

Terms and Conditions Relating to Lead Generation

PARTIES

The following terms and conditions cover the agreement between DIY Doctor Ltd and the Affiliate Company

BACKGROUND

(A) Affiliate Company's principal business is to operate local consumer internet sites (www.diydoctor.org.uk) giving consumers advice from content gleaned from National sites. Its income stream is currently derived from selling of online advertising to its partners. Affiliate Company wants to use its consumer traffic to develop consumer leads and an additional income stream from this activity.

(B) DIY DOCTOR LTD principal business is to obtain leads for consumer construction, building and fitting projects such as kitchen, conservatory and windows, and to pass those leads on to providers of such services, and the parties have agreed that Affiliate Company shall sell all its consumer enquiry leads exclusively to DIY DOCTOR LTD outlined in this document. For the avoidance of doubt, Affiliate Company shall retain all of the marketing, advertising and promotional aspects of these services.

(C) Accordingly, DIY DOCTOR LTD has agreed to purchase, and Affiliate Company has agreed to supply, the Leads and perform the Services (as defined below), in this document.

(D) Affiliate Company shall inform DIY DOCTOR LTD of the names of any new partners and websites it intends to use for the purpose of lead generation.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply throughout this agreement. Applicable Law: the laws of England and Wales and the European Union and any other laws or regulations

Associated Company: any holding company from time to time of any party and any Subsidiary from time to time of such party, or any subsidiary of any such holding company.

Average Earnings Index: the index of average earnings as published by the Office for National Statistics from time to time, or failing such publication, that other index as the parties may agree most closely resembles such index.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

Change in Law: any change in any Applicable Law which impacts on the Performance of the Services and which comes into force after the Effective Date.

Charges: the Lead Fees, the Commission and any other charges which may become due and payable pursuant to this agreement.

Commencement and/or Effective Date: the day the confirmation email (containing signup form link) is sent by DIY Doctor or such other date as may be agreed between the Parties.

Commission: the commission payable by DIY DOCTOR LTD to Affiliate Company

Confidential Information: any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

Consents: all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services and purchase of the Leads.

Consumers: individuals who have visited the Affiliate Company Websites requesting contacts for home improvement services, thereby becoming Leads, which are then passed on to DIY DOCTOR LTD by Affiliate Company pursuant to these terms and conditions for the purpose of acquisition by DIY DOCTOR LTD for Affiliate Company of Valid Leads.

Customers: those providers of home improvement services to whom DIY DOCTOR LTD sells leads, to which shall be added to Affiliate Company Customers in addition to DIY DOCTOR LTD's previous existing Customers. Database: the compilation of any data supplied to DIY DOCTOR LTD by, or on behalf of, Affiliate Company or generated by DIY DOCTOR LTD from any such data. Data Controller: has the meaning set out in the Data Protection Act 1998.

Data Processor: has the meaning set out in the Data Protection Act 1998.

Data Protection Legislation: the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: has the meaning set out in the Data Protection Act 1998.

Default: any default of either Party in complying with its obligations under these terms and conditions.

Dispute: any dispute under these terms and conditions.

Dispute Resolution Procedure: the dispute resolution procedure set out in clause 16.

Force Majeure Event: any cause affecting the performance by a party of its obligations under these terms and conditions arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to DIY DOCTOR LTD, DIY DOCTOR LTD's Personnel or any other failure in DIY DOCTOR LTD's supply chain.

General Change in Law: a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

Insolvency Event: in respect of either Party: months later.

(a) other than for the purposes of a bona fide reconstruction or amalgamation, such Party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that Party being otherwise dissolved; or

(b) The appointment of an administrator of, or the making of an administration order in relation to, either Party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; or

(c) that Party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or

(d) That Party being unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986; or

(e) That Party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors.

Lead Fees: the fees which become due and payable by DIY DOCTOR LTD to Affiliate Company in respect of the Valid Leads acquired by DIY DOCTOR LTD, which shall be calculated in accordance with Schedule 3.

