



Ifitstuff Subcontracting Portal

'Installation Partner' Agreement



Ifitstuff Subcontracting Portal – ‘Installation Partner’ Agreement

Agreement between (a) IFITSTUFF LIMITED Company Reg Number 06597738

and (b)

Business name: _____

Address: _____

Company Reg: _____

Telephone: _____

I _____ certify that I am an authorised representative of the business named above and I have the necessary authority to enter into this agreement on it's behalf.

Agreement Principal

The full details of this agreement are broken down into sections (below), but the principal of this agreement is that you will conduct good, honest, honorable, respectable and ethical business practices with both us and our agents (who you carry out work for, using the 'Ifitstuff Subcontracting Portal' ifitSP). You will fulfil your obligations to the third parties and to Ifitstuff Limited in terms of communication, quality workmanship, reliability and providing and outstanding professional service to them.

1) Installation quality and service guidelines

The ifit-3SI handbook should be followed at all times as a guide of minimum installation standard and quality of service. If there are any issues that the ifit-3SI doesn't cover, then please contact us for the subject to be included in further revisions of the document (if appropriate).

You hereby agree that you and any of your employees have read, understand and agree to follow the ifit-3SI installer handbook when carrying out bookings made through the ifitSP.

2a) Non competition – You and ifitstuff

The Ifitstuff Subcontracting Portal is not an introduction agency; you hereby agree that once you have been contracted by an agent to carry out work for them through the ifitSP, that you will only use the ifitSP to do any future work for that agent (unless you are already carrying out work for that agent). If you are already carrying out work for that agent, then this should be declared to Ifitstuff before you book or put an offer in on that agent's job (this can be done by you emailing ifitSP@ifitstuff.com). It is not acceptable for you to approach an agent outside of the ifitSP to carry out more work for them after you have used the ifitSP to conduct business from that agent. Any such act of this (without our prior written consent) within 12 months of the last time that you have used the ifitSP to contract work from that business, will constitute a gross breach of the terms and conditions of this agreement.

2b) Non competition – You and the agent

When you are carrying out work for an agent, you are representing that agent's business and not your own business. You are not there to advertise your business, to hand out your own business cards or to book other work in with that customer, directly between you and them. By entering into this agreement you hereby agree that you will not do business directly with any customer that you meet, while carrying out bookings through the ifitSP unless you have our express written permission to do so.

3) Service

You are expected to provide the agent businesses who contract work to you through the ifitSP with exceptional service. We expect you to be reliable, have good communication skills with the agent and their customers, be professional, dress tidy, use a respectable clean vehicle, carry out installations with pride and quality workmanship and for you to be polite. Basically you to be a great ambassador for the agent's business. You should have a can do attitude and do what you can in order to get the job; which you are there to do (as long as it is safe and practical to do so). Job sheets are to be filled out and send back on the same day or within 24 hours and any parts left over from installations or from cancelled appointments should be send back to the agent in a timely manor and at a reasonable cost to them.

4) Cancellations

Any cancellation by you for whatever reason within 24 hours of the booking may result in the agent business charging you a cancellation fee of £25 or 20% of the booking amount (whichever is higher). If the agent changes the agreed job type or significantly changes the booking address or vehicle, then you will have the right to cancel the booking (and charge the cancellation fee described above; if it is within 24 hours of the booking). You can also charge the above cancellation fee if the agent cancels the booking within 24 hours of the appointment.

5) Payment terms

Payments are to be made to you strictly within 30 days of the installation date or your invoice date (unless otherwise agreed by us previously in writing). Payments for cancellations are to be paid within 30 days of your or the agents invoice date or the date of the booking which was cancelled. The amount that you agree to charge for an installation may be charged plus VAT (if you are VAT registered).

6) Your contract

When a booking becomes confirmed you are entering into a contract with the agent who has listed the booking. We will provide you with agent business's details, but you are entering into a contract with them directly, with you being responsible solely to them to carry out the work and them being responsible to you for payment. When a booking is confirmed, you also enter into a contract with Ifitstuff Limited, to pay the booking fee (that was agreed at the time of the booking). This fee must be paid to Ifitstuff Limited within 30 days of the installation taking place.

7) Confidential information

Some of the installations that you will carry out, will require you to install or read documentation of products that are prototypes, confidential or simply the sensitive intellectual property of the agents (or their suppliers). You must respect their privacy and not disclose their trade secrets to their competitors or anyone else. In addition to that sensitive information; the ifitSP code, functionality, design, data, user interface and the concept is the intellectual property and proprietary property of Ifitstuff Limited and your access to it is to be used with the strictest confidence; you must not show it to anyone who is not authorised to use it and you must not divulge your log in details with anyone.

