

## Affiliate Partner Application Form

Name	<input type="text"/>
Company Number	<input type="text"/>
Correspondence Address	<input type="text"/>
Type of Company	<input type="text"/>
If Subsidiary provide name of Ultimate Holding Company	<input type="text"/>
Contact Name	<input type="text"/>
Telephone Number	<input type="text"/>
Fax Number	<input type="text"/>
Email Address	<input type="text"/>
Website	<input type="text"/>
Status in Company	<input type="text"/>
Bank Name	<input type="text"/>
Bank Account Number	<input type="text"/>
Bank Account Name	<input type="text"/>
Sort Code	<input type="text"/>
Signed	<input type="text"/>
Date	<input type="text"/>

Please complete the application form, complete and sign the attached agreement form (we will send you a copy for your records) and send to:

Affiliate Manager, Professional Fitness, Globe House, 24 Turret Lane, Ipswich, Suffolk IP4 1DL

## Professional Fitness Affiliate Agreement

### Parties:

- (1) Professional Fitness, a trading name of R3 Holdings Ltd, is an Appointed Representative of Harrison Beaumont Insurance Services Ltd.(HBIS), registered number 458222. The registered office is at Globe House, 24 Turret Lane, Ipswich, Suffolk IP4 1DL (HBIS)
- (2) .....("The Affiliate")

### WHEREAS:

The Affiliate wishes to make introductions to HBIS for Liability and Professional Indemnity cover for Professional Fitness Instructors and Personal Trainers.

### Definitions:

The following expressions shall have the following meanings:

Appointed Representative	Has the meaning set out in the Financial Services and Markets Act 2000.
Confidential Information	All information which relates to the operations, plans, know-how, trade-secrets, business affairs, logos, trademarks and intellectual property, customers or suppliers of either party or their respective Group Undertakings.
Customer	A customer of the Affiliate.
Data Protection Act	The Data Protection Acts 1994 and 1998, the Telecommunications (Data Marketing and Privacy) (Direct Marketing) Regulations 1998 and any other laws or regulations from time to time applicable to any handling of data in connection with this Agreement.
Product	Liability and Professional Indemnity cover for Professional Fitness Instructors and Personal Trainers.
Provider	The relevant insurer or provider of insurance who, whether directly or through one or more agents, is supplying the Product.
Start Date	[                      ]
Term	Means from the Start Date until terminated.
FSA	The Financial Services Authority.
Group Undertakings	Companies within the same group as defined in section 259 Companies Act (as amended) including all parent, subsidiary and associated companies.

### Purpose of Agreement

HBIS and the Affiliate have agreed to record in writing the terms between HBIS and the Affiliate for the sale and administration of the product to be made available to the Affiliates Customer base from the Start Date during the Term. Nothing in these terms of business will be construed as constituting a partnership between the parties.

The Affiliate does not act as the Appointed Representative of HBIS and has no authority to appoint any third party as HBIS's Appointed Representative.

**Obligations of HBIS and the Affiliate:**

HBIS shall use its reasonable endeavours to:

- (a) deal direct with the Customer and advise the Customer of all fees applicable to the transaction before the Customer enters into the transaction;
- (b) create and maintain a database of records relating to insurance sold.
- (c) pass commission payments to the Affiliate within the agreed timescales.

**The Affiliate shall:**

- (a) Introduce Customers to HBIS, by way of providing the Customer with HBIS contact details, or by way of a direct link on the Affiliate’s website. The Affiliate may not offer any advice or recommendation in respect of the suitability of the product.
- (b) Each of the parties shall use reasonable endeavours to ensure that all activities involved in the performance of this Agreement are compliant with the prevailing legal and regulatory requirements including but not limited to FSA, DTI Regulations, Data Protection Act requirements and the prevailing codes issued pursuant thereto.

**Remuneration**

For each policy sold, the Affiliate will be entitled to commission as a proportion of the written premium (excluding Insurance Premium Tax, any fees, policy administration charges and instalment interest) as indicated.

The Affiliate will receive a monthly commission statement, accompanied by commission payments over and above £25 in total.

**Commission Rate:**

	<b>New</b>	<b>Renewal</b>
<b>Liability &amp; Professional Indemnity Insurance</b>	<b>£10</b>	<b>£10</b>

- (a) In the event of a cancellation or adjustment of the Product, resulting in a return of all or any proportion of a premium to a Customer, the Affiliate shall refund to HBIS the same proportion of its commission. HBIS may set off any such refunds against commission payments due to the Affiliate. Interest on any such refunds shall accrue on a daily rate from the date repayment was due at a rate of [½] % per month.
- (b) HBIS may set off any sums due to it pursuant to this Agreement against any sums payable to the Affiliate to HBIS whether arising under this Agreement or before it took effect.

**Termination**

Either party may give one month’s written notice to terminate the Agreement

**Confidentiality**

Neither party shall disclose to any third party any Confidential Information disclosed to it by the other, other than to operate with administration insurance plans.

**Expenses**

Each party shall be responsible for its own expenses incurred in performing its obligations and complying with these terms of business.

**Law and Jurisdiction**

This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

**The Affiliate**

Signed:..... Date.....

Position:

**HBIS:**

Signed:..... Date.....