

Referral Partner Scheme

Terms and Conditions

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Preamble

These Referral Partner Terms and Conditions govern the respective rights and obligations of Homesure (UK) Ltd Limited ("Homesure (UK) Ltd") and the partner taking part in the referral scheme ("You" or "Partner"). This Agreement applies to Your participation in Homesure (UK) Ltd's Referral Scheme whereby You may refer potential customers to Homesure (UK) Ltd. These terms are supplemental to Homesure (UK) Ltd's General Terms and Conditions, Privacy Policy & Acceptable Use Policy and You will be bound to all of these (collectively referred to as the "Agreement"). If there is any conflict within the Agreement, these Terms and Conditions for Homesure (UK) Ltd's Referral Scheme will prevail. These additional terms may be amended by Homesure (UK) Ltd at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication. You acknowledge that You have read and agree to be bound by the following terms and conditions:

1. Referral Process

- 1.1 A Referral for the purposes of this Agreement means the direct recommendation of Homesure (UK) Ltd and our Services to a Referred Customer by You, subject to the terms of this Agreement.
- 1.2 You are appointed and permitted by Homesure (UK) Ltd to communicate with third parties and offer Referrals by direct introduction or recommendation to third parties through any medium on a one-to-one basis. Recommendation made by mass mailings or similar forms of communications are not Referrals and will not be eligible for Commission.
- 1.3 A successful Referral of a Referred Customer ("Successful Referral") is one which satisfies all of the following criteria:
 - 1.3.1 You provide us with details of the Referred Customer as Homesure (UK) Ltd requests for each Referral you make. In order to be eligible for any Commission, the Referred Customer details must be supplied prior to the Referred Customer ordering a Service or being contacted by Homesure (UK) Ltd. You also acknowledge that It is Your responsibility to ensure that Homesure (UK) Ltd actually receives this information – Homesure (UK) Ltd will not be held liable for any errors affecting receipt of the information, whether any errors or other contributing factors are within Homesure (UK) Ltd's reasonable control or not;
 - 1.3.2 The Referred Customer orders an eligible Service, either before or after the Referred Customer is contacted by Homesure (UK) Ltd;
 - 1.3.3 The Service must be ordered in the Referred Customer's name and this must match the details You supply to Homesure (UK) Ltd. If the details do not match, You will not be eligible for Commission;
 - 1.3.4 The Referred Customer must provide Homesure (UK) Ltd with accurate and current billing and contact information, to Homesure (UK) Ltd's request;
 - 1.3.5 You use, at Homesure (UK) Ltd's request, all reasonable endeavours to assist Homesure (UK) Ltd in finalising any agreement with the Referred Customer; and
 - 1.3.6 The Referred Customer uses the Services ordered for a minimum of 365 (three hundred and sixty five) consecutive days and pays all fees due during this time.
- 1.4 If Homesure (UK) Ltd does not enter into a contract for Services with the Referred Customer You refer within 3 months after Your Referral, the Referral will not be Successful and all information will expire. For the avoidance of all doubt, Commissions will not be paid if Services are not purchased by the Referred Customer within this time.
- 1.5 Homesure (UK) Ltd may, in its sole discretion, refuse any Referred Customer that You refer. Additionally, all orders for Services placed by Referred Customers are subject to credit checks, availability, and Homesure (UK) Ltd's applicable terms and conditions.
- 1.6 You are solely responsible for any and all expenses arising with referring a third party to Homesure (UK) Ltd.

2. Qualifying as a Referred Customer

- 2.1 A Referred Customer is a third party (whether an individual or a corporate entity) to whom You recommend Homesure (UK) Ltd and/or the Services. This includes a parent company, subsidiaries and/or entities directly or indirectly controlled by the Referred Customers.
- 2.2 A third party will not qualify as a Referred Customer (thus making any Referral unsuccessful immediately) if that party:
 - 2.2.1 is already a Homesure (UK) Ltd customer;
 - 2.2.2 was a previous Homesure (UK) Ltd customer in breach of their agreement or Homesure (UK) Ltd's terms and conditions;
 - 2.2.3 another partner has already referred the Referred Customer within six (6) months of Your Referral; or

2.2.4 has already been contacted by Homesure (UK) Ltd's Sales team within the 3 months prior to Your Referral.

2.3 If the multiple Partners submit Referrals for the same Referred Customer, the Partner that first submits their Referral to Homesure (UK) Ltd (in accordance with Clause 1.3 above) will be the only Partner eligible to receive Commission in relation to that particular Referred Customer. Determining the Partner eligible in such a situation will be left to Homesure (UK) Ltd's sole discretion and Homesure (UK) Ltd's position will be final – no correspondence will be entered into disputing the decision.

3. Commission Payments

3.1 Homesure (UK) Ltd will pay Referrer a Commission for each Successful Referral as described above on the terms set out in this Clause.

