



THE LIVEWELL SYNDICATE · AGREEMENT

Workplace referral scheme.

The terms on which we reward individuals for introducing us to businesses that go on to buy a workplace health and performance package.

The Livewell Syndicate Ltd

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Agreement	WRS/2026/08	V2.1	25/09/2026	Referrer

Knowledge gives you control over your health.

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Parties and purpose.

These terms govern the Workplace Referral Scheme operated by The Livewell Syndicate Ltd, a company incorporated in England and Wales with registered number 12929061, whose registered office is at Unit L3, Base Business Space, Chamberlain Road, Hull, HU8 8HL (the Supplier, we, us, our).

These terms are effective from 24/08/2026 and apply between us and any individual who registers a referral under the Scheme (the Referrer, you, your).

The Scheme pays individuals for introducing us to businesses that go on to purchase a workplace health and performance package from us.

By registering a referral you accept these terms in full. Please read them before you introduce anyone to us.

Section 1: Definitions and interpretation.

1. In these terms, the following words are defined:

TERM	MEANING
Attribution Period	the 90 days beginning on the date we confirm a Registration as eligible under Section 5.
Contract	a written agreement for the supply of our services to a Referred Business, signed by both parties.
Contract Value	the total charges payable by the Referred Business under the Contract for the first twelve (12) months of supply, excluding VAT and excluding any expenses, disbursements or third party costs recharged at cost.
Credit	a non transferable credit against our services, issued under Section 9.
Introduction	an introduction made in accordance with Section 6.
Referred Business	the business named in a Registration.
Referrer, you, your	the individual who submits a Registration.
Registration	a submission through our referral registration form.
Reward	the cash sum or Credit payable under Section 8 or Section 9.
Scheme	the Workplace Referral Scheme described in these terms.
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. In these terms, unless the context requires otherwise:
 - a. the singular includes the plural and vice versa;
 - b. references to Sections and clauses are to the Sections and clauses of these terms;
 - c. a reference to legislation includes any amendment or re-enactment of it; and
 - d. “including” is understood to mean “including without limitation”.

Section 2: Eligibility to participate.

3. You may take part in the Scheme if you are an individual aged eighteen (18) or over and resident in the United Kingdom.
4. You may not take part in the Scheme if you are:
 - a. a director, employee, worker or contractor of The Livewell Syndicate, or a member of their immediate household;
 - b. already engaged by us under a separate commercial agreement covering introductions, agency, affiliate or commission arrangements; or
 - c. a person we have notified in writing is excluded from the Scheme.
5. Participation is voluntary. It does not oblige you to make any Introduction, and it does not oblige us to accept any Registration.

Section 3: Qualifying businesses.

6. A Referred Business qualifies only if all of the following apply:
 - a. it is a business registered or established in the United Kingdom;
 - b. it is not, at the date of Registration, a client of ours;
 - c. we have not, at the date of Registration, contacted it or been contacted by it in relation to our services within the previous twelve (12) months;
 - d. it is not, at the date of Registration, the subject of an earlier Registration that remains within its Attribution Period; and
 - e. the resulting Contract has a Contract Value of £7,500 or more.
7. We will decide whether a Referred Business qualifies, acting reasonably. We will base that decision on our dated records of prior contact and of existing client relationships. If you disagree with the decision, you may ask us to review it under Section 17.
8. We are not obliged to approach, engage with, quote for or contract with any Referred Business, and we may decline to do so for any reason.

Section 4: Registration.

9. You must submit a Registration **before** you make any Introduction and before you discuss us with the Referred Business in any substantive way.
10. A Registration must give the name of the Referred Business, your contact details, the name and job title of the person you propose to introduce us to, and the declarations required by Section 7.
11. If you make an Introduction before submitting a Registration, no Reward is payable, even if a Contract results.

Section 5: Eligibility confirmation.

12. We will tell you within two (2) Working Days of your Registration whether the Referred Business qualifies.
13. Where we confirm that it qualifies, the Attribution Period begins on the date of that confirmation.
14. Where we tell you it does not qualify, you must not make an Introduction under the Scheme. We are not required to tell you why, and we will not disclose information about our client relationships or our pipeline.

Section 6: Making the introduction.

