



Affiliate Terms and Conditions

By participating in our affiliate programme or referring us work you agree to these terms.

Parties

- (1) thecontractlawyer.co.uk limited incorporated and registered in England and Wales with company number 12440228 whose registered office is at The Contract Lawyer, International House, 61 Mosely Street, Manchester, M2 3HZ, United Kingdom (“**The Contract Lawyer**”) (“**We**”) (“**Us**”)
- (2) You (“**Affiliate**”)

BACKGROUND

The Affiliate has a number of contacts who may be interested in purchasing legal consulting and contract drafting services from The Contract Lawyer.

The Contract Lawyer wishes to be introduced to such contacts and is willing to pay the Affiliate a commission on the terms of this agreement if such contacts purchase services from it.

The Affiliate is willing to introduce contacts to The Contract Lawyer in return for commission as specified in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day means a day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for business.

Commencement Date has the meaning given to it in clause 10.

Commission has the meaning given to it in clause 3.1.

Referral means the provision to The Contract Lawyer of a new client either via the affiliate link and referral code provided via our website, or by passing us the contact details of a Qualified Lead who goes on to purchase our services. **Refer**, **Refers**, and **Referred** shall be interpreted accordingly.

Referral Date: for each Qualified Lead, the date during the term of this agreement on which the Qualified Lead who has been Referred by the Affiliate first purchases The Contract Lawyer’s Services.

Referral Period: for each Qualified Lead, the six months from the Referral Date.

Mandatory Policies: The Contract Lawyer's mandatory policies and procedures listed in the **Schedule 1**, as amended by notification to the Affiliate from time to time.

Net Income: the payments made to The Contract Lawyer for the Services under a Relevant Contract less any value added tax or other sales tax on them, any out of pocket expenses incurred by The Contract Lawyer in providing the Services and any discounts or rebates granted by The Contract Lawyer.

Qualified Lead: a person to whom The Contract Lawyer has not at any time previously provided the Services, or any other goods or services, and with whom The Contract Lawyer has not been in bona fide negotiations to provide the Services in the six months before the Referral Date, whose details are passed to the Contract Lawyer, or who uses the Affiliates referral link.

Relevant Contract: a contract for the supply of Services entered into during the Referral Period between The Contract Lawyer and a Qualified Lead who was Introduced by the Affiliate.

Services: the legal consulting and contract writing services provided by The Contract Lawyer together with any other services from time to time offered by The Contract Lawyer and which The Contract Lawyer, by express written notice to the Affiliate, includes within the scope of this agreement.

- 1.2 **Person.** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 **Schedules.** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 **Amendments to statutes.** A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.5 **Subordinate legislation.** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.6 **Writing.** A reference to **writing** or **written** includes e-mail.
- 1.7 **"Including".** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 **Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.

1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

2. Referrals

2.1 **Appointment.** The Contract Lawyer appoints the Affiliate on a non-exclusive basis to identify Qualified Leads for The Contract Lawyer and to make Referrals of such persons on the terms of this agreement.

2.2 Limited scope of authority.

(a) **No authority to bind.** The Affiliate shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind The Contract Lawyer in any way, and shall not do any act which might reasonably create the impression that the Affiliate is so authorised.

(b) **No authority to contract or negotiate.** The Affiliate shall not make or enter into any contracts or commitments or incur any liability for or on behalf of The Contract Lawyer, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Qualified Leads.

2.3 **Marketing material.** The Affiliate shall not produce any marketing material for The Contract Lawyer's services or use The Contract Lawyer's name, logo, or trademarks on any marketing material for the Services without the prior written consent of The Contract Lawyer.

2.4 **Limits on representations.** The Affiliate shall not, without The Contract Lawyer's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in The Contract Lawyer's marketing material.

2.5 **Consequential Referrals.** Where a Qualified Lead is Introduced by the Affiliate and the Qualified Lead then introduces The Contract Lawyer to a third party who purchases Services from The Contract Lawyer, the Affiliate shall not, by virtue of such initial Referral, be deemed to have Introduced the third party to The Contract Lawyer.

