



Join Our Network Application Form

Please fill in the following boxes, click save and email back to applications@cloudglaze.co.uk

Main Business Details

Business Name:	Address:
Primary Contact Name:	
Telephone Number:	Post Code:
Mobile Number:	Fax Number:
Email:	Website:

Billing Contact And Details *(if different from above)*

Contact Name:	Address:
Email:	
Telephone Number:	Post Code:

Details For Lead Delivery

Branch Post Code:	
Distance Covered From Branch Post Code: <i>e.g 30 Miles</i>	Nationwide:
Email Address To Receive Leads	Mobile Number To Receive Leads
1.	1.
2.	2.
3.	3.

Double Glazing Products

Professional Registrations:	FENSA	CERTASS	OTHER
Products Supported:	WINDOWS	DOORS	CONSERVATORIES
Materials:	UPVC	WOOD	ALUMINIUM
Service:	SUPPLY AND FIT	SUPPLY ONLY	

Other Products

Professional Registrations <i>(if applicable)</i> :			
Products Supported:	FRANKING MACHINES	VEHICLE TRACKING	
	BOILERS	SOLAR PANELS	



CloudGlaze Lead Generation Agreement

1. Definition of Terms Contained within this Agreement.

Cloudglaze – Internet Consultants and Associates Ltd trading as Cloudglaze

User – The person who, using one of Cloudglaze sites, submits a form to make an enquiry.

Subscriber – You the purchaser of the lead.

Site – One of Cloudglaze’s lead generation websites.

Form – The online form used to submit an enquiry through one of Cloudglaze’s websites.

Qualification – The process used to confirm the users details from the enquiry form before the lead is sent to the Subscriber.

Lead - A qualified enquiry raised by a User on one of Cloudglaze’s websites which is then sent to the Subscriber.

2. Parties

This agreement is made on the date set out below between (enter company name):

_____,
(buyer of leads) hereafter referred to as the Subscriber and Internet Consultants and Associates Ltd trading as Cloudglaze (provider of leads) hereafter referred to as Cloudglaze.

3. Consent

3.1 The Subscriber confirms that they have the authority to enter into this agreement and that the details provided in the Cloudglaze application form are accurate. They are hereby bound by the Terms and Conditions as stipulated in this document.

3.2 The Subscriber will inform Cloudglaze of any changes to these details within 28 days of the change occurring. Should Cloudglaze refuse the application, they are under no obligation to provide a reason for the refusal.

3.3 The Subscriber hereby gives its consent to Cloudglaze to carry out any relevant searches on any or all individuals or trading styles of the Subscriber’s business at any home or business address associated with the Subscriber, with any credit reference agency that we deem appropriate. Such credit agencies may keep a record of that search and may share that information with other parties.

4. Obligations of Cloudglaze

4.1 Cloudglaze’s sole responsibility is to provide qualified leads to Subscribers.



5. Exclusion of Liability

5.1 CloudGlaze's sole obligation is to put the User in contact with the Subscriber; it will not intervene in any negotiations and will in no way be held responsible for any disagreements or contractual arrangements that may occur.

5.2 Whilst every effort is made to assess the User and their enquiry the Subscriber agrees not to hold Cloudglaze responsible for false information, nor for any consequential damages that result, whether direct or indirect.

6. Indemnity

6.1 Cloudglaze will not be responsible for any damages the Subscriber's business may suffer. The Subscriber agrees that it shall defend, indemnify, save and hold Cloudglaze harmless from any and all demands, liabilities, losses, costs and claims, including reasonable solicitor's fees asserted against Cloudglaze, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by its agents, employees or contractors.

6.2 Cloudglaze makes no warranties of any kind, expressed or implied for services we provide. The Subscriber disclaims any warranty or merchantability or fitness for a particular purpose.

The Subscriber agrees to defend, indemnify and hold harmless Cloudglaze against liabilities arising out of;

a) Any injury to person or property caused by any products sold or otherwise distributed in connection with Cloudglaze;

b) Any material supplied by the Subscriber to the User infringing or allegedly infringing on the proprietary rights of a third party;

c) Copyright infringement.

d) Loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Cloudglaze and its employees.

7. Lead Criteria

7.1 The leads we pass are not guaranteed appointments or sales; therefore the Subscriber is paying for the lead itself.

7.2 All leads passed by Cloudglaze to the Subscriber are fully qualified via telephone in order to confirm the following criteria:

- a) The User is a homeowner (or if they are not, they have permission to gather quotes and pay for the work).
- b) The quote is for supply and fit or supply only (where applicable)
- c) The address the quote is for.
- d) The User is considering having the work completed within the next 6 months.
- e) The User's best contact telephone number.



- f) The User agrees for their details to be passed to the Subscriber.

8. Distribution of Leads

Cloudglaze quotes and leads are distributed:

- a) To a maximum of 3 subscribers in all other cases where exclusivity has not been agreed.
- b) By email or SMS text as specified by the Subscriber in their Cloudglaze application form.

