

STAR PUBS & BARS – LICENSEE REFERRAL SCHEME 2020
REFERRAL SCHEME TERMS & CONDITIONS (LONG-FORM) v1 04.03.20

Star Pubs & Bars – Licensee referral scheme Terms & Conditions Long-Form August 2020

The Referral Scheme Terms & Conditions (defined below) prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. By participating in the Referral Scheme (defined below), all Referrers (defined below) shall be deemed to have accepted, and shall be bound by, the Referral Scheme Terms & Conditions. Please retain a copy of the Referral Scheme Terms & Conditions for your information.

The personal data provided by entrants will only be used by the Promoter for the purpose of conducting the promotion and at all times in accordance with the Data Protection Act 2018 and the Promoter's Privacy Policy (available at <https://starpubs.co.uk/privacy-policy>). From time to time, the Promoter may share entrants' personal data with their agents/representatives to assist with administering the promotion and contacting entrants (as necessary) and/or fulfilling the prize(s).

Definitions

- (a) **“Non Qualifying Employee”** means any Heineken group employee whose job title/grade is below:
- Job grade 20 or above
 - Business Development Managers
 - Estates Managers
 - Recruitment Support Managers
- (b) **“Referrer”** means any individual (other than the Job Applicant or a Non Qualifying Employee) who refers the Job Applicant and is named as the “referrer” on the Job Applicant's application/registration form for an on-trade licensee role or pub vacancy submitted directly via the Promoter's website;
- (c) **“Job Applicant”** means the individual who is referred by the Referrer and submits an application/registration form, which includes the name of the Referrer as the “referrer”, for an on-trade licensee role or pub vacancy directly via the Promoter's website;
- (d) **“Referral Scheme”** means the Promoter's “Licensee Referral Scheme”;
- (e) **“Referral Scheme End Date”** means 31 December 2021;
- (f) **“Promoter”** means Star Pubs & Bars Limited, 3-4 Broadway Park, South Gyle Broadway, Edinburgh, EH12 9JZ (company number: SC250925);
- (g) **“Reward”** means £2,000 payable to Referrers only upon satisfaction of the conditions set out in the Referral Scheme Terms & Conditions; and
- (h) **“Referral Scheme Terms & Conditions”** means these terms and conditions of the Referral Scheme, including any entry instructions provided by the Promoter in relation to the Referral Scheme.

Referral Scheme Terms & Conditions

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1. The Referral Scheme is open to Referrers only.
2. The Referrer shall be automatically entered into the Referral Scheme upon the Job Applicant submitting an application/registration form, which includes the name of the Referrer as the “referrer”, for an on-trade licensee role or pub vacancy directly via the Promoter’s website (<https://starpubs.co.uk/>) before the Referral Scheme End Date. Entries must be made personally by the Job Applicant. No entries submitted via any other means shall be accepted.
3. Proof of application/registration submission by the Job Applicant does not constitute proof of receipt by the Promoter. The Promoter does not accept any responsibility for the non-receipt or late receipt of any application/registration under any circumstances. The Promoter cannot guarantee secure or uninterrupted access to the Promoter’s website (<https://starpubs.co.uk/>). The Terms of Use of the Promoter’s website (<https://starpubs.co.uk/>) apply. Standard network rates apply.
4. The Job Applicant may nominate only one Referrer as their “referrer” for the Referral Scheme before the Referral Scheme End Date. The Referrer may be entered into the Referral Scheme an unlimited number of times by an unlimited number of Job Applicants before the Referral Scheme End Date.
5. In addition to the conditions set out in clause 6 below, in order for the Referrer to qualify for the Reward, the following conditions must be satisfied:
 - 5.1 the Job Applicant must not be, or have ever been, an on-trade licensee of the Promoter; and
 - 5.2 the Job Applicant must never have spoken to, corresponded with or otherwise communicated with the Promoter with a view to becoming an on-trade licensee of the Promoter on any previous occasion.
6. The Reward shall be split into two separate instalments of:
 - 6.1 £500, payable when the Job Applicant submits a business plan to the Promoter which has been verified and signed by a chartered accountant and which is approved by the Promoter; and
 - 6.2 £1,500, payable when the Job Applicant becomes an on-trade licensee of a leased and tenanted pub owned by the Promoter (or any of its subsidiaries) on a pub lease agreement of three or more years’ duration (not by virtue of an assignment) and has invested a minimum of £10,000 of its own, unborrowed funds into such pub or
 - 6.3 £1,500 payable when the Job Applicant becomes an on-trade licensee of a Just Add Talent pub owned by the Promoter (or any of its subsidiaries)
7. If the Job Applicant satisfies all of the conditions set out in clauses 5 and 6 above, the Promoter shall pay the relevant instalment(s) of the Reward to the Referrer by BACS transfer or in the case of Heineken UK employees, through the payroll system. The reward will be subject to Tax and National Insurance at the Referrer’s standard rate.
8. All payments of the Reward are subject to income tax and any other applicable taxes under applicable law. All applicable taxes (including, without limitation, national and local taxes) in connection with payment of the Reward, and any reporting obligations thereof, are the sole responsibility of the Referrer.

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9. The Referral Scheme shall continue in full force and effect until the Referral Scheme End Date. All entries submitted before the Referral Scheme End Date shall be valid entries for the purposes of qualification for, and payment of, the Reward, subject to satisfying the conditions set out in clauses 5 and 6 above.
10. The decision of the Promoter in all matters is final and binding.
11. The Promoter reserves the right to amend or cancel the Referral Scheme and the Referral Scheme Terms & Conditions due to circumstances or events arising beyond its control.
12. The Promoter reserves the right to refuse to provide the Reward where there is a breach of any of the Referral Scheme Terms & Conditions or any applicable law.
13. The Referral Scheme Terms & Conditions, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law. The Promoter and each Referrer irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Referral Scheme Terms & Conditions (including any non-contractual disputes or claims).