3. Commission and payment

- 3.1 **Commission entitlement.** The Affiliate shall be entitled to Commission if a Qualified Lead Introduced by the Affiliate enters into a Relevant Contract.
- 3.2 **Commission rate.** The amount of commission payable shall be at the rate contained within Schedule 2 of this agreement. (**Commission**).
- 3.3 **Duty on The Contract Lawyer to disclose commission data.** The Contract Lawyer shall promptly notify the Affiliate in writing of the following:
- (a) the date it enters into a Relevant Contract;
 - (b) the amount of the payment due for Services under it;
 - (c) the amount of Commission due; and
 - (d) the dates on which payments for such Commission is payable,
- no later than 3 Business Days after it enters into such Relevant Contract
- 3.4 **Due date for commission.** Except where the procedures set out in clause 3.5 and clause **Error! Reference source not found.** below have been followed, all Commission payable pursuant to clause 3.2 shall be due to the Affiliate (whether invoiced or not) within 7 days of the end of the month in which The Contract Lawyer received the corresponding payment for Services.
- 3.5 **Referral Tracking.** The Contract Lawyer will provide the Affiliate with a specific Referral Link to The Contract Lawyer's content. This link will track users who has visited these Referral Links using cookies which expire after six months. Only users who make a purchase while the cookie is active will be recorded as a Referral on the Affiliate Dashboard.
- 3.6 **Currency of Commission.** Commission shall be payable to the Affiliate in pounds sterling unless otherwise agreed in writing by The Contract Lawyer.
- 3.7 **Taxes.** All sums payable under this agreement:
- (a) are inclusive of value added tax or other applicable sales tax.
- 3.8 **Interest on late payments.** If The Contract Lawyer fails to make any payment due to the Affiliate under this agreement by the due date for payment, and fails to make payment within 14 days of being requested to make such a payment in writing by the Affiliate, then, without limiting the Affiliate's remedies under clause 11, The Contract Lawyer shall pay interest on the overdue amount at the rate of 8% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the

overdue amount, whether before or after judgment. The Contract Lawyer shall pay the interest together with the overdue amount.

- 3.9 **Accounts and records.** The Contract Lawyer shall keep separate accounts and records giving correct and adequate details of all Relevant Contracts entered into by The Contract Lawyer, all payments received under them and all deductions made in the calculation of Net Income. For the avoidance of doubt, all rights in such records (including database right and copyright) shall belong to The Contract Lawyer.
- 3.10 **Disputes about Commission.** If any dispute arises as to the amount of Commission payable by The Contract Lawyer to the Affiliate, the same shall be referred to The Contract Lawyer's accounts team. We must be given at least 14 days to respond to your dispute before any further action taken.
- 3.11 **Exclusions from Commission.** No Commission or other compensation shall be payable where:
- (a) The Contract Lawyer contracts with a third party in the circumstances described in clause 2.6.
- 3.12 **Continuing obligation to pay Commission.** Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 3 and The Contract Lawyer's obligation to pay Commission to the Affiliate in accordance with it.

4. Obligations of The Contract Lawyer

- 4.1 **Good faith.** The Contract Lawyer must at all material times act in good faith towards the Affiliate.
- 4.2 **Provision of information.** The Contract Lawyer shall provide the Affiliate at all material times with the information the Affiliate reasonably requires to perform their duties, including marketing information for and details of the Services, and information about The Contract Lawyer.
- 4.3 **Notices of suspension or cessation of Services.** The Contract Lawyer shall inform the Affiliate immediately if The Contract Lawyer suspends or ceases to perform the Services.
- 4.4 **Payment of expenses.** The Contract Lawyer shall not be responsible for any expenses incurred by the Affiliate unless such expenses have been agreed by The Contract Lawyer in writing, in advance.
- 4.5 **Freedom of The Contract Lawyer not to pursue Referrals.** The Contract Lawyer shall be under no obligation to:

- (a) follow up any Referral made by the Affiliate; or
- (b) enter into a Relevant Contract.

5. Confidentiality

- 5.1 **Obligations of confidentiality.** Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or The Contract Lawyers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 5.2.
- 5.2 **Confidentiality exceptions.** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 **Limited use of confidential information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 5.4 **Return of documents and records.** All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Affiliate from The Contract Lawyer shall be returned promptly to The Contract Lawyer on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

6. Compliance

- 6.1 **Compliance.** Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 6.2 **Mandatory Polices.** The Affiliate shall comply with the Mandatory Polices, in each case as The Contract Lawyer or the relevant industry body may update them from time to time.

7. Anti-bribery

7.1 Anti-bribery compliance by Affiliate:

- (a) **Compliance with Bribery Act 2010.** The Affiliate shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), including but not limited to the Bribery Act 2010 (BA 2010);
- (b) **Conduct outside the UK.** The Affiliate shall not engage in any activity, practice or conduct outside the UK which would constitute an offence under sections 1, 2 or 6 of the BA 2010 if such activity, practice or conduct had been carried out inside the UK;
- (c) **Reporting obligation.** The Affiliate shall promptly report to The Contract Lawyer any request or demand for any undue financial or other advantage of any kind received by the Affiliate in connection with the performance of this agreement;
- (d) **Foreign public officials.** The Affiliate shall immediately notify The Contract Lawyer in writing if a foreign public official becomes an officer or employee of the Affiliate or acquires a direct or indirect interest in the Affiliate, and the Affiliate warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;

7.2 **Ensuring compliance from associated persons.** The Affiliate shall ensure that any person associated with the Affiliate who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Affiliate in this clause 7 (**Relevant Terms**). The Affiliate shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to The Contract Lawyer for any breach by such persons of any of the Relevant Terms.

