



# ***Ifitstuff Subcontracting Portal***

## ***'Agent' Agreement***



**Ifitstuff Subcontracting Portal – ‘Agent’ 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 installation partner businesses; which you will contract work to using the 'Ifitstuff Subcontracting Portal' (ifitSP). You will fulfil your obligations to the third parties and to Ifitstuff Limited in terms of communication, information and financial settlement of agreed costs in a timely manor.

**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 is anything that the ifit-3SI doesn't cover then please contact us for the subject to be reviewed for inclusion into further revisions of the document.

You hereby agree that you and any of your employees have read, understand and agree to provide a framework that allows installations to be carried by out by installation partners inline with the ifit-3SI installer handbook. This means that your products should be suitable to be fitted into the environment that they are going into and installation times should be sufficiently long enough for quality installations to be undertaken by our installation partners. We also expect that a reasonable price should be offered/ paid to our installation partners in order that attacks respectable/ quality installation businesses offer to carry out your work.

## **2) Non competition**

*The Ifitstuff Subcontracting Portal is not an introduction agency; you hereby agree that once you contract a business to carry out work for you through the ifitSP, that you will only use the ifitSP to contract any future work to that business (unless you are already contracting work to them, in this case you should make Ifitstuff aware of your current business relationship with them before accepting them to carry out your installation, by emailing ifitSP@ifitstuff.com). It is not acceptable for you to approach a business outside of the ifitSP after you have used the ifitSP to contract that business. 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 to that business will constitute a gross breach of the terms and conditions of this agreement. We also ensure that our installation businesses have a similar agreement in place with us; relating to them not carrying out work directly for your customers and cutting you out of the deal. This is to ensure and safeguard all of our business interests.*

## **3) Service**

*You are expected to provide the installation businesses who carry out work on your behalf with an exceptional service. We expect you to manage customer bookings to make sure that the installation business has the correct information to include; customer address, customer contact information, hardware information and any commissioning procedure. You are expected to make sure that any parts that are needed are at the installation address (or sent to the installation business if they agree to this) prior to the date of the installation. You are expected to make sure that the onsite contact is expecting our installation partner and will be available along with the vehicle(s) keys and any parts at the time of, and at the correct address that the installation is scheduled to be carried out.*

## **4) Cancellations**

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

## **5) Payment terms**

*Payments are to be paid strictly within 30 days of the installation date or invoice date (unless otherwise agreed by us previously in writing). Payments for cancellations are to be paid within 30 days of the installation business's invoice date or the date of the booking which was cancelled. The amount that you agree to pay for an installation will be charged plus VAT by the installation business (if that business is VAT registered).*

## **6) Your contract**

*When a booking becomes confirmed you are entering into a contract with the installation business who has been confirmed as our installation partner for the booking. We will provide you with the installation partners business's details, but you are entering into a contract with them directly with them being responsible solely to you for the work that they carry out and you being responsible solely to them for payment. When a booking 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 or being cancelled, the fee is to be paid to Ifitstuff regardless.*

## **7) Confidential information**

*We realise that you may need to share certain trade secrets and confidential information with Ifitstuff and our installation partners (which you source using the ifitSP). We have non disclosure agreements with our installation partners to protect your information, however it may also be necessary that Ifitstuff or our installation partners share sensitive information with you. 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 source installation partners to carry out work for 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 installation partners 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 we will become a data processor for you. We will use the data you supply us for our internal use for the purposes of processing your booking request and finding an*

*installation partner to carry out the booking for you, we will pass your information to our installation partners for the purpose of them carrying out the installations on your behalf, in addition to this; other service providers may need access to it (example - for the purpose of server maintenance or other necessary service tasks that need to be carried out). We will only pass personal and sensitive information to a 3rd party business if they have the necessary GDPR policy and procedures in place and to those who have signed data processor agreements in place with us. It may also be necessary for us to pass personal details to you; this could be details of your customers; such as contact details or other such personal details. We may pass you details of an installation business who is a non limited company and their details should be treated as personal information for the purposes of GDPR. We may also pass personal details of the installer carrying out the installation such as their name or contact information (where necessary) and 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 of the installation is a 12-month warranty against defective installation for the labour only (if you have supplied the parts) or 12 month parts and labour warranty if the installation business has supplied the labour and the parts. The location of the warranty is either at the address that the installation was carried out or at a more convenient location to the installation business 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 installation business who carried out the original installation; Ifitstuff does not warranty the parts or labour. If there is a problem after the installation, then the original installation business should be given the first opportunity to correct the problem. If they are not willing to or unable to do so then Ifitstuff should be contacted to become an intermediately service before you contract another business to rectify the problem (unless you are happy to pay the other business at your cost and not reclaim the cost from the original installation business). It is reasonable that after the original installation business has had the opportunity to rectify the problem and have failed or is unwilling to attempt to rectify the problem (and you have contacted Ifitstuff for intermediary services), that we will appoint another installation business to rectify the problem at a reasonable cost charged to you; and that you should seek reimbursement for those costs from the original installation business, if it is proven that the problem was caused by them 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 the original installation business from using our service and /or show your negative feedback on them if it is deemed appropriate by us,*