3.2 Commissions will be calculated on the basis of the rates (detailed in Clause 3.4 below). These will be applied to the full fees for the initial term paid for the Services by the Referred Customer, up to a maximum of 12 months' worth of fees, exclusive of VAT.

3.3 The Services to which this Agreement relates and to which Commissions will be paid are a Fully Managed Package.

3.4 The rates of Commission payments will be one hundred pounds sterling (£100.00) per annum (No VAT) per referred property. £100.00 is based upon the referred client signing up to the following rates; i. 1 - 4 properties = 10% (Plus VAT) of the monthly rent ii. 5 - 9 properties = 8% (Plus VAT) of the monthly rent iii. 10+ properties = 7.5% (Plus VAT) of the monthly rent iv. All subject to a minimum fee of £50 (Plus VAT) per calendar month If a client signs up to a rate which is less than the minimum fee commission will be paid on a pro-rata basis.

3.5 Homesure (UK) Ltd shall pay You Commissions due under this Agreement every twelve (12) months, in arrears, on the anniversary of the management start date ("Due Date"). Commissions will be paid annually for the duration of time that the client uses Homesure (UK) Ltd's services as detailed above.

3.6 Homesure (UK) Ltd agrees to supply, at Your request, financial statements relating to Successful Referrals in order to answer any queries, to resolve any dispute that may arise or for any other billing related issues.

3.7 Commissions will not be paid in relation to Services used by You (or Your affiliates or subsidiaries) or one off setup fees.

3.8 To be eligible for Commission to be paid, the account details supplied on a Successful Referral must, in accordance with Clause 1.3, be accurate and up-to-date. Additionally, the account must not be in breach of any of Homesure (UK) Ltd's terms and conditions (for example, late payment or breach of AUP). Homesure (UK) Ltd reserves the right to withhold, delay or refuse paying You Commission on this basis or in relation to accounts that are cancelled before the conditions for Successful Referrals are met or payment of Commission is due.

3.9 Homesure (UK) Ltd may, from time to time and its sole discretion, offer promotional prices on some or all of the listed Services. For clarity, Commissions relating to discounted Services will be calculated on the price paid for, not the standard listing price.

3.10 You will be responsible for any and all ancillary payments, duties, taxes or other similar or related charges (including, but not limited to, interest and penalties) imposed on You further to any Commission You are paid or otherwise relating to the Referral Partner Scheme.

4. Term and Termination

4.1 This Agreement commences on the date You confirm Your acceptance of the same and will remain in effect until terminated by either of the parties in accordance with the terms hereunder. 4.2 Homesure (UK) Ltd may terminate the Agreement at any time by providing 30 days prior written notice to You, without justification.

4.3 If either of the parties materially breaches the terms of this Agreement, that party shall have fourteen (14) days to remedy that breach following notice of that breach from the other party. Failure to remedy a breach after this process will entitle the nonbreaching party to terminate the Agreement immediately on written notice.

4.4 If either party becomes bankrupt, insolvent, dissolved, or ceases trading, the Agreement will terminate immediately.

5. Confidential Information

5.1 Each party undertakes that it shall not disclose to any person the terms of this agreement or the contents of the discussions and negotiations which have led up to this agreement (Confidential Information), except as permitted by Clause 5.2.

5.2 Each party may disclose the other party's Confidential Information:

5.2.1 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 ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 5; and

5.2.2 as may be required by law, court order or any governmental or regulatory authority.

5.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

6. Representations, Indemnities and Limitations

By You

6.1 You hereby represent and warrant to Homesure (UK) Ltd that:

6.1.1 the information submitted to Homesure (UK) Ltd by You is completely accurate and truthful;

6.1.2 You will not make any representations on behalf of Homesure (UK) Ltd or supply or publish materials concerning the Services except those that have been approved or published by Homesure (UK) Ltd;

6.1.3 any information You provide to Referred Customers or any other third party about Homesure (UK) Ltd will be accurate;

6.1.4 You will not take any form of action nor make any statement that could reasonably be expected to reflect poorly on Homesure (UK) Ltd generally or could have a negative impact on the reputation of Homesure (UK) Ltd, its Services or otherwise; and

6.1.5 You obtain any and all approvals and permissions from Referred Customers that are necessary for You to submit each Referred Customer's information to Homesure (UK) Ltd.

6.2 Homesure (UK) Ltd may supply you with information about the Services to allow You to liaise with third parties in obtaining Referrals. The representations in Clause 6.1 shall apply to this information and Your use of the same.

