

# ComparePAL

Helping heating engineers.



## **MEMBERSHIP TERMS & CONDITIONS**

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•Warranty: The information contained in this document is subject to change without notice.

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# Introduction:

These Policies and Guidelines set out the rights and responsibilities of the Company (Compare PAL Limited) and its Independent Members ('the Members').

These Policies and Guidelines together with the online Member Registration & Sign up, and any other documents referred to therein (together 'the Agreement') as amended from time to time constitute the entire understanding and agreement between the Company and the Member(s).

A new Member can only be created in the name of a single individual.

The Company reserves the right to reject any Member Application Form at its sole discretion.

# Glossary of Terms:

Accredited Tradesperson	A person who is involved in a Heating or Electrical business.
Aftercare	The generic terms that refers to the offering of Products relating to domestic Boilers and Central Heating systems comprising either Cover plans or Pay on use Services (as typically shown on Compare PAL).
Boiler and / or Heating Breakdown	Where a Boiler or CH System breakdown arises in a Domestic property that may or may not be covered or repairable via a Provider who offers Products on Compare PAL.
Compare PAL	<p>The Membership business for UK Installers and Platform that allows its Member to earn Rewards (subject to these Terms and Conditions and other Agreements therein) from registering End customers who subsequently buy a Product from a Provider who is listed on Compare PAL.</p> <p>Compare PAL is owned and administered by Compare PAL Limited, Company Reg 13882302 whose registered office is at 179a High Street, Boston Spa, Wetherby, England, LS23 6AA</p> <p>Compare PAL Limited is an appointed representative of ES Risks Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p> <p>Compare PAL FCA Registration 997583 being an Appointed Representative of ES Risks Limited Company Registration (CRN) 06343872 whose registered office is situated at One, CreechurchPlace, London, United Kingdom, United Kingdom, EC3A 5AF. ES Risks FCA Registration 565023</p>
Cover plans	The terms that refers to Service, Warranties, Maintenance Plans or Insurance Contracts
CPA	Cost per Acquisition –the fee’s Compare PAL charges Providers who gain an End Customer who has bought their Product from Compare PAL.
Electrical Business	Any Business as listed on the NICEIC or equivalent register’s
End Customer	Being a Homeowner or Landlord who accesses Compare PAL and may buy a Product from a Provider.
FCA	The Financial Conduct Authority is a financial regulatory body in the United Kingdom which operates independently of the UK Government and is financed by charging fees to members of the financial services industry.
Heating Business	Any Business as listed on the Gas Safe Register, MCS or Oftec registers.

Highbournegroup Limited	<p>The holding company that owns the leading City Plumbing Supplies, PTS, Underfloor Heating Store, Direct Heating Spares, Plumbnation and other trading brands in the Plumbing and Heating Sector. www.highbournegroup.co.uk</p> <p>HIGHBOURNE GROUP LIMITED CRN 06216887 whose registered office is situated at Highbourne House Eldon Way, Crick Industrial Estate, Crick, Northampton, NN6 7SL.</p>
ICO	<p>Information Commissioners Office situated at Wycliffe House, Water Ln, Wilmslow SK9 5AF</p> <p><a href="https://ico.org.uk/">https://ico.org.uk/</a></p>
Installer	An individual or business owner who works for a Heating or Electrical Business in the UK Domestic market.
Insurance Contracts	Those contracts that cover End Customers for Boiler or Heating breakdowns that underwritten by an Insurer and regulated under the FCA. These insurance contracts may include non regulated service visits
Maintenance Plans	Those Service plans or extended warranties that can be sold to an End Customer that offer differing levels of Cover and Protection that are VAT based and often include Service visits. Maintenance Plans are not regulated business and as such fall outside of FCA regulation.
Manufacturer Warranty	The Manufacturer Warranty associated to a Boiler or Heating Component (that subject to the terms of that Warranty) allows the Warranty holder to call on the original equipment Manufacturer to repair or replace that Boiler or Heating Component should it fail during the period of the Manufacturer Warranty.
Member	An accredited Heating business owner who signs up for Compare PAL
Member User	An installer who works for a Heating business owner.
Membership	The term that refers to being a Member of Compare PAL and acceptance of all agreements therein including these Membership Terms and Conditions.
Member Rewards	<p>The Fees that can be paid to Members for</p> <ul style="list-style-type: none"> <li>- Initial Sign up</li> <li>- Refer a friend</li> <li>- Registering – the act of entering End Customer (leads) contact info into Compare PAL where the End Customer buys a Product</li> <li>- Any other scheme or arrangement that Compare PAL may reward a Member for.</li> </ul>
OFT	<p>The Office of Fair Trading (OFT) was responsible for protecting consumer interests throughout the UK. Its responsibilities have been passed to a number of different o</p> <p>England and Wales -Contact Citizens Advice.</p> <p>Scotland -Contact Advice Direct Scotland.</p> <p>Northern Ireland Contact Consumer line.</p>

Pay on Use Service	A type of Product where an End Customer buys an Aftercare product which is one time use only, as displayed on Compare PAL.
Products	Any Cover Plan, pay on use service sold to an End Customer on Compare PAL.
Providers	Those Providers of Cover plans or Pay on Use Services.
Regulated Activity	Assisting in the administration and performance of a contract of insurance is a regulated activity under article 39A of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (RAO).
Rewards	Those Rewards including relevant taxes that become redeemable upon Products being successfully sold to End Customers.
Service visit	Those Annual Service Visits or Landlord Gas Safety checks as described within Products.

# ComparePAL

Helping heating engineers.

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**01.**



## **Members and Membership**



# Membership Criteria

A Compare PAL Member is an Individual (names person) who enters into Compare PAL agreements including these Membership Terms and Conditions

To register and become a Compare PAL Member, the named person must:

- be at least 18 years of age;
- be an existing member (either owner or employee of) of a relevant trade regulatory body as evidenced on the following publicly available websites or by manually submitting evidence of the same.



<https://www.gassaferegister.co.uk/>



<https://www.oftec.co.uk/>



<https://mcs-certified.com/>



<https://niceic.com/>

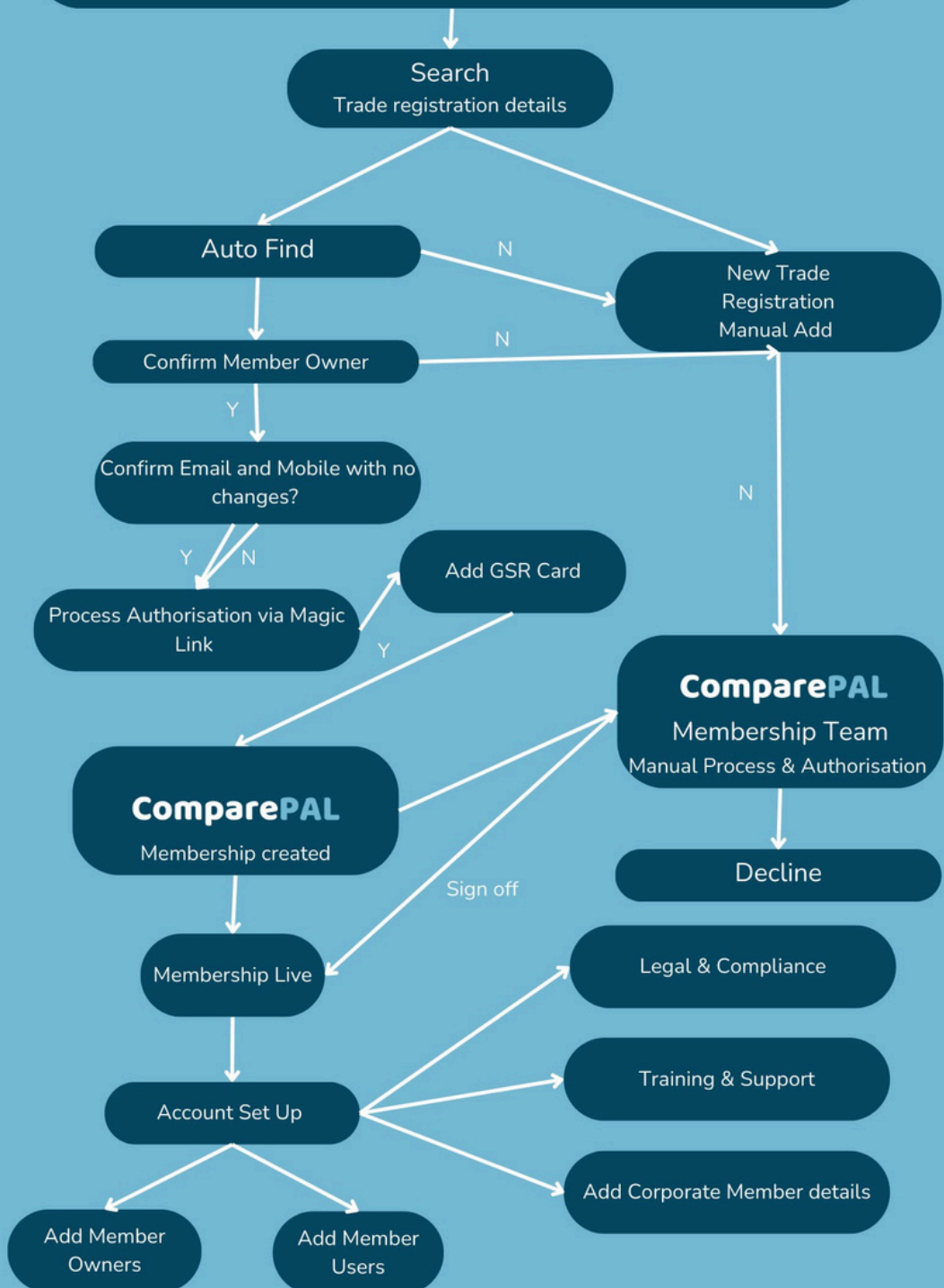
- Self certify that they have
  - Relevant Public Indemnity and Public Liability insurances
  - Maintain their Professional accreditation and training
  - No adverse history including [DBS / Adverse Credit / Criminal Record]
- Accept the terms and conditions of the online Member Sign up and Registration ('the Application and Registration Form');
- Carefully read and understand these Membership Terms and Conditions and all other documents constituting the 'Agreements' therein
- Confirm their Address or confirm they reside permanently at a UK address or have a UK address which is used by them as their permanent place of business, a UK landline or mobile contact telephone number and a UK bank or building society account. PO Box addresses are not acceptable;
- Have the legal right to work in the UK
- Complete online training and/or other such courses as may be required by the Company from time to time.
- Complete account information correctly

