

## AFFILIATE TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions (**Terms**) on which you may be eligible for an Affiliate Commission where you refer Potential Clients to us who ultimately purchase our Services.

**Who we are.** We are Stephanie Sadler, a sole trader whose registered address is in London in the United Kingdom trading as Little Observationist (**we / us / our**).

**How to contact us.** To contact us, please email us at [steph@littleobservationist.com](mailto:steph@littleobservationist.com) or via the [Contact](#) page on our website.

## AGREED TERMS

### 1. INTERPRETATION

1.1. The following definitions apply in these Terms:

**Affiliate Commission** means the credit amount you may be entitled to as a result of a Potential Client who you refer to us ultimately purchasing our Services in accordance with the eligibility requirements set out in clauses 3 and 4 under these Terms.

**Engagement** means the Potential Client's engagement with us to provide the Services.

**Potential Client** means a new client, not currently or previously associated with us, who has or who may have potential Engagements for the provision of Services which are referred to us and subsequently accepted for fulfillment by us.

**Potential Client's Discount** means the discounted rate given to the Potential Client on their initial Engagement of our Services in accordance with the requirements set out in clause 5 of these Terms.

**Services:** means our social media strategy and digital content creation services, including services which are incidental or ancillary to such Services.

### 2. COMMENCEMENT AND DURATION

These Terms will continue in force until they are terminated in writing by either party.

### 3. AFFILIATE COMMISSION

3.1. For every Potential Client you introduce to us who is subsequently accepted as a client of ours, and subject to the eligibility criteria set out at clause 4 of these Terms, we agree to pay you an affiliate commission. The affiliate commission is in the amount of £50.00 credit in the form of a voucher with a code which will be fully redeemable against the purchase of any of our Services, which can be found on our [website](#) from time to time, or against the purchase of any goods made from our online shop, hosted on [Etsy](#) or such other platform from time to time (**Affiliate Commission**).

3.2. Once the eligibility criteria at clause 4 have been met in full and on our completion of the Engagement for the Services, we will notify you that you are entitled to the Affiliate Commission and we will provide you with the Affiliate Commission voucher with a code within 14 days of our completion of the Engagement for the Services.

- 3.3. Where the value of the Affiliate Commission exceeds the price of the goods or services you purchase from us, you will be entitled to a credit note for the remaining value of the Affiliate Commission, which can be used towards the future purchase of our goods or our services. The Affiliate Commission is non-transferable and cannot be refunded or exchanged for its monetary value. The Affiliate Commission and any resulting credit notes must be used within six (6) months from the date of issue.

#### **4. ELIGIBILITY**

- 4.1. You will only become eligible for an Affiliate Commission when all of the following have occurred:
- 4.1.1. we have received confirmation that the Potential Client is proceeding with our Engagement as evidenced by a signed agreement by both us and the Potential Client, and
  - 4.1.2. we have received payment in full of our fees from the Potential Client, and
  - 4.1.3. we have completed the Potential Client's Engagement for the Services.
- 4.2. The Potential Client's initial conversations, discussions or negotiations with us do not constitute an Engagement and no Affiliate Commission will be due until all of the criteria at clause 4.1 have been met.
- 4.3. If, after the Potential Client has confirmed that they are proceeding with our Engagement, the Potential Client subsequently withdraws the Engagement or for any reason does not permit us to complete the Engagement, no Affiliate Commission will be payable.
- 4.4. The Affiliate Commission is applicable for the initial Engagement of a Potential Client you introduce to us only. No Affiliate Commission is applicable or payable for any subsequent Engagements the Potential Client may engage us to fulfil. The Affiliate Commission is applicable to the purchases made by Potential Clients of any of our Services only. No Affiliate Commission is applicable to the purchases made by Potential Clients of any of our goods in our online shop, hosted on [Etsy](#) or such other platform from time to time.
- 4.5. In order for you to be eligible for an Affiliate Commission, the Potential Client's Engagement must take place within six (6) months from the date you introduce the Potential Client to us. Any Engagement that we fulfil after this time will not entitle you to an Affiliate Commission.

