

# Driving Instructor Network Agreement

Collingwood

## 1. About the Driving Instructor Network

- 1.1 The Collingwood Driving Instructor Network (the "Network") is operated by Collingwood Insurance Services (U.K.) Limited ("Collingwood", "CISL", "we", "us" or "our").
- 1.2 The Network enables approved driving instructors and driving schools ("Members", "you" or "your") to:
  - 1.2.1 introduce learner drivers to Collingwood's learner driver insurance products and related services through the referral methods we provide;
  - 1.2.2 receive referral payments or other incentives where applicable and subject to this agreement;
  - 1.2.3 access approved marketing materials, promotions, training and support resources;
  - 1.2.4 participate in campaigns, competitions, events and other Network initiatives; and
  - 1.2.5 promote Collingwood's products and services through channels approved by us and in accordance with this Agreement and any guidance we provide.
- 1.3 Membership of the Network is voluntary. Acceptance into, and continued participation in, the Network is subject to this Agreement and any reasonable eligibility, verification or ongoing monitoring requirements applied by Collingwood.
- 1.4 Membership of the Network does not authorise you to advise on, arrange or sell insurance. Your role is limited to introducing potential customers to Collingwood using our approved referral methods.

## 2. About this Agreement

- 2.1 This Agreement sets out the terms and conditions that apply to your membership of, and participation in, the Collingwood Driving Instructor Network.
- 2.2 It explains:
  - 2.2.1 how you may refer potential customers to collingwood;
  - 2.2.2 the activities you may and may not carry out as a network member;
  - 2.2.3 the requirements that apply when promoting the network or collingwood's products and services;
  - 2.2.4 how referral payments and other incentives are calculated and paid;
  - 2.2.5 how you must use our name, branding, links and marketing materials;
  - 2.2.6 the circumstances in which your membership may be suspended or terminated.

### Reading and accepting this Agreement

- 2.3 You should read this Agreement carefully before joining or participating in the Network.
- 2.4 By selecting the acceptance checkbox during the Network registration process, accepting this Agreement electronically or continuing to participate in the Network after receiving it, you confirm that:
  - 2.4.1 you have read and understood its terms;
  - 2.4.2 the information you have provided to Collingwood is complete and accurate;
  - 2.4.3 you agree to comply with this Agreement and any reasonable network guidance provided by us;

2.4.4 you have authority to enter into this Agreement, including where you are entering into it on behalf of a driving school, company, partnership or other organisation.

2.5 **Network guidance** We may provide reasonable operational, compliance, marketing or brand guidance relating to the Network. You must comply with that guidance where applicable.

2.6 **Questions about this Agreement** If you have any questions about this Agreement or your responsibilities as a Network Member, you should contact [instructors@collingwood.co.uk](mailto:instructors@collingwood.co.uk) before carrying out the relevant activity.

### 3. About Collingwood

3.1 **Who we are.** Collingwood Insurance Services (U.K.) Limited is a company registered in England and Wales under company number **04174235**. Our registered office is at Collingwood House, Redburn Court, Earl Grey Way, North Shields NE29 6AR.

3.2 **Our regulatory status.** We are authorised and regulated by the Financial Conduct Authority under Firm Reference Number **310870**. Our regulatory details can be checked on the Financial Services Register.

3.3 **Our role.** We are an insurance intermediary. We arrange and administer insurance products and related services for our customers.

3.4 **Your relationship with us.** You do not act as our employee, agent, appointed representative or authorised insurance intermediary. Nothing in this Agreement gives you authority to:

- 3.4.1 provide advice or make a personal recommendation about an insurance product;
- 3.4.2 arrange, sell or otherwise mediate insurance;
- 3.4.3 complete or assist with an insurance application on behalf of a customer;
- 3.4.4 accept money or insurance premiums from a customer;
- 3.4.5 make promises, representations or commitments on behalf of Collingwood;
- 3.4.6 enter into any contract or incur any liability on behalf of Collingwood.

3.5 **How to contact us.** Questions relating to the Network or this Agreement should be sent to our marketing team at [instructors@collingwood.co.uk](mailto:instructors@collingwood.co.uk).

### 4. Joining the Driving Instructor Network

4.1 To join the Network, you must complete our application and provide any information and supporting evidence that we reasonably request.

