
- “Qualifying Placement” means a placement which meets the criteria set out in clause 4.
- “Agency Model Placement” means a placement where the Company introduces, represents or otherwise acts in relation to the candidate and is entitled to receive a placement, introduction or recruitment fee from the hirer in respect of that candidate.
- “Subscription Model Placement” means a placement, hire or engagement made by a hirer or law firm through any subscription, direct-access, database-access or similar product offered by the Company, where the Company is not entitled to a recruitment fee.

2. REFERRER ELIGIBILITY

To be eligible for a referral reward, the Referrer must:

- have activated a candidate account on the Platform;
- have authenticated the email address connected to that candidate account;
- not be referring themselves.

The Referrer does not need to have ‘gone live’ on the Platform in order to participate in the Scheme.

The Company may also designate an individual as an approved Referrer at its discretion.

Employees, directors, consultants, contractors or representatives of the Company, the hirer, or any person professionally involved in the relevant recruitment process are not eligible to claim a referral reward unless the Company confirms otherwise in writing.

3. REFERRED CANDIDATE ELIGIBILITY

A Referred Candidate must:

- be a trainee solicitor or qualified solicitor who is suitable for registration on the Platform;
- register on the Platform as a candidate in their own name;
- enter the Referrer's authenticated email address in the relevant referral field when registering, or otherwise have the referral validly recorded by the Company before the relevant recruitment process commences;
- be successfully placed by the Company in a Qualifying Placement.

A candidate who is already registered on the Platform, already known to the Company, already in an active recruitment process via the Platform, or already introduced to the relevant hirer will be excluded from the Scheme at the Company's discretion.

4. QUALIFYING PLACEMENTS

A placement will only qualify for a referral reward where all of the following conditions are satisfied:

- the Referred Candidate is placed by the Company through an Agency Model Placement;
- the placement is a permanent role or a fixed-term/contract role of at least six months' duration;
- the hirer has paid the Company's relevant placement fee in full;
- the Referred Candidate has started the role; and
- the Referred Candidate has completed three months' service in the role.

For the avoidance of doubt, the Scheme does not apply to temporary placements, placements of less than six months' duration, Subscription Model Placements, or any placement where no placement fee is payable to the Company.

No reward will be payable if the Referred Candidate leaves the relevant placement, for any reason, before completing three months' service.

5. REFERRAL REWARD

Subject to these terms, the Referrer will be eligible to receive a referral reward of £1,000 for each Referred Candidate who is placed in a Qualifying Placement.

Only one referral reward is payable per Referred Candidate. If more than one person claims to have referred the same candidate, the reward will normally be payable to the Referrer whose authenticated email address was first validly recorded by the Company, unless the Company determines otherwise at its sole discretion.

The referral reward cannot be split, transferred or assigned without the Company's prior written agreement.

6. RECORDING AND VALIDATING A REFERRAL

The Referred Candidate must enter the Referrer's authenticated email address accurately when prompted during the registration process, or the referral must otherwise be validly recorded by the Company before the relevant recruitment process has commenced.

The Company's records will be the primary evidence used to determine whether a referral has been validly made.

The Company is not responsible for a referral not being recorded because the Referred Candidate entered the wrong email address, omitted the email address or used an unverified email address. The Company may, at its discretion, accept alternative evidence of a valid referral.

7. CLAIMING AND RECEIVING THE REWARD

The Company may contact the Referrer once it has identified that a referral reward may be payable. The Referrer must provide any information reasonably requested by the Company to verify the claim and process the reward, including the Referrer's full name, authenticated email address, the name of the Referred Candidate, identity verification information and payment details.

Where a Referrer believes that he/she is entitled to a reward but has not been contacted by the Company, he/she should email info@nqsolicitors.com within six months of the Referred Candidate starting the relevant placement.

Any claim or requested payment information received more than six months after the Referred Candidate starts, the relevant placement may be declined at the Company's sole discretion.

The referral reward will be issued only after the conditions in clause 4 have been satisfied and the Company has received all information reasonably required to validate and process the reward.

The referral reward may be paid by bank transfer, voucher or another method determined by the Company. Any tax, National Insurance or other liability arising in connection with the reward is the sole responsibility of the Referrer.

For the avoidance of doubt, the reporting of any reward to a relevant tax authority and any tax liability that may arise due to the payment of any reward is solely the concern of the Referee, and not the Company.

8. FRAUD, ABUSE AND INVALID REFERRALS

The Company reserves the right to refuse, withhold or recover a referral reward where it reasonably believes that:

- a referral is false, misleading, duplicated, fraudulent or abusive;
- a candidate profile, referral or account has been created for the purpose of manipulating the Scheme;
- the Referrer or Referred Candidate has breached these terms or the Platform's Terms of Use & Acceptable Use Policy.
- the Referrer is not eligible to participate in the Scheme; or
- there is any other reason to doubt the validity of the referral or the reward claim.

The Company may choose to verify the identity and eligibility of any Referrer or Referred Candidate before issuing a reward.

9. DATA PROTECTION AND COMMUNICATIONS

The Scheme is designed so that the Referred Candidate registers with the Platform themselves and enters the Referrer's authenticated email address during the registration process.

Referrers should not submit another person's personal data to the Company unless they have that person's permission to do so. Referrers should also avoid sending referral messages to anyone who would not reasonably expect to receive them.

The Company will process personal data connected with the Scheme for the purposes of recording referrals, administering the Scheme, validating reward claims, making reward payments, preventing fraud or abuse, and complying with legal and regulatory obligations. Personal data will be processed in accordance with The Platform's privacy notice.

The Company may disclose limited information regarding the Referred Candidate to the Referrer where reasonably necessary to administer the Scheme, for example to confirm whether a reward is payable. The Company will not disclose confidential candidate information to a Referrer beyond what is necessary for the administration of the Scheme.

10. CHANGES TO THE SCHEME

The Company reserves the right to amend, suspend or withdraw the Scheme at any time. Any change or withdrawal will be notified by an announcement on the Platform or by such other method as the Company considers appropriate.

Any amendment, suspension or withdrawal of the Scheme will not affect a referral that was validly recorded before the change took effect, provided that the referral later satisfies all requirements for a referral reward under these terms.

11. GENERAL

The Company's decision on whether a referral is valid, whether a placement is a Qualifying Placement and whether a reward is payable is final.

These terms are governed by the law of England and Wales. Any dispute arising in connection with the Scheme shall be subject to the exclusive jurisdiction of the courts of England and Wales.