

AFFILIATE PROGRAMME TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions apply to the Affiliate Programme ("the Affiliate Programme") which is operated by a company registered in <<insert country>> with Registration Number <<insert Registration Number>> ("the Company").

The Company operates a website at <<insert URL>> ("the Company Website") for the

Affiliates (each an "Affiliate Website") for the purposes of marketing

Affiliates participating in the Affiliate Programme shall include one or more Affiliate Link Pages on their Affiliate Website.

By accepting these Terms and Conditions, the Affiliate hereby applies to become a member of the Affiliate Programme and shall enter into a contract with the Company upon the acceptance of the Affiliate's

in the <<insert name>> Affiliate Programme by <<insert Company name>> [a company registered in <<insert country>> under number <<Company Registration Number>>] at] OR [of] <<insert Address>>

website at <<insert URL>> ("the Company Website") for the purpose of selling goods to its users.

Affiliates (each an "Affiliate Website") for the purposes of marketing services to their users.

Affiliates participating in the Affiliate Programme shall include one or more Affiliate Link Pages on their Affiliate Website.

By accepting these Terms and Conditions, the Affiliate hereby applies to become a member of the Affiliate Programme and shall enter into a contract with the Company upon the acceptance of the Affiliate's

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

"Affiliate Landing Page"

on the Company Website that the Affiliate will display and that will be co-branded with the Affiliate's branding and the Company's

"Affiliate Link Page"

on the Affiliate Website which shall include an Affiliate Landing Page on the

"Affiliate Referred User"

who has clicked through to the Company Website from an Affiliate Link Page;

"Affiliate Website"

the website of an Affiliate enrolled in the

"Agreement"

the Agreement entered into by the Company and the Affiliate incorporating these Terms and Conditions which shall govern the Affiliate Programme, as set out in Clause 2;

"Commission"

the Commission payable by the Company to the Affiliate on net Sales, as set out in Clause 7;

"Completed Sale"

the purchase of goods offered for sale on the Company Website by an Affiliate Referred User who has clicked through directly to the Company Website from an Affiliate Link Page and that purchase occurring during a single browser session;

“Confidential Information”

either Party, information which is
by the other Party pursuant to
the Agreement (whether orally or
medium, and whether or not the
stated to be confidential or

“Effective Date”

the Agreement, as described in sub-

“Net Revenue”

each Completed Sale, the gross
the Company, exclusive of VAT
after the deduction of any rebate,
other adjustment granted or
to that Completed Sale, and any
ment or other charges (including
paid or payable by the Company
other than the Affiliate) in relation to

1.2 Unless the context
Conditions to:

ch reference in these Terms and

1.2.1 “writing”, and
communicat
similar mean

ion, includes a reference to any
onic or facsimile transmission or

1.2.2 a statute or
provision as

is a reference to that statute or
at the relevant time;

1.2.3 “these Term
Conditions a

a reference to these Terms and
nted at the relevant time;

1.2.4 a Clause or
Conditions; a

e to a Clause of these Terms and

1.2.5 a “Party” or t

parties to the Agreement.

1.3 The headings used
and shall have n
Conditions.

nditions are for convenience only
erpretation of these Terms and

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

1.6 References to perso

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2. Enrolment in the Affiliate

2.1 By enrolling in the A
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future changes.

Affiliate agrees that, at the time of
complete registration data and that
ended as required in the event of

2.2 Acceptance of thes
they wish to enrol in
in the Affiliate Prog
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s and the Affiliate’s indication that
constitutes an application to enrol
pany may, at its sole discretion,

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2.3 The Company may, at its sole discretion, accept or reject the Affiliate's acceptance of the Terms and Conditions. In the event that the Company rejects the Affiliate's acceptance, the Company will explain in writing the reasons for rejection. [The Affiliate may appeal the Company's decision, on the basis of the Company's reasons for rejection, if the reasons can be rectified, the Affiliate may appeal within 30 days of the date of the Company's decision.]