# Registration Process

01.



Owners of Heating and Electrical businesses or their Administrators who are identifiable and key point of contact with the relevant trade regulatory bodies.



# Membership Roles and Hierarchy

Members (also commonly referred to as Member Owners) can add in follow Members Users (typically their staff or subcontractors) and other Member Owners (typically fellow Shareholders, Directors, administrators)

Member owners have can do everything a Member User can do but in addition – Redeem Rewards, Add/delete Users, edit Member information and review performance of Member Users.

## Example Member 1

Compare PAL Member: Blakey Heating  
Compare PAL Membership Number: 201  
Gas Safe Registration: 4123456

Blakey Heat Limited  
Corporate Member 1  
Company CRN  
0415625

Tom Blakey  
Member Owner  
1

Clare  
Blakey  
Member Owner  
2

  
Corporate Member  
being one of a Limited  
Company, LLP,  
Partnership, Charity or  
Charity

Nigel  
Blakey  
Member User 1

Luke  
Boston  
Member User 2

**02.**



**Corporate Membership**

# Corporate Members

A Member may also be a Director, Officer or Shareholder of a Limited Company, Partnership, LLP or LLP (a Heating or Electrical business) and want to include the Corporate to their Membership – adding a Corporate Member.

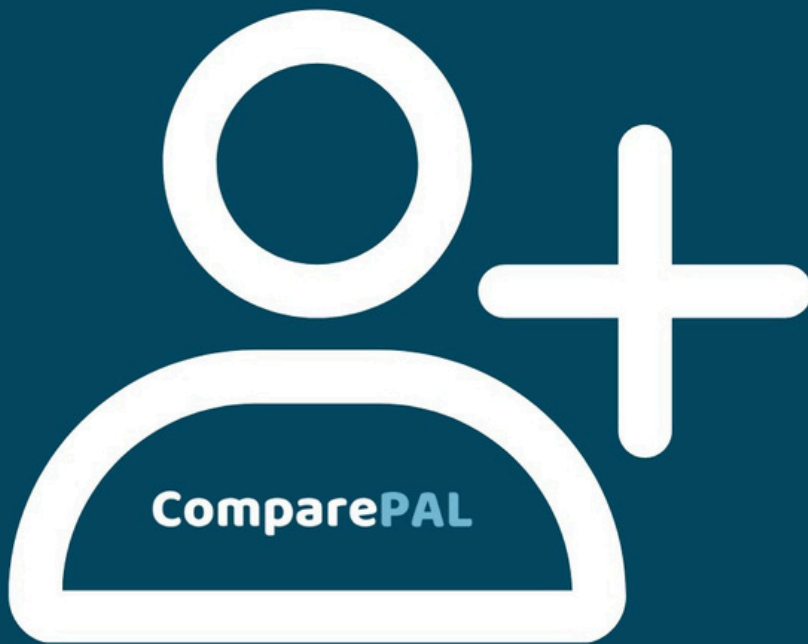
You must include details of the Corporate member (Company Registration, Registered Address and VAT Details) and confirm that you have the authority to bind the Corporate Member to these Membership Terms and Conditions.

In the event it transpires that such authority was lacking, the Corporate shall be entitled to terminate the Agreement forthwith and without compensation. Compare PAL shall have no liability in this regard.

Compare PAL shall have no responsibility or liability in respect of any costs or losses howsoever arising resulting from such circumstances.

1. The Corporate Member named on the Application Form is responsible for any breach of the Agreement by their employees, agents, or anyone else acting with their apparent authority (irrespective of whether such authority had actually been given).
2. The Corporate Member must designate one director or officer or the original Member (either by name or by position; eg. The Finance Director) as being the points of contact for all dealings between the Corporate Member and the Company ('the Designated Individual').
3. The designated person must have access to the internet and must supply an email address. Any communication from the Company addressed to the designated individual shall be deemed to have been received by the Corporate Member, and any instruction or request to the Company from the designated individual regarding any aspect of the operation of the Corporate Member position shall be deemed to have been given with the full authority of the Corporate Member. The Corporate Member shall indemnify the Company against any claims or losses incurred arising directly from any instructions or requests given by the designated individual..
4. In the event of any change in the ownership, management, control or business activities of a Corporate Member ('A Change Event'), Compare PAL reserves the right to terminate that Member position if it has grounds for believing, at its sole discretion, that A Change Event may be detrimental to the interests of the Company.

**03.**



**Members and Member  
Engineers**

# Compare PAL Member Users

1. A Compare PAL Member User could be associated to a Member or Corporate Member or both. A Compare PAL Member User is associated to a Member and may also work or provide services to a Corporate Member.
2. A husband, wife, colleague, subcontractor or friend of a Member (provided that individual has not been a disqualified Member) can be named as a Member User.
3. Compare PAL reserves the right to refuse to add any Member User to any Member, or to remove any Member User from a Member, at their sole discretion.
4. With the authority of the named Member, a Member User can gather customers and/or recruit new Member Users on behalf of that Member.
5. A Member User must confirm their understanding of the Membership Terms and Conditions and the Application and Registration Form and any other agreement and training course as each new Member is required to attend before discussing Compare PAL services with either existing or potential customers, or potential new Member Users. The named Member is responsible for ensuring that such training has been completed by their Member Users.
6. The Member is responsible for any actions carried out in the name of the Member by any Member User they have added to their Membership, and for any breach of the Agreement by the Member acting with their apparent authority (irrespective of whether such authority had actually been given).
7. There is no financial relationship between Compare PAL and a Member, Member User or corporate Member – with all Reward payments will be made to the named Member or the Corporate Member.
8. Compare PAL will only take instructions relating to the Membership from the Member, although they will answer questions from a named Member User.
9. A Member User should typically only be associated with a single Member but may provide subcontractor services to multiple Members.
10. The financial arrangements between a Member and a Member User are a matter for them to agree between themselves, and the Company will not under any circumstances get involved in any financial disputes between a Member and a Member User.



**04.**



## **Conflicts of Interest**



# Conflicts of Interest

04.

01.

Whilst holding a position as a Member or Corporate Member, you are not permitted to have a financial interest in, or be involved in any way with, another business which uses network marketing, and which supplies goods and/or services which we consider may compete directly or indirectly with the products and/or services available from us.

With this exception, we do not restrict Member or Corporate Member from being concurrently or subsequently engaged in any other direct selling or trading scheme as long as engagement or association does not breach any other section of the agreement.

02.

