

## **APH Affiliate Program Terms and Conditions**

To participate in the affiliate program you must agree to the following terms and conditions. If after reading the terms and conditions, you would like to become an affiliate, then please select "Yes" on the registration form to show that you have read and agree to our terms and conditions.

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### **The APH Affiliate Programme.**

Welcome to the APH Affiliate Programme. If you have a website, you can join APH's Affiliate Programme and start earning money.

By joining the APH Affiliate Programme you can jump start your business into the world of E-Commerce. Whether you have a large or small site, linking to APH could not be

easier. Simply follow the step by step instructions, complete our online registration form and leave the rest to us.

### **How does the APH Affiliate Programme work?**

Joining is simple and being part of the programme is an effective way increasing the revenue from your site. You can choose what to host on your site by using a variety of text links, buttons and banners available from our site. When a customer makes a purchase as a direct result of clicking on a link from your site, we will attribute that sale to you and you can start earning generous amounts of commission. APH then handles the whole customer transaction from credit card authorisation to customer service.

### **Why should you become an APH affiliate?**

APH is an independent company who offer high quality products whilst maintaining a consistently high level of customer service. In addition to the three car parks we own and operate at Gatwick, Manchester and Birmingham, we offer customers a choice of over 50 Car Parks at 18 UK Airports. We also offer our customers the opportunity to book one of over 80 airport hotels - for the night before or after they fly along with a choice of 22 Executive Airport Lounges.

More great reasons to join our affiliate programme include:

- You can develop your site with a new and wide selection of items and give your customers another reason to revisit your site
- You can earn 10% incl VAT commission on parking bookings and 7.5% on airport hotel packages and airport lounges
- The joining process is simple and completely free
- You can download our user friendly tools to kick start the process
- We can provide you with free reporting on request
- We guarantee the highest levels of customer service at all times

### **Who can join the APH Affiliate Programme?**

If you have a website, you can join, just like hundreds of other companies.

### **So what next?**

To set up your link today, simply read our agreement, and then accept our terms and conditions by using our online registration form. It's that simple.

After you have completed the registration form, we will send you an email notifying receipt of your application. We will then evaluate your application form and will notify you within 72 hours of whether you qualify to join the scheme.

If your application is declined, you are free to re-apply at any time. If your application is accepted, you will receive another email from us welcoming you to the programme along with your unique agent code and a link to our affiliate homepage. Upon receipt of these details, you will successfully be enrolled in the APH Affiliate Programme.

Once you have accessed the affiliate homepage, everything you will need to manage your account will be at the click of a button. This will enable you to update your site, including the ability to download graphics and logos to suit you.

## **1. Terms and conditions**

This agreement includes the full terms and conditions that apply to an individual or entities participation in the APH Affiliate Programme.

### **1.1 Definitions**

In this agreement, the following definitions and terms apply:

“APH Site”: means the APH Website

“Commencement Date”: means the date the Agreement begins

“Marketing Service”: means the promotion and publicising of airport services by the individual or entity

“Referral Service”: means the internet sites and other media provided by the individual or entity to customers requiring airport parking, hotels or lounges

“Service”: means all locations featured by APH for airport parking, hotels or lounges.

“Site”: means your website

“Trading year”: means a period of 12 months ending on an Anniversary Date.

“Value Added Tax”: means value added tax payable in accordance with the Value Added Tax Act of 1994 and any amendment thereof.

“Working Day”: means any day excluding Saturday and Sunday and any Bank Holiday in England and Wales.

## **1.2 Headings**

The Headings of Sections in this Agreement are inserted for convenience and reference only and shall not affect its interpretation.

## **1.3 Clauses**

References to clauses are to clauses in this Agreement unless the context otherwise requires.

## **2. Term**

Subject to the provisions of Clause 10, (Termination) this agreement shall commence on the Commencement Date and shall continue thereafter.

## **3. Enrolment**

The first step of enrolment is to complete and submit the online registration form. We will carefully evaluate your submission in good faith, and will inform you of your success or failure to meet our requirements to join the affiliate scheme via the email address supplied to us on registration.

We may reject your application if we (at our sole discretion) deem your site to be unsuitable. Unsuitable sites include (but are not limited to) those that promote any form of:

- Sexually explicit materials
- Violence
- Discrimination based on race, sex, religion, nationality, sexual orientation, disability, or age
- Illegal activities
- Breach intellectual property rights
- Include ‘APH’ or ‘Airport Parking and Hotels’ or variations or misspellings thereof in their domain names.