4.2 Applying does not guarantee acceptance. We may accept or reject an application at our discretion.

4.3 **Eligibility requirements.** To join and remain a Member of the Network you must:

- 4.3.1 Be an appropriately qualified driving instructor, or a driving school employing or engaging appropriately qualified driving instructors;
- 4.3.2 Hold and maintain any licences, registrations, permissions and insurance reasonably required to operate your driving instruction business;
- 4.3.3 provide complete, accurate and up to date information during the application process and throughout your membership;
- 4.3.4 successfully complete any identity, business, payment, fraud prevention, sanctions or other compliance checks we reasonably require;
- 4.3.5 not present an unacceptable risk to Collingwood, its customers or the Network.
- 4.3.6 comply with this Agreement and any applicable Network guidance.

- 4.4 **Checks and verification.** We may undertake identity, business, payment, fraud-prevention, sanctions, financial crime and other compliance checks before accepting you into the Network and throughout your membership
- 4.5 You must provide accurate information and reasonable assistance when requested. If you do not do so, we may delay or refuse your application, suspend your membership, withhold a Referral Payment while we investigate, or terminate this Agreement.
- 4.6 **Acceptance into the Network.** You will become a Member only when we confirm that your application has been accepted. We may then provide you with approved referral methods, marketing materials and information about payments or other Network initiatives.
- 4.7 You must not promote yourself as a Member or begin making referrals until we have confirmed your acceptance.
- 4.8 **Keeping your information up to date.** You must notify us promptly if there is any change to information you have provided, including your:
- 4.8.1 name, trading name or legal status;
  - 4.8.2 address or contact details;
  - 4.8.3 driving instructor or driving school status;
  - 4.8.4 website, application or social media accounts used to promote the network;
  - 4.8.5 bank account or payment details;
  - 4.8.6 eligibility to participate in the network.
- 4.9 As part of participating in the Network, Members agree that Collingwood may contact them relating to the operation, administration and promotion of the Network, including referral opportunities, incentives, competitions, training, marketing materials, product updates and any other Network related communications. Members may opt out of the non-essential promotional communications where permitted, but this may affect their awareness of Network opportunities and initiatives.
- 4.10 **Our right to review membership.** We may review your membership and your compliance with this Agreement at any time.
- 4.11 We may suspend your access to the Network, your use of our materials or the processing of Referral Payments while we investigate a concern. Where reasonably practicable, we will tell you the reason for the suspension and what information or action is required.
- 4.12 We may refuse, suspend or terminate membership where it reasonably believes a Member presents a legal, regulatory, financial crime, reputational or customer risk.
- 4.13 Our rights to suspend or review membership are separate from our rights to terminate this Agreement.

## 5. Referrals and Referral Tracking

- 5.1 **Approved referral methods.** Following acceptance into the Network, we may provide you with an approved referral link, referral code, online tool or other referral method.
- 5.2 You must notify us promptly if you become aware of a problem affecting referral tracking.
- 5.3 You may only use referral methods that have been approved and supplied by Collingwood.
- 5.4 **Use of referral links and referral codes.** You must use our referral methods only for participation in the Network, follow our instructions and not alter, interfere with or misrepresent any link, code or tracking mechanism.

- 5.5 Collingwood shall not be responsible for lost referrals where referral links, codes or tracking methods have been altered, misused, incorrectly implemented or otherwise interfered with by the Member.
- 5.6 Referral activities. You may introduce potential customers to Collingwood using approved referral methods. To qualify, the customer must make their own independent decision whether to purchase a policy, without advice, a recommendation, pressure or improper influence from you. The customer must obtain their quotation and complete their application directly with Collingwood. Applications submitted through any third-party website, including price comparison websites, are not eligible.
- 5.7 You must not provide insurance advice or recommendations, complete a quotation or application for a customer, or pressure, mislead or improperly influence anyone to purchase a policy.
- 5.8 **Qualifying Referrals.** A referral will only qualify for a Referral Payment where:
- 5.8.1 the customer has used an approved referral method;
  - 5.8.2 Collingwood can reasonably attribute the referral to the Member through its records;
  - 5.8.3 the customer purchases a policy eligible for payment under Schedule 1;
  - 5.8.4 the policy is not cancelled before the end of the qualifying period set out in Schedule 1;
  - 5.8.5 the requirements of this Agreement and Schedule 1 have been met.
- 5.9 **Referrals that do not qualify.** A Referral Payment will not be payable where the referral:
- 5.9.1 cannot be verified through our records;
  - 5.9.2 results from fraudulent, misleading, unauthorised or prohibited activity;
  - 5.9.3 does not meet the requirements of this Agreement or Schedule 1;
  - 5.9.4 is made during a period of suspension or after termination;
  - 5.9.5 results in a policy purchased through a third-party aggregator, including a price comparison website;
  - 5.9.6 does not represent a genuine customer introduction.
- 5.10 **Referral records.** Our referral tracking records will determine whether a referral qualifies for payment and will be treated as the definitive record unless there is clear evidence of an error.
- 5.11 **Changes to referral methods.** We may update, replace, suspend or withdraw any referral method, referral link, referral code or tracking technology at any time. Where reasonably practicable, we will provide notice of material changes.