A Member or Corporate Member is not permitted during the term of the Agreement and any renewal thereof, or for a period of ninety days from the date of termination of the Agreement, or leaving the Compare PAL Membership, to take any action or make or encourage any statement, the purpose or effect of which would be to interfere with the contractual relationships between the Company and its Members or Customers, and without prejudice to the generality of the foregoing, shall not directly or indirectly contact, solicit, entice, sponsor or accept any Members into opportunities in marketing programmes of any company other than Compare PAL or seek to persuade any other Member to cease being a Member of Compare PAL or to reduce the efforts they are making to promote our services.

**05.**



**Members & Multiple or  
Associated Memberships**

# Members & Multiple or Associated Memberships

01.

A Member may own, operate or have a financial interest in more than one Compare PAL Membership at any time.

02.

A Member that is a partner, director, officer or shareholder in a Corporate Member may also hold an Individual Member position or be a partner, director, officer or shareholder in any other Corporate Member.

## Example Member 1

Compare PAL Member: Blakey Heating  
Compare PAL Membership Number: 201  
Gas Safe Registration: 4123456

Blakey Heat Limited  
Corporate Member 1  
Company CRN  
0415625

Tom Blakey  
Member Owner  
1

Clare  
Blakey  
Member Owner  
2

Nigel  
Blakey  
Member User 1

Luke  
Boston  
Member User 2

Corporate Member  
being one of a Limited  
Company, LLP,  
Partnership, Charity or  
Charity

## Example Member 2

Compare PAL Member: Clifford Heating  
Compare PAL Membership Number: 9121  
Gas Safe Registration: 4178956

Tom Blakey  
Member Owner  
2

Marcus  
Smith  
Member Owner  
1

Luke  
Boston  
Member User 2

Tom Blakey has a joint business  
(no Corporate Member involved)  
with Marcus

Luke Boston becomes a different  
Member User of Blakey Heating  
and Clifford Heating

**05.**

# Members & Multiple or Associated Memberships

**03.**

A Partner who inherits a financial interest in another Corporate Member may retain a financial interest in both positions

**04.**

A Member must not seek to enhance or develop their structure by creating 'Phantom Members' where most of the activity within that new position is not being carried out by the person in whose name the new Member has been created. In particular, a Member applicant may only sign a Member Application and Registration Form on behalf of another Member other than in they confirm the Member Owner has authorised such an application and not provided false or misleading information in relation to any Application. Compare PAL will notify each Member Owner in such circumstances of such an application.

**05.**

Online Member Application Forms may only be completed and submitted by the Member Owner unless otherwise authorised.

**06.**

Member Users under one Membership may become a Member owner within Compare PAL under a differing Membership

**07.**

Member Users may exist under multiple Memberships with differing Member owners

# 05.

## Example Member 1

Compare PAL Member: Blakey Heating  
Compare PAL Membership Number: 201  
Gas Safe Registration: 4123456

Blakey Heat Limited  
Corporate Member 1  
Company CRN  
0415625

Tom Blakey  
Member Owner  
1

Clare  
Blakey  
Member Owner  
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Corporate Member  
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Luke  
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Member User 2

## Example Member 2

Compare PAL Member: Clifford Heating  
Compare PAL Membership Number: 9121  
Gas Safe Registration: 4178956

Tom Blakey  
Member Owner  
2

Marcus  
Smith  
Member Owner  
1

Tom Blakey has a joint business  
(no Corporate Member involved)  
with Marcus

## Example Member 3

Compare PAL Member: Boston Heating  
Compare PAL Membership Number: 9191  
Gas Safe Registration: 4178866

Luke  
Boston  
Member User 1

Luke Boston creates his own  
business (No Corporate Member)  
whilst also working for Blakey  
Heating.

**06.**



## **Status of a Member or Corporate Member**

# Status of a Member or Corporate Member

## Legal status

Members or Corporate Members are independent accredited trade persons or businesses and are responsible for all aspects of their own business activities including VAT and taxation.

Members or Corporate Members are not agents, employees or legal representatives of Compare PAL.

Members or Corporate Members can describe themselves as being an accredited Member of the Company and must not under any circumstances claim or imply that they are an agent employee or legal representative of Compare PAL or any of its trading names.

If you are an employer, then your staff are your employees and cannot for any purpose be considered employees or agents of Compare PAL or any of its trading names.

Members or Corporate Members have no authority to legally bind the Company or its officers, directors or employees to any obligation, or to make representations or warranties on behalf of the Company or its suppliers. The Company accepts responsibility for the accuracy of its current sales and marketing literature and the contents of the Company website.

## Contractual Obligations

As independent, Members or Corporate Members are responsible for their own activities and are able to decide the amount of time and effort they wish to invest in developing their Compare PAL business. Similarly, they are responsible for any costs or expenses resulting from their business activities.

A Member is not permitted to involve the Company directly or indirectly in any third-party contractual relationships relating to their business. For example, a Member may not sign any contract, rent or lease office space or equipment, open any bank account, secure credit, cash any negotiable instrument, make purchases or enter into agreements of any kind in the name of or on behalf of the Company; or in a name which is substantially similar to the Company name and/or trading names used by the Company.

The Company is not liable for any claims, damages or liabilities arising out of a Member's business activities.

A Member may not pledge or create any lien or charge over their Member position by way of security for a loan or otherwise.

## Reporting of taxes

Each Member or Corporate Members is solely responsible for the payment of all Income Taxes, National Insurance Contributions, Value Added Tax and all other forms of taxation which may apply from time to time in relation to his/her business as a Member, and shall keep such records as are necessary to ensure the proper assessment and payment of tax. The Member shall advise the Company whether they are registered for VAT and give the Company details of their VAT registration number upon request and notify the Company promptly of any changes thereto.



**07.**



**Members or Corporate  
Members rights and  
obligations**



# Rights and Obligations

07.

A Member or Corporate Member will operate in a lawful, ethical and moral manner and will use his/her best efforts to promote the sale and use of the services and/or products offered by Compare PAL in accordance with any guidelines issued by the Company from time to time and any applicable Codes of conduct.

## Behaviour

A Member or Corporate Member may not subcontract any of their rights or responsibilities under this Agreement to any third party without approval in writing from a Director of the Company. An Individual Member is not permitted to employ or authorise any other person to promote or market the services on their behalf, other than a Member User who has been added to their position in accordance with the Terms and Conditions.

Members are required to complete training courses both on becoming a Member and subsequently (as notified to the Member by the Company from time to time), in order for the Company to ensure all Members have the appropriate level of skill and knowledge to perform their roles to an acceptable standard. In the event a Member has not attended or completed a required training course within a reasonable period, the Company shall be entitled to refuse to accept any new Customer applications from that Member until such time as they have satisfactorily completed any such required training. For the avoidance of doubt, this paragraph applies equally to persons promoting or marketing our services on behalf of a Corporate Member or their Member Users.

A Member is to conduct himself/herself in a professional and business-like manner at all times, and he/she shall avoid all discourteous, deceptive, misleading or unethical practices, including, but not limited to, any disparaging or derogatory statements about the Company, its staff, suppliers, competitors or any Member. Members are encouraged to keep accurate records.

It is absolutely prohibited for a Member, Corporate or Member User to submit (or allow to be submitted) customer contact details where the customer is not being allocated to the position of the Member who was primarily responsible for gathering that customer. It is the responsibility of each Member to ensure they are aware of and abide by all laws and regulations governing the sale or solicitation of the products or services marketed by Compare PAL in any country where the Member operates his/her Compare PAL business.

It is the responsibility of each Member to ensure they are aware of and abide by all laws and regulations governing the sale or solicitation of the products or services marketed by Compare PAL in any country where the Member operates his/her Compare PAL business. Company credit checking facilities may only be used for potential End Customers at the point of sale via Compare PAL.

Members are not permitted to use the Company credit checking system for any other purpose.

# Rights and Obligations

07.

A Member must not engage in any activities that we consider are detrimental to the good name and reputation of the Company, its Members, products or services (including for example the Member being named in a legal action in connection with their activities as a Member).

All Members must abide by the Privacy and Electronic Communications (EC Directive) Regulations 2003 (the 'e-marketing rules') and the General Data Protection Regulation ('Data Protection Legislation').

Members are required to abide by Compare PAL 'Anti-spam Policy' (available on the Partner Portal) and the three 'golden rules' of electronic marketing.