If you fail to meet the requirements of the programme and your application is rejected, you are able to reapply for the programme at any time. It should also be noted that if after your acceptance into our programme, we, at a later stage, find your application to be of an unsuitable nature, we may also terminate this Agreement.

## **4. Links**

We grant you a revocable, personal, non-exclusive, royalty-free licence for the duration of the term of this Agreement, solely for purposes of facilitating referrals from Your Site to the APH Site, to establish and maintain Links as set forth below:

#### **4.1 Links to Service**

You are able to select one or more service to list on your site. A “Service” is any product type that is listed on the APH website, including parking, hotels and lounges that are fulfilled by APH or on our behalf. For each selected service, you can present on your site, a short description of the service on offer. You will be responsible for the content, placement and the style of these references.

### **5. Brand Guidelines**

#### **5.1 Logos**

Upon acceptance to the APH Affiliate Programme, you will have full access to graphics and uniquely hyperlinks to enable you to create links from your site to APH. We will also make available to you, some images that will identify your site as being an APH affiliate. You must display these logos, or the phrase ‘in association with APH’ on each of the pages that the link is displayed.

#### **5.2 Content**

APH will provide you with graphical artwork and guidelines to use when linking to our homepage. To allow accurate tracking, reporting, and referral-fee accrual, we will provide you with either a specific tagged URL/agent code to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilise the agent code.

You will only earn referral fees on bookings on our site made through the above links. Failure to properly utilise either of the above may result in reductions of amounts that would otherwise be paid to you pursuant to this Agreement.

By participating in the APH Affiliate programme and placing one of the above methods to link to our site, we may receive information from or about your visitors to your site or any communications between your site and those visitors. Your participation in this programme constitutes your specific and unconditional consent to and authorisation for our access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in our Updated Privacy Notice.

It should be noted that you do not have any rights under this Agreement to any intellectual property, including, without limitation, any intellectual property with respect to the Agent Code and Hyperlink, Links, Link Formats, Technical Specifications, Guidelines or Graphical Artwork referenced above, or with respect to the APH.com domain name.

In addition to the above, you must acknowledge that we may “crawl” or otherwise monitor your site for the purpose of ensuring the quality and reliability of Links on your site. For example, to detect links that are broken or are non-functional. Therefore, you agree that if we take such actions you will not block or interfere with such crawling or monitoring (and that we may use technical means to overcome any methods used on your site to block or interfere with such crawling or monitoring).

Further to the above, you acknowledge and agree that you will:

- a) not, in connection with this Agreement, display or reference on your site, any trademark or logo of any third party seller on the APH.com Site;
- b) use any data, images, text or other information obtained by you from us or our site in connection with this Agreement (“Content”) only in lawful manner and only in accordance with the terms of this Agreement;
- c) not modify or alter any Content that consists of a graphical image, other than to resize it; (within guidelines)
- d) not edit any Content that consists of text that could change its meaning
- e) not sell, redistribute, sublicense or transfer any Content
- f) not use any Content in a manner intended to send sales to any site other than the APH.com Site; and
- g) promptly delete any Content that is no longer displayed on the APH.com Site or that we notify you are no longer available for your use.
- h) Make it clear on your website that you are an agent of APH and you should in no way pass yourself off as APH.

### **5.3 PPC Guidelines**

You are requested not to use domains owned by APH as their display URL in any paid search campaign. This includes [www.APH.com](http://www.APH.com).

Affiliates wishing to promote APH through search engine marketing via an APH owned landing page should first contact us before doing so via [francesca@aph.com](mailto:francesca@aph.com). PPC affiliates applying to the APH programme without first discussing their plans for promotion may find that their application is declined.

Affiliates are asked not to register URLs with APH’s trademarked terms contained in their domain. However, brand terms may be contained within the file extension e.g.: -

[www.APH.com](http://www.APH.com) - Not Allowed

[www.APHoffers.com](http://www.APHoffers.com) - Not Allowed

[www.offers.com/APH](http://www.offers.com/APH) - Allowed

Affiliates are not permitted to use partial postcodes and any postcode used must be the full and correct postcode for the affiliate

Affiliates may not put the APH website into frames or use masked URLs.

