

Web Linking Affiliate Agreement

THIS AGREEMENT is made on

BETWEEN:

(1) (provider) [of (address) (or) whose registered office is at (address), company registration number] ('the Provider')

And;

(2) LetBritain Global Limited, company registration number 09600585, with VAT registration number 225254135 and the registered office of which is at C/o HT Accountants & Co Llp, 355a Barking Road, London, E6 1LA ('the Target').

IT IS AGREED as follows:

1. Definitions

In this agreement, unless the context otherwise requires:

1.1 'affiliate' means in relation to any company:

1.1.1 any subsidiary or holding company of the company or any subsidiary of the holding company, or

1.1.2 any other entity controlling or controlled by that company;

1.2 'business day' means a day (excluding Saturdays) on which banks are generally open in the City of London for the transaction of normal business, other than solely for trading at settlement in euros;

1.3 'the Commission' means an amount of £10 (Ten Pounds Sterling) for each transaction;

1.4 'confidential information' means all business, technical, financial or other information created or exchanged between the parties pursuant to this agreement;

1.5 'the Contract Managers' means the persons listed in schedule 1;

1.6 'the Effective Date' means (date);

1.7 'HTML' means HyperText Markup Language, being a set of codes that can be inserted into text files to indicate special typefaces, inserted images and links to other hypertext documents;

1.8 'a hypertext link' means a link embedded within a page using HTML permitting the user to access another point in the same or another page, which link triggers other pages to be displayed;

- 1.9 'intellectual property rights' means patents, rights in designs, trademarks, trading, business or domain names and email addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character that subsist now or in the future in any part of the world;
- 1.10 'the Link' means a hypertext link from the Provider Site to the Target Site;
- 1.11 'the Services' means the residential letting agency services offered for sale through the Target Site;
- 1.12 'the Provider Site' means the Provider's website on the World Wide Web at URL (provider's website address);
- 1.13 'the Service Levels' means the performance and quality standards set out in schedule 2;
- 1.14 'the Target Site' means the Target's website on the World Wide Web at URL www.letbritain.co.uk;
- 1.15 'the Target Trade Marks' means the trade marks, names and logos of the Target as depicted in schedule 1;
- 1.16 'the Transactions' means all purchases of the Services by visitors following their use of the Link;
- 1.17 'URL' or 'Uniform Resource Locator' means the address of a file accessible on the Internet;
- 1.18 'visitor' means any person accessing the Target Site via the Link;
- 1.19 'visitor information' means the names, email addresses, contact details and other information collected from visitors by the Target; and
- 1.20 'website' means pages or a related group of pages linked together using the hypertext transfer protocol ('http').

2. Interpretation

In this agreement unless otherwise specified:

2.1 reference to a subsidiary or holding company is to be construed in accordance with the Companies Act 2006 Section 1159 and for these purposes:

2.1.1 a company ('A') is to be treated as a member of another company ('B') if any of A's subsidiary companies is a member of B or if any shares in B are held by a person acting on behalf of A or any of its subsidiary companies, and

2.1.2 the words 'Rights attached to' in the heading and main body of Paragraph 7 of Schedule 6 to the Companies Act 2006 are to be omitted;

2.2 reference to a party is a reference to a party to this agreement and includes his permitted assignees and successors in title to substantially the whole of his undertaking;

2.3 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

2.4 reference to a statute or statutory instrument or any of its provisions is to be construed as reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;

2.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

2.6 reference to recitals, clauses, paragraphs or schedules is to recitals, clauses or paragraphs of or schedules to this agreement;

2.7 the recitals and schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules;

2.8 'control' is to be construed in accordance with the Corporation Tax Act 2010 Sections 450, 451 and 'controlling' and 'controlled' shall be construed accordingly; and

2.9 'includes' and 'including' shall mean including without limitation.

3. The Link

3.1 On and from the Effective Date, the Provider shall provide and maintain the Link. The number, content, size, appearance and positioning of the Link on the Provider Site shall be determined initially, and may from time to time be varied, by the Provider in his absolute discretion.

3.2 The Provider shall ensure that, upon using or accessing the Link, every visitor is made aware that he is leaving the Provider Site and entering the Target Site.

4. Trade mark licence

The Target grants the Provider a worldwide, non-exclusive, royalty-free right and licence to use the Target Trade Marks on the Provider Site and to promote it and for use as the Link.

5. Payment

5.1 In consideration of the revenue generated for the Target from the Transactions, the Target shall, on and from the Effective Date, pay the Commission to the Provider. The Commission earned for each calendar month (or part month) of this agreement shall be calculated by the Target at the end of the relevant calendar month (or part month) and shall be paid to the Provider within 20 business days of the date of calculation.