You hereby agree that any trade secrets and confidential information that may be disclosed to you; is done so in the strictest of confidence and to be used only for the purposes of your business to carry out installations; which has been contracted to you through the ifitSP. That you or any member of your business (named in section b) shall not at anytime while using or

after you have had access to the ifitSP; disclose or divulge to others any such trade secrets, confidential information or any intellectual property or proprietary data belonging to Ifitstuff Limited or our agents (who you do business with), in violation of this agreement. This relates to anything outlined in this agreement or anything which you should reasonably consider to be confidential.

That upon the termination of this business arrangement (or as soon as it is no longer needed) you will return and /or dispose of the information appropriately and not withholding any copies of the information.

8) GDPR

By using the ifitSP, you will become a data processor for us and the agents who contract you to do installations for them. For this reason, it is of the utmost importance that you have adequate GDPR procedures and policy in place.

Please tick the box to confirm that you have signed the Ifitstuff GDPR Agreement V1.1 and that you have a suitable data protection policy and procedures in place.

9) Warranty of installation

The warranty you give with the installation is a 12-month warranty against defective installation for the labour only (if you have only supplied labour) or 12 month parts and labour warranty, if you have supplied the labour and the parts. However, a lifetime warranty should be offered for labour against defective workmanship and problems that have clearly arisen due to poor installation standards, poor installation practices and installer mistakes. The location of the warranty is either at the address that the installation was carried out or at a reasonable distance that you can travel to and at a similar day / time of the week that the original installation was carried out. The warranty and contract for the installation is directly between you and the agent who contracted the work to you; Ifitstuff does not warranty the parts or labour. If there is a problem after the installation, then you should be given the first opportunity to correct the problem. If you are not willing to or unable to do so then we or the agent will instruct another installation business to rectify the problem at a reasonable cost charged to you. The agent may pay this initially and then seek reimbursement for these costs from you, if it is proven that the problem was caused by you being at fault (and evidence, including pictures and a written report is obtained from the other installation business). Ifitstuff will not be liable for any of these costs, but we may suspend your business from using our service and /or show your negative feedback on your business if it is deemed appropriate by us,

10) Insurance

You must have suitable public liability insurance with service indemnity. For example: You must be covered if someone trips over your tool box, but also be covered if you cause damage to property or people because you fitted something incorrectly, or dripped solder on the dashboard, stopped the brakes from working on a car etc. Please also be careful to check that that your insurance policy covers the use of heat (i.e. a gas powered soldering iron). The amount that you are insured should be a minimum of £2,000,000, although some of our clients may require you to have £5,000,000 cover.

You hereby agree that you have adequate insurance in place that will cover any personal injury or property damage to vehicles or other property and that you will renew insurance cover without letting it lapse while carrying out work gained from the ifitSP.

We will need evidence of your insurance, so please send your certificate and any other relevant insurance paperwork to insurance@ifitstuff.com - Please also email insurance@ifitstuff.com if you need help with insurance and then we can put you in touch with our insurance provider partner who will be happy to offer you advice on insurance.

11) Our liability

11a) Technical information

Ifitstuff has a database of technical information that has been populated by our members over a period of time, whilst we may offer access to our technical information to you in order to assist the you in installations; we give no assurances to the quality or the validity of the information and offer no warranties at all with relation to the information. It is entirely your responsibility to determine the correct installation method, techniques and connection to the vehicle. Ifitstuff Limited will not be held liable in any way for a defective installation, defective product, vehicle or property damage, personal injury or death relating to information supplied by Ifitstuff or sourced using Ifitstuff.

11b) Business representation

Whilst we may give an indicator of status of a partner business by a credit rating, feedback, staff engineer points, business score, number of jobs completed, business attributers, skills, certifications, accreditations, approvals or any other way; we offer no assurances that the information is correct, factual or up to date. Ifitstuff will not be held liable for a business being misrepresented and for any financial loss or anything else that you may incur as a result of any misrepresentations.

11c) Parts or property

Any parts that are sent to you, the onsite contact or provided by a customer or removed by you from a ifitSP client's vehicle; should not be taken by you or be in your possession after an installation is completed /cancelled (unless you are asked to do so by the agent who has contracted you to do the work). Please leave any unused parts onsite or send them back to the agent at a reasonable cost to them. If you in doubt about any spare parts left after an installation or a cancellation, then please contact the agent before leaving site to ask what they want you to do with the parts. Ifitstuff is not liable for any parts or left over parts.