## **6. Consumer Protection and Data Protection**

- 6.1 Members must act honestly, fairly and in good faith and must not engage in activity that is misleading, unfair or likely to cause customer harm.
- 6.2 Each party must comply with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- 6.3 Members must not collect, process, store or transmit personal data on behalf of Collingwood unless expressly authorised by us in writing.
- 6.4 Members have no right to access or receive information about a customer's quotation, application or policy, even where the customer used the Member's referral link or code. Any policy specific query must be raised directly by the customer with Collingwood.
- 6.5 If a Member receives personal data relating to a customer or prospective customer in error, the Member must notify us promptly and securely delete the information where legally permitted.

- 6.6 Members must comply with all applicable laws, regulations and advertising requirements when participating in the Network.
- 6.7 A material breach of this section may result in suspension or termination of membership of the Network.

## **7. Marketing and Brand Standards**

- 7.1 Members may only use marketing materials, referral links, logos, branding and promotional content approved or provided by Collingwood.
- 7.2 Members must comply with the Marketing and Social Media Standards in Schedule 2 and any reasonable brand or promotional requirements notified by us.
- 7.3 All communications promoting Collingwood, the Network or our products and services must be lawful, accurate, clear, fair and not misleading;
- 7.4 Members must not use Collingwood's name, branding or materials in connection with content that is unlawful, offensive, discriminatory, defamatory or likely to damage the reputation of Collingwood or the Network.
- 7.5 We may require a Member to amend or remove non-compliant promotional content. The Member must comply promptly with our request.

## **8. Referral Payments**

- 8.1 Subject to the terms of this Agreement, Members may be eligible to receive Referral Payments for qualifying referrals.
- 8.2 Referral Payments will be calculated and paid in accordance with Schedule 1.
- 8.3 No Referral Payment shall be payable unless the referral meets the qualifying requirements set out in this Agreement and Schedule 1.
- 8.4 We may withhold, reduce or recover Referral Payments where we reasonably believe that a referral:
  - 8.4.1 does not qualify for payment;
  - 8.4.2 was generated through prohibited activity;
  - 8.4.3 breaches this Agreement; or
  - 8.4.4 creates legal, regulatory or reputational risk.
- 8.5 Members are responsible for ensuring that payment details provided to Collingwood remain accurate and up to date
- 8.6 Referral Payments do not create any employment, agency, partnership or joint venture relationship between the parties.

## **9. Term and Termination**

- 9.1 This agreement begins when we accept your application to join the Network and continues until terminated.
- 9.2 Either party may terminate this agreement by giving 30 days' written notice.
- 9.3 We may suspend or terminate membership immediately where:
  - 9.3.1 a Member breaches this Agreement;
  - 9.3.2 a Member fails eligibility or verification checks;
  - 9.3.3 we identify legal, regulatory or reputational concerns; or
  - 9.3.4 continued participation may cause harm to customers, Collingwood or the Network.

- 9.4 Upon termination, the Member must immediately cease using all referral links, marketing materials, logos, branding and other Network materials and, where requested by Collingwood, permanently delete or return such materials.
- 9.5 Referral Payments will only be made for qualifying referrals generated before termination and otherwise eligible under this Agreement.

## **10. Intellectual Property**

- 10.1 All intellectual property rights in the Network, referral links, branding, logos, marketing materials and other materials supplied by Collingwood remain the property of Collingwood or its licensors.
- 10.2 During membership of the Network, we grant Members a limited, non-exclusive, revocable and non-transferable licence to use approved Network materials solely for participation in the Network.
- 10.3 Members must not modify, copy, adapt or create derivative works from our materials unless expressly authorised by Collingwood.
- 10.4 Members must not register or attempt to register any trade mark, domain name or other right that may cause confusion with the Collingwood brand or Network.
- 10.5 Members must cease using all Collingwood intellectual property immediately upon termination of the Agreement.

