



1. Introduction

1.1. These Terms and Conditions ("Terms") govern the Referral Program ("Program") offered by Macmillan Medical Training College ("College"). By participating in the Program, referrers ("Participants") agree to comply with these Terms. The College reserves the right to modify, suspend, or terminate the Program at any time.

2. Roles of the Referrer

2.1. Provide timely, reliable and accurate information to prospects.

2.2. Refer students effectively with proper guidance.

2.3. Read and understand the Terms and Conditions thoroughly.

2.4. Ensure clear communication and adherence to guidelines.

3. Eligibility

3.1. The Program is open to individuals who are legal residents of Kenya and at least 18 years old.

3.2. The referred student ("Referred Applicant") must be a new applicant who has not previously applied to or enrolled at the College.

3.3. The Referred applicant must meet all the college's admission requirement.

4. Referral Process and Payment Rules

4.1. Participants must use the official referral link or code provided by the College.

4.2. The Referred Applicant must complete and submit a valid application to the College.

4.3. The Referred Applicant must be accepted, enroll and pay the required fees for the Participant to be eligible for benefits.

4.4. Payment structure per successfully referred student:

4.4.1. 1-10 Students: Ksh 1000 per student

4.4.2. 11th-15th Student: Ksh 1500 per student

4.4.3. 16th-20th Student: Ksh 2000 per student

4.4.4. 21+ Students: Ksh 2500 per student

4.5. Upgrade levels and retainers

4.5.1. Level 1

- Required Referrals: 50

- Target Students (For Retainer): 20

- Retainer: Ksh 25,000

4.5.2. Level 2

- Required Referrals: 90

- Target Students (For Retainer): 40

- Retainer: Ksh 50,000

4.5.3. Level 3

- Required Referrals: 140

- Target Students (For Retainer): 80

- Retainer: Ksh 100,000

4.6. The referred applicant is required to make school fees and application payment via MPESA or NCBA bank. Payments are processed two weeks after the referred student's classes commence.

4.7. The College may introduce promotional periods with different payment structures, which will be communicated separately.

NB: Note that the targets above are per intake and not generalized



5. Disclaimers and Liability

- 5.1.** The Program does not create any employment relationship between the Participant and the College.
- 5.2.** The College shall not be liable for any indirect, incidental, or consequential damages arising from participation in the Program.

6. Prohibited Conduct

- 5.1** Participants must not engage in misleading, deceptive, or fraudulent activities to generate referrals.
- 5.2** The participant must provide accurate information about the college to prospect applicants

7. Termination and Dispute Resolution

- 6.1** The College reserves the right to disqualify Participants who violate these Terms.
- 6.2** Any disputes shall be resolved through arbitration or mediation as per the College's dispute resolution policies.

8. Data Privacy. For the purposes of this clause, the following terms shall have their assigned meanings: "

- 8.1.** "Personal Data" means any information defined as personal data or personal information in terms of applicable Privacy Laws, and that is recorded in any form, and includes without limitation, information related to;
 - 8.1.1.** race, gender, sex, pregnancy, marital status, national, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth;
 - 8.1.2.** education, medical, financial, criminal or employment history;
 - 8.1.3.** identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment;
 - 8.1.4.** biometric information of the person;
 - 8.1.5.** the personal opinions, views or preferences of the person;
 - 8.1.6.** correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 8.1.7.** views or opinions of another individual about the person;
 - 8.1.8.** the name of the person if it appears with other Personal Data relating to the person or if the disclosure of the name itself would reveal information about the person; and
 - 8.1.9.** any information categorized as sensitive or special information under applicable Privacy Laws.
- 8.2.** "Privacy Laws" means all national, state or local laws, regulations, ordinances, or other government standards relating to the privacy, confidentiality or security of Personal Data, including any imposing rules regarding minimum security requirements, for the secure disposal of Personal Data, a prohibition of unauthorized access, acquisition or use of Personal Data, or any laws governing data privacy, data security or data retention generally.
- 8.3.** "Processing" means any operation or activity, whether automatic or not, concerning Personal Data, which constitutes a processing activity in terms of applicable Privacy Laws, and the terms "Process" and "Processed" shall have corresponding meanings.



- 8.4.** The Company undertakes to Process your Personal Data only in accordance with Privacy Laws and in terms of the Company's prevailing policies, which policies shall be available to you on request and only to the extent that it is necessary to discharge its obligations and to perform its functions as an employer and within the framework of the employment relationship and as required by applicable law.
- 8.5.** You acknowledge that the collection of your Personal Data is both necessary and requisite as a legal obligation, which falls within the scope of execution of the legal functions and obligations of the Company. You therefore agree:
- 8.5.1. That you have been notified of the purpose and reason for the collection and Processing of your Personal Data insofar as it relates to the Company's discharge of its obligations and to perform its functions as an employer;
 - 8.5.2. That you consent and authorize the Company to collect, collate, process and/or store your Personal Data, and the Processing of your Personal Data pursuant to any of the Company's internet, e-mail, and interception policies (as updated from time to time) in place insofar as your Personal Data is contained in relevant electronic communications;
 - 8.5.3. To make available to the Company all necessary Personal Data required by the Company for the purpose of securing and further facilitating your employment with the Company;
 - 8.5.4. To the disclosure of your Personal Data by the Company to any third party, where the Company has a legal or contractual duty to disclose such Personal Data;
 - 8.5.5. To the disclosure of your Personal Data for any reason enabling the Company to carry out or to comply with any business obligation the Company may have or to pursue a legitimate interest of the Company in order for the Company to perform its business on a day-to-day basis; and
 - 8.5.6. You authorize the Company to transfer your Personal Data outside national borders for any legitimate business purpose of the Company within the international community. The Company undertakes not to transfer or disclose your Personal Data unless it is required for its legitimate business requirements and shall do so in accordance with Privacy Laws.
- 8.6.** You acknowledge that during the course of your employment with the Company, you may gain access to and become acquainted with the Personal Data of certain clients, suppliers, and other employees. You will treat Personal Data as a confidential business asset and agree to respect the privacy of clients, suppliers, and other employees.
- 8.7.** To the extent that you are exposed to, or insofar as Personal Data of other employees or third parties are disclosed to you, you hereby agree to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to the Personal Data of other employees or third parties.
- 8.8.** You may not directly or indirectly, utilize, disclose, or make public in any manner to any person or third party, either within the organization or externally, any Personal Data, unless the disclosure is necessary in order for you to perform your duties on behalf of the Company.



To participate in the referral program, referrers and finance management must acknowledge and sign below:

Referrer's Acknowledgment

I, _____ (Referrer's Name), confirm that I have read and understood the Terms and Conditions of the MMTC Referral Program. I agree to abide by these terms.

Signature: _____ Date: _____

Finance Management Approval

I, _____ (Finance Officer's Name), confirm that the above referrer has met the program requirements and is eligible for the applicable payments and/or retainer bonuses.

Signature: _____ Date: _____