5.2 All sums due under this agreement are inclusive of all labour and materials but exclude VAT which, if payable, shall be paid by the Target. All payments made to the Provider by the Target shall be made within 20 business days after receipt of the Provider's VAT invoices therefor. All payments to be made by the Target to the Provider shall be in pounds' sterling and shall be made by a cheque or bank transfer to the account of the Provider at a bank to be nominated in writing by the Provider.

6. Warranties

The Target warrants that:

- 6.1 his entry into this agreement does not breach any other agreement to which he is a party;
- 6.2 the Target Site complies with all applicable laws, government rules and regulations and industry codes including (without limitation) those with respect to data protection and advertising;
- 6.3 he owns or has a right to use all intellectual property rights in, and relating to, the Target Site including (but not limited to) the Target Trade Marks; and
- 6.4 the Target Site complies with the Service Levels.

7. Non-exclusivity

Nothing in this agreement grants either party exclusive rights in relation to the other party. Either party is entitled to enter into similar arrangements with third parties during the term of this agreement.

8. Visitor data

Subject to any restrictions in law in any part of the world and, without limiting the foregoing, the Data Protection Act 1998, the Target will provide the Provider with visitor information relating to:

- 8.1 visitors accessing the Target Site from the Provider Site, and
- 8.2 any disputes arising between the Target Site and visitors accessing the Target Site from the Provider Site, and shall at all times ensure that he has secured for these purposes the specific, express, informed and written consent of the visitors to whom the visitor information relates.

9. Indemnity

The Target shall indemnify and hold the Provider and his officers and employees harmless from and against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against the Provider (including, without limitation, any claim in contract or tort or for defamation, obscenity or breach of privacy) relating to or arising out of the Target Site, including but not limited to the Transactions or any breach by the Target of the terms of this agreement.

10. Confidentiality

10.1 During the term of this agreement and after termination or expiration of this agreement for any reason for a period of 2 years starting on the Effective Date, the following obligations shall apply to the disclosure of confidential information by one party ('the Disclosing Party') to the other party ('the Receiving Party').

10.2 Subject to clause 10.3, the Receiving Party:

10.2.1 may not use any confidential information for any purpose other than the performance of his obligations under this agreement;

10.2.2 may not disclose any confidential information to any person except with the prior written consent of the Disclosing Party; and

10.2.3 shall make every effort to prevent the use or disclosure of the confidential information.

10.3 the obligations of confidence referred to in the provisions of this clause shall not apply to any confidential information that:

10.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;

10.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

10.3.3 is required to be disclosed by any applicable law or regulation; or

10.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party, claims to have no obligations of confidence to the other party to this agreement in respect of it and who imposes no obligations of confidence upon the Receiving Party.

10.4 Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.

10.5 The obligations of the parties under the provisions of this clause shall survive the expiry or the termination of this agreement for whatever reason.

11. Liability

11.1 Notwithstanding any other provision in this agreement, each party's liability to the other for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall not be limited.

11.2 Each party's entire liability to the other in respect of any breach of the former's contractual obligations, breach of warranty, representation, statement or tortious act or omission including negligence arising under or in connection with this agreement shall be limited to £1000

11.3 Neither party shall be liable to the other for any indirect or consequential loss the other may suffer even if the loss is reasonably foreseeable or the possibility of such loss occurring has been advised.

12. Term

This agreement shall have the term of 12 months from the Effective Date. This agreement may be extended for successive 6 month periods on the same terms and conditions upon mutual acceptance by the parties in writing to be made no later than one month prior to the expiry of the agreement.

13. Termination

13.1 A party ('the Initiating Party') may terminate this agreement with immediate effect by written notice to the other party ('the Breaching Party') on or at any time after the occurrence of an event specified in clause

13.2. The events are:

13.2.1 the Breaching Party committing a material breach of the agreement and failing to remedy the breach within [30 days] starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach;

13.2.2 the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within 7 days (other than, in each case, for the purposes of solvent amalgamation or reconstruction in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching

Party's obligations under this agreement);

13.2.3 the making of an administration order in relation to the Breaching Party or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Breaching Party; or

13.2.4 the Breaching Party making an arrangement or composition with his creditors generally or making an application to a court of competent jurisdiction for protection from his creditors generally.

13.3 An act or omission by a person who controls, is under common control with, or is controlled by, a party that if it were an act or omission of that party would be a breach of this agreement on that party's part shall be deemed to be a breach of this agreement by that party.

13.4 On termination each party shall immediately remove any reference to the other from his website (including, without limitation, removal of all links) and as soon as reasonably possible remove any reference to the other party from any promotional or other published material or destroy all such materials containing any reference to the other party (including any trademarks of the other party), and shall furnish the other party with a certificate executed by a duly authorised employee certifying the same has been done.

