

## 'Who Do You Know?' The Pub Partner Referral Scheme Terms & Conditions (March 2022)

### The Scheme

1. The Scheme (as defined below) is administered by Marston's PLC (company number 00031461), with its registered office address at Marston's House, Brewery Road, Wolverhampton, WV1 4JT ("**Marston's**", "**we**", "**our**").
2. Subject to these terms and conditions, if you are an individual other than: (i) a member of Marston's Resourcing team, HRBP team or Operations team (including Directors, Heads Of, Operations Managers, Area Operations Managers and Trainee Operations Managers), or (ii) a person who has entered into a Retail agreement, Pillar agreement, Foundation agreement, Tenancy agreement or any other self-employed pub partnership agreement with Marston's or any Marston's group company ("**Self-Employed Agreement(s)**") with Marston's ("**Eligible Participant**", "**you**"), you are eligible to take part in this Referral Scheme ("**Scheme**") giving you the chance to receive to up to £1,000 in referral incentives ("**Referral Incentive(s)**"). Eligible Participants must be over 18 years of age, resident in the UK and have a UK bank account in their own name. Proof of age ID and/or bank account verification may be required.
3. Referrals will only be valid for eligible roles. The current eligible roles under this Scheme are those where the individual is a party to any Self-Employed Agreement(s) ("**Eligible Roles**").
4. The Scheme commences on 6 March 2022 and is expected to run for an initial term of 9 months up to, and including, 5 December 2022 ("**Term**"). We may however extend the Term, or close it early, at our sole discretion. If we do close the Scheme early, any valid referrals made prior to the date of closure or Term expiry will be honoured but it will be closed to new referrals. No Referral Incentive will be payable in respect of any individual already in discussion with Marston's in relation to a Self-Employed Agreement before the start date of the Scheme.
5. You may make as many referrals for Eligible Roles as you like during the Term.
6. By making a referral you agree to be bound by and to observe these terms and conditions.

### Eligibility and Criteria

7. All Eligible Participants can participate in the Scheme, provided that:
  - a. the referral is for an Eligible Role at a Marston's site not currently operated by the Eligible Participant or an immediate family member of the Eligible Participant.
  - b. the referral is for a vacancy for an Eligible Role only. We reserve the right to remove, substitute or change Eligible Roles from time to time in accordance with business needs.
  - c. the referred candidate must not have been employed by, or party to a Self-Employed Agreement within the previous 5 years before the date of referral.
8. You must make all referrals for Eligible Roles in one of the following two ways:
  - a. details of the referred candidate (name, contact number, email address) may be emailed to Marston's Resourcing team at [whodoyouknow@marstons.co.uk](mailto:whodoyouknow@marstons.co.uk). In accordance with the Data Protection Act 2018, the referred candidate must be notified in advance and consent to their details being passed to Marston's for processing in connection with a vacancy and in accordance with Marston's Privacy Policy (which can be found at [www.marstonpubs.co.uk/contact/privacy-policy/](http://www.marstonpubs.co.uk/contact/privacy-policy/)) (the "**Privacy Policy**"). Obtaining such consent is the responsibility of each Eligible Participant. Marston's may ask for evidence or compliance with this condition and failure to provide may result in disqualification from the Scheme and any Referral Incentives will be forfeit; or

- b. alternatively, the Eligible Participant can submit their details and the details of the referred candidate by completing an electronic form at [www.runamarstonpub.co.uk/refer-a-friend/](http://www.runamarstonpub.co.uk/refer-a-friend/). Again, it is the responsibility of each Eligible Participant to submit all required information and failure to comply with this condition may result in disqualification from the Scheme and any Referral Incentives will be forfeit.
9. No other methods of referral will be valid or accepted under this Scheme.
10. Once a successful application has been made, confirmation of acceptance of your participation on this Scheme will be provided by the Marston's Resourcing Team.
11. Payment will only be processed upon receipt of a fully completed, valid payment form.
12. If the same candidate is referred by more than one Eligible Participant, the Referral Incentive will be paid to the person who made the first valid referral in accordance with these terms and conditions. Our decision is final in this respect.
13. An Eligible Participant will not be entitled to receive any Referral Incentives under this Scheme in the event that the referred candidate is already on Marston's applicant tracker database of candidates (actual or prospective) for employed roles with, or self-employed roles (including any Self-Employed Agreement(s)) at, Marston's at the date of referral or if the candidate has already been considered for an Eligible Role within the 12 months prior to the date of referral.
14. For the avoidance of doubt, an Eligible Participant cannot recommend themselves or a third party who is already employed by Marston's, whether on a permanent, temporary or probationary basis. Nor can they recommend themselves or a third party who is currently party to a Self-Employed Agreement or has been in the last 3 years.

#### **Data Protection**

15. Once a candidate has been referred under this Scheme, all further communication will be made directly to the candidate. We are prevented from sharing details of the application and recruitment process with you directly. Candidates may update you if they so wish.
16. All applications will be processed in a confidential manner and in accordance with the Data Protection Act 2018 and the Privacy Policy.

#### **Referral Incentive**

17. In the event an offer is made to a referred candidate which is accepted, a Referral Incentive of £1,000 will be processed, as soon as reasonably practical after 90 days of commencement of a Self-Employed Agreement, subject to receipt of a fully completed, valid payment form.
18. Referral Incentives will be paid via BACS transfer, to the bank account details submitted on our payment form. The Referral Incentives and methods of payment are non-transferrable, and no alternatives can be offered or arranged. No further payments or incentives will be paid or become due. All personal details on the payment form (including bank details) will only be held by Marston's for 90 days after commencement of a Self-Employed Agreement by the referred candidate or when the Referral Incentive payment has been processed (whichever is sooner), except where personal details are processed for a longer period in accordance with the Privacy Policy.
19. For the avoidance of doubt, if, within 90 days of the commencement of a Self-Employed Agreement, the candidate (i) gives notice on their Self-Employed Agreement, (ii) indicates their intention to give notice on their Self-Employed Agreement, (iii) Marston's reasonably believes that the candidate will give notice on their Self-Employed Agreement, (iv) the Self-Employed Agreement is terminated or expires for any reason or (v) the candidate does not enter into a Self-Employed Agreement, the Referral Incentive will not be paid.
20. For internal budgeting purposes, any Referral Incentives will be cross charged to the pub with the vacancy for an Eligible Role and will appear on that pub's ops stat.

21. Any and all Referral Incentives are non-contractual, and any payments are discretionary.

**Queries**

22. If you have any further questions or if you need further information about the Scheme of Referral Incentives, please email [whodoyouknow@marstons.co.uk](mailto:whodoyouknow@marstons.co.uk)
23. The formation, existence, construction, performance, validity and all aspects of the Scheme and Referral Incentive(s) shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.