

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms on which we provide our Referral and Affiliate Program (“**Program**”) to you.
- 1.2 **Why you should read them.** Please read these terms carefully before using the Program. These terms tell you who we are, what we do and other important information that you should be aware of. If you have any questions in relation to these terms, please contact us as soon as possible.

2. INFORMATION ABOUT US

- 2.1 **Who we are.** We are Collingwood Insurance Services (U.K.) Limited a company registered in England and Wales with company number 04174235 (“**we**”, “**us**” and “**our**”). Our registered office is at Collingwood House, Redburn Court, Earl Grey Way, North Shields NE29 6AR.
- 2.2 **How to contact us.** You can contact our customer services department by telephone on 0345 470 0014, by post at Collingwood House, Earl Grey Way, North Shields, Tyne and Wear NE29 6AR or by email at instructors@collingwood.co.uk.

3. THE PROGRAM

- 3.1 **Enrolling on the Program.** To apply to enrol on the Program, you must complete and submit the application form on our website www.collingwoodinstructors.co.uk (“**Website**”). We seek to notify you of whether your application has been accepted as soon as practicable and, in any event, within 30 days of your application being submitted. We reserve the right to accept or reject your application at our sole discretion.
- 3.2 **Applications that will automatically be rejected.** An application will be automatically rejected if it contains or promotes any of the following:
- 3.2.1 discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 3.2.2 sexually explicit materials;
 - 3.2.3 violence;
 - 3.2.4 unlawful activities; or
 - 3.2.5 any other content that we deem to be offensive or otherwise inappropriate at our sole discretion.
- 3.3 If, following acceptance of your application, it transpires that your application is, or was, in breach of clause 3.2, we reserve the right at our sole discretion to terminate this agreement immediately.

4. LINKING TO OUR WEBSITE AND MARKETING MATERIALS

- 4.1 **Linking to our website.** If your application is accepted, you will be asked to include a link to our Website on your website. We will provide you with specific instructions and link formats (“**Link Formats**”) to do so. The Link Formats are designed to accurately record tracking and reporting between our Website and your website.
- 4.2 **You are solely responsible for properly utilising the Link Formats.** You are solely responsible for properly utilising the Link Formats. The Link Formats will be used to determine what referrals you make to our Website (“**Special Links**”). Your failure to adequately maintain the Link Formats and Special Links may result in you losing the right to receive Referral Fees (defined below).
- 4.3 **We may disable the Special Links.** We reserve the right to disable the Special Links at any time if we, in our sole discretion, believe that failure to do so would be prejudicial to us in any way.
- 4.4 **We will also provide you with marketing materials.** If your application is accepted, we will also provide you with marketing materials (“**Marketing Materials**”). The Marketing Materials will contain a referral code specific to you, which customers can input on our Website or quote to our customer services team over the telephone.
- 4.5 **We will keep a record of all customers who place an order with us because they have followed the Special Links on your website or quoted the referral code specific to you.** Subject to clause 4.6, we will keep a record of all customers who place an order with us because they have followed the Special Links on your website or quoted the referral code specific to you, either on our Website or to our customer services team over the telephone (“**Referred Orders**”).
- 4.6 **Referred Orders must meet certain criteria.** In order to be processed and recorded, all Referred Orders must meet the following conditions:
- 4.6.1 the customer must have followed the Special Links and quoted the correct referral code when placing an order with us;
 - 4.6.2 the customer must register as a new customer, and renewal of a product or entry into of any further products offered by us by an existing customer (or former customer where there has been a gap in cover) will not constitute a Referred Order; and

4.6.3 the customer must purchase a new learner driver insurance policy with your referral code still valid.

5. REFERRAL FEES

When and how we pay Referral Fees. We will pay an amount to you monthly and in arrears, which will be calculated in accordance with Schedule 1 to these terms ("**Referral Fees**"). Unless otherwise agreed in writing between the parties, no other fees will be paid to you. No Referral Fees shall be paid for any Referred Orders until the later of:

- 5.1 payment by the customer being received by us in full; and
- 5.2 the cancellation period relevant to that order expiring without cancellation.

