

Version 1.0

Effective: 17th of February 2026

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

“Edge Digital” means Edge Digital, a performance marketing agency operating at www.edgedigital.net (also referred to as “we”, “us”, or “our”).

“Partner” means the agency, company, sole trader, or individual accepted into the Edge Digital Agency Partner Programme (also referred to as “you” or “your”).

“Programme” means the Edge Digital Agency Partner Programme as described on our partner page at www.edgedigital.net/partners/ and governed by these Terms.

“Referred Client” means a prospective or existing client introduced to Edge Digital by the Partner through the Partner Portal or other agreed submission method.

“Partner Portal” means the online portal accessible at www.edgedigital.net/partner-login/ through which Partners may submit, view, and track referral leads.

“Commission” means the referral fee payable to the Partner in accordance with the commission structure set out in these Terms.

“Services” means the services provided by Edge Digital to a Referred Client, including but not limited to managed advertising (PPC, paid social, programmatic), hosting and maintenance, SaaS subscriptions, CRO projects, website projects, consultancy, and project-based work (time and materials).

“Partner Tier” means the classification assigned to a Partner, being either Digital Partner or Elite Partner, which determines the applicable commission rates.

“Active Engagement” means an ongoing, billable service agreement between Edge Digital and a Referred Client.

“Rates & Pricelist” means Edge Digital’s published pricing schedule for Services, as updated from time to time. All pricing is in GBP and exclusive of VAT (20%).

2. Programme Overview and Eligibility

2.1 - The Programme enables Partners to earn recurring monthly commission by referring clients to Edge Digital for performance marketing and digital services.

2.2 - Acceptance into the Programme is at the sole discretion of Edge Digital. We reserve the right to decline or revoke any application or membership at any time without obligation to provide reasons.

2.3 - By participating in the Programme, you confirm that you are authorised to enter into these Terms on behalf of your organisation (where applicable) and that you have read and understood the terms set out herein.

2.4 - Partners must be registered businesses or sole traders operating lawfully in their jurisdiction. Edge Digital reserves the right to request proof of business registration or identity at any time.

3. Partner Tiers and Commission Structure

The Programme operates two Partner Tiers, each with its own commission schedule. The applicable rates are as follows:

Service	Digital Partner	Elite Partner	Payment Type	Duration
Managed Advertising	10%	15%	Monthly Recurring	Up to 12 Months
Hosting & Maintenance	8%	10%	Monthly Recurring	Up to 12 Months
SaaS Subscription	20%	25%	Monthly Recurring	Up to 12 Months
CRO Project	8%	10%	Monthly Recurring	Up to 12 Months
Website Project	8%	10%	Ad-Hoc	On 1st / Initial Engagement
Consultancy	8%	10%	Ad-Hoc	On 1st / Initial Engagement
Project (Time & Materials)	8%	10%	Ad-Hoc	On 1st / Initial Engagement

3.1 - Digital Partner: The standard tier available to all accepted Partners upon joining the Programme.

3.2 - Elite Partner: An elevated tier available at the discretion of Edge Digital, typically offered to Partners who demonstrate consistent referral volume, quality of leads, or strategic alignment. Qualification criteria and promotion to Elite Partner status shall be determined solely by Edge Digital.

3.3 - Commission rates are subject to change. Edge Digital will provide Partners with at least 30 days' written notice of any changes to the commission structure. Existing Active Engagements will continue at the rate applicable at the time the engagement commenced, unless otherwise agreed in writing.

3.4 - Monthly Recurring commissions (Managed Advertising, Hosting & Maintenance, SaaS Subscription, and CRO Project) are paid monthly for the duration of the Active Engagement, up to a maximum of twelve (12) months from the commencement date of the relevant client engagement. After twelve months, commission on that engagement shall cease unless a new agreement is reached in writing between Edge Digital and the Partner.

3.5 - Ad-Hoc commissions (Website Project, Consultancy, and Project work on a Time & Materials basis) are one-off payments, payable on the first or initial client engagement only. No recurring commission applies to these service categories.

4. Lead Submission and Ring-Fencing

4.1 - All referral leads must be submitted through the Partner Portal or via written communication (email) directly to an authorised Edge Digital contact. Verbal referrals alone will not be recognised for commission purposes.

4.2 - Upon valid submission, a lead will be ring-fenced to the submitting Partner for a period of 90 days ("Exclusivity Period"). During this period, the lead is exclusively attributed to the Partner for commission purposes.

4.3 - If the Referred Client does not enter into an Active Engagement with Edge Digital within the Exclusivity Period, the ring-fencing shall lapse and the lead may be reassigned or approached independently by Edge Digital.

4.4 - Edge Digital will not accept a lead that is already an existing client of Edge Digital, or a lead already submitted by another Partner and still within its Exclusivity Period. In such cases, the Partner will be notified promptly.

4.5 - Where two Partners submit the same lead, the first valid submission (by date and time of receipt) shall take precedence.

4.6 - The Partner Portal provides visibility of the status of submitted leads. Edge Digital will use reasonable efforts to keep lead status information current, but does not guarantee real-time accuracy.