## **11. Liability**

- 11.1 Nothing in this Agreement limits or excludes liability where it would be unlawful to do so, including liability for:
- 11.1.1 death or personal injury caused by negligence;
  - 11.1.2 fraud or fraudulent misrepresentation;
  - 11.1.3 any liability that cannot legally be limited or excluded.
- 11.2 Collingwood shall not be liable for any indirect, consequential or special loss arising from participation in the Network, including loss of revenue, profits, business opportunity, goodwill or reputation.
- 11.3 Collingwood does not guarantee:
- 11.3.1 any minimum number of referrals;
  - 11.3.2 any minimum level of Referral Payments;
  - 11.3.3 uninterrupted availability of referral links, websites or Network systems;
  - 11.3.4 that participation in the Network will result in any particular commercial outcome.
- 11.4 Members are responsible for ensuring that their participation in the Network complies with applicable laws, regulations and this Agreement.
- 11.5 Each party is responsible for its own acts, omissions and business activities.
- 11.6 Members shall be responsible for any loss suffered by Collingwood as a result of the Member's breach of this Agreement, negligent acts or unlawful conduct.

## **12. General Terms**

- 12.1 We may make reasonable changes to the Network, this Agreement, the Schedules or any Network guidance from time to time. Where a change materially affects Members, we will provide reasonable notice. Continued participation in the Network following notification of a change will constitute acceptance of that change.
- 12.2 Members may not assign, transfer or otherwise deal with any rights or obligations under this Agreement without our prior written consent. We may assign, transfer or otherwise deal with our rights and obligations under this Agreement at any time

- 12.3 This Agreement and its Schedules constitute the entire agreement between the parties relating to the Network.
- 12.4 If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 12.5 Any failure or delay by either party to exercise a right or remedy shall not constitute a waiver of that right or remedy.
- 12.6 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from or in connection with this Agreement.
- 12.7 Acceptance of this Agreement by electronic means, including through the Network registrations process, shall have the same legal effect as a handwritten signature.
- 12.8 Nothing in this Agreement creates a partnership, joint venture, employment relationship or agency relationship between the parties. Each party acts as an independent business in its own right.

## 13. Schedule 1: Referral Payments

### 13.1 Qualifying Referrals

A Referral Payment will only be payable where:

- the referral can be attributed to the Member through Collingwood's referral tracking records;
- the customer purchases an eligible learner driver insurance policy using an approved referral method;
- payment by the customer has been received and cleared by Collingwood;
- the applicable cancellation or cooling off period has expired without cancellation.

Referral Payments are payable only on new business unless otherwise agreed by Collingwood in writing.

### 13.2 Referral Payment Rates

Subject to the terms of the Agreement and this Schedule, Referral Payments shall be paid as follows:

| Policy Type                                  | Referral Payment |
|----------------------------------------------|------------------|
| 2 to 7 day learner driver policy             | £10.00           |
| All other qualifying learner driver policies | £20.00           |

### 13.3 Payment Process

- Referral Payments will be calculated monthly in arrears.
- Qualifying Referral Payments will be included in the next monthly payment run after the applicable cancellation or cooling off period has ended.
- Payments will be made to the bank account details held on file by Collingwood.
- Members are responsible for ensuring that their bank account and payment details remain accurate and up to date

### 13.4 Referral Payments Not Payable

Referral Payments will not be payable where:

- the referral cannot be verified through Collingwood's records;
- the policy is cancelled before the expiry of the applicable cancellation or 14 day cooling-off period;
- the referral results from fraudulent, misleading, prohibited or unauthorised activity;
- the referral is generated during suspension from the Network;
- the referral is generated after termination of the Agreement;
- the referral does not otherwise satisfy the requirements of the Agreement

### 13.5 Termination

Referral Payments will not be payable in respect of referrals generated after termination of the Agreement.

- Referral Payments earned prior to termination will remain payable provided:
- the referral otherwise qualifies for payment under this Schedule; and
- the relevant policy is not cancelled during the applicable cancellation or cooling-off period.

Collingwood may withhold final payment for a reasonable period to verify eligibility and payment accuracy.

