



## TLWC Brand Ambassador Agreement

### 1. Introduction

This agreement sets out the commercial terms and conditions between The Little Wedding Company Limited, a company incorporated and registered in England and Wales with company number 08067964 whose registered office is at Dawes Road Hub, 20 Dawes Road, London, England, SW6 7EN ("TLWC", or "We" or "Us" or "Our") and \_\_\_\_\_ an independent business whose registered business address is at \_\_\_\_\_ ("Brand Ambassador" or "Little Wedding Planner", "LWP", "You" or "Your") for the sale of Goods and Partner Products as defined herein (the "Agreement").

### 2. Interpretation

**Acceptance** means the acceptance of the Goods and/ or Partner Products in full by the Customer with no refunds, discounts or other compensation;

**Agreed Documentation** means documentation provided by TLWC (and its Partners) for sale of Goods and Partner Products;

**Brand** refers to the brand TLWC or The Little Wedding Company or Demelzas;

**Brand Ambassador** refers to the person or entity who promotes the sale of Goods and/ or provides Services on behalf of TLWC;

**Brand Ambassador Services** means the services set out in Clause 3;

**Brand Values** means TLWC's values as set out on its Website and in Materials provided to the Brand Ambassador;

**Confidential Information** means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly including, any Intellectual Property Rights, Materials, artwork, designs, ideas, specifications, drawings, pricing, data, information, Brand Ambassador's commission statements, relating to marketing or customers or suppliers, or information relating to market opportunities or the relationship and commercial terms of TLWC and Brand Ambassador and business affairs or other information marked as or which by implication is confidential or information of a competitive nature relating to TLWC;

**Client** means a person who receives Services from the Brand Ambassador;

**Customer** means the end user of the product or service placing order with TLWC;

**Data Protection Laws** means the Data Protection Act 1998, the General Data Protection Regulations 2016/679 and Data Protection Act 2018, as amended or re-enacted from time to time (and any subordinate legislation thereto and any guidance and codes of conduct relating thereto);

**Discounted Price** means discounted price set by TLWC for Samples (variable by Goods);

**Goods** means the products owned by TLWC and offered for sale by TLWC on its website <https://www.thelittleweddingcompany.co.uk/shop/>, for which You source potential Customers on TLWC's behalf;

**Goods Order Value** means the total value of the Goods in an Order (excluding Partner Products) less Website Admin Fee and Shipping Costs;

**Intellectual Property** means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by TLWC, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Little Wedding Planner Experience** means the personal planning service offered by LWP to Client (see LWP Handbook for full details);

**List Price** means the price that the Products and Partner Products are offered for sale on the Website;

**LWP Handbook** means the handbook for LWP provided by TLWC;

**Made to Order** means Goods that are not in stock at the time the order is placed and are made to the specifications of the Customer;

**Materials** means all documentation provided by TLWC;

**Marketing Campaigns** are any activities that TLWC run to promote itself, Brand Ambassador and, by extension, the Goods and or Partner Products;

**Order** means the Customer's order for the Goods placed directly with TLWC through the Website;

**Package** means the package selected by the Brand Ambassador as identified on <https://www.thelittleweddingcompany.co.uk/portal/>;

**Partner Products** means goods on the Website supplied by third parties as identified by the partner symbol on the "Shop page" <https://www.thelittleweddingcompany.co.uk/shop/>;

**Partner Products Order Value** means the total value of the Partner Products in an Order less Website Admin Fee and Shipping Costs;

**Privacy Policy** means the terms which are set out <https://www.thelittleweddingcompany.co.uk/privacy-policy/>;

**Sample** means one of each item in TLWC range retained by the Brand Ambassador for sales promotion purposes only;

**Services** means services provided by LWP to a Client (including but not limited to the Little Wedding Planner Experience) to encourage Client to place Order;

**Unique Code** means codes personal to a Client of the Brand Ambassador which is allocated by TLWC to identify Orders placed by Customers introduced to TLWC by Brand Ambassador;

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**Website** means our website [www.thelittleweddingcompany.co.uk](http://www.thelittleweddingcompany.co.uk) on which the Goods and Partner Products are advertised and purchased; and

**Website Admin Fee** means 2.9% of the Goods Order Value and Partner Order Value.

### 3. Brand Ambassador

The Brand Ambassador will act as an independent contractor in the performance of their duties under this Agreement and as such nothing in this Agreement shall render it an employee, worker, agent of TLWC, nor does it establish a partnership or joint venture between the parties or authorise any party to make or enter into any commitments for or on behalf of any other party, nor does this Agreement give the Brand Ambassador exclusive rights in the performance of the Services.

