



CAA Properties

## Trusted Partner Programme

### REFERRAL AGREEMENT

This Referral Agreement (the "**Agreement**") is entered into \_\_\_\_\_ (the "**Effective Date**"), by and between **CAA Properties (London) Ltd**, with an address of 5<sup>th</sup> Floor, The Grange, 100 HighStreet, Southgate, London N14 6BN (the "**Company**") and

\_\_\_\_\_, with an address of \_\_\_\_\_, (the "**Trusted Partner**"), collectively "the **Parties**."

1. **Purpose.** Company is in the business of property development businesses like Renovation projects of existing properties, new builds, run down properties and commercial development, Residential Sales, Residential Lettings & Mortgages. Company is desirous of gaining additional clients/customers for any of the above business purpose. Trusted Partner is in a position to refer potential clients/customers to Company.
2. **Referral Arrangement.** Upon the Effective Date of this Agreement, Trusted Partner may, from time to time, refer potential clients/customers to Company. Company will pay Affiliate a fee for these referrals.
3. **Compensation.** Company shall pay Trusted Partner as specified below, for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of Company and upon receipt of the respective payments appertaining to the said referred business. A valid referral candidate is a potential client/customer that meets the specifications stated in Section 1 above. Company shall pay Trusted Partner within thirty (30) days of a completed referral, where a completed referral will be the engagement of the new client/customer or definitive action that the referral will not become a new client/customer.

Renovation projects referrals will be paid up to 3% of the project value excluding VAT. Referral commissions of up to £500 one off per Residential Sales upon completion, referral commission of £200 one off per Residential Lettings upon completion and referral commission of £250 one off per confirmed Mortgage client. Customer acquisition bonuses also paid for Utility switch and Security smart alarms referrals.

4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until \_\_\_\_\_.
5. **Confidentiality.** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Trusted Partner in order for Trusted Partner to seek out potential referrals. Trusted Partner will not share any of this proprietary information at any time. Trusted Partner also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.



6. **Termination.** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other party. Upon termination, Company shall pay Trusted Partner all compensation due and owing for referrals made prior to the date of termination, but not yet paid.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Disclaimer of Warranties.** Trusted Partner shall refer potential clients/customers as requested by Company. TRUSTED PARTNER DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. TRUSTED PARTNER HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United Kingdom and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.



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15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the country in which both Parties do business. In the event, that the Parties do business in different countries, this Agreement shall be governed by English law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event, that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

### **"COMPANY"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

### **"TRUSTED PARTNER"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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