

Terms and Conditions for the Supply of Leads - Version 1.6

The agreement is made between the **Buyer** as specified on the first page of the Agreement and Aggregators UK Limited Ltd hereafter referred to as the **Supplier**

1. The signatory of the Buyer confirms they have the authority to enter into this Agreement and the details provided within are accurate and that all relevant information has been disclosed. The Buyer shall inform The Supplier in writing of any changes to the information within 28 days of the change occurring.

2. Definitions of terms contained in this Agreement.

Enquirer: The person or company who uses the Suppliers web pages or other media for the purpose of obtaining price quotations for home improvements or other specified products

Enquiry or Lead: The criteria data submitted by an Enquirer

Invalid Enquiry or lead: Where an enquirer has deliberately submitted false or misleading data.

Rejection Criteria: The criteria under which a Buyer may reject a Lead as detailed in Clause 15 below or amended in the first page of the agreement.

Guarantor: A person who has undertaken to guarantee payment of all or any overdue liabilities by a specific Buyer to the Supplier.

Personal data (PD): The information supplied by an Enquirer to the Seller, as defined under General Data Protection Regulations (GDPR) 2018, and subsequently transmitted to the Buyer to enable the Buyer to pitch for the sale and installation of the relevant product.

3. The Buyer requires that The Supplier supply leads for the nature of business, geographical area, quantity and price as specified in Appendix I of this agreement

4. The Supplier undertakes to ensure that the selection of Buyers is made independently and impartially according to the suitability of the products and services offered by the Subscribers and the requests made by the User.

5. Whilst every effort is made to assess the enquirer and their request via the sites the Buyer agrees not to hold The Supplier responsible for false information and/or Enquiries passed on to the Buyer nor for any consequential damages that result, whether direct or indirect.

6. The Suppliers sole obligation is to put the Enquirer in contact with the Buyer. The Supplier will not intervene in any subsequent negotiations between the Enquirer and the Buyer and will under no circumstances be held responsible for any disagreement that may occur between them during the negotiations and/or the provision of products or services.

7. The Supplier agrees to only send the same Lead to a maximum of four Buyers.

8. The Supplier declines all civil and/or penal responsibility concerning direct and indirect consequences of the contact between the User and the Buyer. The Supplier may not be held responsible in matters concerning the relevance and quality of Job Leads it passes on to the Buyer.

9. The Buyer may suspend Leads at any time and without charge. The request to suspend Job Leads must be made in writing, via email or via phone, 48 hours prior to the requested date.

10. The Supplier reserves the right to change the structure and content of its Sites at any time.

11. Each lead has a set price at which it is invoiced to the Subscriber. The price reflects the status of the user i.e. private individual or commercial and the category of trade. The prices are shown against the appropriate selections in Appendix I of this Agreement. The Supplier may revise the price after having notified the Buyer 28 days before the price changes come into force.
12. If the Buyer requires any changes to their account they must inform the Supplier by email at leads@quotestocompare.com. A period of 48 working hours before the change will be active.
13. A weekly invoice detailing all Leads is sent by email on or immediately after Wednesday of each week. The number of Leads invoiced on a MONTHLY basis will not exceed the maximum number of requests that the Buyer has agreed to receive for that month based on the Buyers weekly requirements. The Quota of leads sent in any 7 day period is allowed to exceed the requested weekly quota as long as the monthly figure is not exceeded. For the purposes of calculations a Month's quota is 4.33 times the weekly quota rounded up to the next whole number. Duplicate Job Leads will only be invoiced once. Subscribers may be requested to place a deposit on the account if we are unable to obtain a credit limit. The total amount is to be paid by Credit card, Debit card, BACS payment or other as agreed between the Supplier and the Buyer on Friday, weekly.
14. The Buyer is required to pay, in full, any invoice rendered within seven days of issue. Failure to make full payment within fourteen days of invoice issue may result in the immediate suspension of lead supply. A credit charge of £30.00 (thirty pounds) will be charged on any invoice thirty days overdue together with interest at 10.0% per annum on any overdue and outstanding sum.
15. Guarantee Provisions In consideration of the Supplier having agreed at the Guarantor's request to supply the Buyer with leads for their business, the Guarantor agrees to be responsible to the Supplier for the price of all leads. The Guarantor's liability to the Supplier shall be in respect of the whole debt. This guarantee is a continuing guarantee and security and the Guarantor's liability under it shall not be affected by the Supplier giving time or any other indulgence to the Buyer.
16. The Supplier will accept the following basic reasons for a Lead to be rejected as long as they are informed within 72 working hours of the Lead being sent to the Buyer.

