

**Date of this Agreement and the Commencement Date is Day    Month    Year**

## **1. Parties**

1.1 This agreement is made between iLeads ("here in after called the Company ") and:

..... ("here in after called the Client") [YOUR FULL NAME]

## **2. Definitions**

2.1 "**Account Balance**" means the remaining balance of payments made by the Client to the Company for purchasing leads. The price of each purchased lead is deducted from the Account Balance. Any interest earned on the account balance is for the sole benefit of the Company.

2.2. "**Advice**" means giving the customer advice using independent exercise of discretion and providing the customer with a personal recommendation in provision of the service to the customer.

2.3 "**Business Type**" means the general category of leads for a Lead Order e.g. Mortgages, Term life insurance or Pensions. This list is not exhaustive.

2.4 "**Commencement Date**" This agreement shall commence on the date of the Date of the Agreement.

2.5 "**Force Majeure**" means in relation to either party any circumstances beyond reasonable control of that party which substantially effects that parties ability to perform any of its obligations under the agreement (other than obligations to make payment for amounts correctly invoiced).

2.6 "**FSA**" means the Financial Services Authority.

2.7 "**Lead Order**" means the variables that the Client has specified for lead delivery. Variables include but are not limited to Business Type, Lead Type and Nominated Postcodes. The Client may place multiple Lead Orders to fulfill their overall requirements.

2.8 "**Lead Return**" means any lead in accordance with Section 6 that has been flagged for return using the Web System or such other return method agreed between the parties.

2.9 "**Lead Type**" means the specific category of leads within a Business Type for a Lead Order.

2.10 "**Monthly Quota**" means the number of leads that the Client would ideally like to receive for a specific Lead Order.

2.11 "**Nominated Postcodes**" means the chosen set of Postcodes for a Lead Order.

2.12 "**Postcode**" means the alphabetic postcode prefix, e.g. BS, CF, AB.

2.13 "**SMS**" (Short Message Service) means a text message received using a mobile telephone.

2.14 **“Web System”** means the secure, web-based interface that the Client has access to using their allocated username and password.

2.15 **“Year”** means a period of 12 calendar months from the commencement date of this agreement.

2.16. **“Whole of market”** means considering a sufficiently large number of regulated contracts of the appropriate Business Type which are generally available from the market and such consideration is based on criteria which reflect adequate knowledge of the regulated contracts of that Business Type generally available from the market as a whole bearing in mind what is suitable for the customers needs.

### **3. Term**

3.1 This agreement shall start on the Commencement Date and remain in effect for the period of 1 Year, subject to the provisions for termination, and thereafter shall be automatically renewed for further periods of 1 Year unless either party gives 15 days prior written notice of termination at the anniversary date.

### **4. Termination**

4.1 Either party has the right to terminate this agreement by giving 60 days notice in writing to the other party.

4.2 The Client may also terminate this agreement using the Web System (see FAQ for instructions).

### **5. Payments**

5.1 The Client may make online payments to their Account Balance using the Web System. Please note that a transaction charge may apply.

5.2 Payment by other methods such as cheque or bank transfer may be made in some cases at the discretion of the Company. Please note that no leads will be supplied until funds are fully cleared.

5.3 After termination or non renewal of this agreement your Account Balance is paid back to you. Refunds are only processed at the beginning of every calendar month. Any interest earned on the account balance at any time is for the benefit of the Company.

5.4 The Company shall be entitled to terminate this Agreement and close the account immediately in the event that the Client has not purchased a lead for more than three (3) months;

5.5 In the event that this Agreement is terminated and account is terminated in accordance to Clause 5.4, the Company shall not be obliged to refund monies remaining in the Clients Account.

## **6. Lead Returns**

6.1 Any lead with one or more of the following problems may be returned using the Web System (see FAQ for instructions) or such other return method agreed between the parties, subject to Clause 6.2:

6.1.1 the lead does not match the Lead Order specified by the Client;

6.1.2 the Client is unable to contact the customer due to incorrect telephone numbers;

6.1.3 the customer has never submitted an enquiry with regard to the Business Type;

6.1.4 the lead is in relation to business outside of the UK.

6.2 The Client must notify the Company of any Lead Returns within 4 days from receiving the lead as set out in 6.1 above. Returns by any other method shall not be accepted.

6.3 The Company shall have the right to validate that the returned lead is as per 6.1.1 to 6.1.4. If the returned lead does not fit within 6.1.1. to 6.1.4. then the Company shall be under no obligation to credit the Client's Account. If the lead has been returned for reasons within 6.1.1. to 6.1.4. the Company will credit the Clients Account Balance with the price of the lead.

6.4. If the Company is able to contact the lead and validate a continued interest then the Company may return the lead to the Client with any items in 6.1.2. to 6.1.4. being corrected.

6.5. If the lead is rejected due to 6.1.1. then the Company is allowed to provide the lead to another firm.

6.6 Any user found abusing or attempting to abuse this Lead Return policy will risk immediate termination of their account.

