

Sale of Leads Contract

Category 1 Definition:

Essentially means that you will receive all leads that are generated by our websites in the postcode areas you highlight for the product groups that you want. Priority is given to category 1 network members in the call centre.

Category 2 Definition:

As we receive enquiries from our network of websites in the postcode areas that you have registered with us, we will qualify and distribute them to you accordingly and in line with the number of leads per week that you have indicated to receive. As soon as your lead volume for the week has been achieved your lead supply will stop for the remainder of the week and will be reinstated the start of the following week on Sunday. If at any time you wish to receive more than your allocated weekly volume, please contact a member of our customer services team who will be able to assist you.

In the unlikely event that your lead volume is not achieved in a week, only the actual total number of leads supplied will be invoiced at the end of that week and your account will be reset to zero for the following week.

Category 3 Definition:

This document is a legally binding contract, this is a prepayment account which works based on your maximum weekly spend or your rolling top up amount. It is a rolling weekly contract, meaning either party can cancel this contract at any-time upon giving the other party 1 week's notice in writing.

You are required to continue to pay for your leads in advance for the first two months. Thereafter subject to you meeting our qualification criteria (which are set out Section 2 of the below Terms & Conditions) and achieving good consumer feedback you may be invited to change your status to a category 1 or 2 account which allows payment in arrears for your leads. A separate contract will be issued at this stage to reflect your change in account status. The minimum budget must not be less than the equivalent of 5 leads per week, the average price of the products added will be used to determine this amount.

Temporary Pause/Postcode changes

Any request to pause your account, change your postcode coverage or product requirements must be received in writing 72 hours prior to the implementation of any such change.

Definition of temporary pause:

A reactivation date must be provided and be within 30 days from the date of instruction, this can't be extended past the 30 days. Failure to provide a reactivation date will result in the account going into cancellation. Please see cancellation terms and conditions below.

Cancellation

7 day notice period to be delivered in written form is required before any cancellation of this contract can be achieved. **No amendments to your account can be made during this period of time.**

Payment Terms

Leads are totalled Saturday to Friday inclusive and then invoiced on the following Monday, allowing 72 hours for any rejection claims to be honoured. **IMPORTANT** - If you have a dispute on any lead and you wish to reject that lead, our policy for crediting states that you must inform us of the rejection within 72 hours of receipt of the lead, via your online dashboard. (For more details please see the rejection T&C's overleaf).

Our payment terms for invoicing against Category 1 & 2 accounts are strictly 7 days from the invoice date. Failure to pay within this period will result in your account being suspended until the balance is cleared. You will not be supplied with any leads whilst your account is suspended.

Payment Options

There are 3 payment options of which one must be credit/debit card.

Option 1 – CARD Primary (only)

Option 2 – BACs Primary & CARD Secondary

Option 3 – DD Primary & CARD Secondary

Credit or Debit Card: Payments details are stored on a secure server by our payment partner, UPG Limited who uses PCI: DSS Level 1 to ensure that your card details are completely secure and will never be compromised. You have the choice to have your card details registered to your account to be used only for future payments to Leads 2 Trade for your convenience. If you choose to do, you can request it be removed at any time. Payments will be processed 7 days following the invoice date. **Note:** To have your debit/credit card removed from our continuous payment authority database, we will require a minimum notice period of 7 working days.

Direct Debit: If you have selected Direct Debit as a method of payment, a Direct Debit mandate will be sent to you under separate cover on receipt of this contract. Direct Debit payments are drawn approx. 3 – 4 days after the invoice date.

BACS: Please pay Bank Name: The Royal Bank of Scotland, Account Name: Leads2trade Limited, Account No: 41492745 Sort Code. 16-00-18

IMPORTANT: Payment via BACS or Direct Debit **MUST** be received within 7 days of your invoice date, otherwise your default secondary method of payment will be used as an alternative. We will only use your secondary method of payment in the event that your primary method fails.

Leads2trade Ltd is a PCI compliant company; a member of our accounts team will call to confirm the card details. These details once registered will be used for any future payments to leads2trade ltd. Please tick to confirm.