5. Commission Calculation and Payment

5.1 - Commission is calculated as a percentage of the net fees invoiced by Edge Digital to the Referred Client (exclusive of VAT, third-party advertising spend, software licences, and any pass-through costs).

5.2 - Commission becomes payable only once Edge Digital has received cleared payment from the Referred Client for the corresponding invoice period.

5.3 - Edge Digital will provide the Partner with a commission breakdown at the point a confirmed engagement is agreed. Ongoing monthly breakdowns will be available upon reasonable request.

5.5 - The Partner is responsible for raising a valid invoice to Edge Digital for the commission amount due. Invoices should be submitted monthly and must include the Partner's company name, address, VAT number (if applicable), bank details, and a clear reference to the Referred Client(s).

5.6 - Payment terms are net 30 days from Edge Digital's receipt of a valid invoice, provided Edge Digital has received the corresponding client payment. In the event of late client payment, commission payment may be delayed accordingly.

5.7 - If a Referred Client defaults on payment to Edge Digital, Edge Digital shall have no obligation to pay commission on the unpaid amount. Where commission has already been paid and the client subsequently defaults, Edge Digital reserves the right to offset the overpaid commission against future commission payments.

5.8 - For Monthly Recurring services, commission is payable for the duration of the Active Engagement between Edge Digital and the Referred Client, up to a maximum of twelve (12) months. For Ad-Hoc services, commission is a single payment due on completion of the initial engagement. Commission ceases upon termination or expiry of the client engagement, regardless of whether the Partner's relationship with the Programme continues.

6. Partner Obligations

6.1 - Partners agree to the following obligations:

- (a) Provide accurate and complete information when submitting leads, including the prospective client's name, contact details, business type, and any known requirements.

- (b) Not make any representations, warranties, guarantees, or commitments on behalf of Edge Digital unless expressly authorised in writing to do so.
- (c) Not engage in any misleading, deceptive, or unethical marketing practices when promoting Edge Digital's services or the Programme.
- (d) Comply with all applicable laws and regulations, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any relevant advertising standards.
- (e) Ensure that any personal data shared with Edge Digital as part of a referral has been collected with appropriate consent and in compliance with data protection legislation.
- (f) Maintain the confidentiality of Partner Portal login credentials and not share access with unauthorised individuals.
- (g) Not disparage, defame, or otherwise bring Edge Digital into disrepute.

7. Edge Digital Obligations

7.1 - Edge Digital agrees to:

- (h) Deliver services to Referred Clients to the same professional standard as all other clients.
- (i) Provide Partners with access to the Partner Portal for lead tracking and pipeline visibility.
- (j) Notify Partners within a reasonable timeframe of the outcome of submitted leads (accepted, declined, or converted).
- (k) Make available promotional materials and collateral to assist Partners in their referral efforts, upon request.
- (l) Pay commissions in accordance with the schedule and terms set out in Section 5.

8. Pricing and Quotations

8.1 - Edge Digital's pricing for Services is set out in the current Rates & Pricelist, which is published and updated from time to time. All pricing is based on GBP (£) and is exclusive of VAT (20%). Edge Digital bills monthly in advance, and all engagements are subject to these Terms.

8.2 - The Rates & Pricelist is subject to change at Edge Digital's sole discretion. Partners will be notified of material pricing changes. The pricing correct as at the date of any pricelist document supersedes all previous versions.

8.3 - Any price lists or indicative pricing shared with Partners are provided for guidance only and do not constitute a binding offer. Final pricing for any Referred Client will be confirmed by Edge Digital directly with the client on a deal-by-deal basis.

8.4 - Partners must not quote prices to prospective clients on Edge Digital's behalf without prior written approval. Work and projects outside the scope of a managed campaign will be estimated based on Edge Digital's published day-rates and charged at the appropriate pro-rata rate based on hours required.

8.5 - Commission is calculated on Edge Digital's net management fees only. Third-party advertising spend, software licence fees, platform costs, and any other pass-through costs are excluded from the commission calculation.

9. Intellectual Property and Branding

9.1 - Edge Digital grants Partners a limited, non-exclusive, revocable licence to use the Edge Digital name, logo, and approved marketing materials solely for the purpose of promoting the Programme and referring clients.

9.2 - Partners must not alter, modify, or create derivative works from Edge Digital's branding or materials without prior written consent.

9.3 - All intellectual property rights in Edge Digital's services, materials, strategies, and deliverables remain the sole property of Edge Digital (or its licensors). Nothing in these Terms transfers any intellectual property rights to the Partner.

10. Confidentiality

10.1 - Each party agrees to keep confidential all information disclosed by the other party that is designated as confidential or that a reasonable person would understand to be confidential, including but not limited to: commission rates, pricing structures, client information, business strategies, and Partner Portal data.

10.2 - Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party, except where required by law or regulation.

10.3 - The obligations of confidentiality shall survive termination of these Terms for a period of two (2) years.

11. Data Protection

11.1 - Both parties shall comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

11.2 - Where the Partner shares personal data of a Referred Client with Edge Digital, the Partner warrants that it has obtained all necessary consents and has a lawful basis for doing so.

