

Partner Success Agreement

Parties

1. AfterLife Technologies Ltd, a company incorporated in England and Wales with company number 16891284, whose registered office is at Studio 6, 43 Queen Street, Colchester CO1 2PQ (AfterLife).
2. The business named as the Partner in Schedule 1 (the Partner).

Background

(A) AfterLife runs a bereavement marketplace and support service. It helps families through everything that follows a death and introduces them to vetted local suppliers.

(B) The Partner provides the services described in Schedule 1. It wishes to be listed on the AfterLife marketplace and to receive introductions to families.

(C) Joining is free. The Partner pays AfterLife only when an introduction results in work that the family has paid for.

1. Definitions

In this agreement:

- Attribution Window means 12 months from the date of an Introduction, or 24 months where the family came to AfterLife to plan ahead before a death.
- Contract Year means each period of 12 months starting on the date this agreement starts, or on an anniversary of that date.
- Eligible Value means the amount a family pays the Partner for Related Work, excluding VAT, pass-through costs agreed in Schedule 1 (such as third-party fees paid on the family's behalf) and any refunds.
- Family means a person or household that uses AfterLife's services, including anyone acting for them.
- Introduction means a Family's first contact with the Partner through AfterLife: through the marketplace, a tracked link or telephone number, an AfterLife email address, or a handover from AfterLife's team. Each Introduction is logged with an Introduction ID.
- Partner Schedule means Schedule 1, as updated from time to time under clause 7.

- Related Work means (a) the booking or instruction a Family makes as a result of an Introduction, with any additions to it, and (b) any further booking or instruction by the same Family arising from the same death or, where the Family came to AfterLife to plan ahead, from the same planned arrangements.
- Success Fee means the fee payable under clause 6.
- Trade Schedule means Schedule 2, which sets out the fee basis for each trade.

2. Start and length

2.1 This agreement starts on the date AfterLife accepts it under clause 17 and continues until it is ended under clause 14.

2.2 The Partner's listing goes live once AfterLife has completed its vetting checks under clause 4.1.

2.3 This agreement does not cover regulated financial services, such as advice on investments, pensions, insurance or inheritance tax planning given by a firm authorised by the Financial Conduct Authority. A firm that offers those services to Families joins AfterLife for them under AfterLife's Partner Subscription Agreement for regulated firms.

3. What AfterLife does

3.1 AfterLife will:

- (a) list the Partner on the AfterLife marketplace for the areas set out in Schedule 1, free of charge;
- (b) pass Introductions to the Partner, logged with an Introduction ID;
- (c) give the Partner access to a partner dashboard to record the progress of each Introduction; and
- (d) provide AfterLife literature that the Partner may give to its own clients under clause 5.

3.2 AfterLife does not promise any number of Introductions or any amount of work. There is no exclusivity and no limit on the number of partners in any area or trade. AfterLife is paid only for work it delivers. If no work results, the Partner has had its listing free of charge.

3.3 The order in which partners are shown to families does not depend on the Success Fee a partner pays.

4. What the Partner does

4.1 The Partner will give AfterLife the information it needs to vet the Partner, including evidence of insurance, relevant qualifications and memberships, and out-of-hours arrangements where they apply. The Partner will tell AfterLife promptly if any of this changes.

4.2 The Partner will:

- (a) respond to each Introduction within one working day;
- (b) treat every Family with care, honesty and sensitivity;

- (c) charge Families introduced by AfterLife no more than it charges its other customers for the same work;
- (d) contract directly with the Family, and remain solely responsible for the work it provides; and
- (e) keep its listing information accurate and up to date.

4.3 The Partner confirms that it is an independent firm: not a branch, franchise, trading name or subsidiary of a national chain or conglomerate-owned group operating in its trade. AfterLife decides eligibility on the facts of each application, using reasonable judgement, and may decline a firm that does not meet this requirement.

4.4 If the Partner is acquired by, merges into or becomes part of a national chain or conglomerate-owned group operating in its trade, it will tell AfterLife in writing within 14 days of completion. The Partner's listing continues for up to 90 days from that notice, after which AfterLife will remove the listing and this agreement will end; clause 4.3 then applies. A change of ownership that does not make the Partner part of such a group (a sale to another independent, a family succession or a management buy-out) needs the same notice, and AfterLife may repeat its vetting before continuing the listing.

5. Passing clients to AfterLife (optional)

5.1 The Partner may, if it wishes, give AfterLife literature to the families it serves and, with a family's consent, pass their contact details to AfterLife so that AfterLife can offer its aftercare and Concierge services. This is an opportunity, not an obligation. The Partner is under no duty to pass any client to AfterLife.