The 'golden rules' apply to any form of electronic messaging (eg. email, SMS, WhatsApp or direct messaging over social media):

1. Only send electronic messages to End customers contacts if they have agreed to receive the messages or you know that they are expecting to receive them (do not send electronic messages 'out of the blue').
2. Make it clear in all electronic messages that they are promotional messages from Compare PAL; and
3. Tell the recipient that they can opt out from receiving your messages (and remove them from your list if they do opt out, so that you do not accidentally contact them again).

The golden rules do not apply to the following marketing methods: telephone calls, leaflet drops, face to face conversations, or posts which you put on your own social media timelines.

We take our legal responsibilities under the Bribery Act 2010 very seriously, and it is our policy to conduct all our business in an ethical and honest manner and we expect the same from all of our Members.

The Company has arranged Public Liability Insurance to cover all Members when promoting the Company, whether that is in a public place or on private property. Standard cover is for up to £5million, and the cost is covered by the Partner starter fee and monthly renewal fees. Full details are provided on the Partner Portal (see 'Your Account').

## Unlawful sales and marketing

If you are planning on carrying out any 'cold call' sales and marketing activities please read this section very carefully and refer to the Advertising and Promotion chapter.

It is absolutely prohibited to conduct any unlawful sales or marketing. If you are planning on any unsolicited sales and marketing you must ensure you do not:

Make an unsolicited approach to residents at their home in a No Cold Calling Zone, or where bylaws restrict the sale of goods or services on the doorstep unless the visit has been prearranged by mutual agreement.

# Rights and Obligations

07.

If the area is not in a No Cold Calling Zone, and you have delivered a Compare PAL approved Leaflet, you may follow up in person with the resident by knocking on the door to arrange an appointment, provided you have waited at least 24 hours.

Make unsolicited calls or send faxes to individual or corporate landlines or mobiles where the numbers have been registered on the Telephone Preference Service (TPS) or the Corporate Telephone Preference Service (CTPS). See [www.tpsonline.org.uk](http://www.tpsonline.org.uk) and [www.fpsonline.org.uk](http://www.fpsonline.org.uk)

Send unsolicited marketing materials using the postal services, where the recipient has registered with the Mail Preference Service (MPS). See [www.mpsonline.org.uk](http://www.mpsonline.org.uk)

Send unsolicited electronic sales and marketing to individuals, unless the recipient has clearly indicated that they want to receive marketing communications about Compare PAL services (ie. verbally asked to receive a marketing communication) or otherwise given their consent.

For more information, please refer the above 'golden rules' and our anti-spam policy. See full details on the website of the Information Commissioner's Office, [www.ico.org.uk](http://www.ico.org.uk) and our anti-spam policy on the Compare PAL Website.

If you fail to abide by the relevant legislation in your marketing activity, this will constitute an offence and we will view such unlawful activity as a material breach of this Agreement.

## **Territorial rights**

Becoming a Member of Compare PAL is not a franchise, and there are no territorial restrictions imposed on Members by the Company with regard to sales, promotion and sponsoring efforts; each Member has the right to conduct their business anywhere in the UK where our services are available.

## **Members as End Customers**

Members aren't required to become End Customers of Compare PAL but may do so on their principal private residence.

## **Member fees**

No monthly Member fees will be charged.

Should Member Fee be charged in the future you will be notified by the Company.

## **Unauthorised contact**

A Member must not directly contact any Compare PAL Provider about any matter relating directly or indirectly to that supplier's business with us, without receiving prior written authorisation from the Compare PAL Team.

# Rights and Obligations

07.

A Member must not directly contact a statutory authority (eg. HMRC, FCA or the OFT) purporting to be acting on behalf of the Company, or in connection with any Compare PAL business, without receiving prior written authorisation from the Compare PAL Team.

## **Additional costs**

Certain materials and services are currently provided free of charge at the discretion of the Company (eg. sales literature, genealogies, the Member Portal and your Compare PAL websites) and/or included within the Starter Pack (the contents of which may be amended from time to time) supplied to new Members.

We reserve the right to charge for these in future, and for any additional marketing materials, marketing services, genealogies or training requested by or provided to the Member.

## **Members recruiting other Members**

Members can support Compare PAL help recruit new Members from such programmes as Refer a Friend.

Members must communicate using whichever of the following they consider appropriate: personal contact, telephone communication, voicemail, email, written communication. **Disputes relating to new Member recruitment under Refer a Friend**

The recruiting Member of a new Member is the person whose Member name appears digitally recorded on the new Member Application and Registration Form received and processed by Compare PAL .

## **Inheriting a Member or Corporate Member position**

Subject to the provisions of this section, any Member position can be bequeathed on death. The legal heir shall be entitled to take full beneficial ownership of a Member (or share therein) subject to:

Their acceptance of all the terms of the Agreement covering the Member position, as if they were an original party thereto;

Compliance by them with all the initial and ongoing requirements associated with being a Member

The Company not being aware of any grounds for believing they may not be a suitable or appropriate person to be a Member.

On the death of a Partner, the Company will suspend the Member position pending receipt of a certified copy of the grant of probate.

# Rights and Obligations

07.

Payment of Rewards will not recommence until the legal beneficiary of their Membership has accepted the transfer to them of all the rights and responsibilities of the Member in writing, and accepted the terms and conditions of the Agreement.

The Sale or transfer of a Partner position (other than on death) is subject to the prior approval in writing of the Company; such consent will only be given in exceptional circumstances and is at the sole discretion of the company. The rare circumstances where we would consider granting such consent include the transfer of a position to a spouse following the permanent incapacity of the Partner; the sale of a position to the Company to provide funds for urgent life-threatening medical care for a Partner or a member of their immediate family; and similar types of situation.

Transfer to a legal beneficiary is subject to the following conditions:

The transferee not having a financial interest in more than one Partner position. Where the transferee is an existing Member, then they must choose which of the positions they intend to manage actively in future, and which they would like to be frozen (once a position is 'frozen', neither new customers nor new frontline Member Application Forms will be processed by the Company); pending such decision, the position that has been inherited (and any commission generated by that position) will be suspended. After they have notified us of their choice, all commission generated by both positions will continue to be paid at the applicable rate(s).

If a Distributor position is transferred to a legal beneficiary during a period when the Status of that Distributor position is subject to any form of protection or guarantee under the Compensation Plan, then that Distributor position shall immediately revert to its true underlying Status and that protection or guarantee (as applicable) shall cease to apply. **Soliciting Members or Member Users from the team of other Compare PAL Members (cross-recruiting)**

You are not allowed to deliberately solicit into your own team any Members or Member Users.

You are also not allowed to promote any other network marketing (or similar) business opportunity to Members or Member Users you have not personally sponsored.

## **Poaching End customers**

Once an End customer has purchased a Product via Compare PAL, that End Customer will always remain allocated to that Member.

So if you come across someone whilst customer gathering who is already a Compare PAL customer with another Member, and persuade them to become an End Customer of yours, this should be ignored by our data processing team and the new services will be allocated to the original customer account.

# Rights and Obligations

07.

in the name of a business) then each customer account at that address will be allocated to the original Member.

The only exception is in respect of former customers who have not had any live services for at least three months, in which case the new customer account will be allocated to the new Member.

## Interference with contractual relationships

During the term of this Agreement or any renewal thereof, or for a period of 5 years after the termination of this Agreement for any reason or the receipt of a valid joint declaration notifying the company that a Member is resigning from the position, the Member is not permitted to take or encourage any action or make any statement the purpose or effect of which would be to interfere with our contractual relationship with any other Member.

## Change of contact details

A Member must notify the Company promptly of any change to their postal address, email or telephone number(s) by notifying the Member Services Department in writing or via the Compare PAL Account and Website.

If we are unable to contact a Member, restrictions on customer gathering, activity and/or access to the Member account may be applied until the Member contacts us.

## Member principles

Rewards are payable in respect of End Customers you gather who subsequently pay a Product purchased via Compare PAL, and on the customer gathering activity of Member Users in your team.

The primary emphasis of a Member should therefore be on gathering customers combined with building a team of other likeminded active Member Users.

A Member may not sell goods, services, events or training to other Members without the written permission of the Compare PAL Team.

## Purchase, sale acquisition, transfer &/or placing of customers and/or Members

It is not permitted to purchase, sell, acquire or transfer completed customer or Member application forms under any circumstances, or to submit a customer application form to the Company for the benefit of another Member.

It is not permitted for a Member to submit (or allow to be submitted) a customer application form where the customer is not being allocated to the position of the Member who was primarily responsible for gathering that customer.

# Rights and Obligations

07.

## Endorsement of special interest groups, organisations

Members shall seek written approval from the Company before endorsing, supporting or participating in any group, cause or organisation in connection with their Compare PAL business.