2.4 Upon the Company's acceptance of the Affiliate's application to enrol in the Affiliate Programme, the Company shall enter into an Affiliate Agreement with the Affiliate, subject to the Terms and Conditions ("the Agreement"). The Agreement shall be deemed to be formed on the Effective Date.

2.5 The Agreement shall not restrict or prevent the Company from entering into different arrangements with third parties.

3. The Company's Obligations

3.1 The Company shall operate and maintain the Company Website.

3.2 The Company shall maintain Affiliate Landing Pages.

3.3 The Company shall provide the Affiliate (including, but not limited to, the Affiliate Landing Pages) with the materials provided by the Company (including, but not limited to, the Affiliate Landing Pages) in accordance with the instructions provided by the Company.

3.4 The Company shall provide the Affiliate with the required materials to link to the Affiliate Landing Pages, including the code for the link and [an image file] OR [a code should be applied].

3.5 Access to the Company Website shall be provided to all Affiliate Referred Users in accordance with the standard website terms of use, privacy policy and applicable terms and policies which may apply from time to time.

3.6 The Company reserves the right to change the name of the Company Website at any time without notice.

4. Affiliate's Obligations

4.1 The Affiliate shall use its reasonable endeavours to market and promote the Company's goods via the Affiliate Link and to report the number of Completed Sales.

4.2 The Affiliate shall comply with the Terms and Conditions of the Affiliate Website as under sub-Clause 5.1 and provide the Affiliate with the Affiliate Link as under sub-Clause 5.2.

4.3 The Affiliate shall comply with all reasonable co-operation required in relation to the performance of its obligations under the Agreement.

4.4 The Affiliate shall provide the Company with access to any and all information which may be requested by the Company in relation to the Affiliate's performance of its obligations under the Agreement.

- Company's performance under the Agreement.
- 4.5 The Affiliate shall comply with all applicable laws and regulations with respect to its business and the Company's business.
- 4.6 In the event of any conflict between the Affiliate's obligations under the Agreement and the laws and regulations of the Affiliate in the performance of its obligations, the Affiliate shall have the right to rely on the laws and regulations of its own obligations to the Company.
- 4.7 The Affiliate shall not bind the Company with respect to Affiliate Referred Party. The Affiliate shall not be appointed as an agent of the Company for any purposes. The Affiliate shall not make any commitment about or on behalf of the Company's goods [or services].
5. **The Affiliate Website and Content**
- 5.1 The Affiliate shall be responsible for creating and maintaining the Affiliate Website including, but not limited to, all links to the Company's Website.
- 5.2 The Affiliate shall, [promptly, following the Effective Date] OR [insert date] submit the following materials to the Company:
- 5.2.1 Images for use on the Affiliate Website (including, but not limited to, the Affiliate Link Page(s));
- 5.2.2 [Copy for inclusion on the Affiliate Link Page(s)];
- 5.2.3 Designs and content for the Affiliate Link Page(s) for the Company's approval;
- 5.2.4 Changes to the Affiliate Link Page(s) made following the Company's approval;
- 5.2.5 <<insert additional materials>>.
6. **Affiliate Reports**
- Within <<insert period>> after the end of each calendar month, the Company shall provide to the Affiliate a report containing the following data for that calendar month:
- 6.1 The total number of sales made from the Company Website from the Affiliate Link Page(s);
- 6.2 The number of Affiliate Referred Parties who have registered on the Company Website; and
- 6.3 The number of Commissionable Sales made from the Affiliate Link Page(s) as set out in the Affiliate Agreement.
7. **Commission and Payment**
- 7.1 The Company shall pay the Affiliate Commission at the rates set out in sub-clause 7.2 on the Net Sales basis.
- 7.2 Commission shall be payable to the Affiliate on the following basis:

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7.3	Commission shall be calculated on an accruals basis. If the Company's revenue is not recognised for tax purposes, the Commission shall be calculated on a Completed Sale basis.	7.3	Company shall provide the Affiliate with copies of all sales receipts, not on an accruals basis but on a Completed Sale basis, to enable the Affiliate to calculate the Commission on a Completed Sale basis.
7.4	All sums payable to the Affiliate shall be paid in addition to the sums payable to the Company.	7.4	If VAT is chargeable, it shall be payable by the Company.
7.5	The Affiliate shall provide the Company with its contact details and address details changed since the date of the Agreement and shall complete any and all forms required by Revenue & Customs and any other applicable public authorities in connection with its activities under the Agreement.	7.5	The Company shall provide the Affiliate with its contact details and address details changed since the date of the Agreement and shall complete any and all forms required by Revenue & Customs and any other applicable public authorities in connection with its activities under the Agreement.
7.6	The report specified in the Agreement shall include a statement of the sums due from the Company to the Affiliate for the calendar month to which the report applies. The Company shall pay the sums to the Affiliate within 30 calendar days after the end of the calendar month, or, if later, within 7 calendar days of the receipt of a proper invoice from the Affiliate.	7.6	The report specified in the Agreement shall include a statement of the sums due from the Company to the Affiliate for the calendar month to which the report applies. The Company shall pay the sums to the Affiliate within 30 calendar days after the end of the calendar month, or, if later, within 7 calendar days of the receipt of a proper invoice from the Affiliate.
7.7	In the event of any fraud and where sums payable to the Company's, the Affiliate shall be responsible for the repayment of any related Commission.	7.7	In the event of any fraud and where sums payable to the Company's, the Affiliate shall be responsible for the repayment of any related Commission.

<p>8.1 Upon the Affiliate's grant to the Affiliate use the Company's and the Company to the form of Affiliate Link Affiliate's obligations</p>		<p>the Programme, the Company shall transferrable, royalty free licence to use the Company's and all other materials provided by the Company required to establish links, in the form of Affiliate Link on any Website and to perform the obligations</p>
<p>8.2 By enrolling in the Affiliate Programme in sub-Clause 5.2 to the Affiliate Programme, the Affiliate shall grant to the Company a non-exclusive, non-transferable, royalty free licence to use the Affiliate's trade marks and any and all other materials provided by the Affiliate to the extent required to operate the Affiliate Programme and to perform the Company's obligations under the Affiliate Agreement.</p>		<p>the Affiliate, by submitting the materials specified in sub-Clause 5.2 to the Affiliate Programme, the Affiliate shall grant to the Company a non-exclusive, non-transferable, royalty free licence to use the Affiliate's trade marks and any and all other materials provided by the Affiliate to the extent required to operate the Affiliate Programme and to perform the Company's obligations under the Affiliate Agreement.</p>
<p>8.3 The Affiliate acknowledges that the Company (and its licensors, as applicable) own all rights in the Company Website, any materials provided to the Company [and its licensors], and the Company's goods [and services]. Except as expressly provided in the Affiliate Agreement, the Affiliate shall not grant the Affiliate any rights to or in the Company Website, its contents, database rights, trade marks, trade secrets, or any other rights or licences belonging to the Company (and its licensors, as applicable).</p>		<p>the Company (and its licensors, as applicable) own all rights in the Company Website, any materials provided to the Company [and its licensors], and the Company's goods [and services]. Except as expressly provided in the Affiliate Agreement, the Affiliate shall not grant the Affiliate any rights to or in the Company Website, its contents, database rights, trade marks, trade secrets, or any other rights or licences belonging to the Company (and its licensors, as applicable).</p>

8.4 The Company acknowledges that the Party (if applicable) own all intellectual property rights in the materials provided to the Company. The License Agreement shall not be construed to assign or license any patents, database rights, trademarks, trade secrets or other intellectual property rights.

at the Affiliate (and its licensors, as set forth in the Affiliate Website and any other documents, as expressly stated herein, the Affiliate shall retain all of its rights to or in any copyrights, patents (registered or unregistered), trade secrets, and other intellectual property licences belonging to the Affiliate.