9. Pricing

9.1 Leads are priced as follows:

- 9.1.1 Leads which are 1 item: £20 + VAT
- 9.1.2 Leads which are 2 items and above: £40 +VAT
- 9.1.3 Conservatory Leads: £50 + VAT
- 9.1.4 Conservatory Roof Leads: £40 + VAT

9.2 Cloudglaze may revise prices after having notified the Subscriber 14 days before the price changes come into effect.

10. Payment

10.1 Invoices will be sent to the Subscriber via email

10.2 The total amount including VAT is then payable via either BACS or card in advance of any leads being passed to the subscriber.

11. Rules Regarding Lead Rejection.

All disputed leads must be returned following this procedure:

- a) Reply to the email received without amending the subject line of the email, stating the reason the lead is being disputed. This must be received within 48 hours of the exact date and time when Cloudglaze sent the lead to the Subscriber.
- b) Only the following reasons will be investigated, all other reasons will result in the lead being payable.
 - i. If the lead does not meet the Lead Criteria as specified in Clause 7.
 - ii. If the lead transpires to be a competitor checking the market.
 - iii. If the lead is a duplicate received from another source. Evidence will need to be provided to prove that this lead was received before CloudGlaze's lead.
 - iv. It's a hoax lead.



12. Obligations of Subscriber

11.1 The Subscriber undertakes to provide the User with the best possible service and to complete all work arranged.

11.2 Cloudglaze cannot be held in any way responsible should the Subscriber fail to fulfil any of its obligations to the User.

11.3 The Subscriber agrees to the following obligations:

- a) Having up-to-date Public and Employers Liability Insurance as appropriate.
- b) Respond within 2 working days to enquiries received from Cloudglaze.
- c) Provide a written quotation or detailed order before work is undertaken.
- d) Undertake the work on the dates and within the time-scales arranged.
- e) Respect the current standards of work and employ competent staff.
- f) Leave the work-site in a clean and tidy state (if applicable).

13. Professional Membership of Recognised Organisations

13.1 The Subscriber is required to belong to the relevant trade association or professional body where applicable (for example FENSA or CERTASS for receipt of double glazing and conservatory leads).

13.2 The Subscriber is required to provide Cloudglaze with a copy of their public liability insurance and proof of a trade association membership.

14. Data Protection and GDPR

14.1 The Subscriber agrees to comply with current data protection legislation including the Data Protection Act 1998 and the GDPR which comes into force on 25th May 2018 in respect of any data provided by Cloudglaze.

14.2 The Subscriber agrees to adhere to any 'Subject Access Requests' they may receive from any Users within a timescale compliant with current data protection legislation.

14.3 The Subscriber agrees to permanently remove, within a timescale compliant with current data protection legislation including the 'Right to erasure' section of GDPR, any data from their databases, CRM systems, logbooks or any other data storage media they may use, following a request from either CloudGlaze or any User about whom they hold data.

14.4 The Subscriber agrees to permanently remove, all data received from CloudGlaze, from their databases, CRM systems, logbooks or any other data storage media they may use, after a reasonable period of time.

14.5 It is the responsibility of the Subscriber to ensure that any data removal is performed effectively and within the timescales necessary to comply with current data protection legislation.



14.6 The Subscriber agrees that they will not pass on any data provided by CloudGlaze to any third party without the express permission of the User to whom the data refers unless required to do so by a court or other governmental authority or within the terms set out in the GDPR and the Data Protection Act 1998.

14.7 Cloudglaze will not be responsible for any breach by the Subscriber of current data protection legislation including the Data Protection Act 1998 and the GDPR. The Subscriber agrees that it shall defend, indemnify, save and hold Cloudglaze harmless from any and all demands, liabilities, losses, costs and claims, including reasonable solicitor's fees asserted against Cloudglaze, its agents, its customers, officers and employees, that may arise or result from any breach by the Subscriber of current data protection legislation.

15. Termination

15.1 Both parties shall have the right to terminate this agreement at any time by giving notice in writing to the other party.

15.2 If any single provision in this agreement should be held to be invalid that provision shall be severed and the remaining provisions shall continue to have full force and effect.

16. Complaints

16.1 Complaints must be sent in writing to Internet Consultants and Associates Ltd registered office: 3 -4 Eastwood Court, Broadwater Road, Romsey, SO51 8JJ.

16.2 The Subscriber hereby agrees to afford Cloudglaze reasonable opportunity of remedying any complaints for which Cloudglaze may or may not be liable.

16.3 If any complaint is not remedied by Cloudglaze to the Subscriber's satisfaction, then the dispute shall be referred to an arbitrator, such arbitrator to be agreed jointly between Cloudglaze and the Subscriber and in default of agreement nominated by the President of the Chartered Institute of Arbitrators.

17. Signed

Signed on behalf of the Subscriber.

Signed:.....

Print Name:.....

Status of Signatory:.....

Company Name:.....

Date:.....