

Agency Partnership Program Terms & Conditions

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Completed Transaction” means an agreement between us and a Prospective Client for the provision of the Services;

“Confidential Information” means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;

“Follow-up” means an attempt by us to contact a Prospective Client using the details supplied by you pursuant to clause 3.2;

“Introduction” means us being introduced to a Prospective Client by the method stated at clause 3.2;

“Prospective Client” means any person who is not an existing client of ours and who has not been a client of ours in the 3 year period prior to the Introduction; and

“Services” means the WordPress website maintenance services provided by WP Maintain Ltd.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing” and “written” includes emails and similar communications;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” is a reference to this Agreement;

1.2.4 a clause or paragraph is a reference to a clause of this Agreement; and

1.2.5 a “Party” or the “Parties” refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon its interpretation.

1.4 No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to this Agreement unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. Your Appointment

2.1 We have agreed to appoint you to identify and introduce Prospective Clients to us for Services we provide, pursuant to the terms and conditions of this Agreement, on a non-exclusive basis.

2.2 The Agreement will commence with effect from the date you completed the Agency Partner application on our website, and will continue until the Agreement is terminated in accordance with clause 10.

2.3 We will pay you a fixed fee or provide other relevant compensation for each new client introduced by you.

2.4 We will remain entitled, without restriction, to provide our Services to other clients that have not been introduced by you.

3. Your Obligations

3.1 You have no obligation to identify Prospective Clients to introduce to us, and no minimum targets for doing so.

3.2 For any Prospective Client you do introduce, you will:

3.2.1 provide us with sufficient contact details to enable us to contact the Prospective Client;

3.2.2 provide us with brief details as to what Service(s) in particular the Prospective Client requires;

3.2.3 ensure that the Prospective Client consents to being contacted by us; and

3.2.4 ensure that all steps are taken in order for us to be able to process the contact details and all other information obtained by you or provided by you to us in accordance with current data protection legislation, as detailed in clause 9.

3.3 You will maintain a proper record of Prospective Clients introduced to us under this Agreement, together with the dates on which such Introductions were made.

4. Our Obligations

4.1 We will endeavour to Follow-up on all introductions made by you, with a view to reaching a Completed Transaction with the Prospective Client. However, we will have no obligation to do so and will use our sole discretion in deciding whether or not to contact a Prospective Client introduced to us.

4.2 We will maintain a proper record of Introductions, Follow-ups and Completed Transactions for the purpose of accurate payment of Fees under clause 5.

4.3 We will provide you with such marketing and promotional information regarding our Services as may be necessary from time to time for you to identify Prospective Clients.

5. Fees and Payment

5.1 WP Maintain Ltd will pay you a fixed fee of **£200 OR £100 in Amazon vouchers** for every Completed Transaction from an Introduction sent from you.

5.2 The Fees are payable only in respect of the initial Completed Transaction immediately following the Introduction of the Prospective Client to us. There will be no Fees payable for any additional or future services we provide the Prospective Client.

5.3 We will pay you the Fees due for each Completed Transaction, by bank transfer, 3 months after the Prospective Client has signed the agreement to use our services.

5.4 It is your responsibility to make us aware of any change in your bank details. We will not be liable for any delay in making payment, or for interest on such sums, where you fail to do this.

5.5 We will require an invoice from your business to be raised for any commission payments you are owed. If you are VAT registered you can add VAT to the fixed fee. If you are not VAT registered you will simply raise an invoice without VAT being added on top.

6. Relationship of the Parties

6.1 Nothing in this Agreement will for any purpose constitute, or be taken to constitute:

6.1.1 a partnership between the parties; or

6.1.2 either party as an agent of the other party.

6.2 You will have no right or authority to bind us in any way or to make any representation, give any warranty or assume any obligation of any kind, whether expressed or implied, on our behalf, or incur any liability, do any act or enter into any contract on our behalf.

7. Confidentiality

7.1 Both parties agree to keep all Confidential Information in relation to the business of the other confidential during and indefinitely after the term of the Agreement. This clause 7 will not apply to:

7.1.1 any information which has been published or is in the public domain other than through a breach of this Agreement;

7.1.2 information in the possession of the recipient party before the disclosure under this Agreement took place;

7.1.3 information obtained from a third party who is free to disclose it;

7.1.4 information which a party is required by law to disclose.

8. Data Protection

Both parties agree to comply with the provisions of the General Data Protection Regulation 2016 and the Data Protection Act 2018, together with any other relevant data protection legislation from time to time in force.

9. Non Circumvention

Both parties irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement including, but not limited to, those provisions regarding the calculation and payment of the Fees, and affirm that in every case, they will act with the highest standards of ethics in their dealings with each other.

10. Termination

10.1 Either party may terminate this Agreement for any reason.

10.2 Either party has the right to terminate this Agreement immediately if the other:

10.2.1 has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

10.2.2 becomes insolvent or is the subject of a bankruptcy order.

10.3 No Fees will accrue for any Introduction of a Prospective Client after the date on which this Agreement is terminated.

10.4 The termination of this Agreement will be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

11. Nature of Agreement

11.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.

11.2 We may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.

11.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

11.4 Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.5 No failure or delay by either party in exercising any of its rights under this Agreement will be deemed to be a waiver of that right, and no waiver by either party of a

breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision. 11.6 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision.

12. Notices and Service

Notices will be deemed to have been duly received and properly served 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

13. Law and Jurisdiction

This Agreement will in all respects be subject to and construed in accordance with the laws of England and Wales. Any dispute between the Parties will be referred to the exclusive jurisdiction of the courts of England and Wales.