The Brand Ambassador shall indemnify and keep indemnified TLWC for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Brand Ambassador Services or their termination (other than any Commissions under Clause 8 and Termination Payment under Clause 6 (as applicable)) or any payment or benefit received by the Brand Ambassador under this Agreement, where such recovery is not prohibited by law. The Brand Ambassador shall further indemnify and keep indemnified TLWC in connection with or in consequence of any costs claims expenses liability, deduction, contribution, or assessment or claim; arising from or in connection with any claim asserting employment and/or worker status brought by or on behalf of the Brand Ambassador against TLWC arising out of or in connection with the provision of the Brand Ambassador Services and/ or the termination of this agreement (other than any Commissions under Clause 8 and Termination Payment under Clause 6 (as applicable)).

### 4. Brand Ambassador Services

The Brand Ambassador agrees to provide the following services in accordance with Brand Values and the terms and conditions set forth in this Agreement to increase the profile/ market awareness of the Brand and the Goods and source Clients on behalf of TLWC ("**Brand Ambassador Services**");

- Attend industry networking events;
- Show Samples at wedding events;
- Provide Services to Clients;
- Perform approved marketing activities and participate in Marketing Campaigns that will promote the Goods to the Brand Ambassador's various networks to drive Orders; and
- Inform TLWC of any potential corporate partnerships.

The Brand Ambassador shall be responsible for keeping the Unique Code private and confidential and accepts that the deliberate disclosure of the Unique Code to any party other than the Client is a material breach of the terms of this Agreement. In the event that the Unique Code is disclosed or published to any party who is not a Client then the Brand Ambassador shall immediately notify TLWC and the Unique Code shall become void from time of disclosure/ publication.

The Brand Ambassador will perform the Brand Ambassador Services from their own premises, at relevant venues, events and such other places as agreed with TLWC from time to time.

### 5. Sales and Marketing

TLWC will provide the Brand Ambassador with all Materials for the sale and promotion of the Goods and Partner Products. The Brand Ambassador must seek prior written approval from TLWC for the use of any other sales and/ or marketing materials to promote the Goods, Services and Partner Products.

The Brand Ambassador agrees not to do or omit to do anything which would cause to damage TLWC and/ or impact its Brand and/ or Brand Values.

### 6. Term and Termination of the Agreement

This Agreement will commence on the date of this Agreement and continue from the Effective Date unless and until terminated by either party terminates it upon a minimum of thirty (30) days' notice to the other party in writing.

The Brand Ambassador shall have a right to cancel this Agreement up to 14 days after the Effective Date by notice in writing to TLWC.

TLWC may terminate this Agreement forthwith on written notice in the event of a breach of the Agreement by the Brand Ambassador.

Either party may terminate this Agreement forthwith on written notice to the other party in the event the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is subject to a bankruptcy order or insolvency or analogous event ("**Financial Termination Event**").

On termination and/ or cancellation of this Agreement the Brand Ambassador shall return all Materials and Samples, and as directed by TLWC destroy or permanently erase any other documentation, data or other information provided by Us under this Agreement and warrant in writing that You have undertaken such instructions and none of the same is retained. On receipt of the Samples then TLWC shall pay the Brand Ambassador a termination payment equal to the value of Samples purchased by the Brand Ambassador ("**Termination Payment**"). The Brand Ambassador accepts that the Termination Payment is in place of any compensation for the termination of this Agreement. Where this Agreement is terminated as a result of a breach of Agreement by the Brand Ambassador or a Financial Termination Event relating to the Brand Ambassador, then the Brand Ambassador accepts no Termination Payment would be payable.

On termination access to the secure portal will be removed and all Unique Codes will be void.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

### 7. Brand Ambassador Support

The Brand Ambassador may:

- purchase Samples from TLWC at a Discounted Price;



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- advise Client of discount of 5% on List Price of any Goods and 2.5% on List Price of any Partner Products on becoming a Customer by placing an Order through the Website on entering Your Unique Code as a coupon code;
- gain one free attendance to a local wedding fair (offset against the value of the sample order up to £250); and
- receive supporting Materials and training for the Package purchased on the Brand Values and Terms and Conditions of sale to Customers.

