



Terms and Conditions – 1st August 2015

The Terms and Conditions set out herein apply to any agreement between LeadsBooster.co.uk and You pursuant to which LeadsBooster.co.uk will refer qualified leads and opportunities it has identified, in consideration for which You shall pay to LeadsBooster.co.uk the payments specified in paragraph 4.2 of the Terms and Conditions.

1. DEFINITIONS

'The Commencement Date' - the date specified in the Confirmation email or Purchase Order

'Activity' the activity carried out by You following receipt of the Lead

'Confirmation email' - the email that is sent by LeadsBooster.co.uk to You confirming the date of the commencement of this Agreement

'Enquirer' or **'Interested Party'** - the person or persons who wish to be contacted by You

'Lead' - the form containing details of the interested party and the limo hire information

'Month' period of 4 weeks/28 days

'Territory' - the predefined geographic sub-division of England, Wales, Scotland and Northern Ireland **'Year'** 13 sets of 4 week periods

'You' or **'Your'** - the person, partnership or company to whom the Lead is sent

2. COMMENCEMENT

The agreement shall commence on the date specified in the Confirmation email and shall continue until terminated in accordance with paragraph 5 below.

3. OBLIGATIONS OF ["LeadsBooster.co.uk"]

3.1 LeadsBooster.co.uk reserves the right not to enter into an agreement with You, without explanation.

3.2 On acceptance LeadsBooster.co.uk will send out a Confirmation email that will start this agreement. The agreement will continue until terminated in accordance with paragraph 5 of these terms and conditions.

3.3 LeadsBooster.co.uk will source leads through own branded and third party websites. Through its websites and telephone assistance LeadsBooster.co.uk will endeavour to assist the potential applicant so the Lead is qualified.

3.4 LeadsBooster.co.uk will notify You of the Lead without delay usually by email or by any other means as agreed between LeadsBooster.co.uk and You.

3.5 LeadsBooster.co.uk cannot guarantee that the Lead will be converted into business. LeadsBooster.co.uk will not refund any Lead that falls outside of LeadsBooster.co.uk's refund policy.

3.6 LeadsBooster.co.uk may send out questionnaires to You and/or the Enquirer in respect of the Lead to obtain feedback.

4. YOUR OBLIGATIONS

4.1 You will be responsible for all dealings with the Enquirer once LeadsBooster.co.uk has referred the Lead to You. You should make it clear to the Enquirer that you are calling following an enquiry via LeadsBooster.co.uk and shall at no time present yourself as an agent of LeadsBooster.co.uk, or the website that sourced the Lead, any other lender or any other agent or group company.

4.2 Leads are priced in accordance with the pricing schedule at www.LeadsBooster.co.uk.

4.3 You shall pay the sum whether or not the Lead is converted into business.

4.4 Pricing for the Leads will be reviewed on a regular basis. You will be notified of any change to the fee by email subject to at least 10 days notice. Each Lead, sent to You by LeadsBooster.co.uk, must only be serviced by yourself or representative of your company or the company You work for. You must not sell Leads without the prior knowledge and written agreement of LeadsBooster.co.uk.

4.5 In performing Your obligations under this agreement, in connection with LeadsBooster.co.uk, You shall act in good faith and exercise all due skill, care and diligence. You shall ensure that Your conduct of business in connection with LeadsBooster.co.uk and the scheme shall comply with all applicable rules and requirements. You shall not act in a way that could have an adverse effect on the reputation of LeadsBooster.co.uk or the website from where the Lead was sourced or any other company.

4.6 In consideration of the introduction of Leads, You agree to indemnify LeadsBooster.co.uk, and all associated companies of LeadsBooster.co.uk against all damages, claims, expenses and other costs incurred or as a result of the introduction of interested parties to you whether during or after the termination of this agreement.

4.7 It is the intention of the parties that the indemnity will continue to exist during any relevant limitation period notwithstanding the termination of this agreement for any reason.

5. TERMINATION

5.1 Either party may terminate this agreement at any time, in writing, or by emailing such notice to the other.

5.2 All terminations will be acknowledged and confirmed by LeadsBooster.co.uk by email. You may be required to produce this Confirmation email in order to validate any refund requests submitted after termination. LeadsBooster.co.uk reserves the right to refuse refunds outside of its refund policy without a valid termination Confirmation email.

5.3 Upon termination, all Leads are payable.

6. REFUND POLICY

6.1 You may request a refund on a Lead found to be fraudulent. Refunds will not be made for any other reason except in exceptional circumstances and at the sole discretion of LeadsBooster.co.uk.

6.2 A lead refund must be requested through your online control panel as follows:

- Select the relevant lead by clicking on the view lead image which looks like this:
Click 'Return Lead'
- Complete the form and click 'Continue'

6.3 Refund requests must be made within a window of 72 hours to 10 days from the time the lead was generated. Lead refund requests before 72 hours elapsed time will not be honoured in order to give sufficient time for an enquirer to respond.

6.4 If, after investigation, the lead is found to be eligible for a refund, LeadsBooster.co.uk will refund You by voiding the lead in your account. The lead transaction will be reversed and all monies will be credited automatically to Your account.

7. EFFECT OF TERMINATION

In the event that You fail to make payments for Leads in accordance with this agreement but are owed at the same time monies by LeadsBooster.co.uk, or any of its associated companies, then You irrevocably consent to LeadsBooster.co.uk setting off those monies owed against those sums owed by them to You.

8. DISCLAIMER

LeadsBooster.co.uk gives no warranties, express or implied, in respect of any information contained on websites operated by LeadsBooster.co.uk and You agree to accept that the information is to LeadsBooster.co.uk's reasonable standards and does not obviate the necessity of You checking all the information provided in giving advice to the Enquirer.

9. NOTIFICATIONS

9.1 All terminations to your account must be requested in writing by e-mail and will be acknowledged and confirmed by LeadsBooster.co.uk by e-mail. You will be required to produce the confirmation in order to validate any request for refund of Leads submitted after a termination request. We reserve the right to refuse refunds should a valid e-mail not be produced on request.

9.2 Should LeadsBooster.co.uk fail to carry out a request for a cancellation this should be notified to LeadsBooster.co.uk within 5 working days.

9.3 in the event of failure to provide a notification as specified in 9.1 LeadsBooster.co.uk reserve the right to refuse any costs incurred during this period and all Leads will be deemed chargeable.

10. EVENTS BEYOND OUR CONTROL

LeadsBooster.co.uk shall not be liable to You for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through our website resulting from any event or circumstances beyond our reasonable control including, without limitation, breakdown of systems or network access, fire, explosion or accident.

11. GOVERNING LAW

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any dispute between us.

12. UNENFORCEABILITY

The enforceability or otherwise of any provisions of these terms and conditions shall not affect the enforceability of the rest of these terms and conditions.

13. EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.