5.2 No fee is payable by either party for passing a client to AfterLife.

5.3 AfterLife will contact a family passed to it only with that family's consent, and will tell the family where their details came from.

5.4 The Partner's own existing clients never attract a Success Fee from the Partner, whether or not they are passed to AfterLife.

6. The Success Fee

6.1 The Partner will pay AfterLife a Success Fee on the Eligible Value of all Related Work that a Family instructs within the Attribution Window. Work for the same Family that is not Related Work does not attract a Success Fee.

6.2 The rate of the Success Fee is the rate agreed with the Partner and written into the Partner Schedule. The basis is the one written into the Partner Schedule or, if none is written there, the basis for the Partner's trade in the Trade Schedule.

6.3 The Success Fee becomes due when the Partner receives payment from the Family. Where a Family pays a deposit and a balance, the Success Fee is due on each payment.

6.4 No Success Fee is payable on:

(a) work for a person who was already the Partner's client before the Introduction, or who had already contacted the Partner about the same work; or

(b) any amount the Partner refunds to the Family.

6.5 The same rate applies however the Family made contact, so that nobody has a reason to steer a Family one way or another.

7. Fixed rate for each Contract Year

7.1 The rate and basis of the Success Fee in the Partner Schedule are fixed for each Contract Year. Neither party can change them during a Contract Year.

7.2 AfterLife may set a different rate or basis for the next Contract Year by giving the Partner written notice at least 30 days before the current Contract Year ends. If AfterLife gives no notice, the same rate and basis continue for the next Contract Year.

7.3 If the Partner does not accept a new rate or basis, it may end this agreement by written notice taking effect at the end of the current Contract Year. Otherwise, the new rate or basis applies from the start of the next Contract Year, and AfterLife will send the Partner an updated Partner Schedule.

7.4 A rate or basis applies to Introductions made during the Contract Year in which it applies. Introductions made earlier stay at the rate that applied when they were made, for the whole of their Attribution Window.

8. Reporting

8.1 The Partner will update each Introduction on the partner dashboard within seven days of any change in its status: contacted, quoted, instructed, lost, completed or paid.

8.2 For paid work, the Partner will record the invoice reference, the Eligible Value, the VAT, any agreed exclusions, any refund and the date paid.

9. Statements and payment

9.1 AfterLife will send the Partner a statement each month, in arrears, showing the Success Fee due on payments the Partner received in the previous month.

9.2 The Partner will pay each statement within 14 days, by bank transfer to the account in Schedule 1, quoting its partner reference. VAT will be added to the Success Fee where it applies.

9.3 If a statement is unpaid 30 days after it was issued, AfterLife may suspend the Partner's listing. If it is unpaid after 60 days, AfterLife may remove the listing and end this agreement. AfterLife may also claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

10. Records and checks

10.1 The Partner will keep records of all work for Families introduced by AfterLife for at least two years.

10.2 AfterLife may ask a Family once to confirm whether it instructed the Partner and what it paid. It may also ask the Partner for reasonable evidence supporting any statement.

10.3 If a check shows that the Partner has under-reported Eligible Value by more than 5% in any month, AfterLife will tell the Partner in writing what the check found and the Partner will pay the Success Fee due on the difference. If the Partner has not corrected the error by an amended statement within 14 days of that notice, it will also pay AfterLife's reasonable costs of the check.

11. Families' personal data

11.1 Each party is a separate controller of the personal data it receives and will comply with UK data protection law.

11.2 AfterLife will pass a Family's details to the Partner, and the Partner will pass a family's details to AfterLife, only with that family's consent. Each party will use those details only to provide the services the family asked about, and will keep them secure.

12. Information for families

AfterLife tells families, wherever partners are shown, that it may receive a fee from a supplier they appoint and that fees do not decide the order in which suppliers appear. The Partner will not tell a Family anything that contradicts this.

13. Names and logos

Each party may use the other's name and logo only to show that the Partner is an AfterLife partner, and only in line with any reasonable guidelines the other gives.

14. Ending this agreement

14.1 Either party may end this agreement at any time by giving the other 30 days' written notice.

14.2 Either party may end this agreement immediately by written notice if the other commits a serious breach of it and, where the breach can be put right, does not put it right within 14 days of being asked to.

14.3 When this agreement ends, AfterLife will remove the Partner's listing. The Success Fee remains payable only on Related Work confirmed before the end date, and on Related Work arising from Introductions made before the end date and confirmed within their Attribution Window. Clauses 8 to 11 continue to apply to that work.