15. Once we confirm eligibility, you should make the Introduction by email, copying us in, or by another method we agree with you in writing.
16. You must not provide us with the personal data of any third party, including the names, email addresses or telephone numbers of individuals at the Referred Business, other than the name and job title given in your Registration, unless that individual has agreed to be introduced to us.
17. You must not make any representation, promise, warranty or statement about us, our services, our prices or the outcomes our services achieve. You are not our agent and you have no authority to bind us or to negotiate on our behalf.
18. You must not use our name, logo or branding in any advertising or promotional material without our prior written consent.
19. Where you promote the Scheme publicly, including on social media, you must make clear that you may receive a payment from us. This reflects the disclosure requirements of the UK Code of Non-broadcast Advertising and Direct and Promotional Marketing.

Section 7: Disclosure and anti-bribery.

20. This Section is a condition of the Scheme. We will not pay a Reward where it is not satisfied.
21. You warrant that you have not offered, promised, given, requested, agreed to receive or accepted any financial or other advantage in connection with the Introduction, other than the Reward payable under these terms.
22. You must tell us in your Registration whether you are employed or engaged by the Referred Business, and whether you would make or influence a decision to purchase services such as ours.
23. Where you are employed or engaged by the Referred Business, you consent to us disclosing the existence and amount of your Reward to that business. We will include a statement to that effect in any written proposal we issue to it.
24. Where you would be the sole decision maker in relation to the purchase, no Reward is payable unless a director or other authorised officer of the Referred Business, who is not you, confirms in writing before the Contract is signed that they are aware of the Reward and have no objection to it.
25. You must comply with the Bribery Act 2010 and with any anti-bribery, gifts, hospitality or conflicts of interest policy applying to you, including any policy of the Referred Business or of its customers. You are responsible for satisfying yourself that participation does not breach any such policy or any term of your employment.
26. We may withhold or reclaim a Reward, and remove you from the Scheme, where we reasonably believe this Section has been breached.

Section 8: The reward.

27. Subject to these terms, we will pay a Reward where a Contract is signed with a Referred Business within its Attribution Period.
28. The Reward is banded on Contract Value as follows:

CONTRACT VALUE (EXCLUDING VAT)	CASH REWARD
£7,500 to £14,999	£750
£15,000 to £29,999	£1,250
£30,000 or more	£2,500

29. Contract Value is fixed by reference to the Contract as signed. Later variations, additions, reductions, renewals or extensions do not change the band and do not give rise to any further Reward.

30. Only one Reward is payable per Referred Business, however many Registrations are made and whatever the size or number of Contracts.
31. Where more than one Registration is made for the same Referred Business, the earliest Registration we confirm as eligible takes priority. No Reward is payable to any other Referrer.
32. Rewards are inclusive of VAT where VAT is chargeable. Where you are registered for VAT and the Reward is consideration for a supply made by you in the course of your business, you must provide a valid VAT invoice and the Reward will be treated as VAT inclusive.
33. The total Rewards payable to any one Referrer in any twelve (12) month period shall not exceed £10,000. Where you exceed or are likely to exceed this limit, we may invite you to enter into a separate introducer agreement in place of continued participation in the Scheme.

Section 9: Credit instead of cash.

34. You may elect to take the Reward as Credit in place of cash, at 1.6 times the cash value:

CASH REWARD	CREDIT VALUE
£750	£1,200
£1,250	£2,000
£2,500	£4,000

35. You must make your election at the time the Reward becomes payable under Section 10. Once made, the election is final and Credit cannot later be exchanged for cash.
36. Credit:
 - a. is valid for twelve (12) months from the date of issue and expires on the anniversary of issue, whether used or not;
 - b. is personal to you and may not be transferred, sold or assigned;
 - c. may be redeemed against blood testing and metabolic gas analysis; and
 - d. has no cash value and will not be refunded.
37. Where a redemption exceeds the Credit remaining, you must pay the balance at our standard rates in force at the time.

Section 10: Payment of rewards.

38. The Reward becomes payable once all of the following have occurred:
 - a. the Contract has been signed within the Attribution Period;

- b. the Referred Business has paid, in full and in cleared funds, its first three (3) monthly invoices, or, where the Contract provides for payment annually or otherwise in advance, has paid in full and the Contract has been in force for ninety (90) days;
 - c. the Contract has not been terminated, cancelled or suspended; and
 - d. Section 7 has been satisfied.
39. We will pay a cash Reward by bank transfer within fourteen (14) days of it becoming payable, to a United Kingdom bank account in your own name. We will not pay into a third party account.
40. We will not ask for your bank details until the Reward becomes payable. Please do not send them before that point.
41. We will issue Credit within fourteen (14) days of the Reward becoming payable.
42. We may set off against any Reward any sum you owe us.