9. Confidentiality

9.1 Except as provided
Party, each Party s
and [for <<insert pe

authorised in writing by the other
the continuance of the Agreement
copy or termination:

9.1.1 keep confide

Information;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any
contemplate

for any purpose other than as
Terms and Conditions;

9.1.4 not make any
any Confidential

any way or part with possession of

9.1.5 ensure that contractors do not be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any

to:

a) any sub-con

Party;

b) any government

or regulatory body; or

c) any employee persons, par

y or of any of the aforementioned

to such extent as may be necessary to carry out these Terms. The Party shall file a Confidentiality Agreement with the Commission. No disclosure is required if the employee or other Party is not asked a question. Such terms of this Agreement shall be used and to use the same and

for the purposes contemplated by required by law. In each case that party, or body in question that the essential and (except where the under sub-Clause 9.2.1(b) or any y) obtaining and submitting to the y undertaking from the party in be as nearly as practicable in the Confidential Information confidential for which the disclosure is made;

9.2.2 use any Confidential Information or other person's Confidential Information or at any time in the future, without the fault of that person, to disclose such Confidential Information or knowledge.

any purpose, or disclose it to any
it is at the date of the Agreement,
nes, public knowledge through no
se or disclosure, that Party must
tial Information which is not public

9.3 The provisions of the terms, notwithstanding reason.

be in force in accordance with their
expiry of the Agreement for any

10. Data Protection

- 10.1 Each Party shall at all times, at its own expense, ensure that it complies with the requirements of all applicable regulatory requirements in force from time to time in the relevant jurisdiction with respect to the use of personal data, and shall assist the other Party in complying with the same.
- 10.2 The legislation and regulations referred to in sub-Clause 10.1 include, but are not limited to, the GDPR (the retained EU law version of Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003.

11. Indemnity

- 11.1 Subject to sub-Clause 11.3, the Company shall indemnify the Company against all liabilities, costs, damages, losses (including, but not limited to, direct or consequential loss of profit, loss of reputation, and any and all interest, penalties, fines, and costs) (collectively, "Indemnifiable Losses") suffered or incurred by the Company in connection with the operation of the Affiliate Website or the marketing or promotion of the Affiliate Website.
- 11.2 Subject to sub-Clause 11.3, the Affiliate shall indemnify the Affiliate against all liabilities, costs, damages, losses (including, but not limited to, direct or consequential loss of profit, loss of reputation, and any and all interest, penalties, fines, and costs) (collectively, "Indemnifiable Losses") suffered or incurred by the Affiliate in connection with the operation of the Company Website or the marketing or promotion of the Company Website.
- 11.3 The indemnities set forth in sub-Clauses 11.1 and 11.2 shall apply provided that:
- 11.3.1 The indemnified Party shall provide prompt notice of any such claim;
- 11.3.2 The indemnified Party shall provide reasonable co-operation to the indemnifying Party in connection with the defense of such claim at the indemnified Party's expense;
- 11.3.3 The Indemnifying Party shall have the sole authority to defend or settle the claim.

12. Liability

- 12.1 Subject to sub-Clause 12.2, the Company shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for any loss of profit or other damages suffered or incurred by the other Party as a result of the termination of the Agreement or any breach of the Agreement, including anticipated savings.
- 12.2 Subject to sub-Clause 12.2.1, the Affiliate shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for any loss of profit or other damages suffered or incurred by the other Party as a result of the termination of the Agreement or any breach of the Agreement, including anticipated savings.
- 12.2.1 Any loss arising from the termination of the Agreement or any breach of the Agreement shall be limited to the decision not to terminate the Agreement.

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tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

13.5.6 anything and
jurisdiction o

foregoing under the law of any
her Party;

13.5.7 the other Pa

to cease, to carry on business; or

13.5.8 control of th
persons not
Agreement.
"connected"
Sections 112

ed by any person or connected
other Party on the date of the
this Clause 13, "control" and
e meanings ascribed thereto by
of the Corporation Tax Act 2010.