We also request that affiliates do not use our brand terms or display URL within the text of adverts

**We actively monitor search engines and any affiliates who are caught breaking our PPC policy may face suspension from the programme with loss commission**

### **6. Order Processing**

APH will be responsible for the process and fulfilment all bookings placed by customers who follow the Links from your Site to the APH Site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing. We will be held responsible for amongst other things, processing payments, cancellations and customer service. All bookings made from a link from your Site to the APH site will be tracked by us and we will, on request, send you reports summarising this sales activity. The form, content and frequency of these reports may vary from time to time at our discretion. In order to permit

accurate tracking, reporting and fee accrual, you must ensure that the Links between your site and our site are properly formatted. We will not be liable for paying Affiliate Fees on purchases that are not correctly tracked and reported because the Links between Your Site and the APH Site are not correctly formatted.

## **7. Policies and Pricing**

For the avoidance of doubt, customers who purchase Services through this Programme will also become customers of APH.com. Accordingly, all APH rules, policies, sales terms and conditions concerning bookings and customer service will apply to those customers. We may change our policies and operating procedures at any time.

For example, we will determine the prices to be charged for Services sold under this Programme in accordance with our own pricing policies.

You must not include price information in your Service Descriptions because Services prices and availability may vary from time to time and may affect any Services that you already have listed on your Site.

APH will use commercially reasonable efforts to present the right information, but we cannot guarantee the availability or price of any particular Service.

Similarly, all personal details of customers (as defined in the Data Protection Act 1998) shall, as between you and APH, be owned exclusively by APH and you shall not be entitled to exploit the personal data in any way.

## **8. Referral Fees**

### **8.1 Schedule**

We will pay you Referral fees on product sales generated when a customer follows a link from your site. We will only pay referral fees on confirmed bookings after order, payment and stay date has occurred to take into account any cancellation. We will not pay referral fees on any products purchased from any other site operated by us or one of our affiliates other than [www.aph.com](http://www.aph.com).

### **8.2 Payment**

Referral Fees will only be made on bookings made on the web rather than on the telephone and no payment will be received on fraudulent bookings of any kind.

We will pay you referral fees on a quarterly basis as long as commission earned is over £25. Otherwise, the balance will be accrued and carried forward until £25 is reached.

Approximately 30 days following the end of each calendar quarter, we will send you payment for the referral fees earned on Qualifying Services that were utilised during that quarter, less any taxes that we are required by law to withhold. We will pay your referral fees by one of the following methods:

1. by sending you a cheque for the referral fees earned;
2. by directly depositing the referral fees earned into your bank account (if you want us to use this method of payment, please note that you will need to provide us with the name of your bank, bank account type, sort code, account number and the primary account holder name as it appears on the Bank Account).
3. If a Service that generated a referral fee is refunded to the customer, we will deduct the corresponding fee from your next quarterly payment.
4. Please note that if you are not VAT registered then we will deduct the VAT element of your commission and remit only the net amount.

## **9. Reporting**

Every quarter we will provide a report detailing the total amount of bookings made that occurred during that quarter, the total Affiliate Fees earned and a booking breakdown. The report will not include website traffic information e.g. page impressions or click throughs.

#### **10. Termination**

Either party can terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Termination of this Agreement will be without prejudice to any rights of the parties accrued up to the date of termination. If the Agreement is terminated, APH will disable your agent code and link to the Affiliate Homepage.

You are only eligible to earn Affiliate Fees for bookings occurring during the term and Affiliate Fees earned up to the date of termination will remain payable only if the related bookings are not cancelled.

We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, you must promptly return to us, or at our request, destroy any and all of our Intellectual Property or proprietary property, information and/or materials in your possession and, subject to receiving written consent to the contrary from us, remove all hypertexts links to our Site from your Site.

#### **11. Confidentiality**

Neither party shall, for the duration of this Agreement, disclose any information regarding the terms and conditions of the Agreement to any third party save with the prior written consent of the other party or except as may be required by law.

#### **12. Modifications to the Agreement**

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion by either posting the amendment or new terms and conditions on our Site. Amendments may include, for example, changes in the scope of available Affiliate Fees, Affiliate Fee Schedules, payment, procedures and Scheme Rules.

If any amendment is not acceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Scheme following our posting of a change notice or new Agreement on our site will constitute binding acceptance of the change.

#### **13. Limitation of Liability**

APH will not be liable for indirect, special, or consequential damages (including any loss of business, revenue, profits or data) arising in connection with this Agreement or the Programme, even if we have been advised of such possible damages. Further, to the fullest extent permitted by law, APH and our Associate Companies collective aggregate liability arising with respect to this Agreement and the Scheme will not exceed the total Affiliate Fees paid or payable to you under this Agreement at the time the act or omission giving rise to the liability occurred.