Section 11: When no reward is payable.

43. No Reward is payable where:
- a. the Introduction was made before Registration, or before we confirmed eligibility;
 - b. the Referred Business does not qualify under Section 3;
 - c. the Contract is signed after the Attribution Period has expired;
 - d. the Contract Value is below £7,500;
 - e. the Contract is terminated, cancelled or suspended, or the Referred Business defaults on payment, before the conditions in clause 38 are met;
 - f. Section 7 is not satisfied;
 - g. you have breached these terms; or
 - h. we reasonably believe the Registration or Introduction to be fraudulent, artificial, or made in order to circumvent these terms, including by registering a business you know we are already speaking to.
44. Where a Contract is signed shortly after the Attribution Period expires, we may at our sole discretion still pay the Reward. Any such payment is made on a one off basis and does not create a precedent or an entitlement.

Section 12: Tax.

45. A Reward is likely to be taxable income in your hands. You are solely responsible for declaring it to HM Revenue and Customs and for paying any tax and National Insurance due on it.

- 46. We will not deduct tax at source and we do not operate PAYE in respect of Rewards.
- 47. We do not provide tax advice. Where you are unsure of your position, take advice from an accountant or from HM Revenue and Customs.

Section 13: Data protection.

- 48. We will process your personal data in accordance with our privacy notice at www.livewellsyndicate.com/privacypolicy and with the UK General Data Protection Regulation and the Data Protection Act 2018.
- 49. We process the personal data contained in your Registration in order to administer the Scheme and to pay Rewards. Our lawful basis is the performance of a contract with you and our legitimate interests in operating the Scheme.
- 50. We retain Registration records for six (6) years, so that we are able to evidence attribution decisions, payments and compliance with Section 7.
- 51. You are responsible for ensuring that you have a lawful basis for providing us with the personal data of any third party, and you must comply with clause 16.

Section 14: Confidentiality.

- 52. We will not disclose to you the terms, value or existence of any Contract beyond confirming the band under which your Reward falls.
- 53. Where we give you any confidential information about our business, our pricing or our clients, you must keep it confidential and use it only for the purposes of the Scheme.

Section 15: Status of the referrer.

- 54. Nothing in these terms creates a contract of employment, a worker relationship, a partnership, a joint venture or an agency between you and us.
- 55. You are not entitled to any employment rights, benefits, pension, holiday pay or expenses in connection with the Scheme.
- 56. You may take part in referral schemes operated by others. The Scheme is not exclusive.

Section 16: Variation and termination of the scheme.

- 57. We may change these terms at any time by publishing a revised version. The version in force at the date of your Registration governs that Registration.

- 58. We may suspend or close the Scheme at any time. Where we do, we will honour Registrations already confirmed as eligible for the remainder of their Attribution Period.
- 59. We may remove you from the Scheme at any time where you breach these terms or where we reasonably consider your continued participation to be inappropriate.

Section 17: Decisions and disputes.

- 60. Decisions on eligibility, attribution, Contract Value and entitlement are made by us acting reasonably. We will explain the basis of a decision on request, subject to Section 14.
- 61. Where you disagree with a decision, write to us at hello@livewellsyndicate.com within thirty (30) days. We will review the decision and respond within fourteen (14) days. On a review, we will confirm the date of our earlier record relating to the Referred Business, but we will not disclose the terms of any client relationship.
- 62. Nothing in this Section affects your statutory rights or your right to bring proceedings.

Section 18: Liability.

- 63. Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.
- 64. Subject to clause 63, we are not liable for any loss of profit, loss of opportunity, or indirect or consequential loss arising from the Scheme.
- 65. Subject to clause 63, our total liability in connection with any single Registration is limited to the value of the Reward that would have been payable in respect of it.

Section 19: General.

- 66. You may not assign or transfer your rights under these terms.
- 67. Where any provision is found to be unenforceable, the remaining provisions continue in force.
- 68. A failure or delay by us in enforcing a provision is not a waiver of it.
- 69. These terms, together with your Registration and our eligibility confirmation, form the entire agreement between us in relation to the Scheme.
- 70. A person who is not a party to these terms has no right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

Section 20: Governing law and jurisdiction.

71. These terms, and any dispute or claim arising out of or in connection with them, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Contact.

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