Members are not permitted to represent that we endorse or support any special interest group or cause, except any nominated company Charity Member.

## Member associations

The Company does not endorse any informal alliance or grouping of Members for any purpose.

Whilst we recognise that some Members organise events for their teams, attendance at such events is entirely voluntary.

## Cancelled or Lapsed Memberships

If a Member cancels their position for any reason or allows it to lapse, that position will thenceforth be displayed and indicate it is a 'Cancelled Membership' and will therefore have no immediate impact on the structure, personal or group customer numbers of the upline.

Any personal customers in the cancelled position will continue to be included as group customers in exactly the same way as if the Member position was still live.

The position will remain in the Genie as long as it has live customers.

Where a Member wishes to rejoin within 12 months of cancelling they must do so as a new Member

## Secured data handling / data subjects' rights

Members must handle all customer personal data securely, confidentially and in accordance with applicable Data Protection legislation. In particular, Members must:

Ensure that they have secure passwords on any devices they use to collect customer personal data or sign up customers.

Not use the same password across multiple devices and accounts, do not share your passwords and regularly change your passwords.

Only record personal data that you need; maintaining records that are not needed is contrary to the law and exposes you to legal risk.

We urge you not to maintain hard copy notes and either record information on a secure electronic device or transfer data from notes to a secure electronic device.

# Rights and Obligations

If you must take hard copy notes, dispose of them securely as soon as possible by shredding them or using a confidential waste facility. Do not simply dispose of notes containing personal data in a general rubbish bin.

Members must report any loss, theft or accidental transmission of customer personal data to the Company immediately (even over weekends or outside normal working hours) at [Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)

This is a strict legal requirement. Not transmit customer data to any third other than Compare

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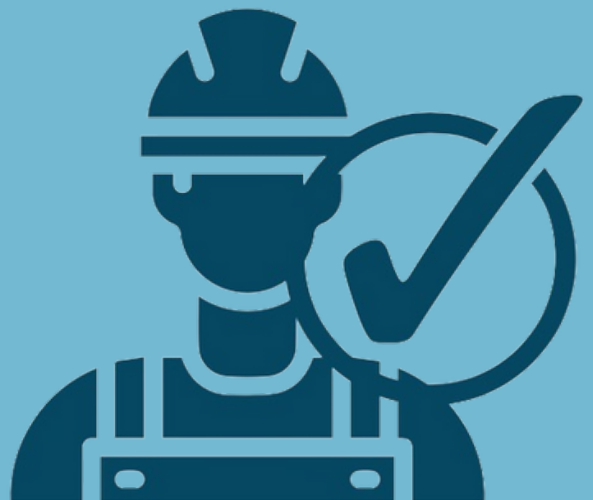
PAL.

## Rights of data subjects

If a customer requests that you provide access to them of their data which you hold on Compare PAL holds (known as a Subject Access Request) or they request that you or Compare PAL erase their data, please inform us immediately by emailing

[Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)

If Compare PAL receives a request from a customer to delete their data, and that customer joined Compare PAL through a Member, it may (where required by law) pass the request on to the Member in question and that Member is obliged by law to erase the customer's data from all their own records.





**08.**



**Data**

# Data

08.

## Data Protection Legislation

Compare PAL is registered with the ICO under reference ZB559602 and complies with all Data Protection Legislation, and enforces the data handling obligations and provisions for Members, Providers and Compare PAL itself.

A Member is also Data Controller - Members self-certify that they are correctly registered with the ICO as part of their wider Business.

At the point of the End Customer information is submitted and received within Compare PAL, both the Member and Compare PAL become Joint Data Controllers of such data. Depending what End Customer information is submitted may constitute personal data.

At the point an End Customer receives the link they can opt out and unsubscribe from the Compare PAL Service and future communications.

End Customers may seek to access a Providers Website to further consider Products on offer.

At the point, the End Customers passes into the Providers Website, the Provider also becomes a Data Controller and as such may share such information with their accredited providers/suppliers.

## Secured data handling

Members must handle all customer personal data securely, confidentially and in accordance with applicable Data Protection legislation. In particular, Members must:

Ensure that they have secure passwords on any devices they use to collect customer personal data or sign up customers.

Not use the same password across multiple devices and accounts, do not share your passwords and regularly change your passwords.

Only record personal data that you need; maintaining records that are not needed is contrary to the law and exposes you to legal risk.

We urge you not to maintain hard copy notes and either record information on a secure electronic device or transfer data from notes to a secure electronic device.

If you must take hard copy notes, dispose of them securely as soon as possible by shredding them or using a confidential waste facility. Do not simply dispose of notes containing personal data in a general rubbish bin.

Members must report any loss, theft or accidental transmission of customer personal data to the Compare PAL immediately (even over weekends or outside normal working hours) at [Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)

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# Data

This is a strict legal requirement.

Members must not also transmit customer data to any third party other than Compare PAL.

## Rights of data subjects

If an End Customer requests that you provide access for them of their data which you hold or Compare PAL holds (known as a Subject Access Request) or they request that you or Compare PAL erase their data, please inform us immediately by emailing [Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)

If Compare PAL receives a request from a customer to delete their data, and that customer joined Compare PAL through a Member, it may (where required by law) pass the request onto the Member in question and that Member is obliged by law to erase the customer's data from all their own records.



**09.**



**End customer  
registrations**

# End customer registration

09.

Members may only enter Customer contact details from a face-to-face or over the phone conversation into the Compare PAL website, where Customers may purchase online.

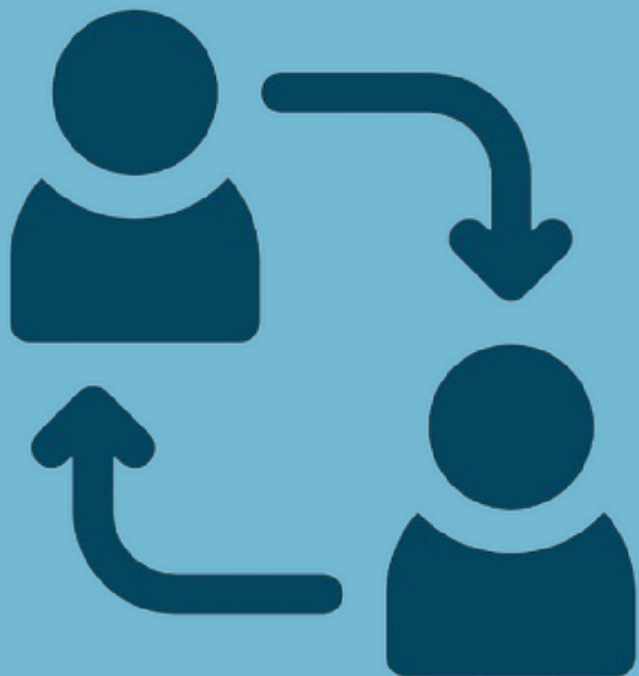
End Customer registrations must comply with Section 12 Marketing and Promotion and in particular the guidance set out with regard to the Regulatory Framework.

All customer applications must comply with all guidelines, rules and credit checking procedures notified to the Member.

Members must not submit an application for a customer on behalf of another Member

If we become aware that a Member is regularly entering false information regarding the classification of their new End customers, then the Company reserves the right to withdraw their Membership.

If an End customer moves properties, and chooses to continue being supplied by the Provider and the Product they purchased via Compare PAL, that customer remains attributed to the account of the Member under which they originally signed.



**10.**



**Presentation of the  
business, products and  
services**

# Presentation of the business, products and services

Each Member has the same opportunity to build a successful Compare PAL Membership.

We provide a range of tools which are designed to assist you in presenting the Compare PAL business with clarity and accuracy – you are not permitted to use any other materials which have not been approved by us.

Members must be careful not to make false or misleading statements about the Company, its suppliers, its competitors and/or the income opportunity.

When presenting the Company to potential new customers, the only illustrative materials you are allowed to use are those published by the Company from time to time

We do not guarantee any absolute level of income or profits or ultimate success as a Member, which is wholly dependent on the effort, commitment and skill which you invest in building your Membership business, the profile of the customers you gather and the productivity of the Member Users you work with.

Whilst the Company is regulated by the FCA and the OFT, this does not mean that either of these bodies have specifically endorsed the detailed services we provide, as this is simply not something they do in relation to any Company regulated by them.

You must therefore not claim that we are endorsed by them in any way.

All Compare PAL customers will be charged by Providers at the published rates when they purchase.

Compare PAL may or may not act as principal or agent in the provision of such services and on such terms as it may decide at its sole discretion.