## **7. Client Obligations**

7.1 The Client shall:

7.1.1 be regulated by the FSA (whether as fully authorised firm or an appointed representative of a fully authorised firm) and shall notify the Company within 7 days if the details of their regulation change;

7.1.2 take responsibility for the security of their allocated username and password;

7.1.3. provide an independent Advice service from Whole Market;

7.1.4. give authority for the Company to act on its behalf to supply the Lead Types and amounts and allow the Company to advise the lead of the Clients name and contact details;

7.1.5. hold any other such licenses or approvals as required by law.

7.2 The Client agrees that the price of each lead shall be deducted from the Account Balance when that lead is delivered to the Client.

7.3 The Client shall endeavour to attempt to contact each customer within 24 hours of receipt of the lead.

7.4. The Client gives the Company authority to source leads from any and every source.

## **8. The Company's Obligations**

8.1 The Company shall:

8.1.1 deliver leads to the Client according to the Lead Order only if the Account Balance contains sufficient funds;

8.1.2 advise the lead of the Clients name and contact details by e-mail or telephone;

8.1.3 give the Client 7 days notice of any lead price changes by e-mail or telephone.

8.3 The Company shall endeavour to:

8.2.1 deliver leads to the Client as quickly as possible according to the current Lead Orders;

8.2.2 keep the Web System operational and accessible at all times, subject always to Clause 10 and excluding periods where maintenance work is required.

## **9. Limitation of Liability**

9.1 The Company shall not be liable to the Client or any third party, whether in contract, tort (including negligence) or otherwise for any loss of revenue, business, anticipated savings or goodwill, whether direct or indirect.

9.2. Under this agreement both parties agree that neither party shall be liable to the other party for any loss of income, consequential loss, special or indirect losses or the following losses whether direct or indirect: loss of revenue, economic loss, loss of profits, loss of business, loss of contract, loss of anticipated income, loss of goodwill, loss of data whether or not arising under contract, statute or tort or other legal or equitable theory or otherwise. This clause shall not limit the Clients liability under clause 9.3 below.

9.3 The Company shall not be liable for any consequences arising from the Client failure to comply with clause 7.1.1. The Client shall fully indemnify the Company for any liability, costs penalties or fines that the Company may incur as a result of the Client failure to comply with clause 7.1.1.

9.4 Due to the real-time nature of the Web System, the Company is unable to guarantee to fully deliver the Client's current Lead Orders.

9.5 Subject always to clauses 9.1, 9.2 and 9.3 above the Company's maximum liability to the Client for breach of this agreement or for any other obligation under this agreement shall be limited to the return of the Account Balance to the Client subject always to clause 5.3 and 5.5 where they apply.

## **10. Force Majeure**

10.1 If any Force Majeure occurs in relation to either party which affects or may potentially affect the performance of its obligations under this agreement, that party shall notify the other party within 3 days.

10.2 Neither party shall be deemed in breach of this agreement or shall otherwise be liable to the other due to any delay in performance due to Force Majeure.

## **11. Applicable Law and Jurisdiction**

11.1 English law shall apply to the whole of this agreement. The parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

## **12. General conditions.**

12.1 Nothing in this agreement shall create a partnership or joint venture between the two companies.

12.2. Nothing in this agreement shall create an employer/employee relationship.

12.4. Nothing in this agreement provides either party with authority to contract on behalf of the other party.

12.5. The persons signing this agreement warrant that they have the capacity to bind their respective companies legally to this agreement.

12.6. All intellectual property rights in any material produced by the Company shall remain vested in **iLeads**.

12.7. The parties intend that the terms of this agreement should only be enforceable by the parties and accordingly this agreement shall not be enforceable by any third party by virtue of The Contracts (Rights of Third parties) Act 1999.

12.8. No variation of this agreement shall be effective unless made in writing and signed and dated by both parties excluding always changes in price amended as per clause 8.1.3.

12.9. If the courts shall deem any part of this contract to be unenforceable under any applicable law then the parties agree that that clause should be deleted and the other clauses in this agreement should remain and continue to be in force to the extent that they remain unaffected by the clause so deleted.

12.10. Words with a plural meaning can be read as singular and visa versa. Words with a male meaning can be read as singular and visa versa.

In order to purchase leads from iLeads, the Client must:

1. Provide an independent Advice service from the whole market.
2. Give authority for iLeads to act on its behalf to supply the lead types and amounts.
3. Agree to the iLeads Return Policy and understand that I am only eligible to return a lead that does not fit the qualification criteria for that lead type.
4. Agree to the terms and condition of this agreement.

I do provide an independent service giving advice from whole of market under FSA guidelines.

I do give authority for iLeads to act on our behalf to supply leads.

I do agree to the terms of this agreement.

**Signed by the Client:**

Signature: .....Date: ... .. / .. / ..

Name: ..... Position: .....

**Signed for and on behalf of .....**

Signature: .....Date:.. .. / .. / ..

Name: ..... Position: .....

**Signed for and on behalf of iLeads:**

Signature: .....Date:.. .. / .. / ..

Name: Paul Mullen