13.5 Termination of this agreement for whatever reason shall not affect either:

13.5.1 the accrued rights and liabilities of the parties arising in any way out of this agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or

13.5.2 all provisions expressed to survive this agreement, which shall remain in full force and effect.

14. Assignment

14.1 Subject to the provisions of clause 14.2 neither party shall assign, transfer, sub-contract, declare a trust of or in any other manner make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

14.2 Each party shall be entitled without the prior written consent of the other party to assign, transfer, sub-contract or in any manner make over the benefit and/or burden of this agreement to an affiliate or to any company with which the party may merge or to any company to which he may transfer his assets and undertaking, provided that the affiliate or other company undertakes and agrees in writing to assume, observe and perform the rights, powers, duties and obligations of the former party under the provisions of this agreement being assigned, transferred or otherwise made over.

15. Force majeure

15.1 Neither party shall be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party (an 'event of force majeure').

15.2 The party relying on clause 15.1 ('the Affected Party') shall promptly notify the other party ('the Other Party') of the nature and extent of the circumstances giving rise to the event of force majeure.

15.3 If the event of force majeure in question prevails for a continuous period in excess of 3 months after the date on which it began, the Other Party may give notice to the Affected Party terminating this agreement. The notice to terminate must specify the termination date, which must be not less than 30 days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this agreement due to an event of force majeure, but rights and liabilities that have accrued before termination shall not be affected.

16. Costs

Save as expressly otherwise provided in this agreement each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this agreement and any other agreement incidental to or referred to in this agreement.

17. Waiver

17.1 A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

17.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

17.3 No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

18. Invalidity

18.1 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether or not pursuant to any judgment or otherwise:

18.1.1 the validity, legality and enforceability under the law of that jurisdiction of any other provision, and

18.1.2 the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way.

18.2 If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

19. Remedies

19.1 The rights and remedies provided for by this agreement are cumulative with and not exclusive of any rights or remedies provided by law.

19.2 Without prejudice to any other rights or remedies of the parties, each party acknowledges for the benefit of the other that damages might not be an adequate remedy for any breach of the provisions of this agreement and that, accordingly, either party shall be entitled without proof of special damage to an injunction, specific performance or any other equitable remedy for any threatened or actual breach of the provisions of this agreement by the other.

20. Notices

20.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside the United Kingdom):

20.1.1 in the case of the Provider to: (address), Fax:, Attention:, and

20.1.2 in the case of the Target to: (address), Fax:, Attention:,

and shall be deemed to have been duly given or made as follows:

20.1.3 if personally delivered, upon delivery at the address of the relevant party,

20.1.4 if sent by first class post, 2 business days after the date of posting,

20.1.5 if sent by air mail, 5 business days after the date of posting, and

20.1.6 if sent by fax, when despatched, provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 1700 hours, that notice, demand or other communication shall be deemed to be given or made at the start of the next business day.

20.2 A party may notify the other party to this agreement of a change to his name, relevant addressee, address or fax number for the purposes of the above clause provided that such notification shall only be effective on

20.2.1 the date specified in the notification as the date on which the change is to take place; or

20.2.2 if no date is specified or the date specified is less than 5 business days after the date on which notice is given, the date falling 5 business days after notice of any such change has been given.

21. Entire agreement

21.1 This agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement that is not expressly set forth in this agreement save for any representation made fraudulently.

21.2 Unless otherwise expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both parties.

22. Announcements

Both parties agree not to disclose to any third party, other than to their respective bankers or other professional advisers on appropriate conditions of confidentiality, the fact of or details of this agreement or any other agreement referred to in this agreement. The text of any press release or other

communication to be published by or in the media concerning the subject matter of this agreement shall require the approval of each party.

23. Relationship of the parties

Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

24. Governing law and jurisdiction

24.1 This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation, shall be governed by and construed in accordance with the laws of England.

24.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England for the purpose of hearing and determining any suit, action or proceedings and/or settling any disputes arising out of or in connection with this agreement and for the purpose of enforcement of any judgment against their respective assets.

25. Exclusion of third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

Signed as a deed by [*insert full name of Provider*]
 acting by [a director and its secretary OR two
 directors] [Director]

.....
 [Director/Secretary]

Signed as a deed by [*insert full name of Target*]
 acting by [a director and its secretary OR two
 directors] [Director]

.....
 [Director/Secretary]

SCHEDULE 1

1. Contract managers

(insert details)

2. Target trademarks

(insert details)

SCHEDULE 2

The Service Levels

(insert details, including system availability, security, bandwidth and response times)