Members must not make any false or misleading statements concerning these relationships.

Use of our Compare PAL Website shall be deemed to constitute acceptance by the Member of these terms and conditions as published on our website and amended by us from time to time.

**11.**



## **ComparePAL Member Rewards**



# ComparePAL Member Rewards

## Overview

Compare PAL Member Rewards are payable should a successful End Customer registration by a Member lead to a Product Sale for a Provider who appeared on Compare PAL. The registration for each Member is tracked when the End Customer receives a Compare PAL Link

(SMS, Email or Whatsapp or any other electronic means as contained within Compare PAL) from the Compare PAL and directly relates to the individual Member account.

Rewards can only be linked to one Member account for a given End Customer (unless an End Customer legitimately buys multiple Products via one or multiple Members i.e a professional Landlord)

Upon receipt of the Link, the End customer must click through to purchase the Product and that click through be digitally recorded against the Member.

Compare PAL will send multiple links to End Customers as part of its agreed customer communications programme and each of these links will always relate to that original Member.

If however an End Customer buys a Product from a Provider but not from the link they initially received (organic Product sale) the Member will receive no Rewards. Compare PAL will however periodically review and reconcile with Providers which End Customers bought a Product, and if it becomes clear and obvious and beyond any reasonable doubt that the End Customer was linked to the Member (and not acquired from any other means), Compare PAL will seek to charge Providers a CPA and pay the Member their Rewards accordingly retrospectively.

There can be no certainty that Providers will pay across the CPA and thus Compare PAL and the Members will have no revenue for these 'lost' Member End Customer referrals. **Compare PAL Rewards & Provider's Products.**

Member Rewards become pending from the point the End Customer lead is correctly submitted and the End Customer buys a Product from a Provider.

This is immediately allocated to the Member Account.

The Member 'Pending Rewards' become 'Redeemable Rewards' by reference to the Product which has been successfully sold by a Provider via the Compare PAL Platform (via the associated link) surpasses the Defined Period.

The Rewards and Defined Periods connected to each Product sale can vary by Provider.

It is at Compare PAL's discretion as to what level Rewards are set at and may change at Compare PAL's discretion. Any change to Rewards will apply to any future prospective Registrations.

# ComparePAL Member Rewards

Defined periods may vary by Product and Provider and be subject to change, entirely at Provider's and Compare PAL's discretion.

Defined periods are typically;

- A minimum of between 14 or 28 days
- Payable Monthly in circumstances where the End Customer pays the Provider over the period to which the Product relates, referred to as 'In force'.
- No until the full period to which the Product relates has passed.

Rewards only become redeemable when the sold Product remains in Force and surpasses the Defined Period.

However, you will always be able to see which Rewards are Pending and also when they will become Redeemable.

It is entirely and solely at the discretion of Compare PAL as to when Rewards are redeemable.

## Rewards Accessibility

Compare PAL Rewards is accessed from your Compare PAL account within the website. Manual applications to redeem Rewards will not be accepted.

Only Members owners (of which there might be multiple) can access Rewards unless a Member-Owner allocates Rewards to a Member User (if this feature is enabled within Compare PAL)

Compare PAL bears no responsibility or liability for whether Member Owners or Member Users are allocated Rewards and within a given Membership who may or is eligible to redeem Rewards.

## Member Tax Certification

As part of having a Compare PAL account, the Member must certify that they accept all tax liabilities in connection with Rewards. Those liabilities include (but are not limited to) Vat, Corporation tax, Income Tax and Employers and Employee's NIC and any other taxes that relate to the payment of Rewards to Compare PAL members.

If you are a VAT registered business please register your details within Compare PAL or if you think you should register and charge for VAT, please refer to the HMRC website <https://www.gov.uk/how-vat-works>

## Self-billing for Member Rewards

# ComparePAL Member Rewards

When a Member redeems a reward, Compare PAL uses this as the tax date as to when the Member made supplies.

Compare PAL will create a self-bill invoice which you can access from your Compare PAL account.

Such a self-bill invoice will include VAT related information if entered into your Compare PAL Member account.

You will be able to access your self-bill invoices for a minimum [7] year period online, to fulfil all self-assessments and tax submissions and obligations under the Companies Act. Compare PAL (may seek to recover VAT incurred from Members self billing activity within the Compare PAL Limited entity (or other Group Companies or Companies under common ownership).

Once a self bill invoice is generated, you will be unable to change its details.

You will be able to change future Self bill Invoicing by changing your details as contained within the Compare PAL member account.



# ComparePAL Member Rewards

## Rewards Types

Compare PAL may change its Rewards types and value thereof at its sole discretion.

Rewards include the following types currently

Rewards Name	Rewards Types	Description	Support
	Physical Goods Voucher	A physical voucher sent to you in the post that allows you to redeem your Reward against a number of High Street Retail businesses	Should you have any query on a Compare PAL voucher redemption, please contact  Email Telephone
	Digital Goods Voucher	A digital voucher sent to you electronically that allows you to redeem your Reward against a number of High Street Retail businesses	Website
	Open Pay – Bank Transfer	An electronic link sent to you which enables you to transfer your Reward to an approved UK bank of PaypointPayment Services Limited who form part of UK Faster payments	Should you have any query on a Compare PAL Cash related redemption, please contact  Email Telephone Website
	Cash Out (Cash code)	An electronic link sent to you which enables you to take such electronic communication	
	Other		

# ComparePAL Member Rewards

Rewards types may be subject to

- A transaction fee on all or certain Rewards types
- A min or max value per individual Reward redemption
- A min or max number of Redemptions per day or a defined period.
- Specific terms and conditions
- Differing timelines to receive

## Withholding of Rewards

Rewards will not be able to be redeemed if you're Membership is suspended or cancelled. Please refer to Section 13 – Member Suspension or Cancellation.

## Rewards Redemption & Fulfilment

If Rewards fail to be processed or paid when you have accessed the Compare PAL Rewards Websites as provider by our Rewards Provider, you must contact the relevant Company and team depending what you are trying to redeem.

You can contact Compare PAL Membership on [Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)

## Compare PAL Rewards & Provider

Compare PAL Rewards ecommerce store which is operated by Paypoint Group PLC under the Compare PAL brand.

Compare PAL rewards is actually administered by two third party companies who form part of the same group namely Paypoint Group PLC.

Paypoint Payment Services Limited and Park Retail Limited are Companies owned and controlled by Paypoint Group PLC who have a Company registration number of 03581541 and are situated at 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL ('Paypoint Group').

Paypoint are a large listed PLC who trade on the main market of the FTSE.

## Voucher redemptions – Digital or Physical

Vouchers are redeemable via Park Retail Limited who have a Company registration number of 00402152 and are situated at Valley Road, Birkenhead, Merseyside, CH41 7ED ('Appreciate or Appreciate Group')

Park Retail Limited provide payment services and as such are regulated under the FCA under Reference Number 900116.

Park Retail Limited trader under the Appreciate Brand and also own the well known Love 2 Shop Voucher brand. Sometimes referred to as 'L2S'.

# ComparePAL Rewards

11  
Member

## Cash Redemptions – Open Pay or Cash out

For Rewards which are converted to Cash, referred to as 'Open Pay' and 'Cash out', Park Retail Limited act as the Authorised Service Partner but process such payments via Paypoint Payment Services Limited A company registered in England with registration number 8633289. Registered Office - 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire AL7 1EL ("PPSL").

PPSL provide open banking payment services and as such are regulated under the FCA under Reference Number 608277

## Data & Privacy

When you redeem, Membership Data will be securely passed to Paypoint Group and its subsidiaries to assist with and fulfil Rewards redemption. As such the Paypoint Group Companies who gain access to such data will be Data Controllers holding Member personal data. As part of signing up for Compare PAL, you accept that we will share your information with any accredited partners of Paypoint Group PLC.

## Pay point & Member Rewards/Funds

Member Rewards and the funds associated will be held in Designated trust accounts within the Paypoint Group when redeemable.

Paypoints Designated Accounts are held at an authorised credit institution that is subject to the supervision of the Prudential Regulatory Authority and the Financial Conduct Authority.

The safeguarding method selected by Paypoint Group is segregation.

The Designated Account is not covered by the Financial Services Compensation Scheme.

If Paypoint Group become insolvent, the funds are safeguarded under the Payment Services Regulations 2017. The Regulations cover the legal obligations of authorised payments institutions and are designed to protect funds held in the Designated Account.

Funds held by Paypoint pending execution shall be held in the Designated Account, being a safeguarding account established in accordance with the provisions of the Regulations with one or more credit institutions of Our choice.

