



Partner programme

Leaving you time for what really matters

Word of Mouth is important.

Choosing a new system can have significant implications for an organisation. Many of our new customers start using Lamplight because they have been told about it by a colleague at another organisation. This means a lot to us and so we have set up the Partner Programme for Lamplight customers. We want to say thank you when you do suggest Lamplight.

How it works

For every organisation that signs up to Lamplight for three months or more on your recommendation we will make a one-off credit to your account to say thank you.

Credit will be twice the monthly hosting fee of the new sign up – a minimum of £30. Payments will be made three months after they sign up, by bank transfer, and we'll send you a regular account showing payments due and made.

Lamplight is a powerful web-based management system for charities. It is flexible, easy to use, and secure, with packages to suit any budget.

Our partner programme is an open, straightforward agreement to thank you when you recommend Lamplight.

If you'd like to join our Partner Programme, please give Clare a call on **020 7558 8793**.



Principles of the Partner Programme

Word of mouth only means something if it is free and honest. We believe the following principles are vital to the programme.

Transparency. We, and you, will be completely open about the Partner Programme.

No exclusivity. We realise that Lamplight may not be right for everyone. We don't want to stop you from suggesting whatever system you think best in the circumstances – whether that's Lamplight or not.

No requirements. We don't expect or require you to do anything at all – whether and how you suggest Lamplight is up to you.

What we'll do

We will send you a simple legal agreement and we'll need your bank details so that we can make payments to you. We will keep you informed of developments at Lamplight, and provide you with a demo account login or telephone walk-through if you've got any questions about the system.





Leaving you time for what really matters

THIS AGREEMENT is entered into between Lamplight Database Systems Ltd (company number 5184376) with its registered office and principal place of business at Room 306, Macmillan House, Paddington Station, London W2 1FT ("Lamplight") and you, the partner wishing to introduce customers to Lamplight ("you").

Lamplight Database Systems Limited
Room 306, MacMillan House, Paddington, London W2 1FT
T: 020 7558 8793 E: enquiries@lamplightdb.co.uk W: www.lamplightdb.co.uk
Company registered in England & Wales no. 5184376. VAT number 107 2753 30.

Partner programme - Agreement

1. DEFINITIONS

In this Agreement, unless the context requires otherwise, the following expressions have the meanings ascribed to them:

"Agreement" means the provisions of this agreement, the attached Schedule and any Customer Forms relating to Customers provided by you from time to time.

"Commencement Date" means the date specified in the Schedule.

"Commission Payment" means, unless otherwise stated in the Schedule, a sum equivalent to the first two months' basic hosting fee (excluding VAT) paid by that Customer to Lamplight.

"Customers" means any customers and/or prospects introduced to Lamplight pursuant to this Agreement and which enter into an agreement with Lamplight for the envisaged services and

"Customer Forms" means the standard form (as agreed and as amended from time to time) containing the Customer's details which you must submit to Lamplight where possible.

"Fees" means Lamplight's fees payable by Customers for the services from time to time.

"Initial Term" means the period specified in the Schedule, failing that it shall be twelve months.

2 RESPECTIVE OBLIGATIONS

- 2.1 You agree to promote and market Lamplight's services and products in good faith and to be bound by the terms of this Agreement generally.
- 2.2 Lamplight may verify whether or not new Customers have been properly introduced by you under this Agreement, in which case Lamplight will accept that Customer irrespective of whether or not you have supplied the Customer Form, but may nonetheless still ask you to provide the appropriate Customer Form.
- 2.3 For each introduction to Lamplight you will receive a Commission Payment subject to the following:
 - 2.3.1 Lamplight in its sole option must accept each introduction as a Customer and appropriate contracts must be concluded between Lamplight and the Customer,
 - 2.3.2 each Customer must continue to use and have paid for the service provided by Lamplight for at least three months, and
 - 2.3.3 no notice of termination has been given by the Customer prior to the end of that three month period.
- 2.4 If you introduce a prospective customer who is already a customer or prospective customer of Lamplight then a Commission Payment shall not be payable for that introduction.
- 2.5 If a prospective customer is properly introduced prior to the termination of this Agreement and becomes a Customer subsequent to and within three months of such termination such that a Commission Payment would otherwise have been due to you then provided that Lamplight has not terminated this Agreement as a result of your material breach the Commission Payment shall still be due and payable to you for that Customer.