### 13.6 Tax

Members are responsible for any tax, VAT, National Insurance contributions or other liabilities arising from Referral Payments received under the Network.

### 13.7 Changes to Referral Payments

Collingwood may amend the Referral Payment rates or payment arrangements set out in this Schedule by providing reasonable notice to Members.

## **14. Schedule 2 – Marketing and Social Media Standards**

### **14.1 Purpose**

This Schedule sets out the marketing, social media and promotional standards that apply to Members participating in the Network.

Members are encouraged to promote the Network and Collingwood's products and services using their own communication channels, provided they comply with the Agreement and this Schedule.

### **14.2 General Marketing Standards**

All marketing and promotional activity must be:

- lawful;
- honest, clear and not misleading;
- consistent with good customer outcomes;
- undertaken in a manner that protects the reputation of Collingwood and the Network;
- compliant with any reasonable guidance issued by Collingwood.

Members remain responsible for all content they publish, distribute or promote.

### **14.3 Social Media and Online Content**

- Members may use websites, social media platforms, video channels, podcasts, live streams and other digital communication channels to promote the Network.
- Members do not require prior approval from Collingwood for routine social media activity, provided that the content complies with this Agreement and this Schedule.
- Members must not present personal opinions, commentary or content as being the views of Collingwood.
- Members must not create the impression that they are employed by, authorised by, or acting as a spokesperson for Collingwood.

### **14.4 Prohibited Content**

Members must not use Collingwood's name, branding, referral links, promotional materials or their participation in the Network in connection with content that:

- is unlawful;
- is intentionally misleading or deceptive;
- promotes violence, hatred or discrimination;
- is racist, sexist, homophobic, transphobic, discriminatory or otherwise offensive towards protected groups;
- promotes extremist organisations, ideologies or activities;
- contains sexually explicit material;
- is defamatory, abusive, harassing or threatening;
- may reasonably be expected to bring Collingwood or the Network into disrepute; or
- otherwise conflicts with the values and reputation of Collingwood.

### **14.5 Political and Campaigning Activity**

Members may hold and express personal political views in a personal capacity. However, Members must not:

- suggest that Collingwood supports or opposes any political party, politician, campaign or cause;
- use Collingwood branding, promotional materials or referral activity in connection with political campaigning;
- represent personal political opinions as being those of Collingwood;
- use the Network primarily as a platform for political campaigning or activism.

#### 14.6 Professional Conduct

Members must not use their participation in the Network in connection with activity that may reasonably damage the reputation of Collingwood, the Network, its customers or business partners.

#### 14.7 Insurance Products and Customer Communications

Members must only use product information, descriptions and promotions that have been approved or supplied by Collingwood.

Members must not:

- provide insurance advice or recommendations;
- make statements about policy coverage, exclusions or suitability unless those statements are contained within approved Collingwood materials;
- guarantee acceptance, prices, discounts or insurance outcomes; or
- make claims that cannot be substantiated.

#### 14.8 Search Engine Marketing

Members must not bid on or purchase advertising using:

the Collingwood name;

- Collingwood trademarks or trading styles;
- Collingwood website domains; or
- confusingly similar search terms intended to divert traffic from Collingwood.

Members must not promote referral codes or offers through paid search advertising without Collingwood's prior written approval.

#### 14.9 Artificial Intelligence ("AI") and Generated Content

Members may use AI tools to assist in the creation of marketing, social media or promotional content, provided that:

- the content complies with the Agreement and this Schedule;
- the Member reviews the content before publication;
- the content is accurate, clear and not misleading;
- the content does not provide insurance advice or recommendations;
- the content does not incorrectly describe Collingwood's products, services or eligibility requirements; and
- the Member remains solely responsible for all content published using AI tools.

Members must not rely solely on AI generated content where doing so may result in inaccurate, misleading or inappropriate communications relating to Collingwood, the Network or our products and services.

Collingwood may require a Member to amend or remove AI generated content where it does not comply with the Agreement or this Schedule.

#### 14.10 Removal Requests

Collingwood may require a Member to amend or remove content that does not comply with the Agreement or this Schedule.

Members must comply with any such request within a reasonable timeframe.

#### 14.11 Breach of this Schedule

A breach of this Schedule may result in:

- withdrawal of marketing permissions;

- suspension from the Network;
- withholding of Referral Payments; and/or
- termination of the Agreement.