



working with you!

partner programme agreement



working with you!

Charity partner:	Charity no:
Contact:	
Address:	Town:
	County:
	Postcode:
Telephone:	Fax:
E-mail:	Est monthly bill:

Schedule 1

Part 1: Definitions

Agreement Means the agreement recorded in these Schedules 1 and 2.

Commission Means the commission payable by Support Telecom to the Partner for the introduction by the Partner of Supporters to the Services on the terms and conditions of this Agreement.

Force Majeure Means any cause affecting the performance by a party of its obligations, arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) fire, flood, or any disaster or an industrial dispute affecting a third party (for which a substitute third party is not reasonably available). In the case of either party, such cause will only be considered Force Majeure with respect to a party if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of that party, its servants, agents or employees.

Month Means a calendar month.

Proprietary Information Means all information designated as such by either party in writing together with all other such information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, Supporters and suppliers of either party or which may reasonably be regarded as the confidential information of the disclosing party.

Services Means the telephony services provided by Support Telecom to both Charity and Business Partners in relation to this agreement.

Supporters Means business supporters of, and suppliers to, the Partner to whom the Partner will introduce the Services

Part 2: Terms of business

1. Parties

- (A) Support Telecom Ltd (company number: 6226555) a company registered in England and Wales, whose Principal address in the UK is at Unit 4, Roman Road, Ingatestone, Essex, CM4 9EH ("Support Telecom") Contact Mike Allison. OneCall™ Freephone Number: 0800 804 8822, e-mail address: mike@supporttelecom.org
- (B) Charity partner (as above)

2. Interpretation

- 2.1 As used in this Agreement, unless the context requires otherwise,
- 2.1.1 the terms and expressions set out in Part 1 of Schedule 1 shall have the meanings stated in Part 1 of Schedule 1;
- 2.1.2 the masculine includes the feminine and the neuter; and
- 2.1.3 the singular includes the plural and vice versa.
- 2.2 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment or consolidation thereof.
- 2.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 2.4 References to Clauses and Schedules are, unless otherwise provided, references to clauses and Schedules of this Agreement and all of the Schedules to this Agreement form part of and shall be deemed to be incorporated in this Agreement.

3. Obligations

- 3.1 In consideration for the payment of the Commission in accordance with the terms and conditions set out in this Agreement the Partner shall introduce Supporters to Support Telecom and the Services.
- 3.2 Support Telecom will take up all credit references on Supporters for the Services and will take all responsibility for debt collection in respect of the Services to Supporters subject to the terms of Schedule 2.
- 3.3 Support Telecom will provide the Services to the Supporters that sign up to the Support Telecom Indirect Service.
- 3.4 In consideration of the acceptance of the obligations by Support Telecom to supply the Services to the Supporters the Partner agrees to:
- 3.4.1 refer as many contacts to Support Telecom, introducing them to Support Telecom's Services;
- 3.4.2 to provide accurate information to all Supporters and potential Supporters relating to the Support Telecom brand and the Services and not to misrepresent the Services in any way including as to any cost savings they may offer;
- 3.4.3 not to make any unauthorised representation on behalf of Support Telecom
- 3.4.4 not to hold itself out as agent or in any way connected with Support Telecom other than as an arm's length introducer of Support Telecom branded services;
- 3.4.5 not to pledge the credit of Support Telecom or any of its associated companies; and
- 3.4.6 not to compromise any claim or liability brought by anyone against Support Telecom and to inform Support Telecom of any such claim arising or being likely to arise and where appropriate to use its reasonable endeavours in assisting with any defence.

4. Term

This Agreement shall commence on the date overleaf and shall continue thereafter unless and until terminated by either party on 30 (thirty) days' prior written notice to the other unless terminated earlier in accordance with the provisions of this Agreement or in accordance with law or equity.

5. Warranties and representations

- 5.1 In addition to the warranties and representations implied by law, each Party warrants and represents to the other that throughout the term of this Agreement that: it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement and that this Agreement is executed by a duly authorised representative of such party
- 5.2 Support Telecom makes no warranty or representation as to the level of Commission that may become payable to the Partner under this Agreement.

6. Limitation of liability

- 6.1 Neither party excludes or limits liability to the other party for fraud or death or personal injury.
- 6.2 Subject always to clause 6.1 above, the liability of either party for any breach of this Agreement shall be:
- 6.2.1 in the case of the aggregate liability under this Agreement of either party for breach (or series of related events which constitute a breach of this Agreement) limited to damages which shall not exceed 25% of the total Commission paid under this Agreement during the 12 month period prior to the date on which the claim is notified to the other party; and
- 6.2.2 in no event shall either party be liable to the other for loss of profits, business, revenue, goodwill or anticipated savings; and/or indirect or consequential loss or damage.

6.3 The parties expressly agree that should any limitation or provision contained in Clauses 6.1 and 6.2 above be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted from this Agreement but, if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

7. Variation

Subject to the provisions of Schedule 2, this Agreement shall not be varied or amended unless a duly authorised representative of both parties agrees such variation or amendment in writing.

8. Confidentiality

- 8.1 Both parties:
 - 8.1.1 shall hold in confidence all Proprietary Information obtained from the other; and
 - 8.1.2 shall not disclose to any third party without the express permission of the other party any Proprietary Information obtained from the other party.
- 8.2 The provisions of Clause 8.1 of this Schedule shall not apply to any information which:
 - 8.2.1 is or becomes public knowledge other than by breach of this Clause 8; or
 - 8.2.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - 8.2.3 is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure; or
 - 8.2.4 must be disclosed by the disclosing party in the discharge of its obligations to supply information for parliamentary, governmental, regulatory or judicial purposes.

9. Termination

- 9.1 In addition to the provisions for service of notice under clause 4, either party may terminate this Agreement at any time by notice in writing with effect on and from the date of service of such notice if:
 - 9.1.1 the other party passes a resolution, or the Court makes an order that the other party be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation; or
 - 9.1.2 a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the other party or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator; or
 - 9.1.3 the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
 - 9.1.4 the other party is in material default of any of its obligations under this Agreement and:
 - 9.1.4.1 such material default is capable of remedy and the defaulting party shall have failed to remedy the material default within twenty-one (21) days of receipt of a written notice sent by the party not in default to the defaulting party specifying the material default and requiring its remedy; or
 - 9.1.4.2 such material default is not capable of remedy.
- 9.2 Either party may terminate this Agreement at any time by notice in writing with effect on and from the date of service of such notice if circumstances of Force Majeure have persisted for more than 30 consecutive days;
- 9.3 The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 9.4 The provisions of Clause 8 shall survive the termination of this Agreement in accordance with its terms without limit in point of time.

10. Force majeure

10.1 Except as provided by sub-clause 9.3 above neither party, shall in circumstances of Force Majeure be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2 If either party becomes aware of circumstances of Force Majeure which, give rise to or which are likely to give rise to any such failure or delay on its part, it shall forthwith notify the other of the fact by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay may persist.

11. Relationship

The parties acknowledge and agree that this Agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither party shall have the right to bind the other without the other's express prior written consent.

12. Entire agreement

This Agreement constitutes the entire agreement between the parties hereto in connection with the subject matter hereof and there are no other agreements between the parties whether written or oral, pertaining to such subject matter. This Agreement supersedes all prior agreements, understandings, representations or communications between the parties hereto in relation to such subject matter.

Schedule 2

terms and conditions relating to the commission

1. Supporters

The Partner will introduce its Supporters to the Support Telecom Services with a view to obtaining the Supporters permission for them to be contacted by Support Telecom to discuss contracting for the Services, which will allow the Partner to receive the Commission. The Commission will apply to all introductions of Supporters to Support Telecom:

- 1.1 which subscribe directly with Support Telecom for the Services;
- 1.2 whose credit reference is satisfactory to Support Telecom; and
- 1.3 which do not cancel their agreements within 30 days of entering into such agreement

2. Commission

The Commission will be payable on the amount of the gross profit arising on the monthly invoice of each customer that subscribes to the Services at the rates and on the conditions set out in this Schedule.

3. Commission rate

From the date of this Agreement and subject to the terms and conditions of this Schedule the Commission rate will be 25% of the gross profit, which is calculated from the difference between the rate at which Support Telecom buy in telecommunications services and the rate at which it sells those same telecommunications services to the Supporters that subscribe to the Services. All commissions are payable on an ongoing basis for so long as the agreement for the provision of the Services with the customer continues.

4. Conditions relating to commission payment

- 4.1 The Commission Rate may be changed by Support Telecom on 30 days written notice and such changes to the rate may apply to current and future subscribers to the Services as Support Telecom in its sole discretion may decide.
- 4.2 In the event that any invoices raised by Support Telecom for Supporters of the Services remain unpaid for more than 30 days, Support Telecom reserves the right to withhold payment of any Commission relating to such invoice until it is paid in full and in the event it is deemed to be bad or irrecoverable according to Support Telecom's standard practice the partner will have no right to receive Commission in respect of such invoice. Support Telecom reserves the right not to pay Commission in respect of Supporters who have not settled their invoices with Support Telecom on time on more than three separate occasions.
- 4.3 Commission cheques will only be issued for commission values greater than £100. In the event that Commission values are less than £100, the monthly amount will be carried forward until the qualifying value has been reached.

I/we accept the terms of the Support Telecom Partner Programme agreement between us and Support Telecom Ltd

On behalf of Charity Partner

On behalf of Support Telecom Ltd

signed:

date:

signed:

date:

name:

position:

name:

position:

Support Telecom Ltd

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