3 PAYMENT TERMS

- 3.1 At the end of each calendar month Lamplight shall provide you with a list of contracts concluded with Customers for which a Commission Payment is due. Lamplight shall only be required to pay the Commission Payments when you submit a valid invoice to Lamplight for the amounts due to you.
- 3.2 If any sum due under this Agreement are not paid by the due date then the payee reserves the right, without prejudice to any other right or remedy it may have, to charge interest on any unpaid monies due at the rate stipulated by The Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time from the date the payment became due until it is paid.

4 CONFIDENTIALITY AND TRANSPARENCY

- 4.1 Each party will treat as confidential all information obtained from the other party and any prospective customers or Customers under or in connection with this Agreement which is designated as confidential by the other party or which is by its nature clearly confidential. The receiving party will not disclose such confidential information to any person (except only to those employees, agents, sub-contractors, suppliers and other representatives who need to know it) or use such confidential information for purposes other required under this Agreement.
- 4.2 This clause will not extend to information which:
 - 4.2.1 was in the possession of the receiving party (with full right to disclose) before receiving it; or
 - 4.2.2 is already or becomes public knowledge (otherwise than as a result of a breach of this clause); or
 - 4.2.3 is independently developed by the receiving party without access to or use of such information.

4.3 Each party will ensure that all persons to whom it discloses the confidential information of the other party are aware prior to disclosure of the confidential nature of the information and that they owe a duty of confidence to the other party. These obligations of confidentiality will survive termination of this Agreement.

4.4 The parties agree that they may each publicly refer to each other as business 'partners' and may disclose the nature and contents of this Agreement to any prospective and actual Customers. Nothing in this Agreement shall imply or confer any exclusivity in relation to each other or any Customers.

5 **LIMITATION OF LIABILITY**

5.1 Neither party shall limit its liability for death or personal injury or any claims arising from that party's fraud.

5.2 Lamplight excludes all liability to the greatest extent permitted by law in contract, tort (including negligence), breach of statutory duty or otherwise for indirect losses, claims, damages, expenses or proceedings; goodwill or reputation; special incidental or consequential loss or damage; loss of profits; and wasted management time incurred or suffered by you either directly or indirectly in connection with this Agreement.

5.3 In all other instances Lamplight's total liability in aggregate shall be limited to no more than 150% of the Commission Payments paid by Lamplight in the six month period immediately preceding the claim first arises.

5.4 You acknowledge and agree that the allocation of risk contained in this clause 5 is reflected in the Commission Payments. You acknowledge that you are entitled to negotiate the amount of any limit on Lamplight's liability under the Agreement and you have elected (unless other limits are agreed by Lamplight) to accept the limitations in this Clause 5.

6 **TERMINATION**

6.1 Unless specified otherwise in the Schedule, either party may terminate this Agreement at the end of the Initial Term by giving at least 30 day's prior written notice thereof, failing which this Agreement shall automatically renew for further periods of twelve months. After the Initial Term notice to terminate can be given by either party at any time by giving not less than 30 day's prior written notice thereof.

6.2 Either party may terminate this Agreement immediately on giving notice in writing to the other party if the other party:

6.2.1 commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed within 30 days after the receipt of a request in writing from the first party to do so, to remedy the breach,

6.2.2 shall convene any meeting of creditors or pass a resolution for winding up or suffer a petition for winding up; or

6.2.3 shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or

6.2.4 being an individual commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors.

6.3 Termination of this Agreement howsoever caused shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination and for the avoidance of doubt clauses 2.5 and 4, without limitation, shall survive termination of this Agreement.

7 ANCILLARY PROVISIONS

7.1 **Assignment:** You may not assign this Agreement or any benefits or interests arising under it without the prior written consent of Lamplight save that you will be entitled to assign the entire benefit of the Agreement (but not part thereof) to any company which is from time to time a holding company or a subsidiary of yours or a subsidiary of any such holding company (as those expressions are defined in s1155 of the Companies Act 2006) for so long as they remain as such subject to such company entering into a written undertaking with Lamplight to comply with this Agreement and provided that such company is not a direct competitor of Lamplight.

7.2 **Agency:** Neither party shall be nor shall it be deemed to be an agent of the other party and neither party shall represent itself as such.

7.3 **Notices:** Any notice required to be given under this Agreement by either party must be in writing and in the English language, and may be delivered either personally or by first class recorded delivery post in the United Kingdom and in the case of the latter will be deemed to have been received 3 working days after the date of posting. Notices will be delivered to the principal place of business of either party or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement.

