

► Affiliate information form

This information will be used to administer your account. Please complete this form and return either:

- by fax to: **0870 755 0736**
- online: **www.lumleyjacobsaffiliates.com** (click 'To become a Lumley Jacobs affiliate')
- by post to: **Freepost LUMLEY JACOBS** (no other address details required)

If you have any questions regarding any sections on this form please call **0870 330 9111**

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SECTION 1A Key contact details

Fields marked * must be completed to register as an affiliate with Lumley Jacobs enabling trading and referral fee income

Title:	*First name:
*Surname:	
*Company name:	
Company Address:	*Telephone:
Town:	Mobile:
County: Postcode:	Email to which all general correspondence documentation will be sent:

SECTION 1B Company head office details – if different from above

Company Address:	Telephone:
Town:	Fax:
County: Postcode:	*Email to which all order/purchase documentation will be sent:
*Customer facing website address:	

If you have additional branches/franchises that you wish to include please see **Section 4** overleaf

Continues overleaf

The following information will help us to administer your account.

2 Bank details

Please enter the details of the account where you wish your referral fees to be paid.

Name of bank:
Name of account:

Account Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sort code:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3 Additional company information

Are you VAT registered?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If yes please give VAT Registration Number:

Please do not fill this in if you are not sure of your VAT status – as we are not able to retroactively amend VAT any transacted business. **Note: If this section is not completed we will assume that you are not VAT registered**

Are you FSA Authorised?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Are you BIBA registered?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Please indicate number of employees in your company:
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Is the company part of a network?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If yes, please give the name of the Broker network below:
<input type="text"/>

Please indicate your Broker network as you may be eligible for an additional discount.

Can you indicate percentage split for personal/commercial lines?
Personal % Commercial %

Please indicate which products you are interested in
Personal and commercial <input type="checkbox"/> Personal <input type="checkbox"/> Commercial <input type="checkbox"/>

4 Additional branches

If you have additional branches or franchises that you would like to include please give details on a separate sheet including; branch name, address, telephone number and email to which all order/purchase documentation should be sent.

If you would like us to provide specific sales reports for additional branches or individuals within branches, please tick

5 Please give the contact details for the following departments

SECTION 5A Finance department – key contact

First Name:
Surname:
Job Title:
Telephone:
Mobile:

Email:
Address (If different from head office):
<input type="text"/>
Town:
County: Postcode:

SECTION 5B Sales and marketing department – key contact

Please indicate whether you require a branded (white labelled) version of the sales literature and online order/purchase system Yes No

For more information on white labelling please visit www.lumleyjacobsaffiliates.com or call 0870 330 9111

First Name:
Surname:
Job Title:
Telephone:
Mobile:

Email:
Address (If different from head office):
Town:
County: Postcode:

SECTION 5C IT department – key contacts

5C (i) Customer facing website contact

First Name:
Surname:
Job Title:
Telephone:
Mobile:

Email:
Address (If different from head office):
Town:
County: Postcode:

5C (ii) Back-end internal system contact

First Name:
Surname:
Job Title:
Telephone:
Mobile:

Email:
Address (If different from head office):
Town:
County: Postcode:

5C (iii) Branded (white labelled) systems

Do you want to white label the Lumley Jacobs order/purchase system? Yes No

For more information on white labelling please visit www.lumleyjacobsaffiliates.com or call 0870 330 9111

Do your telesales (or sales) staff have internet access? Yes No

Information relating to IT should be emailed to: it@lumleyjacobs.com

Terms of business

These terms and conditions set out the Agreement entered into between Lumley Jacobs Limited, registered company number 05066916 ("Lumley Jacobs") of Haslers, Old Station Road, Loughton, Essex IG10 4PL and you relating to your promotion of products made available through Lumley Jacobs' website ("Products") and Lumley Jacobs' obligations to you in so doing the ("Affiliate Programme").

1. Referrals

Lumley Jacobs will provide you with a unique identifier when you sign up to the Affiliate Programme. You will also be provided with a format for web links to Lumley Jacobs' website that will allow Lumley Jacobs to identify a website user as having been referred by you. This Agreement commences on our sending to you your unique identifier.

In order to earn referral fees you must successfully refer a purchaser (being a third party) to Lumley Jacobs' website and Lumley Jacobs must be able to identify that the purchaser was referred by you.

You can do this by:

ensuring that the purchaser used an appropriately configured web link to enable Lumley Jacobs to identify that user as having come from your website; or
ensuring that the purchaser enters your unique identifier when placing an order for Products.

Lumley Jacobs will not be liable to you with respect to any failure by you to use an appropriately configured web link on your site, or to have a purchaser enter your unique identifier, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you under this Agreement.

You hereby agree to use your best endeavours to promote take-up by your clients of appropriate Products through the Lumley Jacobs website and not to promote similar products from other suppliers for the duration of this Agreement.

2. Referral Fees

Referral fees accrue on completion of a sale of the Product to a purchaser at the rates agreed by Lumley Jacobs and you, based on the value of the payment received by Lumley Jacobs from the purchaser excluding VAT, banking cost and postage and packing. If you are VAT registered Lumley Jacobs will pay referral fees including VAT. A sale is completed when the Product is dispatched to the purchaser. Any additional payments made by the purchaser in connection with the Product will attract referral fees.

Referral fees are added to your account over the course of each calendar month as they accrue. Provided that your account is more than £50 (fifty pounds) in credit at the end of the calendar month your nominated bank account will be credited with your account's credit balance within 14 days of the end of each calendar month. Account balances of less than £50 (fifty pounds) will be carried over to the next calendar month.

Lumley Jacobs will use its reasonable endeavours to make your account balance and a referral fee breakdown available to you securely online at its website. Lumley Jacobs will issue a monthly statement summarising your account transactions and any referral fees payable.

In the event that a Product is dispatched but subsequently returned Lumley Jacobs reserves the right to debit the referral fee for that Product from your account.

If you hold a trading account with Lumley Jacobs you, or Lumley Jacobs, may set off referral fees against your outstanding trading account balance. Your monthly referral fee statement and trading account statement will detail any such set offs.

3. Where You Act as Agent

Where you have purchased a Product on behalf of a client, referral fees will accrue on receipt of each payment from you for that Product at the rates agreed by Lumley Jacobs and you, and you will be paid the referral fees on the basis described above. Where you are taking payment from your client on a periodical basis for the Product, referral fees will accrue on each periodical payment made by you to Lumley Jacobs.

4. Marketing Material

Lumley Jacobs will provide you with appropriate marketing material to assist with your promotion of its Products in your branches and on your website and will try to supply any additional material you reasonably request. You must only use the most up to date version of marketing materials supplied by Lumley Jacobs.

Lumley Jacobs grants you a non-exclusive, revocable, worldwide, royalty-free licence to use its marketing materials in their original format as necessary solely to promote the Products.

Other than the limited licence granted above, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to Lumley Jacobs' web link formats, Lumley Jacobs' website and any third party materials.

You may request training in the Products and the Lumley Jacobs website from Lumley Jacobs which may be delivered by Lumley Jacobs free of charge unless otherwise agreed in writing.

5. Data Protection

You agree that by participating in the Affiliate Programme and placing any of Lumley Jacobs' formatted links within your site, Lumley Jacobs may receive information from or about visitors to your website or communications between your website and those visitors. By participating in the Affiliate Programme you give specific and unconditional consent to and authorisation for our access to, use, receipt, storage and disclosure of any and all such information, in keeping with the policies and procedures set out in our

6. Your Website

You will be solely responsible for the development, operation and maintenance of your website and for all materials that appear on your website. For example, you will be solely responsible for:

the technical operation and maintenance of your website and all related equipment;
creating and posting Product descriptions on your website and the formatting of your Lumley Jacobs web links;
the accuracy and appropriateness of materials posted on your website (including, among other things, all Product-related materials);
ensuring that materials posted on your website do not breach or infringe upon the rights of any third party.

Lumley Jacobs disclaims all liability for these matters. You will indemnify and hold Lumley Jacobs harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and content of your website.

7. Modification

Lumley Jacobs may modify any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by posting a change notice or a new agreement on its

website. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Programme rules. If you do not object to a change in terms and conditions within one week of the change being made, you will be deemed to have accepted that change. If you do not wish to accept a change you may terminate this Agreement.

If any of these terms are deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

8. Relationship with Lumley Jacobs

We are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations, guarantees or warranties on Lumley Jacobs' behalf. You will not make any statement or representation, whether on your website or otherwise, that would suggest otherwise.

9. Limitation of Liability

Lumley Jacobs will not be liable for loss of business, profits, revenue or data, or any indirect, special, or consequential damages arising in connection with this Agreement or the Affiliate Programme, even if it has been advised of the possibility of such damages. Further, its aggregate liability arising with respect to this Agreement and the Affiliate Programme will not exceed the total referral fees paid or payable to you under this Agreement at the time that the event giving rise to the liability arises.

Notwithstanding the previous paragraph, nothing in this Agreement will operate to exclude any liability for death or personal injury arising as a result of the negligence of Lumley Jacobs, its employees, agents or authorised representatives, or for fraudulent misrepresentation, or any other liability which may not be excluded or limited under the applicable law.

10. Disclaimer

To the fullest extent permitted by law, Lumley Jacobs excludes all implied terms or implied warranties of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement with respect to the Affiliate Programme or any Products sold through the Affiliate Programme. In addition, Lumley Jacobs makes no representation that the operation of its website will be uninterrupted or error-free and Lumley Jacobs will not be liable for the consequences of any interruptions or errors.

11. Events beyond Lumley Jacobs' reasonable control

Lumley Jacobs will not be held responsible for any delay or failure to comply with its obligations under this Agreement if the delay or failure arises from any cause that is beyond its reasonable control. This term does not affect your statutory rights.

12. Term

The term of this Agreement will begin upon Lumley Jacobs' acceptance of your Affiliate Programme application evidenced by the transmission of your unique identifier by Lumley Jacobs and will end when terminated by either party. Either you or Lumley Jacobs may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only entitled to earn referral fees on sales of Products occurring during the term and fees earned up to the date of termination will remain payable only if the related orders are not cancelled or returned. Lumley Jacobs may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, you must immediately cease use of, and remove from your website, all links to the Lumley Jacobs website and cease use of all Lumley Jacobs marketing materials.

13. Waiver

No waiver or forbearance or failure or delay by Lumley Jacobs to exercise any right, power or remedy will operate as a waiver or be construed as operating as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

14. Entire Agreement

This Agreement and the document setting out your referral rates constitutes the entire agreement between you and Lumley Jacobs in respect of the Affiliate Programme and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Lumley Jacobs with respect to the Affiliate Programme. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. Third Party Rights

None of the terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a party other than you or Lumley Jacobs.

16. Law

This Agreement is governed by and shall be construed in accordance with English Law, and any claim brought under this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

17. VAT

If you are VAT registered and have provided a valid VAT registration number, Lumley Jacobs will pay you referral fees plus VAT, either on production of a valid VAT invoice or, if you have signed a 'Self Billing Agreement' under the terms of that arrangement.

Lumley Jacobs offers a self billing arrangement for VAT registered affiliates. The terms of the arrangement are set out in the 'Self Billing Agreement' with which VAT registered affiliates are provided.

If you are not currently VAT registered and later become so, you must notify Lumley Jacobs within one month of your effective date of registration. Lumley Jacobs will then offer you a self billing arrangement effective from the first day of the following month. You will be responsible for issuing a VAT invoice for any VAT due prior to that date and Lumley Jacobs will pay this to you on receipt of a valid VAT invoice.

Lumley Jacobs' monthly statement summarising your account transactions will include details of any VAT paid to you.

Completed forms should be faxed to:

0870 755 0736

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