Leads: leads which have been received on Affiliate Company's Website or from other Affiliate Company marketing activities (including visiting the websites of Affiliate Company contacts and partners) by Consumers who are interested in appointing a Customer to carry out home improvement work and in respect of whom information has been submitted to Affiliate Company by the relevant Consumer on the Affiliate Company Websites which shall be passed to DIY DOCTOR LTD, and in respect of which DIY DOCTOR LTD shall pay Affiliate Company pursuant to Schedule 3 where such Lead is a Valid Lead.

Parties: Affiliate Company and DIY DOCTOR LTD, and Party means either one of them. For the avoidance of doubt a reference in this agreement to a “party” includes the covenantors.

Payment Plan: the plan for payment of the Charges as set out in Schedule 3.

Personal Data: has the meaning set out in the Data Protection Act 1998.

Affiliate Company Assets: Affiliate Company's Data, together with any other data, software, assets, equipment or other property which is owned by Affiliate Company and which is, or may be, used in connection with the provision or receipt of the Services.

Affiliate Company's Data: any data (including any Personal Data relating to Consumers or Affiliate Company Customers), Leads, documents, text and drawings (together with any database made up of any of those), embodied in any medium, that are supplied to DIY DOCTOR LTD by or on behalf of Affiliate Company, or which Affiliate Company is required to generate, process, store or transmit pursuant to this agreement.

Affiliate Company's Group: Affiliate Company, its ultimate holding company and all subsidiaries of its ultimate holding company.

Affiliate Company's Responsibilities: the responsibilities of Affiliate Company as specified in Schedule 2. **Affiliate Company Websites:** and any feeder sites used by Affiliate Company.

DIY DOCTOR LTD Group: DIY DOCTOR LTD, its ultimate holding company and all subsidiaries of its ultimate holding company.

DIY DOCTOR LTD Personnel: all employees, staff, other workers, agents and consultants of DIY DOCTOR LTD who are engaged in the provision of the Services from time to time.

DIY DOCTOR LTD Premises: any premises in the possession or control of DIY DOCTOR LTD from which the Services are delivered, in whole or in part or in which records relating to the Services are kept.

Regulatory Bodies: those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled by any Applicable Law to supervise, regulate, investigate or influence the matters dealt with in this agreement or any other affairs of Affiliate Company.

Representatives: Affiliate Company's Representatives and/or DIY DOCTOR LTD's Representatives.

Retail Prices Index: the Retail Prices Index (All Items, excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, that other index as the parties may agree most closely resembles such index.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, including the acquisition of Leads, establishing that Leads are Valid Leads and selling on the Leads to DIY DOCTOR LTD's Customers.

Termination Date: the date of expiry or termination of this agreement depends on the removal of the lead signup form from the Affiliate Company(s) website.

Termination Notice: any notice to terminate these terms and conditions which is given by either party in accordance with clause 14.

VAT: value added tax as provided for in the Value Added Tax Act 1994.

Valid Leads: leads in respect of which DIY DOCTOR LTD/PARTNERS have carried out initial validation process pursuant to clause 4.2

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 Clause and schedule headings shall not affect the interpretation of these terms and conditions.

1.4 References to clauses and schedules are, unless otherwise provided, references to the clauses of and schedules to these terms and conditions.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.

1.7 A reference to these terms and conditions includes a reference to the schedules of these terms and conditions

1.8 The terms holding company and subsidiary have the meanings given in section 736 of the Companies Act 1985.

1.9 A reference to one gender shall include reference to the other genders.

1.10 A person includes a corporate or unincorporated body (whether or not having separate legal personality).

1.11 Any phrase introduced by the words including, includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words.

1.12 Writing or written includes faxes and e-mail.

2. COMMENCEMENT AND DURATION

2.1 These terms and conditions shall take effect on the date of commencement and subject to the provisions of clause 14 shall continue until terminated by either Party giving the other no less than 1 month's prior written notice.

3. SERVICES

3.1 Affiliate Company shall appoint DIY DOCTOR LTD, and DIY DOCTOR LTD shall provide the Services to Affiliate Company pursuant to these terms and conditions.

3.2 For the avoidance of doubt, once DIY DOCTOR LTD has acquired the Valid Leads from Affiliate Company, DIY DOCTOR LTD shall be entitled to benefit from the on-selling of such Leads to such Customers as it deems fit (whether or not they are Affiliate Company Customers), and shall be entitled to deal with them as it considers appropriate (providing it does not breach the Data Protection Legislation in respect of such Consumers), subject to the provisions of Schedule 1.