#### **5. POTENTIAL CLIENT'S DISCOUNT**

- 5.1. Any Potential Client you introduce to us who is subsequently accepted as a client of ours, and subject to the Potential Client entering into an agreement with us for the provision of Services, will be entitled to a discount on their initial purchase of the Services. The Potential Client's discount is at the rate of twenty per cent (20%) of the total amount of the Potential Client's initial Engagement with us (**Potential Client's Discount**).
- 5.2. The Potential Client will only become eligible for the Potential Client's Discount when both of the following have occurred:
- 5.2.1. we have received confirmation that the Potential Client is proceeding with our Engagement as evidenced by a signed agreement by both us and the Potential Client, and
  - 5.2.2. we have received payment of our fees from the Potential Client.

- 5.3. The Potential Client's initial conversations, discussions or negotiations with us do not constitute an Engagement and no Potential Client's Discount will be due until both of the criteria at clause 5.2 have been met.
- 5.4. If, after the Potential Client has confirmed that they are proceeding with our Engagement, the Potential Client subsequently withdraws the Engagement or for any reason does not permit us to complete the Engagement, no Potential Client's Discount will be payable on any subsequent Engagement(s).
- 5.5. The Potential Client's Discount is applicable for the initial Engagement of a Potential Client you introduce to us only. No Potential Client's Discount is applicable or payable for any subsequent Engagements the Potential Client may engage us to fulfil. The Potential Client's Discount is applicable to the purchases made by Potential Clients of any of our Services only. No Potential Client's Discount is applicable to the purchases made by Potential Clients of any of our goods in our online shop, hosted on [Etsy](#) or such other platform from time to time.
- 5.6. In order for a Potential Client to be eligible for a Potential Client's Discount, the Potential Client's Engagement must take place within six (6) months from the date you introduce the Potential Client to us. Any Engagement that we fulfil after this time will not entitle the Potential Client to a Potential Client's Discount.

## **6. CONFIDENTIAL INFORMATION**

- 6.1. For the purposes of these Terms, confidential information includes but is not limited to technical information, business forecasts and strategies, marketing plans, client or customer and supplier lists, personnel information, financial data and proprietary information.
- 6.2. Each party undertakes that it will not at any time disclose to any person any confidential information concerning the other party, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.
- 6.4. Both parties agree to not take any actions, make any statements, whether oral or in writing, that negatively impact the other party's business, services, products or reputation.

## **7. LIMITED SCOPE OF AUTHORITY**

- 7.1. We do not grant to you authority, and you must not hold yourself out as having authority, to bind us in any way. You must:
  - 7.1.1. disclose to each Potential Client that you are a referral or affiliate agent for us, and that you have no authority or ability to negotiate or vary the Services, or the terms for the provision of the Services, or enter into any contract on our behalf;
  - 7.1.2. not negotiate with Potential Clients any terms for our provision of the Services;
  - 7.1.3. not make or enter into any contracts or commitments or incur any liability for us or on our behalf, including for the provision of the Services or the fees for them;
  - 7.1.4. not, without our prior written approval, produce any marketing material for our Services or use our name, trading name, logo or trade marks on any marketing material for the Services; and
  - 7.1.5. not make or give any representations, warranties or other promises concerning us or the Services.

- 7.2. You will ensure that any Potential Client you introduce to us has given their consent for their details to be submitted to us, and you will also ensure that any Potential Client is advised of and has given approval for us to contact them to discuss our Services.

## **8. INDEMNITY AND LIMITATION OF LIABILITY**

- 8.1. You agree to indemnify and hold us harmless from any losses, damages, liability, costs, claims, demands or expenses which may arise out of your actions or inactions.
- 8.2. We will not be liable to you for any loss, whether direct or indirect, including but not limited to loss of profit, loss of revenue, loss of prospective economic advantage or loss of opportunity arising from any act or omission relating to these Terms.

## **9. GENERAL**

- 9.1. We reserve the right to change, amend or edit these Terms at any time. We will notify you in writing of any changes we make to these Terms.
- 9.2. These Terms are personal to the parties and you will not assign or transfer any of your rights and obligations under these Terms. We may at any time assign or transfer any or all of our rights under these Terms, provided that we give prior written notice of such dealing to you.
- 9.3. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 9.4. These Terms constitute the entire agreement between the parties in relation to Affiliate Commissions, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 9.5. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. The parties are independent and are not partners, principal and agent nor employer and employee, and these Terms do not establish any trust, fiduciary or other relationship between them other than as expressly set out above.
- 9.6. These Terms are governed by the laws of England and Wales. The Courts of England and Wales will have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms.
- 9.7. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 9.8. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, their subject matter or formation.