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Leads 2 Trade Ltd Terms & Conditions

PLEASE READ CAREFULLY

1 *Definition and origin of a lead*

1.1. Customer enquiries have been generated from our network of websites and specialist partners. A lead is then double qualified by our Call Centre Advisors. If the enquiry meets our strict qualification criteria (as stated below) it is only at this point that the lead is generated and delivered to our exclusive network of Trusted Local Suppliers. This double qualified lead is then sent to a maximum of up to two active Network Members, who have accounts with sufficient credit.

2 *Qualification criteria*

Leads2trade qualify all our leads before sending to our network members. Each lead will have been qualified by our in-house call centre to ensure that the following criteria have been met:

- The customer is the home owner;
- The requirement for the work is within six months, or two months for boiler leads
- The address, contact name and phone number details are correct;
- The best time and telephone number to contact the customer is established; and
- The customer requires a free no obligation quotation.

3 *Lead clarification*

- 3.1. Leads 2 Trade provides sales leads. A sales lead shall be distinguished from an appointment which is an actual visit.
- 3.2. If you wish to discuss setting up confirmed appointed leads or for leads 2 trade to hot key transfer you your leads, please select this option on page 3 – “lead delivery details” or speak to your designated Account Manager for further information on this service.

4 *Data protection / Compliance*

You will conduct and process the Personal Data in accordance with clause 4.

4.1 Definitions

Controller	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
Data Subject	means the identified or identifiable natural person the Personal Data are relating to.
Data Protection Laws	means the Data Protection Act 1998 (as amended or replaced with English law’s adoption of GDPR) and the GDPR.
GDPR	means the General Data Protection Regulation 2016/679

Personal Data	means any information relating to an identified or identifiable natural person ('Data Subject'), which information is subject to the GDPR or the laws of non-EU EEA countries that have formally adopted the GDPR; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Processing	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Services	means the services provided by You as agreed in the Contract.
Supervisory Authority	means the independent public authority, Information Commissioner's Office which is established by a Member State pursuant to the GDPR

4.2 Processing

On receipt of each lead with Personal Data, you become the Data Controller.

A list of the agreed categories of the types of Personal Data you will receive are set below:

- (i) Name – first name, last name
- (ii) Title
- (iii) Postal address
- (iv) Email address
- (v) Up to three telephone numbers
- (vi) Other information to help process the enquiry.

These are the Categories of Data Subjects that may have their Personal Data processed by you:-

- (i) *Your employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)*
- (ii) *Your affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)*
- (iii) *Ours/your (potential) customers (if those (potential) customers are individuals)*
- (iv) *Employees of both Parties (potential) customers*
- (v) *Visitors*

- (vi) Suppliers and subcontractors (if those suppliers and subcontractors are individuals)
- (vii) Employees of suppliers and subcontractors
- (viii) Agents, consultants and other professional experts (contractors)

4.3 Purpose and basis of lawful processing of Lead Transfer

The purpose of the Personal Data is to enable you to provide the individual with a free and no obligation quote.

The lawful basis for processing the Personal Data is consent obtained at the point of contact with the lead for the purposes of transferring the Personal Data to yourselves.

The lead was informed that you would provide a free and no obligation quote for your products and/or services that lead to the initial enquiry on our network of owned and affiliated websites.

Basis for the consent was obtained. Further agreements between the lead and yourself (including reaching an agreement relating to the fulfilment of the initial enquiry) must be between you and the lead.

4.4 Data Subject Rights and Requests

You are responsible for ensuring that your Data Protection Policy covers the procedure for responding to a Data Subject's notice or a court order requiring rectification, blocking, erasure or destruction of personal data.

The Data Subject's notice or a court order requiring rectification, blocking, erasure or destruction of personal data must be dealt with by the appropriate member of your staff who is responsible for the information in question

To the extent permitted by law, you must inform us of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) regarding Personal Data. We shall be responsible to respond to such requests of Data Subjects and you will reasonably assist us in responding to such Data Subject Requests.

4.5 Third Party Requests and Confidentiality

You must not disclose Personal Data to any third party, unless authorized by us or required by law. You must comply with the obligation of confidentiality contained in this Agreement and not Process such Personal Data for any other purposes, except on our written instructions or unless required by applicable law.

4.6 Return or Deletion of Personal Data

Personal data must only be kept for the length of time necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic personal data. You will ensure that retention policies are adopted to ensure that the Personal Data specified in this Agreement is destroyed once no longer needed.