3.3 In providing each of the Services, DIY DOCTOR LTD shall at all times:

- (a) provide the Services in accordance with Best Industry Practice;
- (b) Provide the Services in accordance with all Applicable Laws;
- (c) Obtain, maintain and comply with all Consents.

3.4 Affiliate Company shall comply with Affiliate Company's Responsibilities.

3.5 Subject to clause 3.6, DIY DOCTOR LTD shall be the sole and exclusive recipient of Leads from Affiliate Company. Affiliate Company shall not provide Consumer or Customer details to any other prospective provider of Services. The Affiliate Company shall not transfer Leads to any other third parties (whether customers or other prospective providers of services or acquirers of Leads).

3.6 The exclusivity provisions described in clause 3.5 shall apply to:

- (a) All product groups including which are serviced by Affiliate Company on or prior to the commencement date.
- (b) All other product groups in respect of which DIY DOCTOR LTD agrees to acquire Leads from Affiliate Company during the continuance of these terms and conditions.

3.7 DIY DOCTOR LTD shall not be responsible for costs incurred in the implementation, maintenance and development of the Services.

4. IMPLEMENTATION

4.1 After the Commencement Date, Affiliate Company shall pass to DIY DOCTOR LTD all Leads received by Affiliate Company on the Affiliate Company Websites via the lead signup form

4.2 All Leads which are not rejected by DIY DOCTOR LTD shall be Valid Leads.

5. SERVICES

5.1 DIY DOCTOR LTD shall provide the Services from the Effective Date.

5.2 DIY DOCTOR LTD shall ensure that, at all times, its maintenance and operating procedures are sufficient to ensure that the Services are provided in accordance with these terms and conditions.

6. CHARGING AND INVOICING

6.1 In consideration of the acquisitions of the Valid Leads by DIY DOCTOR LTD in accordance with the terms and conditions of this agreement, DIY DOCTOR LTD shall pay the Charges to Affiliate Company in accordance with the Payment Plan.

6.2 DIY DOCTOR LTD shall provide Affiliate Company with sufficient information about (i) purchases of Valid Leads and (ii) Commission due to Affiliate Company to enable Affiliate Company to raise invoices for the Charges pursuant to Schedule 3.

6.3 Affiliate company shall invoice DIY DOCTOR LTD for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Payment Plan. All invoices shall be directed to the DIY DOCTOR LTD Representative.

6.4 DIY DOCTOR LTD shall pay the Charges which have become payable in accordance with the Payment Plan in cleared funds within 28 days after the end of the month of receipt of an undisputed invoice from Affiliate Company (Due Date).

6.5 If DIY DOCTOR LTD receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

(a) DIY DOCTOR LTD shall notify Affiliate Company in writing as soon as reasonably practicable;

(b) DIY DOCTOR LTD's failure to pay the disputed Charges shall not be deemed to be a breach of these terms and conditions

(c) DIY DOCTOR LTD shall pay the balance of the invoice which is not in dispute by the Due Date;

(d) Once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 5 Working Days and, where Affiliate Company is required to issue a credit note, it shall do so within 5 Working Days.

6.6 Each party shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to DIY DOCTOR LTD pursuant to these terms and conditions. Such records shall be retained for inspection by the other party for 6 years from the end of the Contract Year to which the records relate.

6.7 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these terms and conditions.

6.8 All sums payable by a Party under these terms and conditions shall be paid in sterling.

6.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by DIY DOCTOR LTD following delivery of a valid VAT invoice.

6.10 DIY DOCTOR LTD may retain or set off any sums owed to it by Affiliate Company which have fallen due and payable against any sums due to Affiliate Company under this agreement or any other agreement pursuant to which Affiliate Company or any Associated Company of Affiliate Company provides goods or services to DIY DOCTOR LTD or any member of DIY DOCTOR LTD's Group.

6.11 DIY DOCTOR LTD shall pay the Affiliate Company any payments due monthly, once their total earnings for a given monthly period exceed £25 or if this threshold is not reached payments will be made on an annual basis which will be determined by the Affiliate Company's commencement date

7. NON-SOLICITATION

7.1 Neither Party shall (except with the prior written consent of the Parties) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the provision of the Services or (in the case of Affiliate Company) in the receipt of the Services at any time during the Term or for a further period of 12 months after the termination of this agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.

8. DATA PROTECTION

8.1 In so far as DIY DOCTOR LTD processes any Personal Data on behalf of Affiliate Company, DIY DOCTOR LTD shall:

(a) subject to clause 8 process the Personal Data only on behalf of Affiliate Company (or, if so directed by Affiliate Company, other members of Affiliate Company's Group), only for the purposes of performing this agreement and in selling on Leads to Customers;

(b) Not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party other than Customers unless specifically authorised in writing by Affiliate Company;

(c) At all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 and, in so doing, provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by Affiliate Company) and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

(d) Notify Affiliate Company (within five Working Days) if it receives:

(i) a request from a Data Subject to have access to that person's

Personal Data; or

(ii) a complaint or request relating to Affiliate Company's obligations under the Data Protection Legislation; or

(iii) Any other communication relating directly or indirectly to the processing of any Personal Data in connection with this agreement;

(e) Provide Affiliate Company with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:

(i) Providing Affiliate Company with full details of the complaint or request;

(ii) Complying with a data access request within the relevant timescales set out in the Data Protection Legislation; and

(iii) Providing Affiliate Company with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales reasonably required by Affiliate Company.

8.2 It is agreed by the Parties that DIY DOCTOR LTD shall add Consumer and Lead Information to its marketing database, with a view to sending it appropriate promotional material and newsletters. Affiliate Company shall ensure that its privacy policy requires Consumers to consent to such use of Personal Data.

8.3 The parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under this agreement in such a way as to cause either party to breach any of its obligations under the Data Protection Legislation.

9. CONFIDENTIALITY

9.1 Except to the extent set out in this clause 9, or where disclosure is expressly permitted elsewhere in this agreement, each Party shall:

(a) Treat the other Party's Confidential Information as confidential; and

(b) Not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

9.2 Clause 9.1 shall not apply to the extent that:

(a) Such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; or

(b) Such information was obtained from a third party without obligation of confidentiality; or

(c) Such information was already in the public domain at the time of disclosure otherwise than through a breach of these terms and conditions; or

(d) Such information was independently developed without access to the other party's Confidential Information.

9.3 For the avoidance of doubt, once a Valid Lead is acquired by DIY DOCTOR LTD from Affiliate Company, the information contained in that Lead shall not constitute Affiliate Company's Confidential Information, and DIY DOCTOR LTD shall be free to pass that information onto Customers and treat it as DIY DOCTOR LTD's property.

10. WARRANTIES AND REPRESENTATIONS

10.1 Each party warrants, represents and undertakes that:

(a) It has full capacity and authority to enter into and to perform under these terms and conditions;

(b) These terms and conditions are executed by a duly authorised representative of that party;

(c) there are no actions, suits or proceedings or regulatory investigations pending or that of either party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under these terms and conditions;

(d) Once duly executed, these terms and conditions will constitute its legal, valid and binding obligations.

10.2 Each party agrees that the warranties set out in this clause 10 are in lieu of and exclude all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality of fitness for any particular purpose of the Services to the fullest extent permitted by law.

11. COMPLIANCE WITH APPLICABLE LAWS

11.1 DIY DOCTOR LTD shall at all times carry out and provide the Services in compliance with all Applicable Laws. DIY DOCTOR LTD shall maintain such records as are necessary pursuant to such Applicable Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by Affiliate Company (or its authorised representative).

12. FORCE MAJEURE

12.1 Subject to the remaining provisions of this clause 12, neither Party to these terms and conditions shall be liable to the other for any delay or non-performance of its obligations under these terms and conditions to the extent that such non-performance is due to a Force Majeure Event.

12.2 In the event that either Party is delayed or prevented from performing its obligations under these terms and conditions by a Force Majeure Event, such Party shall:

(a) Give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

(b) Use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under these terms and conditions; and

(c) Resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

12.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

12.4 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of these terms and conditions.

12.5 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under these terms and conditions. Following such notification, these terms and conditions shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

13. LIMITATIONS ON LIABILITY

13.1 No Party limits its liability for:

(a) Death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or

(b) Fraud by it or its employees; or

(c) Breach of any obligation as to title implied by statute; or

(d) any other act or omission, liability for which may not be limited under Applicable Law.

13.2 Subject to clause 14.2, DIY DOCTOR LTD's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with these terms and conditions exceed the total amount of the Charges.

13.3 Subject to clause 13.1 no Party shall be liable to another party for:

(a) Any indirect, special or consequential loss or damage; or

(b) Any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

14. TERMINATION

14.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, and subject, in particular, to the provisions of clause

15, either Party may terminate this agreement without liability to the other immediately (or following such notice period as it sees fit), by giving written notice to the other Party if:

(a) the other Party fails to pay any amount due under these terms and conditions on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

(b) the other Party commits a material breach of any material term of these terms and conditions (other than failure to pay any amounts due under these terms and conditions) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

(c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(d) The other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or

(f) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party; or

(g) a floating charge holder over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or

(h) A person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or

(i) A creditor or encumbrancer of the other Party attaches or takes possession or, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(j) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;.

15. GENERAL CONSEQUENCES OF EXPIRY AND TERMINATION

15.1 Following the service of a Termination Notice for any reason, DIY DOCTOR LTD shall continue to provide and/or procure the provision of the Services in respect of Leads which have been sold to DIY DOCTOR LTD by Affiliate Company, and shall ensure that there is no degradation in the standards of the Services until the expiry of the Termination Notice.

15.2 After the Termination Date, DIY DOCTOR LTD shall:

(a) pay to Affiliate Company any amount which is owing to Affiliate Company by way of Charges which arise as a result of the sale of Leads which were acquired from Affiliate Company prior to the Termination Date.

16. DISPUTE RESOLUTION PROCEDURE

16.1 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

(a) within seven days of the date of the Dispute Notice, each party shall refer the Dispute to Affiliate Company's Representative and DIY DOCTOR LTD's Representative for resolution.

16.2 If Affiliate Company's Representative and DIY DOCTOR LTD's Representative are unable, or fail, to resolve the Dispute within 21 days of the date of the Dispute Notice, or within 14 days of the reference to Affiliate Company's Representative and DIY DOCTOR LTD's Representative pursuant to clause 16.1(a), the Parties may attempt to resolve the Dispute by mediation in accordance with clause 16.3.

16.3 If, within 30 days of the Dispute Notice, the Parties have failed to agree on a resolution, either Party may refer any Dispute for mediation pursuant to this clause

16.4, but neither shall be a condition precedent to the commencement of any court proceedings, and either Party may issue and commence court proceedings prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:

(a) The reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre of Dispute Resolution (CEDR) for the time being in force;

(b) both Parties shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation, including an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and

(c) To the extent not provided for by such agreement of the MMP:

(i) the mediation shall commence by either Party serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other Party to agree the appointment of a mediator; and

(ii) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Parties or, in default of agreement, appointed by CEDR.

16.5 If and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either Party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

16.6 Nothing in this clause 16 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

17. ASSIGNMENT AND NOVATION

17.1 No Party shall assign, novate or otherwise dispose of any or all of its rights and obligations under these terms and conditions without the prior written consent of the Party (which consent shall not be unreasonably withheld or delayed).

18. VARIATIONS

18.1 This agreement may not be varied except by an agreement in writing expressed to vary these terms and conditions signed by duly authorised representatives of the Parties.

19. WAIVER AND ACCUMULATION OF REMEDIES

19.1 Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other right or remedies.

19.2 The rights and remedies provided by these terms and conditions are cumulative and, unless otherwise provided in these terms and conditions, are not exclusive of any right or remedies provided at law, in equity or otherwise under these terms and conditions.

20. RELATIONSHIP OF THE PARTIES

Nothing in these terms and conditions is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party or parties. No party shall make representations, act in the name of, on behalf of or otherwise bind another party or parties.

21. PUBLICITY AND BRANDING

21.1 No Party shall make any press announcements or publicise these terms and conditions or its contents in any way without the prior written consent of the Parties, which shall not be unreasonably withheld or delayed.

22. SEVERANCE

If any provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of these terms and conditions that is fundamental to the accomplishment of the purpose of these terms and conditions is held to any extent to be invalid, Affiliate Company and DIY DOCTOR LTD shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

23. FURTHER ASSURANCE

Each party undertakes, at the request of the other and at the cost of the requesting party, to do all acts and execute all documents which may be necessary to give full effect to this agreement.

24. ENTIRE TERMS AND CONDITIONS

24.1 These terms and conditions constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

24.2 Each of the parties acknowledges and agrees that, in entering into these terms and conditions it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in these terms and conditions. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this agreement.

24.3 Nothing in this clause 24 shall operate to exclude any liability for fraud.

25. THIRD PARTY RIGHTS

25.1 These terms and conditions does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to these terms and conditions.

26. NOTICES

26.1 A notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) In the case of pre-paid first-class post, three Working Days from the date of posting; and

(c) In the case of fax, on the day of transmission if sent before 4.00 pm on any Working Day and otherwise at 9.00 am on the next Working Day provided that, at the time of transmission, an error-free transmission report has been received by the sender.

(d) In the case of email, on the day of sending if received before 4.00 pm on any Working Day and otherwise at 9.00 am on the next Working Day

27. GOVERNING LAW AND JURISDICTION

These terms and conditions and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.

28. COUNTERPARTS

These terms and conditions may be executed in any number of counterparts and by the parties in separate counterparts, but shall not be effective until each party has executed and delivered at least on counterpart to the other party. Each counterpart, when executed and delivered, shall constitute an original and all the counterparts together shall constitute one and the same instrument. These terms and conditions have been agreed to, by the confirmation of the Affiliate Company checking the tick box on the initial contact form situated on the DIY Doctor LTD website.

Schedule 1 Services

1. DIY Doctor LTD/PARTNERS shall, to the best of their abilities will establish whether the lead is a valid lead
2. DIY DOCTOR LTD/PARTNERS shall contact Customers with a view to selling Valid Leads onto them.
3. DIY DOCTOR LTD/PARTNERS shall use its reasonable endeavours to locate 3 Customers for each Valid Lead.
4. DIY DOCTOR LTD/PARTNERS shall provide Consumer contact details to Customers to whom DIY DOCTOR LTD has sold Leads.
5. DIY DOCTOR LTD/PARTNERS shall maintain sufficient records and information, and provide reasonable information to Affiliate Company to enable the Parties to calculate the Commission on introduced lead customers..
6. DIY DOCTOR LTD/PARTNERS shall be solely responsible for obtaining payment from Customers for Leads sold to such Customers

Schedule 2 Affiliate Company's Responsibilities

In order to facilitate the acquisition of Leads and provision of the Services by DIY DOCTOR LTD, Affiliate Company shall (in addition to Affiliate Company responsibilities and obligations identified elsewhere in these terms and conditions), be responsible for the following:

Affiliate Company shall:

- (a) Promptly provide DIY DOCTOR LTD with all Leads received by Affiliate Company;
- (b) respond to and provide such other documentation, data and other information as DIY DOCTOR LTD reasonably requests in order for DIY DOCTOR LTD to perform its obligations under these terms and conditions, and
- (c) To the extent that the following are not expressly provided for elsewhere in this agreement, using its reasonable endeavours, respond to requests for information in a

prompt and timely manner, where such requests are reasonably made by or on behalf of DIY DOCTOR LTD to enable DIY DOCTOR LTD to comply with its obligations under these terms and conditions.

Schedule 3 Charges

Lead Fees

1. Affiliate Company shall ensure that in respect of each Lead, it provides DIY DOCTOR LTD with details of the Source code of that Lead to enable identification of which website the lead came from.

2. DIY DOCTOR LTD shall pay Affiliate Company the sums listed for the products below in respect of Valid Leads generated from Affiliate Company controlled websites or it's partners websites plus VAT for each Valid Lead provided to DIY DOCTOR LTD by Affiliate Company, provided Affiliate Company has provided DIY DOCTOR LTD with the information required in paragraph 1 above.

The minimum fee payable for leads from Affiliate Company shall be 50% of the sales achieved (net of VAT).