## Non fulfilment of Rewards

If levels of Rewards redemption by Member are greater than anticipated, the Paypoint Group may have insufficient to fund redemptions – should this arise Compare PAL will notify you of when Rewards become redeemable or the Redeem

# ComparePAL Member Rewards

If physical or digital Vouchers fail to be physically received via the post or via email, the Vouchers are deemed to have been delivered and received until such times as Paypoint Group have checked for and been satisfied of any discrepancy.

Paypoint Group will determine whether any new voucher should be issued and any old voucher cancelled and advise the Member and Compare PAL. Paypoint may potentially charge fee's incurred in reissuing Vouchers and Compare PAL if the discrepancy relates to the Members actions and reserves the right to deduct those fees incurred from the Member Reward.

Compare PAL and Paypoint reserve the right to not reissue further vouchers if the discrepancies arise on a regular basis or in their reasonable view it could arise again i.e poor courier or postal network provider in the area the Member lives.

## Expiry of Rewards

Rewards earned in Compare PAL have a [2] year expiry date from the date they became Redeemable Rewards if they fail to be redeemed.

Compare PAL will electronically communicate with you when the non redeemed Rewards are within [6] months of expiry.

## Expiry of Rewards Links

When a member redeems (assuming the Rewards are still within their Expiry date) the Member will receive a link from Compare PAL Rewards. Compare PAL Rewards is operated by Paypoint Group PLC under the Compare PAL website/brand.

Some Rewards types and the links associated have differing expiry dates. Link expiry dates may change and we will communicate this when you redeem.

If the link expires, your Rewards balance will not be deducted and the link will expire.

## Expiry or loss of Rewards Vouchers (from a Link)

If you successfully click a link and access/claim a voucher, the Voucher is available until such times as it expires.

When the Voucher is created, those Rewards are deducted from your Rewards balance as Compare PAL will have paid for the Reward.

Therefore if the Voucher expires or lost, the Rewards will be lost and no replacement Rewards will be available.

# ComparePAL Member Rewards

## Rewards Statements

Members can access a statement showing the Rewards they have accrued and redeemed.

Rewards statements are generated electronically and available from their Member Account.

## Rewards Queries

Rewards queries will only be considered by Paypoint or Compare PAL if they are reported to us in writing within 7 days of the event arising that led to the query. Any queries after 7 working days that relate to any discrepancy or issue will be actioned by Paypoint or Compare PAL at their discretion.

NL need to reflect a FIFO allocation logic as 2 year max logic



**12.**



## **Marketing and Promotion**

# Marketing and Promotion

## Introduction

We actively encourage Members to promote Compare PAL products and services and the business opportunity.

However, in order to protect the reputation and integrity of the Company, and the Member base of Compare PAL, there are a number of rules and guidelines which must be followed.

Failure to comply with these requirements will constitute a material breach of the Agreement.

## FCA & Regulatory Framework

The Financial Services and Markets Act (Regulated Activities) Order 2001 (the RAO) sets out a list of specified activities and specified investments. If a person carries on a specified activity in respect of a specified investment by way of business in the UK, that person will be carrying on a “regulated activity” (s.22 of the Financial Services and Markets Act 2000 (FSMA)).

Section 19 of FSMA states that a person must not carry on a regulated activity in the UK, or purport to do so, unless they are an authorised or exempt person (the General Prohibition). Breach of the General Prohibition is a criminal offence, punishable by fine and/or imprisonment.

The Compare PAL business and processes addresses the FCA regulatory position satisfactorily but Members must make sure they follow the End Customer registration process compliantly.

Compare PAL offers an array of Products from Provider some of which are regulated, others non regulated.

Compare PAL performs any FCA-regulated activity under the terms of the Appointed Representative Agreement it enters into with its Regulated principal partner.

The activities that Compare Pal is appointed in respect of are as follows (the descriptions of the activities align with those in the RAO):

- Dealing in non-investment insurance contracts as agent;
- Arranging (bringing about) deals in non-investment insurance contracts;
- Making arrangements with a view to transactions in non-investment insurance contracts;
- Assisting in the administration and performance of a contract of insurance; and
- Advising on non-investment insurance contracts.

Compare PAL will simply list all available Products and the Provider, as selected by the End Customer, will facilitate the placing of the product (should it be insurance) on their separate Websites

# Marketing and Promotion **12.**

Compare Pal only acts within the scope of activities prescribed in the Appointed Representative Agreement.

## Members Role and the Regulatory Framework

The Member's role is limited to simply inputting End Customer details onto the Compare PAL platform for an End Customer to consider an array of ongoing Product options.

Members fall therefore within a regulatory exclusion, which is contained in article 33B of the RAO. Article 33B excludes from the scope of article 25 activity limited to the provision of information about a potential policyholder to an insurer or an insurance intermediary.

Members role is not to make sales/endorse a specific Product or Provider as detailed within their initial registration and sign up.

Installers must watch a "Do's & Don'ts" video that makes clear the limited role the installers must perform.

Compare PAL takes great effort to ensure that Members are adequately trained and informed of this at the time of their sign up.

Compare PAL also seeks to confirm with End Customers that they were not subject to any sales activity at the point their contact details were entered onto the Compare PAL platform by any Member.

Members have no further involvement in the placing of any insurance policy or non insurance contract, thus are able to benefit from the exclusion in article 33B of the RAO.

Members receive Rewards for effecting successful End Customer registration. The Rewards as such are not relevant for the purposes of the article 33B exclusion. The exclusion does not reference Rewards whereas other exclusions in the RAO, which expressly state that for the exclusion to apply, the person performing the activity must not receive Rewards. **Use of the company or trading names and/or its suppliers' names, logos or trademarks** By becoming a Member, you do not acquire any rights to use the Company name, logo and/or trademarks or those of its supplier(s) save as explicitly set out in the Agreement.

In particular, you may not use any Company trademarks, trade names, slogans, symbols and colour schemes, or those of our suppliers (other than in relation to using official Company marketing materials, sample products and advertising materials provided or sold to you by us), without our prior written approval.

# Marketing and Promotion

Except in so far as specifically permitted below, the use of the Compare PAL name, the name of any of our services or websites, any part thereof or variation of any part thereof (including fabricated words, homophones, plays on words, etc.) in a Member's email address, website domain name or in any other electronic address is prohibited



**13.**



**Suspension or  
termination of a Member**

# Suspension or termination of a Member

A Member may be suspended and/or terminated by the company in the following circumstances:

The Member fails to renew and accept their Membership in accordance with the terms for renewal applicable at the time.

The Member commits a material breach of the Agreement or is clearly performing such actions which constitute fraud.

The Member commits a minor breach of the Agreement (being any breach not constituting a major breach). However, if capable of remedy and provided that in the reasonable opinion of the Company the Member shall not have committed persistent minor breaches of the Agreement, the Member position shall only be terminated if they fail to remedy the breach within ten days from the date on which they were notified of the breach by the Company.

The Member becomes insolvent/bankrupt or makes a voluntary arrangement with their creditors or becomes subject to an administration order.

The Member has a receiver or administrative receiver appointed over any of their property.

If the quality of the customers submitted by the Member is not satisfactory, or the Company has reason to believe that the actions of a Member are likely to result in high levels of bad debt or fraud from the customers being submitted by the Member

A Member who joins with special obligations (e.g. needs to complete their account information or training within a specific period) and who fails to complete the requirements on time. Their position will be terminated.

A Member or Member User handles customer personal data in a way that is not compliant with the applicable Data Protection Legislation, and the data handling provisions in these Policies and Guidelines.

Customer Personal data is any information that identifies (directly or indirectly) or relates to an individual, eg. name, contact details, address, banks details, payment cards, family members, health data, billing or usage data etc.

We are investigating a potential or alleged breach of the Agreement.

# Suspension or termination of a Member

## Fines

Where the Company has the right to suspend or terminate a Member pursuant to the clause above, the Company, at its sole discretion may offer the Member the opportunity to pay a fine (or reduce their Rewards payable) as an alternative to continued suspension and/or termination.

Payment by the Member of any such fine shall be deemed to constitute full settlement in respect of the specific breach being considered at that time, and shall not cover any future breaches whether of the same or any other type, by the Member

## Voluntary termination procedure

This Agreement may be voluntarily terminated by a Member, at any time, for any reason, by cancelling their Membership online.

Termination will become effective upon receipt by us.

The resigning Member may reapply, at any time but subject to the Company allowing the Member to rejoin.

## Involuntary termination procedure

When the Company considers there are valid grounds to suspend or terminate a Member we will immediately notify the Member of our action, and the date on which the suspension or termination is effective.