11.3 - Edge Digital will process any personal data received from the Partner in accordance with its Privacy Policy available at www.edgedigital.net/privacy/.

11.4 - Neither party shall transfer personal data outside the United Kingdom without appropriate safeguards in place as required by applicable data protection legislation.

12. Non-Solicitation

12.1 - During the term of the Programme and for a period of twelve (12) months following termination, neither party shall directly solicit or entice away (or attempt to do so) any employee, contractor, or consultant of the other party who has been materially involved in the Programme.

12.2 - This clause does not restrict either party from making general recruitment advertisements not specifically directed at the other party's personnel.

13. Limitation of Liability

13.1 - Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

13.2 - Subject to the above, Edge Digital's total aggregate liability to the Partner under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total commission paid to the Partner in the twelve (12) months preceding the event giving rise to the claim.

13.3 - Neither party shall be liable to the other for any indirect, consequential, special, or incidental loss or damage, including loss of profit, loss of business, loss of goodwill, or loss of anticipated savings.

13.4 - Edge Digital does not guarantee any minimum level of referrals, leads, or revenue for Partners and accepts no liability for a Partner's failure to generate commission.

14. Indemnification

14.1 - The Partner shall indemnify and hold harmless Edge Digital, its directors, officers, employees, and agents from and against any claims, losses, damages, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with any breach by the Partner of these Terms, any negligent or wrongful act or omission of the Partner, or any misrepresentation made by the Partner to a Referred Client or third party.

15. Term and Termination

15.1 - These Terms shall commence on the date the Partner first participates in the Programme in accordance with Section 18 and shall continue until terminated by either party in accordance with this Section.

15.2 - Either party may terminate these Terms at any time by giving thirty (30) days' written notice to the other party.

15.3 - Edge Digital may terminate these Terms immediately by written notice if the Partner commits a material breach of these Terms and (where such breach is capable of remedy) fails to remedy such breach within fourteen (14) days of written notice specifying the breach, the Partner engages in conduct that brings or is likely to bring Edge Digital into disrepute, or the Partner becomes insolvent, enters administration, or is subject to a winding-up petition.

15.4 - Effects of termination: Upon termination, the Partner's access to the Partner Portal will be revoked. For Monthly Recurring services, commission on Active Engagements confirmed prior to the termination date will continue to be paid in accordance with Section 5 for the remainder of the applicable twelve-month period or until the client engagement ends, whichever is earlier. No commission shall be payable on leads that have not converted to Active Engagements at the date of termination. The Partner must immediately cease using Edge Digital's branding and marketing materials.

15.5 - Sections 10 (Confidentiality), 11 (Data Protection), 13 (Limitation of Liability), 14 (Indemnification), and 17 (Governing Law) shall survive termination of these Terms.

16. General Provisions

16.1 - Relationship of the parties: The Partner is an independent contractor and nothing in these Terms creates a partnership, joint venture, employment relationship, or agency (except as expressly stated). The Partner has no authority to bind Edge Digital in any way.

16.2 - Assignment: The Partner may not assign, transfer, or sub-contract any rights or obligations under these Terms without the prior written consent of Edge Digital.

16.3 - Entire agreement: These Terms, together with any documents expressly referred to herein, constitute the entire agreement between the parties in relation to the Programme and supersede all previous agreements, understandings, and arrangements between the parties, whether written or oral.

16.4 - Variation: Edge Digital reserves the right to amend these Terms at any time. Material changes will be communicated to Partners with at least 30 days' notice. Continued participation in the Programme following such notice constitutes acceptance of the amended Terms.

16.5 - Waiver: A failure or delay by either party to exercise any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy.

16.6 - Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable by any court or authority of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid. All other provisions shall continue in full force and effect.

16.7 - Notices: All notices under these Terms must be in writing and sent by email. Notices to Edge Digital should be sent to hello@edgedigital.net. Notices to the Partner will be sent to the email address provided upon registration.

16.8 - Force majeure: Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, pandemic, government action, war, terrorism, or failure of third-party systems.

16.9 - Third-party rights: These Terms do not confer any rights on any person or party other than the parties to these Terms and, where applicable, their successors and permitted assigns. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

17. Governing Law and Jurisdiction

17.1 - These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.

17.1 - The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

18. Acknowledgement and Acceptance

18.1 - These Terms and Conditions are deemed accepted by the Partner upon the earliest of the following: submission of the Partner's first referral lead via the Partner Portal or by email to an authorised Edge Digital contact, logging into or accessing the Partner Portal, or any other active participation in the Programme.

18.2 - By taking any of the actions described above, the Partner acknowledges that they have had the opportunity to read and review these Terms and Conditions (which are made available at www.edgedigital.net/partners/) and agrees to be bound by them in full.

18.3 - No physical or electronic signature is required for these Terms to take effect. The Partner's continued participation in the Programme constitutes ongoing acceptance of these Terms, as amended from time to time in accordance with Section 16.

18.4 - Edge Digital reserves the right to request written confirmation of acceptance from any Partner at any time. Failure to provide such confirmation within fourteen (14) days of the request may result in suspension of the Partner's access to the Programme.