7.4 **Severability:** If any of the provisions or part of a provision of this Agreement is judged to be illegal or unenforceable, the remainder will continue in full force and effect unless the substantive purpose of this Agreement would be frustrated by this, in which case either party may terminate this Agreement forthwith on giving written notice to the other. Where any provision of this Agreement is deemed unenforceable under any applicable local laws, then the offending part shall be deemed excised from this Agreement and replaced by equivalent provisions with the same effect to the fullest extent possible and permitted by such local laws.

7.5 **Waiver:** No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

7.6 **Third parties:** Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by any person (including without limitation any End Users) who is not specifically named at the date of this Agreement as a party to it or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee for the benefit of a third party.

7.7 **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. You acknowledge that no reliance is placed on any representation made but not embodied in this Agreement. Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by persons authorised on behalf of both parties.

7.8 **Fraudulent misrepresentation:** Nothing in this Agreement shall seek to exclude any liability for fraudulent misrepresentation. Except in the case of fraudulent misrepresentation, the only remedy available in respect of any misrepresentation or untrue statement made to either you or us shall be a claim for breach of contract.

7.9 **Interpretation:** Headings have been included for convenience only and shall not be used in construing any provision herein.

7.10 **Governing law and disputes:** This Agreement shall be subject to English law and to the non-exclusive jurisdiction of the English courts. Any dispute which may arise between the parties concerning this Agreement shall in the first instance be referred to the senior management of both parties who shall use their best endeavours to attempt to resolve the dispute within 14 days of such dispute arising.

Schedule to the Lamplight Partner Programme Agreement

Between:

- (1) Lamplight Database Systems Ltd, and
(2) _____ (name),
_____ (address) ("you").

This Schedule together with the Partner Programme Agreement terms to which it is attached or referred forms the agreement between the parties.

1. Commencement Date:
2. Initial Term: 12 months
3. Additional terms: *none*

Signed for and on behalf of
Lamplight Database Systems
Limited by

(Signed)

(Name)

Signed for and on behalf of
You by

(Signed)

(Name)

Lamplight Partner Programme
Customer Form

Partner's Name: _____

Customer's Details:

Name: _____

Address: _____

Contact name: _____

Telephone: _____

Email: _____

Proposed commencement date: _____

Lamplight Partner Programme
Customer Form

Partner's Name: _____

Customer's Details:

Name: _____

Address: _____

Contact name: _____

Telephone: _____

Email: _____

Proposed commencement date: _____





Leaving you time for what really matters

Impact

Lamplight enables you to collect and analyse your work, evaluations and outcomes data to best demonstrate the impact that your organisation is having.

Communication

Effortlessly stay in touch with service users, funders, contacts, commissioners, partners and consortia. Produce detailed reports at the click of a button or share data with partners.

Efficiency

Maintain meticulous case files, streamline your administration and manage your own system. Your data, your way, in your own time.

Lamplight is used nationwide and across the sector by organisations of all sizes. It is designed to grow and change as you need it to. The core system can be added to with a wide range of specialized modules and you can make the changes you need with the changing demands of funders and commissioners.

To find out more call us on **020 7558 8793** or visit our website **www.lamplightdb.co.uk**

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What we do...

**Demonstrate your impact,
improve your efficiency and
impress your funders**

Lamplight is a powerful web-based management system for charities. It is flexible, easy to use, and secure, with packages to suit any budget.

Have your data, your way. Switch on Lamplight.

Call us to arrange your demonstration on **020 7558 8793**.



Designed for the Voluntary sector

Build your package to suit you.

Lamplight don't charge per user but per "project". A **project** in Lamplight is a set of data that needs to be kept separate from another set of data. Smaller organisations may need only one project for all the services they run. Larger organisations may need several.

There is no limit to the number of records you can keep or users you can record.

All prices opposite exclude VAT



Price List

Core System: £15/month/project

Modules

Communications: £5/month/project

Publishing: £5/month/project

Evaluations: £5/month/project

Evaluations Direct: £5/month/project

Costing: £5/month/project

Staff Management: £10/month/project

Library: £5/month/project

Waiting Lists: £2.50/month/project

Charging: £5/month/project

Multi-media: £5/month/project

Implementation

Lantern: £1,130. Torch: £1,630. Spotlight: £2,950.

Chandelier: £4,950. Lighthouse £8,000.

Training

Training videos are available for all customers.

Onsite training: £825/day

Training course: £220/person/day

Extras:

Data Migration: £45/hour

Text messages: 2.5p – 10p per text, (depending on the quantity you buy)