15. Responsibility and liability

15.1 The Partner is responsible for the goods and services it provides to Families. It will indemnify AfterLife against any claim by a Family to the extent that the claim arises from the negligence, breach of this agreement or wrongdoing of the Partner, its staff or its subcontractors.

15.2 Each party's total liability to the other under this agreement in any year is limited to the Success Fees the Partner paid in the previous 12 months. This limit does not apply to Success Fees or other sums due under this agreement.

15.3 Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

16. General

16.1 This agreement, including its Schedules, is the entire agreement between the parties about its subject.

16.2 Apart from changes under clause 7, no change to this agreement is effective unless it is in writing and agreed by both parties. Agreement may be given by signature, by electronic signature or by email.

16.3 Neither party may transfer its rights under this agreement without the other's written consent, except that AfterLife may transfer them to another company in its group or to a buyer of its business.

16.4 Nothing in this agreement creates a partnership, joint venture or agency between the parties.

16.5 A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

16.6 Notices must be in writing and sent by email or post to the addresses in Schedule 1, or, for AfterLife, to partners@afterlifetechnologies.co.uk.

16.7 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

17. Signing and acceptance

17.1 This agreement may be signed electronically. The Partner signs it by accepting it at the link AfterLife sends, by typing its name or drawing its signature, or by signing a paper copy.

17.2 AfterLife accepts this agreement by activating the Partner's listing after the vetting checks in clause 4.1, and will confirm the date of acceptance to the Partner in writing. No separate signature by AfterLife is needed.

17.3 AfterLife keeps a record of who signed for the Partner, the date and time, the method used and the version of the agreement signed, and will give the Partner a copy on request.

Schedule 1: Partner Schedule

Completed for each Partner and issued with its agreement.

Partner (legal name, company number, registered address)
Trading name and address for notices
Contact for introductions (name, email, telephone)
Trade (from Schedule 2)
Areas served
Success Fee rate (agreed with the Partner)
Basis, if different from Schedule 2
Agreed pass-through costs
AfterLife bank account for statements
Partner reference
Contract Year starts

Schedule 2: Trade Schedule

The basis of the Success Fee for each trade, unless the Partner Schedule says otherwise. “Eligible Value” has the meaning in clause 1.

TRADE	BASIS
Ash scattering services	Eligible Value received
Auction houses	The auction house's fees and commission charged to the family (not the sale price)
Care home placement consultants	The consultant's fee to the family
Celebrants (humanist, civil, interfaith)	Eligible Value received
Children's bereavement specialists	Fees for the first 8 weeks of sessions
Coffin makers (wicker, eco, bespoke)	Eligible Value received
Crematoria	Eligible Value received
Digital safe and will storage services	Eligible Value received
Direct cremation providers	Eligible Value received
Domiciliary and live-in care providers	Charges for the first 8 weeks of care
Embalming specialists	Eligible Value received
Estate clearance specialists	Eligible Value received
Florists	Eligible Value received
Funeral catering and wakes	Eligible Value received
Funeral directors (full service)	Eligible Value received
Funeral musicians	Eligible Value received
Funeral photographers	Eligible Value received

TRADE	BASIS
Funeral transport (limousines, additional hearses)	Eligible Value received
Funeral videographers and livestream operators	Eligible Value received
Garden maintenance for empty property	Charges for the first 8 weeks of the arrangement
Home care agencies	Charges for the first 8 weeks of care
House clearance, removal and storage	Eligible Value received
Inheritance tax planning and trust services	Eligible Value received
Kennels and catteries	Eligible Value received
Locksmiths (securing empty property)	Eligible Value received
Memorial benches, trees and plaques	Eligible Value received
Memorial jewellery and cremation art	Eligible Value received
Memorial masons	Eligible Value received
Natural and woodland burial grounds	Eligible Value received
Order-of-service printers	Eligible Value received
Pet rehoming agencies	Eligible Value received
Private bereavement counsellors	Fees for the first 8 weeks of sessions
Private cemeteries	Eligible Value received
Probate accountants	Eligible Value received
Probate genealogists	Eligible Value received
Repatriation specialists	Eligible Value received

TRADE	BASIS
RICS chartered surveyors (probate valuations)	Eligible Value received
Wake venues (pubs, hotels, function rooms)	Eligible Value received
Will writers and Lasting Power of Attorney drafters	Eligible Value received

Execution

Signed for and on behalf of AFTERLIFE TECHNOLOGIES LTD

Signature:

Name: Deirdre Austin

Position: Chief Executive Officer

Date:

Signed for and on behalf of the PARTNER

Signature:

Name:

Position:

Date: