

# Affiliate Terms of Business

01.04.2024

**This document needs to be supplied with the Affiliate Agreement V22**

## Definitions

"LegalforLandlords" is LegalforLandlords Ltd of 5B Olympic Way, Birchwood, Warrington WA2 0YL. A provider of landlord and tenant services authorised and regulated by the Financial Conduct Authority number 528518. "The Affiliate" is the firm referred to in the Affiliate Agreement. "The Introducer" is the term used for the purpose of referring a client for insurance services.

## 1. Commencement and Term

- 1.1** The agreement takes effect from the date stated on the Affiliate Agreement and shall continue in existence until such time as the parties mutually agree in writing unless.
- Either party terminates the agreement by giving the other no less than three calendar months' notice in writing.
  - The agreement is terminated in accordance with section 10 below. Following the termination from either party any rights, obligations or continuing duties shall not be affected.

The terms of this document are subject to change periodically. Please refer to the myNative system for the most up to date version.

## 2. Recitals and Relationships

- 2.1** LegalforLandlords will provide all or some of the following services to the Affiliate or Introducer:-
- a) Tenant reference services
  - b) Professional services
  - c) Tenant eviction services
  - d) General insurance services
  - e) Debt Recovery administration services
  - f) Full product outlines can be found on [www.legalforlandlords.co.uk](http://www.legalforlandlords.co.uk)
- 2.2** The Affiliate or Introducer wishes to introduce customers to the above services provided by Legal for Landlords (either a,b,c,d,e,f)
- 2.3** This agreement does not and shall not create any joint venture or partnership between LegalforLandlords and the Introducer.
- 2.4** The Introducer's scope of authority extended under this agreement is limited to the following: -
- Effecting introductions to Legal for Landlords or other members of the Legal for Landlords group.
  - Distributing financial promotions that relate to products or services available from Legal for Landlords.

## 3. LegalforLandlords Obligations

- 3.1** LegalforLandlords will provide the services stated in 2.1 for the Affiliate or Introducer to utilise.
- 3.2** LegalforLandlords will provide the Introducer with literature relating to its insurance products and services and/or such other details as may be appropriate for the Introducer to pass to their customers.
- 3.3** It is the duty of LegalforLandlords to provide services, quotations and products directly to the customer.
- 3.4** LegalforLandlords undertake to act at all time with due care, skill and diligence in accordance with regulatory requirements when dealing directly with the customer.



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#### 4. Introducer obligations for Insurance Services

- 4.1 The Introducer must not design and/or distribute its own financial promotions and/or advertising material that relate to the products or services available through LegalforLandlords without written consent from LegalforLandlords.
- 4.2 The Introducer must not advise customers on any of the insurance services LegalforLandlords provide.
- 4.3 The Introducer must not handle any monies relating to the insurance services of LegalforLandlords.
- 4.4 The Introducer must not complete or assist a customer in completing a proposal form or any other form of literature relating to insurance products/services provided by LegalforLandlords.
- 4.5 The Introducer must not state themselves as being directly authorised by the FCA.
- 4.6 The Introducer shall promptly notify LegalforLandlords of any developments which may affect the Introducer's ability to meet its obligations within this agreement.
- 4.7 The Introducer must not enter into any sub-agency agreement in respect of the insurance services provided by LegalforLandlords.
- 4.8 The Introducer must pay all the managed Rent Protection Policies via Direct Debit Mandate to the LegalforLandlords client account.
- 4.9 All managed properties with a complete plus guarantee will be automatically renewed prior to expiry unless cancelled in writing to LegalforLandlords head office. Please see your Insurance Terms of Business Agreement for full details.
- 4.10 The introducer of all managed properties with Rent Protection at renewal must advise the landlord of the policy expiry and provide the landlord with the opportunity to renew directly with LegalforLandlords if the introducer decides not to offer policy renewal within their managed package.
- 4.11 Any Rent Protection policy requests whereby LegalforLandlords have not conducted the relevant Tenant Referencing a £15.00+VAT fee will apply.
- 4.12 For the purposes of offering our Rent and Legal Protection Insurance as part of a managed package to your landlords you must comply with the following: A full accepted tenant and guarantor reference if applicable must have been conducted by our company or a reputable reference company in the last 3 years. All documents in accordance with the Housing Act (including a deed of guarantee if applicable) need to have been adhered to with a kept record. All terms within the rent and legal protection policy. No insurable event has already occurred during the tenancy. (You do not need to be a IAR on the FCA register to include this cover within a managed package).

#### 5. Affiliate Obligations for Tenant Reference Services

- 5.1 The Affiliate shall gain the complete consent from any applicant who is subject to any form of tenant reference through LegalforLandlords.
- 5.2 The Affiliate will ensure that any tenant reference result or report provided by LegalforLandlords is only used to assess whether an applicant is suitable to let a property through the Introducer.
- 5.3 The I must ensure that the applicant is aware that a soft search will be carried out and will not be used by lenders.
- 5.4 All tenant reference reports held by the Affiliate shall be kept confidential. The result will be issued to the landlord in accordance with the automated compliance section on the agent reference submission form. Written consent would need to be gained from the tenants if it is to be released to any other parties.
- 5.5 The Affiliate shall comply with the provisions of the General Data Protection Regulation (GDPR) and all other applicable legislation in respect of the result and report.
- 5.6 The Affiliate shall not under any circumstances sell, transfer, distribute or otherwise make any assessment result or report on behalf of any other third party.
- 5.7 The Affiliate will ensure that after the assessment result has been used for the purpose set out in (5.4), the result or report will not be accessed thereafter except for audit purposes.
- 5.8 The Affiliate shall not sub-contract the performance of any of its obligations under this agreement and shall not assign or transfer any part of the agreement.
- 5.9 Our credit assessment provider will have the right to enforce the terms and conditions referred to under SECTION 5 in accordance with the Contracts (Right of Third Parties) Act 1998.



## 6. General

- 6.1 **The Affiliate or Introducer shall use LegalforLandlords web-based system (myNative) in accordance with the user manual provided which may be updated from time to time.**
- 6.2 **The Affiliate shall keep in force a direct debit mandate in the favour of LegalforLandlords for the purpose of LegalforLandlords collecting amounts due from the Introducer on a monthly basis.**
- 6.3 **The Affiliate shall ensure that there are sufficient funds in its designated bank account to allow each direct debit collection.**
- 6.4 **It is the Affiliate's responsibility to ensure all their business contact information is correct and up to date. Especially the primary email so any of our company updates can be received.**

## 7. Commission

7.1 The commission amount due to the introducer will be at a level agreed with LegalforLandlords in writing and confirmed in the affiliate agreement.

7.2 The commission rate will be included for all new business transactions.

7.3 Any commissions earned will show in the commission pot at the end of the quarter in which the policy was sold

7.4 At the end of each quarter, we will send you a commission statement. You must raise an invoice to LegalforLandlords for this amount by 21st of the month to receive the payment at the end of the current month. The invoice you raise must be VAT exempt. Any invoice not raised in time will have the commission deferred to the quarter after payment date

7.5 In the event of termination, trial of another provider or substantial change of business volumes by greater than 25%, LegalforLandlords may make alternative arrangements for the future conduct of existing business. No commission shall be payable to the agent in respect of all services conducted in accordance with this agreement after termination, volume changes or notice of another provider.

7.6 LegalforLandlords reserves the right to defer any commission payments until the next quarter if the Affiliate has any outstanding balance on their account.

## 8. Copyright

- 8.1 **Nothing in this agreement shall assign, transfer or vest in either party an intellectual property right owned by the other party. Neither party shall use a trade name or trademark, logo or similar of the other without the other's express prior written consent.**

## 9. Confidentiality

- 9.1 **The Affiliate or Introducer and LegalforLandlords acknowledge that the terms of this agreement and the insurance affairs of customers are confidential and, therefore, accept as may be required by law or for the transaction of insurance business, all information acquired by both parties. Consequently, this agreement shall be treated as confidential and shall not be used otherwise than in connection with this Agreement or divulged to any other party.**

## 10. Termination

- 10.1** Either party may terminate this agreement at any time and for any reason (including if one party considers that the other party is trading in an inappropriate manner) by giving no less than three months' notice in writing unless a separated contractual period is in force.
- 10.2** Either party may terminate this agreement forthwith by written notice to the other party in the event of any of the following:
- The other party shall be unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986.
  - The other party enters liquidation whether voluntary or compulsory, other than for the purpose of amalgamation or reconstruction.
  - The other party makes any other composition or arrangement with its creditors.
  - The other party has an administrator, receiver or administrative receiver appointed by whole or any part of its assets or undertaking, or has distress or execution levied against any of its assets.
  - The other party has any relevant licence to conduct business suspended, removed or impaired by any order or decree of any judicial or regulatory authority.
  - The other party is merged with, acquired by or otherwise taken over by, an individual corporation or other business entity or organisation of any kind unless previously agreed in writing.
  - The other party commits any offence under the Financial Service Act 1986, Consumer Credit Act 1987, Data Protection Act 1998 or other legislation.
  - Legal for Landlords cease to be authorised by the Financial Conduct Authority.
  - The other party commits a material breach of any term of this agreement and, except in a case of a breach not capable of being remedied, such breach has not been remedied within thirty days of a written request.
- 10.3** Termination of this agreement shall not in any circumstances give rise to any claim for compensation by the Affiliate or Introducer.
- 10.4** If the client within the termination period reduces the value of the monthly invoice by greater than 25%, the average invoice amount from the last 12 months will be issued for the remaining termination period.

## 11. Service of Notice

- 11.1** The respective addresses for service of notices, accounts and other documents under this Agreement shall be the addresses referred to in this Agreement, provided that either party may by written notice to the other substitute another address in the UK, which will then become the notice address.
- 11.2** A notice account or document may be given and served on either of the parties hereto:
- Handing it to a duly authorised representative or third party
  - Leaving it at the notice address of that party
  - Sending it to the notice address of that party by registered or recorded delivery post
  - Faxing it to the notice address of that party
- 11.3** Any notice account or other written communication posted shall be deemed to have been received 48 hours after it has been posted, and any notice sent by fax shall, if transmitted during business hours, be deemed to have been received at the commencement of the next business day.
- 11.4** Any notices sent by fax shall be confirmed by forwarding a hard copy to the addressee in the manner provided in the paragraph 11.5 below.
- 11.5** In providing service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing notice was properly addressed and posted by registered or recorded delivery by post.

## 12. Law Applicable

- 12.1** This Agreement shall be governed by and constructed according to English law and disputed in relation hereto may be determined by the Courts of England, Wales and Scotland.

## 13. Client Ownership

**13.1 All insured persons that are introduced to LegalforLandlords and/or for whom insurance are bound under this agreement shall remain the clients of LegalforLandlords.**

## 14. Accounting Procedures

**14.1 Monthly invoices will be viewable within the first 5 days of the month. These can be found under the 'Billing' section of your myNative account. All paid invoices will be marked as paid by the following month once payment has been reconciled.**

**14.2 Direct debits are collected on or around the 17th of each month from the account details provided by the Affiliate. Each collection will collect any outstanding invoices on your account at the time of submission. A failed/cancelled direct debit will incur a fee of £25+VAT. The invoice for the fee will be emailed to the contact we have on file for your account. If this and the outstanding invoice/s are not paid within 7 days after receipt of the email, your account will be placed on stop and access to products/services will not be available. Services in commencement currently will also be paused (tenant referencing checks for example). Please note that any rent protection policies linked to your account are at risk of cancellation if no payment is received within 30 days. It is the affiliates responsibility to ensure LegalforLandlords holds the correct contact details.**

**14.3 All payments made by BACS should reach our account by the 21st of each month. Failure to do so will result in a late payment fee of £25+VAT. The invoice for the fee will be emailed to the contact we have on file for your account. If this is and the outstanding invoice/s are not paid within 7 days after receipt of the email, your account will be placed on stop and access to products/services will not be available. Services in commencement currently will also be paused (tenant referencing checks for example). Please note that any rent protection policies linked to your account are at risk of cancellation if no payment is received within 30 days.**

**14.4 Payments made by BACS will incur a non direct debit fee of £25+VAT if the affiliate is eligible for direct debit.**

**14.5 If your account is placed on stop for non-payment, a reactivation fee of £50+VAT will be added to your account. All access to products/services will not be available. Services in commencement currently will also be paused (tenant referencing checks for example). Please note that any rent protection policies linked to your account are at risk of cancellation if no payment is received within 30 days.**

**14.6 Any Rent Protection policies for 'Managed Service' packages may be cancelled without prior notice if no payment is made within 30 days of the invoice date.**

**14.7 Any Rent Protection policies that have amendments will incur £15.00+VAT administration fee.**

**14.8 This agreement records and contains all the terms and conditions agreed between LegalforLandlords and the Introducer and supersedes any prior oral or written agreements, understandings or arrangements between LegalforLandlords and the introducer relating to the subject matter of this Agreement. Updates will be made from time to time to the Terms of Business. Please check within the 'My Account, Billing & Reports' section of myNative once notified.**

**14.9 The arrangements contemplated by this Agreement are specific to LegalforLandlords and the Introducer, and the rights and obligations created by this Agreement may not be assigned to any other party. Without prejudice to the generality of the foregoing, the Introducer may not delegate or sub-delegate any of its rights or obligations under this Agreement to any third party whatsoever without the express prior without consent of LegalforLandlords.**

**14.10 Any failure on LegalforLandlords part to take advantage of a breach of this Agreement by the Introducer shall not be deemed to constitute a waiver of any of LegalforLandlords 's rights to enforce the terms and conditions of this Agreement whether arising by virtue of that breach or otherwise.**

**14.11 Nothing in this agreement shall confer or purport to confer on any third party any benefit or the right to enforce any term of this agreement.**

**14.12 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or not enforceable in whole or in part, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect**

## 15. Becoming an Introducer

**15.1 To become an Introducer of our insurance, you will complete a simple application form and details of what you can and cannot do under this appointment. All insurance referrals must come direct to LegalforLandlords.**

**Subject to the Introducer being given reasonable prior written notice, the Introducer shall permit. LegalforLandlords to have reasonable access during the Introducer's normal business hours to the Introducer's relevant premises and relevant operations for the purpose of ensuring that the Introducer is complying with its obligations under this agreement.**