7.3 **Definitions.** For the purpose of this clause 7, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 7, a person associated with the Affiliate includes but is not limited to] any agent, delegate or subcontractor of the Affiliate.

8. Data protection

8.1 Definitions.

- (a) **Agreed Purposes:** The purposes laid out in The Contract Lawyer's Privacy Policy.
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
- (c) **Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
- (d) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
- (e) **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

Client Name

Client Telephone Number

Client Email Address

Client Business Details

Client Website Details

- 8.2 **Shared Personal Data.** The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the transferee is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

8.3 **Compliance.** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

8.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 8.4 and allow for audits by the other party or the other party's designated auditor]; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

9. Limitation of liability

9.1 **Unlimited liability.** Nothing in this agreement shall limit or exclude the liability of either party for:

- (a) **Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
- (b) **Fraud.** Fraud or fraudulent misrepresentation.
- (c) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability.

9.2 Limitations of liability. Subject to clause 9.1 above:

- (a) **Loss of profit, revenue, goodwill, or anticipated savings.** The Contract Lawyer shall not under any circumstances whatever be liable to the Affiliate, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- (i) any loss of profit, sales, revenue, or business;
 - (ii) loss of anticipated savings;
 - (iii) loss of or damage to goodwill;
 - (iv) loss of agreements or contracts;
 - (v) loss of use or corruption of software, data or information;
 - (vi) any loss arising out of the lawful termination of this agreement or any decision not to renew its term, or
 - (vii) any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- (b) **Total cap.** The total liability of The Contract Lawyer to the Affiliate in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000 for the entire term of this agreement.
- (c) **Liability for supply of services.** The liability of The Contract Lawyer arising in connection with the supply of services shall be as set out in The Contract Lawyer's applicable terms and conditions.

10. Commencement and duration

This agreement shall commence on the date when the Affiliate signs up for our affiliate programme on our website <http://thecontractlawyer.co.uk> / <http://thecontractlawyer.com>, or if the Affiliate has not signed up to the Affiliate Programme, the date that the Affiliate first refers work to The Contract Lawyer (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 11, until either party gives to the other party written notice to terminate.

11. Termination

- 11.1 **Termination on notice.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party

12. Consequences of termination

- 12.1 **Clauses to remain in force on termination.** On termination of this agreement, the following clauses shall continue in force: clause 1, clause 3, clause 5 and clause 12 to clause 22 (inclusive).
- 12.2 **Accrued rights.** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. No partnership or agency

- 13.1 **No partnership or agency between the parties.** We may refer to our Affiliates as 'Marketing Partners', 'Referral Partners', or 'Affiliate Partners'. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2 **No agency on behalf of third party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. Entire agreement

- 14.1 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 **No reliance on matters outside agreement.** Each party acknowledges that in entering into this agreement it does not rely on[, and shall have no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 14.3 **Misrepresentation and misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 14.4 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

15. Variation

The Contract Lawyer may update and vary these terms from time to time, including, but not limited to, the rate of commission. The Affiliate may not vary any part of this agreement unless agreed in writing by The Contract Lawyer.

16. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

17. No automatic waiver

17.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Severance

18.1 **Deemed modification or deletion.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2 **Compliance amendments.** If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Notices

19.1 **Form of notices.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.

19.2 **Deemed receipt of notices.** A notice or other communication shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in clause 19.1;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) or, if sent by email, one Business Day after transmission.

19.3 **Exclusions from notice provisions.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Third party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

By using our Affiliate Programme or making a Referral to us you agree to the terms and conditions contained within this document.

Mandatory Policies

- The Contract Lawyer Website Terms and Conditions.
- The Contract Lawyer Data and Privacy Policy.
- The Contract Lawyer Cookies Policy
- The Contract Lawyer Terms and Conditions

Schedule 2 – Commission Rate Table

<u>PRODUCT</u>	<u>FULL PRICE ON WEBSITE</u>	<u>AFFILIATE COMMISSION</u>	<u>CLIENT DISCOUNT</u>
SINGLE AGREEMENT *	£160	£50	£10
COMPLETE BUNDLE	£250	£75	£25
ULTIMATE PACKAGE	£350	£100	£25
ALL OTHER DOCUMENTS AND SERVICES	Negotiable	20%	10%

*Single Agreement here refers to any of the single agreements listed on our website with a set price of £160.

**We reserve the right to vary or change this Agreement and will give notice of any change. This rate table was last amended on 01 May 2020.