You must inform us immediately if you cannot destroy or delete all personal data because of technical reasons and take all necessary steps to:

- (i) *come the closest possible to a complete and permanent deletion of the personal data and to fully and effectively anonymize the remaining data; and*

- (ii) *make the remaining personal data which is not deleted or effectively anonymized unavailable for further processing.*

4.7 Security of the Personal Data

You will implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk for the Processing that you carry out, in particular in relation to the measures set out in Article 32(1) GDPR.

4.8 Breach management

If you become aware of any unlawful access to any Personal Data stored on your equipment or in your facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Data ("Personal Data Breach"), you will promptly:

- (i) *notify us of the Personal Data Breach;*
- (ii) *investigate the Personal Data Breach and provide us with information about the Security Breach;*
- (iii) *take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach;*
- (iv) *assist us with any reporting of such Personal Data Breach either to the Supervisory Authority or any Data Subjects.*

You must document and record each Security Breach and make this record available for inspection by us upon written request.

4.9 General

This clause not restrict any applicable Data Protection Laws.

If any provision in this clause is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.

Whenever this clause is referring to written form, electronic form such as email or via a ticketing system shall be sufficient.

5 Confidentiality

Both parties agree to keep all information passed between them in the course of this Contract confidential ("Confidential Information") and no Confidential Information passed between them either verbally or in writing will be made available to any third party during the period of this Contract or for a period of 12 months from the termination of this Contract.

Confidential Information shall include any information relating to our business and/or our financial affairs and/or those of our agents, customers, prospective customers or suppliers and in particular shall include:

- (i) *Our business methods and information-(including prices charged, discounts given to customers or obtained from suppliers, product development, marketing and advertising programmes, costing, budgets, turnover, sales targets or other financial information);*

- (ii) *lists and particulars of our suppliers and customers and the individual contacts at such suppliers and customers;*
- (iii) *details and terms of any of our agreements with suppliers and customers;*
- (iv) *confidential details as to the design of our and/or our suppliers' products and inventions or developments relating to future products;*
- (v) *details of any promotions or future promotions or marketing or publicity exercises planned by us*
- (vi) *details of any budgets or business plans of our business; and*
- (vii) *any information which may affect the value of our business or the shares of our company*

It is irrelevant whether or not documents or other materials are marked as confidential or is identified or treated by us as being confidential.

You are not prevented from using or disclosing any Confidential Information which you are either authorised to use by us or confidential information which is in the public domain; or as is required to be disclosed by law.

You must not make any public statement (whether written or oral) to the media or otherwise relating to the affairs of our business and you shall not write any article for publication on any matter concerned with us without our prior written consent.

6 *Rejection Criteria*

A lead will be considered for rejection should it not meet any of our qualification criteria. (See above)

Our policy states that you must reject the lead online via your members' area dashboard by clicking the "reject" button next to the individual lead number.

The reject button facility will only be visible for 72 hours after the lead is delivered to you.

All rejections must be received back via your members' area dashboard within 72 hours of receipt. Rejections received outside this period or delivered by any other means, will not be considered for a credit.

If you are unable to contact a customer within 72 hours you may reject the lead back to us by the above method highlighted. Our call centre staff will then attempt to contact the customer on your behalf for a further 48 hours. If we can get hold of the customer and they still want a quote **this will be updated on your dashboard**. If we are unable to contact the customer, or if they no longer require a quote, the rejection will be credited. (This service is provided at no additional cost. All other rejection guidelines are applicable).

If you are unable to quote a lead, but one of our other suppliers can, this will not be considered for rejection. This is a sales opportunity, therefore if another supplier can quote, we deem the lead to be satisfactory.

If you have received the same lead from another source before we deliver it to you, you may return the lead to us for rejection stating "duplication" this must be sent to the rejections email below. This is

provided the rejection is received within 24 hours and is accompanied by proof of duplication. * Please note a duplicated lead will only be considered for a credit if the duplication is from a comparable telephone qualified lead source with accompanying notes and is not just a website form fill. If the lead was delivered by Leads 2 Trade before the duplicate lead from another source it will not be considered for a rejection. Duplicate proof will not be accepted for Appointed or Hotkey Leads.