13.6 For the purposes of
of remedy if the Par
respects.

each shall be considered capable
with the provision in question in all

13.7 The rights to termi
remedy of either Pa
breach.

ll not prejudice any other right or
ch concerned (if any) or any other

14. Effects of Termination

Upon the termination of the

on:

14.1 any sum owing by
Agreement shall be

under any of the provisions of the
nd payable;

14.2 all licences and b
immediately;

the Agreement shall terminate

14.3 each Party shall re
as requested) and
items (and any and

r destroy or otherwise dispose of,
any materials, property, or other
ging to the other Party;

14.4 each Party shall (e
cease to use, eithe
shall immediately re
control which conta

rrered to in Clause 9) immediately
any Confidential Information, and
ny documents in its possession or
tial Information;

14.5 all Clauses which, e
the expiry or termin
and

ir nature, relate to the period after
shall remain in full force and effect;

14.6 termination shall no
which the terminati
termination or any
may have in respec
the date of terminat

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
greement which exist at or before

15. Force Majeure

15.1 Neither Party shal
obligations where s
the reasonable cont

ure or delay in performing their
lts from any cause that is beyond

15.2 [In the event that a

their obligations as a result of force

majeure for a continuing period of <<insert period>>, the other Party may at its discretion suspend or terminate the Agreement by <<insert period>> written notice at the end of

<<insert period>>, the other Party may at its discretion suspend or terminate the Agreement by <<insert period>> written notice at the end of

16. **No Waiver**

No failure or delay by either Party in exercising its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or of any subsequent breach of the same or any

No failure or delay by either Party in exercising its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or of any subsequent breach of the same or any

17. **Further Assurance**

Each Party shall execute and do all such acts and deeds, documents, and things as may be necessary to carry out the Agreement into full force and effect.

Each Party shall execute and do all such acts and deeds, documents, and things as may be necessary to carry out the Agreement into full force and effect.

18. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution, and carrying into effect of the Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution, and carrying into effect of the Agreement.

19. **Assignment and Other Dispositions**

19.1 The Affiliate shall not, without the prior written consent of the Company, declare a trust over, or sub-license or otherwise delegate any of its rights under the Agreement, or sub-obligations thereunder.

19.1 The Affiliate shall not, without the prior written consent of the Company, declare a trust over, or sub-license or otherwise delegate any of its rights under the Agreement, or sub-obligations thereunder.

19.2 The Company may, without the prior written consent of the Affiliate, declare a trust over, or sub-license or otherwise delegate any of its rights under the Agreement, or sub-obligations thereunder.

19.2 The Company may, without the prior written consent of the Affiliate, declare a trust over, or sub-license or otherwise delegate any of its rights under the Agreement, or sub-obligations thereunder.

20. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by the Agreement.

21. **Third Party Rights**

No part of the Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

No part of the Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

22. **Notices**

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

22.2 Notices shall be deemed to have been given:

22.2 Notices shall be deemed to have been given:

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22.2.1 when delivered by a registered messenger or other messenger (including during business hours of the recipient; or

22.2.2 when sent, by post, e-mail or e-mail and a successful transmission is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notice shall be given to the most recent address, e-mail address, or facsimile address of the other Party.

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23. Entire Agreement

23.1 The Agreement, in its entirety, constitutes the entire agreement between the Parties and may not be modified or amended in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement, and that it has accepted the terms, conditions, warranties or other terms implied by statute or common law to the fullest extent permitted by law.

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24. Severance

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, or otherwise unenforceable, that / those provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall remain valid and enforceable.

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25. Law and Jurisdiction

25.1 The Agreement and all disputes arising out of or in connection with the Agreement shall be governed by the law of England and Wales.

25.2 Any dispute, controversy or claim between the Parties relating to the Agreement or the performance of the Agreement or the matters and obligations arising out of or in connection with the Agreement shall fall within the jurisdiction of the courts of England and Wales.

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