12) Business and personal details to used on our system

By entering into this agreement you hereby agree to us displaying your business information; including business name, legal entity details, address, contact information, director or owner details, insurance details, feedback on you (left by our installation partners that you do business with) and the names your employees (relating to bookings with our agents) on the ifitSP.

13) Credit checking

You agree to us carrying out credit checks on your business and displaying our credit rating to our agent who use our ifitstuff Subcontracting Portal, this will be our own credit rating based upon data available through credit checking services and feedback given by our partners.

14) Feedback

Agree to us collecting feedback on your business from the agents and onsite contacts; and to us displaying this feedback to other businesses who use our subcontracting portal.

15) Right to terminate

We reserve the right to terminate your access to the ifitSP at anytime without notice, you will remain bound by the terms set out in this agreement upon any termination.

17) Trade references

Please supply two trade references of businesses that you do installation work for and the contact information for them. By entering into this agreement you hereby give us permission to contact these businesses to assist with your application to become an Installation Partner for the ifitSP.

Trade reference 1

Business name: _____

Business address line 1: _____

Business address line 2: _____

Town: _____

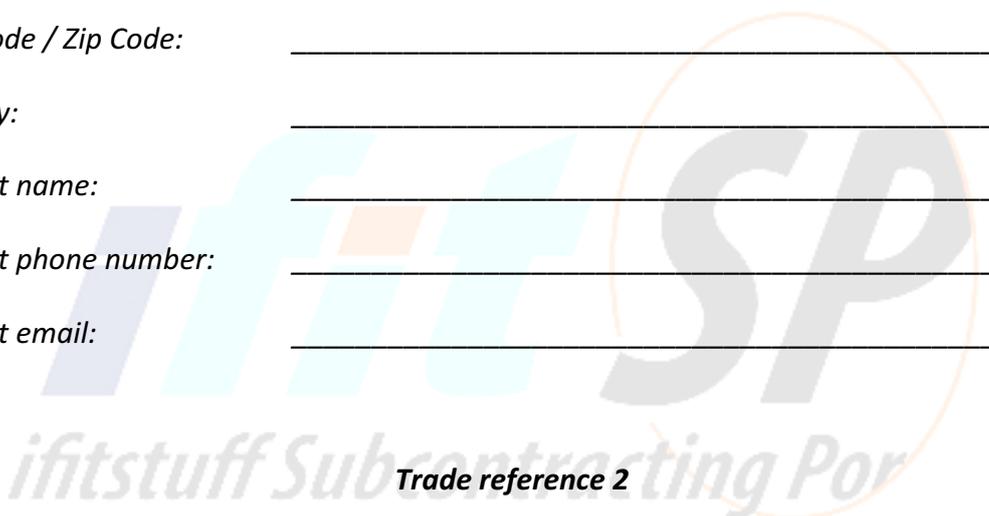
Post Code / Zip Code: _____

Country: _____

Contact name: _____

Contact phone number: _____

Contact email: _____



Trade reference 2

Business name: _____

Business address line 1: _____

Business address line 2: _____

Town: _____

Post Code / Zip Code: _____

Country: _____

Contact name: _____

Contact phone number: _____

Contact email: _____

I agree that my business (named in section b) and all relevant employees of it; will be legally bound by the terms set out in this agreement.

	<i>Installation Business signature</i>	<i>Ifitstuff Limited</i>
Signed:	_____	_____
Name:	_____	_____
Position:	_____	_____
Date:	_____	_____

Please return the filled out document along with the separately filled out GDPR agreement to admin@ifitstuff.com or by posting it to Ifitstuff Limited, 23 Vine Square, Eastbourne, East Sussex, BN22 7QE, United Kingdom.

Glossary of terms

Us, our, we, Ifitstuff = IFITSTUFF LIMITED

ifitSP, Ifitstuff Subcontracting Portal = The IT infrastructure that has been created by IFITSTUFF LIMITED to facilitate A) an agent to find an installation business to carry out an installation on their behalf and b) an installation business to find work that is available and book / carryout that work.

Agent = The supplier of the work / The buyer of labour / the installation and /or parts.

Installation business = The business who will carry out the installation / the seller of the labour / the installation and /or parts.

Work, job, booking = The installation or the commodity that is being purchased /sold / traded within the installation portal.

I = The director, owner or authorised representative of the business detailed in section (2) who is entering into this agreement.

You = The business detailed in section b

Agreement = The legal contract between you and Ifitstuff Limited as detailed in this document.

Ifitstuff Limited , 23 Vine Square, Eastbourne, East Sussex, BN22 7QE, United Kingdom