Please e-mail duplicate leads already received from another source to:

E-mail – rejections@leads2trade.co.uk or

7 *Appointment Booking*

You can reject a lead for a booked appointment by the same means, if you do not get in to see the consumer because:

- The consumer is not in (remember it is your responsibility to confirm the visit); or
- The consumer cancels.

Leads 2 Trade reserve the right to re-appoint this type of lead for you.

You cannot reject a lead if you decide to re-appoint and the consumer is not available at your convenience.

Leads 2 Trade will be confirming all appointments with the consumers via SMS. If we have received confirmation of the appointment back from the consumer you cannot reject for non-confirmation.

You cannot reject a lead if you have completed the appointment, but the consumer places an order with another supplier.

You cannot reject a lead because you do not want to go on it, or have pre judged it, or just don't want to accept it.

You cannot reject a lead for the reason of duplication, we deem that when the consumer agrees to an appointment / survey that we book on your behalf that at the time they have no appointments / surveys booked directly with you.

If you are taking booked appointments, any lead rejected due to the consumer being out or cancelling, must be submitted within 24 hours of the original appointment time and date.

We also contact the consumers after releasing their details to our members to gain non biased independent feedback from them regarding their experience with our Trusted Local Supplier members and our service.

7.1. Can I get access to my leads at any time?

When you have successfully joined our network, our IT Department will send you an email with a username and password to access your very own member area of our website. This private area is where you can log in to look at your leads, from anywhere, as long as you have internet access. It contains all of the information we have sent to you about your leads and even gives you the option to leave yourself reminder notes to keep track of them.

7.2. How long does it take to release a lead to me after your network has received it?

All Trusted Local Supplier leads are right here, right now opportunities. As such, we know the importance of getting the leads to you as soon as they arrive. Experience has taught us that the quicker we speak to the consumer, the better chance everyone has of getting a positive result. We'll send your leads to you the minute we qualify them. If we can't get hold of the consumer as soon as we receive the enquiry, our call centre will keep trying until qualification is made.

7.3. Is there a best way to introduce myself to the consumer?

All the consumers who submit their details via our Trusted Local Supplier portfolio of websites are constantly reminded of the brand and its values. Once the enquiry is received from one of our internet sites our call centre staff contact the consumer by telephone to acknowledge receipt of their enquiry and to establish if the enquiry fulfils our lead qualification criteria. We are proud of how we qualify the enquiry and in this call establish a preferred time of day for you to contact them to discuss their requirement in more detail. When the lead is sent to you the product details of the customer's requirements will be clearly identified as well as the preferred time for you to contact them and the name of the Trusted Local Supplier customer services contact who the consumer has spoken to (see example below):

New Lead Alert!

Hi Paul Coleman

You have a new lead from your trusted local suppliers account
Ref: 53867

Customer Details

Name:	Mr Example
Address:	House Number: 10 Street: Another avenue
City:	LONDON
Region:	LONDON
Postcode:	SW166SE
Email address:	mrexample@aol.com
Daytime telephone number:	01483 415394
Mobile telephone number:	Not applicable
Administrator Comments:	Customer is looking to get 4 windows & 2 doors in white UPVC. Please contact between 6 – 8pm this evening Thanks Kyle

Be sure when you make contact and introduce yourself that you mention their earlier internet enquiry to Trusted Local Suppliers and that you have been asked to contact them to discuss their requirement in greater detail and to provide a no obligation quotation. Don't forget to mention the name of the TLS

representative who called them initially. The call centre persons' name will be shown in the lead "comments" section.

This should ensure a smooth introduction to an appointment opportunity. Alternatively, why not let us book appointments on your behalf?

Our head office opening hours

Monday to Thursday from 8:30am to 8.30pm

Friday from 8:30am - 5pm

Sunday 11:00am – 6pm

Telephone number: **0800 124 4308**

email: L2T-Sales@leads2trade.co.uk

IMPORTANT

By signing this contract I hereby accept and confirm that I will comply with the Leads 2 Trade Ltd terms and conditions as provided within this contract.

I further agree to my credit/debit card details, if submitted above, or the direct debit mandate if provided, to be used as payment for leads supplied.

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.