During any period of suspension, the Member shall not be entitled to receive any Rewards from the Company.

The Member will have ten days from being notified of the suspension or termination in which to respond to the Company in writing, giving the grounds for any appeal against the suspension or termination. The Company may discuss any appeal with the Member and request such further information from the Member as it deems necessary. At the end of the 10-day period, the Company will consider all the information provided by the Member before making a final decision. The Company will act in good faith in making any such decision, which will be promptly notified to the Member in writing. If the Company has offered the Member the opportunity to pay a fine as an alternative to continuing suspension or termination, and this is accepted by the Member, the Company will deduct the amount of the fine from any future Rewards payable to the Member.

# Suspension or termination of a Member

## Effect of suspension or termination

During any period of suspension, or following termination for whatever reason, of a Member, the Member shall not be entitled to receive any commission or other payments from the Company.

In the event that the suspension or termination is rescinded following the investigation and appeal procedure set out, then future payment of Rewards will be reinstated.

Cancellation mechanic needs sorting





**14.**



**Amendments**

# Amendments

Compare PAL shall be entitled to modify these Terms and Conditions, introduce new terms, and make such other changes as it considers necessary from time to time in order to ensure the effective management of the business opportunity and the long-term viability and success of the Company.

Such modifications may have a retrospective effect on Rewards for pre-existing Members.

Any such changes shall become incorporated into the Terms and Conditions immediately upon the Company publishing them on the Compare PAL Website or otherwise bringing them to the attention of the Member.

The Member agrees that his/her remaining as a Member, after notice of any such revisions, shall constitute his/her agreement to such revisions.

A Member who inadvertently finds him/herself in breach as a direct result of any change(s) shall have a grace period of three months in which to remedy that breach, and provided that breach is remedied within the aforesaid grace period the Company will not take any action against the Member in respect thereof.

**15.**



**Waiver**

# Waiver

No failure or delay on the part of the Company in exercising any right under the Agreement shall operate as a waiver thereof.



**16.**



**Severability,  
Notices, Indemnity  
and Jurisdiction**

# Severability, Notices, Indemnity and Jurisdiction

Should any part of the Agreement, including the Terms and Conditions or the Member Registration or Application Form, or of any other documents referred to herein or issued by Compare PAL.

## Notices

Any notice given under the Agreement and these Terms and Conditions may be delivered personally, or sent by post or email to the address(es) of the parties on the Member Registration or Application Form or to such other address as shall have been subsequently notified by either party to the other. In respect of any notice given by the Member to terminate the Agreement the period of notice shall, when given by post, start to run from the day when such notice is received by the Company.

## Indemnity

The Member agrees to indemnify and to hold the Company harmless from any and all losses, claims, damages and expenses, including legal fees arising out of any action or conduct by them which is in breach of these Terms and Conditions.

## Jurisdiction

The Agreement and these Policies and Guidelines shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**17.**



**Appendices**

# Marketing support for Members

17.

The power of a personal recommendation from someone you know and trust is as great today as it ever has been, and delivers real impact. If you think of your marketing as an extension of that you can't go far wrong.

## Key Principles

1. Always ask your upline for help or reach out to Member Services on [memberservices@comparepal.co.uk](mailto:memberservices@comparepal.co.uk)
2. Nothing replaces a good conversation but if you want to use marketing materials, only use those provided by Head Office - don't create your own.
3. Don't use your social media pages to sell.
4. Paid for advertising is a no-go.

## Welcome to Compare PAL Membership

We have a very simple brand for End Customers: Compare PAL.

Brands are stronger when there's a consistent message and look and feel. A brand acts as a promise to End Customers about the products or services we offer – it's an emotional contract between us and End Customers. A brand builds trust. And inconsistent branding undermines that trust – it suggests you're not who you say you are and that your products aren't to be trusted either. That's why we're continually providing new materials for you to use so that you support the Compare PAL Brand in your marketing efforts.

It's important to mention that the services Compare PAL provides are highly regulated, as is the advertising and marketing industry. We are regulated by the Financial Conduct Authority and the Advertising Standards Authority to name a few, who monitor the industry in great detail. That's why we want you to use the materials we provide – because we know they're compliant with all current regulations and legislation.

So you must not create your own Compare PAL marketing materials, that's our job.

## Working with the Compare PAL Marketing Team

As a general rule, everyone who joins or uses Compare PAL, either as a Member or End customer, joins on the back of a conversation.

And we want to make these conversations easy by giving you a set of tools and materials that'll help you showcase the Compare PAL business in its best light.

It's our job to make sure you have everything you need to be successful. We have a range of marketing materials you can print yourself or access from our approved partners like the Highbourne Group Limited.

If you can't find what you're looking for, speak to [Memberservices@comparepal.co.uk](mailto:Memberservices@comparepal.co.uk)



# Marketing Code of Conduct

17.

Ok, so you've joined Compare PAL and you want to get cracking.

This Marketing Code of Conduct is here to help you understand what you can do to develop your Membership.

Watch our helpful hints and tips found within your Account: To protect the brand integrity we cannot provide you with brand logos or other brand files, and you cannot sponsor any events, teams or activities.

**Can I advertise at a public event?** Yes. You may promote Compare PAL at conventions, trade shows, fêtes and similar events at which you will be present, but only using marketing materials we provide. You must present yourself as a Member. Naturally, you must also comply with any regulations imposed by the event organiser.

**Can I promote at a virtual event?** Yes, and you're welcome to use the social media materials Compare PAL puts online.

**Can I use social media to promote Compare PAL?** Yes, but there are clear guidelines to follow

**Can I advertise in print media?** No.

The important bits you need to know

We rely on our reputation, and word-of-mouth, to grow our business and your Membership.

So, as you'd expect, our brand, reputation and public image are of paramount importance.

We also operate in highly-regulated markets, so we need to make sure what we're communicating is truthful and accurate.

As a general rule, anything you do must be suitably representative of our brand. To that end, we need to make sure you know these things:

Only use the materials we provide. This means you're safe in the knowledge that you're using the most up-to-date material.

You must not create your own print advertising, websites or pages outside of Compare PAL web pages that have been created by us for you.

You must not create any domain names, URLs or email addresses to promote your Compare PAL business.

The use of framing (ie. copying the content of the Compare PAL website and making it viewable from another site) is strictly prohibited.

# Marketing Code of Conduct

17.

Do not write, publish, share or post anything which is deemed rude, offensive or critical about Compare PAL, another company or person (including any competitors). Don't spam prospects on social media, either through messenger, comments or groups.

Avoid any language which is abusive, inflammatory or unprofessional. This also includes strong political views, contentious topics or anything that could damage Compare PAL's reputation.

Don't message people who don't want to hear from us.

You may not have a podcast or online video channel (eg YouTube/Vimeo etc) that relates either directly or indirectly to Compare PAL that is accessible to the public. You could use these for team training provided if it's on a private platform and is only shared with your own team, and cannot be promoted on our social media generally.

If you're contacted by a member of the Press, Media, or podcasts don't make any statements relating to Compare PAL. Refer the enquiry to the Media team at Compare PAL [memberservices@comparepal.co.uk](mailto:memberservices@comparepal.co.uk)

**Can I make outbound calls to a landline or mobile?**

Yes. However, you must not 'cold call' an End customer or fellow businesses' landline or mobile if they are registered with the Telephone Preference Service (TPS) or Corporate Telephone Preference Service (CTPS). See [www.tpsonline.org.uk](http://www.tpsonline.org.uk) for further details.

**Can I send text messages, emails or faxes to individuals, including Landlords who may trade as a business?**

No and for individuals, you must have prior 'opt in' from the recipient, in accordance with the Privacy and Electronic Communications Regulation 2003. You can see more information within our Websites and please note the three golden rules and on the website of the Information Commissioner's Office, [www.ico.org.uk](http://www.ico.org.uk)

**Can I try and arrange an appointment with a prospective customer by delivering a letter through their door?**

You may deliver a Letter and follow up with the resident(s) by knocking on the door to arrange an appointment, provided the property is not in a No Cold Calling Zone. You must also leave at least 24 hours before you approach the resident for an appointment.

**Can I send promotional material using the postal service?**

Yes, unless the individual is registered with the Mail Preference Service (MPS), in which case you cannot. See [www.mpsonline.org.uk](http://www.mpsonline.org.uk) for further information. This does not affect unaddressed items posted through letterboxes.

**Can I create merchandising materials?**

No unless it has been submitted to the Marketing Department for approval.