### 8. Payments to Brand Ambassador

Subject to Acceptance of and payment for the Goods and/ or Partner Products by the Customer, the Brand Ambassador shall have the opportunity to earn 20% commission on the Goods Order Value on sale of Goods and 5% commission on the Partner Products Order Value referred by Brand Ambassador (“**Commissions**”).

The Commissions will be paid to the Brand Ambassador monthly in arrears on the last day on the month following the payment and Acceptance of and payment for the Goods and/or Partner Products by the Customer.

You shall only be entitled to receive Commissions on Orders placed by the Customer where the Customer has entered Your Unique Code at the time of placing the Order during the term of this Agreement.

TLWC will not be liable for any expenses of the Brand Ambassador.

Subject to the purchase of the Samples from TLWC and the provision of an original VAT receipt showing payment for its first trade fair by the Brand Ambassador, TLWC will reimburse the Brand Ambassador for the amount of the trade fair (up to a maximum amount of £250) within one calendar month of date of receipt of claim and supporting documentation from Brand Ambassador.

### 9. Confidentiality

Each party undertakes during the term of this Agreement, and for a period of five years after its termination, to keep any Confidential Information received from the other party secret and unless required by law, not to disclose such information to a third party without the other party's prior written consent.

Each party may only use Confidential Information for the purpose of performing its obligations under this Agreement.

The Brand Ambassador agrees to comply with the Privacy Policy.

### 10. Intellectual Property

Title and ownership in all Goods, Services and Partner Products (including all Intellectual Property Rights therein) shall remain with TLWC (or its lawful owner) and shall at all times remain the absolute property of TLWC (or its lawful owner).

Where Intellectual Property Rights are created under this Agreement, such Intellectual Property Rights shall irrevocably belong to TLWC and the Brand Ambassador hereby assigns all such Intellectual Property Rights. The Brand Ambassador agrees to meet obligations and execute all documents necessary to give effect to such assignment.

For the avoidance of doubt, all property containing Intellectual Property Rights (including but limited to Goods, designs, Materials Unique Codes and branding) shall not be reproduced, published or used on anything other than what the Materials provided to the Brand Ambassador by TLWC.

### 11. Limitation of Liability

Nothing in this Agreement excludes or limits the liability of a party to the other to the extent such liability cannot be excluded or limited by law.

The maximum aggregate liability of TLWC arising out of or under this Agreement shall be limited to the amount of Commission paid by TLWC in the 12 months preceding any claim.

Neither party shall be liable to the other for any consequential loss or damage, loss of profits, goodwill or any type of special or indirect loss arising under or in connection with this Agreement even if such loss was reasonably foreseeable.

### 12. Data Protection

Each party agrees it shall comply with the Data Protection Laws in the performance of its obligations under this Agreement.

### 13. General

All notices serviced under this Agreement shall be sent by registered mail or courier to the address of a party set out above.

During the term of the Agreement and for a period of 6 months after the end of Agreement the Brand Ambassador agrees not to work for or set up a business in direct competition with TLWC.

Each party shall at its own expense comply with all applicable laws, regulations, codes or guidelines relating to the performance of the Services and its obligations under this Agreement.

Each party shall at its own expense comply with all applicable laws, regulations, codes or guidelines relating to anti-bribery and anti-corruption (including but not limited to UK Bribery Act 2010) and anti-slavery and human trafficking laws (including but not limited to Modern Slavery Act 2015)

This agreement is personal to the parties and neither party shall assign, subcontract, or deal in any other manner with any of its rights and obligations under this Agreement without the other party's prior written consent.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this agreement 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 this Agreement.

No-one other than a party to this Agreement shall have any right to enforce any of its terms.

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Nothing in this Agreement is intended to, shall be deemed to establish a partnership or joint venture between the parties, or authorise either party to make commitments for or on behalf of the other party.

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

This Agreement shall in all respects be governed by and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts.

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written.

\_\_\_\_\_  
For and behalf **The Little Wedding Company Limited**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
For and behalf **Brand Ambassador**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Date