Hoax enquiry

Incorrect contact information (i.e. incorrect phone number)

The lead is a duplication of a lead already delivered by the Supplier

Incorrect lead type.

Not the homeowner

Or as varied per Page one of the agreement

All queried leads will be verified. To reject a lead the Buyer must forward the lead within 72 hours of electronic receipt with the reason to leads@quotestocompare.com, any rejection made after 72 hours will not be accepted and will result in this lead being chargeable at the full relevant rate.

Allow 48 working hours for verification of your reason for rejection and to credit the account if appropriate. If it is decided that a credit will not be raised the Buyer will be informed by email.

17. In the event that the Buyer has a dispute with regards to a Lead, the Buyer must contact the Supplier on 01603 664841 or email leads@quotestocompare.com
18. The Supplier has undertaken to provide the Enquirer with the best possible service and to complete all work arranged. The Supplier cannot be held in any way responsible should the Buyer fail to fulfil any of its obligations to an Enquirer. The Subscriber agrees to the following: (i) Having up-to-date Public and Employers Liability insurance as appropriate. (ii) Respond within 3 working days to Job Leads received via the Supplier even where a negative reply is given. (iii) Provide a written quotation before work is undertaken. (iv) Undertake the work on the dates and within the time-scales arranged. (v) Respect the current standard of work and employ competent staff. (vi) Leave the work-site in a clean and tidy state (if applicable).

19. The Buyer undertakes to contact the Enquirer on the telephone numbers or email as provided with the lead within 36 hours of receiving the lead from the supplier. Such contact must always be made at a reasonable time of day (normally defined as 08.00 hrs to 20.00 hrs or as otherwise requested by the User). Failure to attempt to contact the User in accordance with these terms will automatically negate the Buyers claim for rejection on the basis of inability to contact.
20. The Supplier operates in accordance with the guidelines laid down under the General Data Protection Regulations (GDPR) 2018 and, this agreement requires that the Buyer also agree and confirm that they also operate under the same guidelines and that they treat all data received from the Supplier in accordance with the terms of the GDPR 2018 (or as may be amended or superseded). The Supplier shall not be liable for any breach or consequence of breach of the terms of the relevant act, made by the Buyer howsoever caused.

When the Buyer receives a lead from the Supplier it will be for a specific product (e.g. a conservatory or double glazed windows), the Buyer may not assume that there is any consent given or implied by the enquirer or Aggregators UK Limited for any other product or sales pitch other than that described in the Lead itself. This does not prevent you from asking the enquirer for such consent, providing such request is made in accordance with the prevailing legislation.

The Buyer confirms that they are familiar and compliant with the GDPR regulations in general. They further confirm that they are specifically compliant with the legislation pertaining to an individuals' data storage and their rights to erasure, rectification and restriction of processing.

21. The Buyer may use the Quotes to Compare logo to assist in its promotion. In the event that this agreement is terminated, the Buyer agrees to cease using and to remove the Quotes to Compare logo from its promotions immediately.
22. The Supplier hereby gives consent to the Buyer to carry out any relevant searches on any or all individuals or trading styles of your business at any home or business address associated with the company, with any credit reference agency that we deem appropriate. Such credit agencies may keep a record of that search and may share that information with other parties.
23. As a member of Quotes to Compare network you are required to belong to a trade association or professional body or be willing to provide references from three satisfied customers.
24. Both parties have the right to terminate this agreement at any time by giving notice in writing to the other party.
25. The Buyer must inform the Supplier in writing/email/fax if they wish to terminate the agreement. This must be received 48 hours prior to cancellation date. All leads delivered to the Buyer prior to termination are chargeable.
26. The Supplier may terminate this agreement at any time and shall not be liable to provide the Buyer with any reason or justification for such termination.
27. If any provision in this Agreement should be held to be invalid such provision shall be severed, remaining provisions shall continue to have full force and effect.
28. This Agreement shall be construed and effective under and governed by the Laws of England.
28. The Agreement constitutes the entire Agreement between the Buyer and the Supplier and no representation, statement, warranty or condition not expressly contained in this Agreement or incorporated herein by reference shall be binding upon The Supplier as a warranty or otherwise.