#### **14. Limited Licence**

We shall retain all right, title and interest in all Intellectual Property provided to you under this Agreement subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement.

We grant you a non-exclusive, revocable right to use the graphic images and text described in Section 5 and such other text or images for which we grant express

permission, solely for the purpose of identifying your site as a Programme participant and to assist promote the Sale of Products on our Site.

You may not modify the graphical images and text or any of our images in any way. We reserve all of our rights in the graphic image and text, and other images, our trade names and trademarks, and all other intellectual property rights.

You agree to follow our Trademark Guidelines, as those Guidelines may change from time to time. We may revoke these rights at any time by giving you written notice.

Any infringement may result in legal action.

## **15. Responsibilities**

### **15.1 Our Obligations**

APH will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our site, however, all Links must be approved by APH.

We will be solely responsible for processing bookings placed on our site by a customer following a Link from your site, tracking the volume and amount of bookings generated by your site, and providing information to affiliate sites regarding bookings statistics.

We reserve the right to reject bookings and will be responsible for all bookings, payment processing, cancellations, and customer service related to our site.

We will also:

- a. Maintain a level of customer complaints below 2% of the bookings taken in each trading year and provide an efficient and prompt response to any customer complaints;
- b. Indemnify you or your company in respect of all or any claims made by customers (or anyone travelling or having travelled in a customer's vehicle) making reservations at an APH site via the booking service.
- c. At our own expense take out and maintain adequate comprehensive and fully paid insurance in relation to and indemnify you or your company in respect of claims made by any customers.
- d. Comply with all legal and regulatory requirements relating to the operations of the APH sites
- e. Ensure that the APH booking engine for customers to obtain quotes and make bookings is available for at least 99% of the time in any one calendar month.

### **15.2 Your Obligations**

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- a. the technical operation of your site and all related equipment;
- b. creating and posting Service descriptions on your Site and linking those descriptions to APH.com using Links;
- c. the accuracy and appropriateness of materials posted on your site (including, amongst other things, all Product-related materials);
- d. ensuring that materials posted on your Site do not breach or infringe upon the rights of any third party (including, for example, copyrights, trademarks, database rights, privacy or other personal proprietary rights);
- e. Ensuring that materials posted on your Site are not defamatory or illegal.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and consents of your Site.



## **16. PR & Marketing**

Nothing in this Agreement shall prevent you or your company from referring to the APH Sites in any promotional or marketing material that promotes or otherwise markets the booking service.

You or your company shall obtain the prior written approval of APH (such approval not to be unreasonably withheld) to the contents of any booking form or other promotional material insofar as such form or material incorporates any text, prices or diagrammatic maps relating to APH sites or agency sites.

All costs and expenses incurred in preparing and producing booking forms, advertisements, mail shots, leaflets and brochures or the carrying out of any other form of publicity or production of promotional material shall be borne solely by yourself or your company, unless the parties shall otherwise agree in writing.

## **17. Relationship of Parties**

You and APH are independent contractors and nothing in this Agreement will create any type of partnership, joint venture, agency, franchise sales representative, or employment relationship between the parties or our respective Affiliates. You will have no authority to make or accept any offers or representations, guarantees or warranties on our or our Affiliates behalf, including with respect to our or our Affiliates Products or Services and vice versa.

You will not make any statement or representation, whether on your site or otherwise, that reasonably would contradict anything in this section.

## **18. Disclaimers**

To the fullest extent permitted by law, neither we nor any of our Associate Companies makes any express or implied warranties or representations with respect to the Programme or any Products sold through the Programme (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), and the same are hereby excluded.

In addition, we make no representation that the operation of our site will be uninterrupted or error-free and none of us will be liable for the consequences of any interruptions of errors.

## **19. Independent Investigation**

You acknowledge that you have fully read and understood this Agreement and agree with all of its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate websites that are similar or compete with your own. You have independently evaluated the desirability of participating in the programme and are not relying on any presentation, guarantee or statement other than as set forth in this Agreement.

## **20. Whole Agreement**

The parties hereby agree that this Agreement constitutes the whole agreement and understanding between the parties hereto and supersedes all previous agreements or arrangements between the parties for the provision of services equivalent to the Booking Service and Marketing Service.

## **21. Law**

This Agreement shall be governed by and construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts. You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provisions or any other provisions of this Agreement. Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to confer on any person (other than our Affiliates) any right to enforce any terms of this Agreement which that person would not have had, but for the Contracts (Rights of Third Parties) Act 1999.