6. TERM

- 6.1 **When this agreement starts and finishes.** This agreement begins on our acceptance of your application to enrol on the Program and ends on the date that it is terminated in accordance with clause 6.2 ("**Term**").
- 6.2 **Termination.** Either party may terminate this agreement at any time with or without cause and for any reason whatsoever by giving the other party two (2) days' written notice.
- 6.3 **We may discontinue the Program at any time.** We may, at any point and for any reason, discontinue the Program immediately. In the event that we choose to discontinue the Program, we will notify you as soon as reasonably practicable.
- 6.4 **Removal of our links upon termination.** Upon termination of this agreement for any reason, you will immediately remove from your website, and cease to use in any way, the Link Formats, the Special Links and the Licensed Materials (as defined below) owned, developed, licensed or created by us and provided to you, either by us or on our behalf.
- 6.5 **You must return any Marketing Materials to us upon termination.** Upon termination of this agreement for any reason, you must immediately return to us, at your own cost, any Marketing Materials previously provided to you by us.
- 6.6 **No Referral Fees are payable following termination.** You will not receive any Referral Fees in relation to any Referred Orders made after termination. Referral Fees earned up to termination will only be paid if the related orders are not cancelled or returned. We may withhold final payment for a reasonable amount of time to ensure that any such payment is for the correct amount.

7. LICENCE

- 7.1 **What you can use.** During the Term, we hereby grant you a non-exclusive, revocable, non-transferable right and license to use:
 - 7.1.1 the Special Links for the sole purpose of displaying the Special Links on your website;
 - 7.1.2 the Marketing Materials; and
 - 7.1.3 our names, marks or symbols, logos, fanciful or other characters, designs, representations, figures, drawings, photographs, ideas or other proprietary designations or properties ("**Licensed Materials**") for the sole purpose of advertising, promoting or marketing your relationship with us.
- 7.2 **Prior approval of the Licensed Materials is needed.** If you intend to use the Licensed Materials in any way, you must seek our prior approval by sending us all proposed material that incorporates the Licensed Materials, as well as a brief summary to explain the proposed use ("**Proposal**"). The Proposal must be submitted to us at least ten (10) days prior to the date of first intended use. We will seek to notify you of our approval or disapproval of the Proposal within five (5) days of our receipt. Approval or disapproval of the Proposal will be at our sole discretion. We reserve the right to amend or implement additional control measures to protect the Licensed Materials. We also reserve the right to periodically monitor your use of the Licensed Materials to ensure compliance with these terms.
- 7.3 **No other materials are to be used by you.** Save as expressly outlined in these terms, it is not intended that you are to receive any other right, interest or title in any other material owned or operated by us.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 **All intellectual property rights belong to us.** We are the creator of the Special Links, the Marketing Materials and the Licensed Materials, and all rights in the same will be our property. You acknowledge that all intellectual property rights in the Special Links, the Marketing Materials and the Licensed Materials, and the goodwill associated therewith, are solely owned by and belong to us. Any and all additional goodwill associated with the Special Links, the Marketing Materials and the Licensed Materials created through your use will inure to our sole benefit. You agree not to register, or attempt to register, any brand, names, marks or other elements of the Special Links, the Marketing Materials or the Licensed Materials as a trademark, service mark, Internet domain name, trade name or any similar trademarks or name with any domestic or foreign governmental or quasi-governmental authority which would, in our view, be likely to cause confusion with any of the Special Links, the Marketing Materials or the Licensed Materials.

- 8.2 **All other intellectual property rights in any of our other products belong to us.** All other intellectual property rights in any of our other products belong to us. The intellectual property rights being granted to you are those expressly referred to in this agreement. We do not intend you to receive any other rights.
- 8.3 **You must not change, amend or alter the Special Links, the Marketing Materials or the Licenced Materials.** For the avoidance of doubt, you are strictly prohibited from changing, amending or otherwise altering the Special Links, the Marketing Materials or the Licenced Materials in any way.

9. INDEMNITY

You agree to indemnify us against loss, damage, etc. You agree that you will be solely responsible for, and that you will defend, indemnify and hold us harmless against any and all claims, suits, damages, losses (including, without limitation, loss of reputation), liabilities, obligations, penalties and expenses (including professional fees and expenses) relating to or based on, without limitation:

- 9.1 the development, operation and maintenance of your website;
- 9.2 any materials that appear on your website;
- 9.3 the technical operation of your website, and all related equipment;
- 9.4 creating and posting product reviews, descriptions and references on your website;
- 9.5 the accuracy and propriety of materials posted on your website;
- 9.6 ensuring that materials posted on your website do not violate or infringe upon the rights of any third party and are not libellous or otherwise illegal;
- 9.7 any breach by you of any of these terms.

