

# July 2017

## Terms & Conditions of Agency+



1. 'Agency+' is a trading name of Enable Limited (company registration no: 4552449) whose registered office is at Victoria House, 125 Queens Road, Brighton, East Sussex BN1 3WB. Nannytax/Stafftax is a payroll service provided by Enable Limited.
2. 'The Agency' is defined as the service user of Agency+
3. The services provided and annual fees are as set out in the Agency+ marketing literature as updated from time to time.
4. Agency+'s fees are inclusive of VAT and are payable in 12 monthly instalments to be paid by The Agency by direct debit. The service and associated benefits will commence upon receipt of the first payment or of the signed Agreement between The Agency and Agency+, whichever comes later. The subscription runs for 12 months from the beginning of the month following The Agency joining. If The Agency fails to pay any fee instalment Agency+ reserves the right to cease providing all or any of the services offered by Agency+ until such time as all arrears are paid by The Agency.
5. The service runs for one year, after which the agreement can be cancelled at any time.
6. The subscription fee covers one agency.
7. The Agency agrees to recommend Nannytax/Stafftax exclusively to its clients for payroll and associated services and not recommend any other payroll company or any other provider of such payroll services.
8. If The Agency is found to recommend any other payroll bureau other than Nannytax/Stafftax, the Agency+ service will cease with immediate effect and all fees still due in respect of that particular subscription year will remain due and payable.
9. Within a 12-month subscription period, the Agency+ service includes:
  - Unlimited, routine, HR advice by telephone and email
  - 3 full bespoke Contracts of Employment for clients
  - Access to HR Portal containing guides, factsheets, other employment documents
  - Assistance for the agency within their own business (excluding Contracts of Employment and other documentation)
  - All other matters requiring more in-depth attention (including agency staff Contracts of Employment and documentation) will be charged on an ad-hoc basis directly by Ward Williams HR to the Agency, with prior agreement
10. 'Nannytax/Stafftax HR' is a service provided by Ward Williams HR. Nannytax/Stafftax HR and Ward Williams are not part of Nannytax/Stafftax, and are not owned by Enable Ltd.
11. Enable Ltd, Nannytax/Stafftax and Agency+ accept no liability for any loss or damage, direct or indirect, and howsoever arising, arising as a result of any advice provided by Nannytax/Stafftax HR or Ward Williams or the services of any other organisation introduced by, but not within the control of, Enable Limited, Nannytax or Agency+. The Agency is under no obligation to use the services of any third-party service provider introduced by Agency+ or Nannytax/Stafftax .
12. Agency+ will where possible seek to provide client and nanny leads to The Agency but cannot guarantee the quality or quantity of said leads.
13. All agency literature and other materials supplied by Agency+ are the copyright of Agency+ and can only be reproduced, in whole or in part, with the express consent of Agency+.
14. Agency+ agrees to pay a commission plus VAT where appropriate for every new, annual subscriber introduced to the Nannytax/Stafftax service by The Agency – using clause 16 below as the sole criteria for establishing the source of introduction. Agency+ will advise The Agency of the rate of commission (and any other incentive arrangements) when The Agency subscribes and on any change of the rate (or other incentives) during the annual subscription period.
15. Nannytax/Stafftax (on behalf of Agency+) will take a new subscriber's named source of introduction, stated verbally, selected online or appearing in writing on their Nannytax subscription form, as the sole method of identifying the source of referrals.
16. Commission will only be paid for full annual subscriptions received (not for part year subscriptions).
17. In the event that a subscriber cancels their subscription within the first six months of subscribing, Agency+ reserves the right to offset commission paid for that subscription against subsequent commission due to be paid for further subscriptions introduced by the same agency.
18. Agency+ will not be held responsible for the consequences of any advice given to nanny agencies as a part of the Agency+ package.
19. Agency+ will provide, on request and in a timely manner, any reasonable quantity of Nannytax/Stafftax literature requested by an agency.
20. Agency+ reserves the right to send smaller quantities of literature than ordered where reprinting or revision of materials is taking place.
21. Agency+ reserves the right to amend the terms of this agreement in future in the light of changed circumstances.
22. Agency+ observes a duty of confidentiality and will not disclose information held by it about The Agency to any person without The Agency's consent unless compelled to do so by law.
23. This contract shall be governed by English law.