6.3 Any warranty in a contract with a Referred Customer who has been referred by You under the terms of this Agreement will be for the sole benefit of the Referred Customer. Homesure (UK) Ltd makes no representations or warranties whatsoever to You regarding the Services and, to the extent permitted by law, Homesure (UK) Ltd disclaims any and all express or implied warranties or conditions not expressly stated herein. This includes, without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.4 You shall indemnify and hold harmless Homesure (UK) Ltd, its affiliates and their respective present, former and future officers, directors, employees and agents (now and in the future) and their respective legal representatives, successors and assigns from and against any and all losses, damages, costs, liabilities and expenses which any of the aforementioned may incur or sustain resulting from or arising out of the following:

6.4.1 Your breach of any representation, warranty, or covenant contained in this Agreement; 6.4.2 Services provided by the You to any Homesure (UK) Ltd customer; and

6.4.3 Any claims or actions of third parties alleging, without out limitation, unfair trade practices or false advertising in connection with statements or claims made by You in relation to Homesure (UK) Ltd or its Services. By Homesure (UK) Ltd

6.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH BY Homesure (UK) Ltd OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO Homesure (UK) Ltd IN THE TWELVE MONTHS IMMEDIATELY PRECEDING ANY ALLEGATION OF THE AFOREMENTIONED ACTIONS.

6.6 In no event shall Homesure (UK) Ltd be liable for any loss of profits, loss of business, or any indirect, special, exemplary, punitive, incidental or consequential damages as the result of any such action or inaction without regard to the likelihood of any such damages.

7. Non-Solicitation

7.1 During the term of this Agreement and for 12 months thereafter, You agree not to, either directly or indirectly, approach, solicit or enter into agreement with any Referred Customer who is deemed a Successful Referral to transfer the Services away from Homesure (UK) Ltd or any of its associated brands.

8. Intellectual Property

8.1 Homesure (UK) Ltd's trademarks, trading names, service marks, logos, other names and marks, and related product and service names, design marks and slogans (Intellectual Property) are the sole and exclusive property of Homesure (UK) Ltd. Except as otherwise provided in this Agreement, Referrer may not use any of the foregoing without the prior written consent of Company.

8.2 Homesure (UK) Ltd grants you a restricted licence to use the Intellectual Property for the sole purpose of facilitating Referrals and communicating with third parties. Nothing in this Agreement grants any form of right, title or ownership by You of Homesure (UK) Ltd's Intellectual Property.

8.3 Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Referrer sends to Company relating to any service provided by Company will be treated as being non-confidential and non-proprietary. Company may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

9. Miscellaneous

Relationship

9.1 The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

9.2 Nothing in this Agreement shall require You to refer Prospects to Homesure (UK) Ltd or to engage in any activities on behalf of or for the benefit of Homesure (UK) Ltd. No exclusivity for either party is expressed or implied in this Agreement.

Force Majeure

9.3 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement. Inability to pay is not Force Majeure. A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it:

9.3.1 promptly notifies the other of the Force Majeure event and its expected duration, and

9.3.2 uses reasonable endeavours to minimise the effects of that event.

9.4 If, due to Force Majeure, a party:

9.4.1 is or is likely to be unable to perform a material obligation, or

9.4.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 60 days total in any twelve months of operation of this Agreement, the other party may, within 30 days, terminate this Agreement on notice.

Variation

9.5 The terms of this Agreement may be amended by Homesure (UK) Ltd at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.

Severability

9.6 The unenforceability of any term of this Agreement will not affect the enforceability of any other part.

Waiver

9.7 Failure by Homesure (UK) Ltd to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

Conduct

9.8 Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and use all reasonable endeavours to ensure that it complies with any Customer Policies relating to prevention of bribery and corruption (as updated from time to time), and each shall use all reasonable endeavours to ensure that:

9.8.1 all of that party's personnel

9.8.2 all others associated with that party, and

9.8.3 all of that party's subcontractors, involved in performing the Services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

9.9 Without limitation to the above sub-clause, neither party shall make or receive any improper payment (including a bribe, as defined in the Bribery Act 2010), or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

Headings

9.10 The headings used throughout this Agreement are for convenience only and do not form part of the Agreement itself.

Rights of Third Parties

9.11 This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

Assignment

9.12 Homesure (UK) Ltd shall be free to assign or subcontract any or all of its obligations under this Agreement, and will provide You with notice of the same.

9.13 You may not, without Homesure (UK) Ltd's prior written consent, assign or subcontract any right or obligation under this Agreement, in whole or in part

Notices

9.14 Any notice referred to in this Agreement sent by Homesure (UK) Ltd shall be in writing (whether by email or letter) to the contact details held on Your account. It is Your responsibility to ensure these are accurate

Survival

9.15 Any terms in this Agreement that, by their nature and meaning, are applicable to circumstances arising because of and following the expiry or termination of this Agreement shall remain in full force and effect. The expiry or termination of this Agreement shall not discharge the liability of either party arising out of a breach of this Agreement during the term of the same. 9.16 Provided that You remain in compliance with the surviving terms of these Terms and Conditions, Homesure (UK) Ltd's obligations to pay Commission to You under this Agreement will continue.

Governing Law & Jurisdiction

9.17 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. 9.18 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Entire Agreement

9.19 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it places no reliance on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly incorporated into this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

Acknowledgment and Declaration

I confirm that I accept the terms contained herein and that I am duly authorised to enter into this Agreement:

Signature: _____

Name (print): _____

Date: _____