## **10) Insurance**

*We will collect evidence of insurance from our installation partners and where possible we will display the expiry date of their public liability insurance and some brief details of the policy. We do not however make any assurance that the installation business is adequately insured for the the type of work that you contract them to do. You hereby agree that you have your own insurance in place that will cover any personal injury or property damage to vehicles or other property in the case that the installation business doesn't have adequate insurance. We can put you in touch with our insurance provider partner who will be happy to offer you advise on insurance and a quotation (please email [insurance@ifitstuff.com](mailto:insurance@ifitstuff.com) if you would like a quotation). Ifitstuff Limited are not liable in anyway for any claim for personal injury, vehicle or other property damage, disruption of business or any other claim that may arise because of work carried out by one of our installation partners and by you using the ifitSP.*

## **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 and to our installation partners in order to assist the installation of you products; 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 and the installation businesses 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**

*You may send parts to your customer, your onsite contact or our installation partner; it is also possible that our installation partner may remove parts from a vehicle on your behalf; we will refer to these as 'left over parts'. It is your responsibility to collect any left over parts after a booking, or a cancelled booking from your onsite contact or from our installation partner (if they agree to this). Under certain circumstances our installation partner may agree to send left over parts back to you (at your cost). 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 of employees relating to bookings with our installation partners on the ifitSP.*

*You agree to and have permission for the onsite contact and customer details to be displayed to employees /proprietors of our installation partners' businesses that you contract work to, through the ifitSP. We may send text messages or telephone the onsite contact to give them updates of the booking and collect feedback on their experience (but don't worry, we will never contact them for marketing purposes).*

### **13) Credit checking**

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

### **14) Feedback**

*Agree to us collecting feedback on your business from the installation business and onsite contact and 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.*

**M) Trade references**

Please supply two trade references of businesses that you contract to do installation work for you 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 agent for the ifitSP.

**Trade reference 1**

Business name: \_\_\_\_\_

Business address line 1: \_\_\_\_\_

Business address line 2: \_\_\_\_\_

Town: \_\_\_\_\_

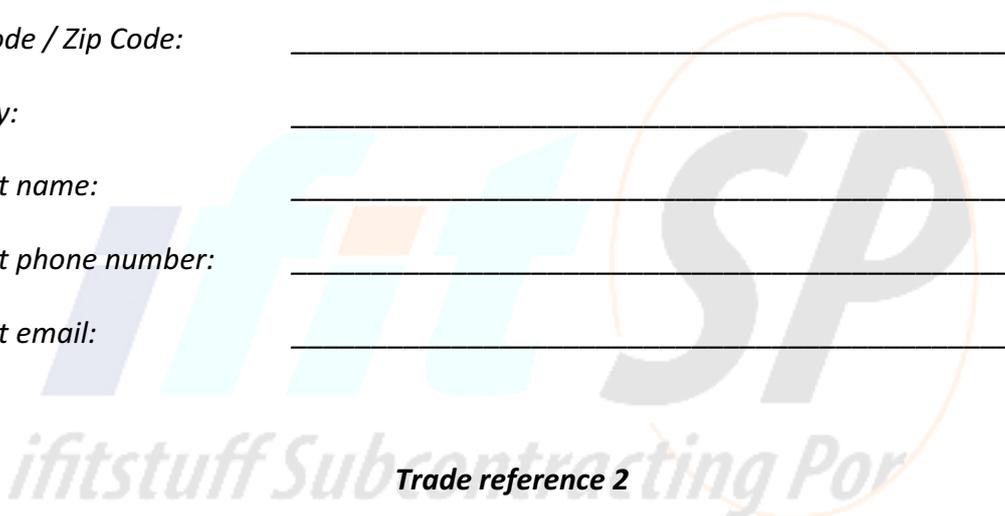
Post Code / Zip Code: \_\_\_\_\_

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

*Please return the filled out document along with the separately filled out GDPR agreement to [admin@ifitstuff.com](mailto: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*