10. PAY-PER CLICK POLICY

- 10.1 **Bidding, varying or misspelling our brand name.** For the avoidance of doubt, bidding on our brand name, or any other name or term that we, at our sole discretion, would deem to cause confusion with, or adversely affect, our brand name (including any variation or misspelling of our brand name) or business on any search engine is strictly prohibited. This includes, without limitation, the terms Collingwood, Collingwood Insurance, Collingwood Learners, Collingwood.co.uk, CollingwoodAnnualLearners.co.uk and CollingwoodLearners.co.uk. Undertaking Search Engine Optimisation activities or other activities to promote the availability of discount codes or referral codes offered by us is prohibited.
- 10.2 **We analyse search engine results.** Search engine results are analysed seven (7) days a week. If you are in breach of clause 10.1, this agreement will terminate immediately.

11. CHANGING THESE TERMS

- 11.1 **We can change any part of these terms at any time.** At our sole discretion, we may change any part of these terms at any time. If we make a change, we will post any changes or upload a new agreement on our Website.
- 11.2 **If you continue to use the Program, you will be deemed to have accepted any change.** If any change is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the Program following our posting of a change or our uploading of a new agreement on our Website will constitute binding acceptance by you of the change.

12. LIMITATION OF LIABILITY

- 12.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** For the avoidance of doubt, this includes:
- 12.1.1 liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or sub-contractors;
- 12.1.2 fraud or fraudulent misrepresentation; and
- 12.1.3 any other liability which cannot be limited or excluded by applicable law.
- 12.2 **We are not liable for indirect, special or consequential loss.** We will not be liable for indirect, special or consequential loss or damage (including, without limitation, loss of revenue, profits or data) arising in connection with this agreement or the Program, even if we have been advised of the possibility of such damages.
- 12.3 **Our aggregate liability is limited to the total Referral Fees paid or payable to you.** In any event, our aggregate liability arising with respect of this agreement and to the Program will not exceed the total Referral Fees paid or payable to you under these terms.

13. DISCLAIMER

We do not make any warranties or representations whatsoever. For the avoidance of doubt, we make no express or implied warranties or representations in relation to:

- 13.1 the Program;
- 13.2 any products sold through the Program, whether directly or indirectly including, without limitation, warranties of fitness;
- 13.3 for the purpose of merchantability, non-infringement or any implied warranties arising out of a course of performance,
- 13.4 dealing or trade usage;
- 13.5 our Website including, without limitation, whether it will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

14. INDEPENDENT INVESTIGATION

You have read these terms and, if necessary, spoken to your legal advisors. You acknowledge that you have read and agree to these terms, and that you have had an opportunity to consult with your own legal advisors prior to doing so. You also agree that, in interpreting these terms, no weight shall be placed upon the fact that these terms have been drafted by us and you shall not assert that this agreement is unenforceable or invalid on the grounds that it is a contract of adhesion, that it is unconscionable or any similar theory.

15. ENTIRE AGREEMENT

- 15.1 **This agreement constitutes our entire agreement.** The provisions contained in this agreement constitute the entire agreement between the parties with respect to the subject matter of this agreement, and no statement or inducement with respect to such subject matter by any party which is not contained in this agreement shall be valid or binding between the parties.
- 15.2 **Neither party has relied on any statement, representation, assurance or warranty outside of this agreement.** Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any stated in this agreement.
- 15.3 **This clause does not limit or exclude any liability for fraud.** Nothing in this clause 15 shall limit or exclude any liability for fraud.

16. ASSIGNMENT

You cannot assign this agreement to anyone else without our prior written consent. You may not assign or transfer this agreement or any interest herein, nor shall the same be assignable by operation of law, without our prior written consent. We can assign, transfer or deal in any other way with our rights in this agreement without notice.

17. GOVERNING LAW

This agreement shall be subject to English law and any disputes shall be dealt with exclusively by the English courts. This agreement shall be governed by and construed in accordance with English law. Any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.

18. MISCELLANEOUS

No release, discharge or waiver of any provision of this agreement will be enforceable against or binding upon either party unless in writing. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this agreement, shall be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

If any term or provision of this agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this agreement shall be given effect as if the parties had not included the severed term herein.

SCHEDULE 1

You will receive £20.00 (twenty pounds) per Referred Order.