

Partner Agreement



In this Agreement:

- 1.1 **“Agreement”** means these terms and conditions;
- 1.2 **“we, us, our”** means Workplace Pensions Direct (WPD).
Registered Office: 4235 Park Approach, Thorpe Park, Leeds, LS15 8GB. Registered in England and Wales No: 8595563
- 1.3 **“Partner”** means the person, firm, company or organisation who has agreed to provide any services.
- 1.4 **“Services”** means the referral of Clients to WPD by the Partner for the purposes of providing a workplace pension scheme to the Client.
- 1.5 The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.6 Reference to clauses shall mean clauses in this Agreement, unless otherwise stated.
- 1.7 The singular includes the plural, the masculine includes the feminine and vice versa;

2 The Agreement

- 2.1 This Agreement constitutes the contract between the Partner and us and governs all work undertaken for us by the Partner.
- 2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Partner and us and set out in writing and a copy of the varied terms is given to the both parties stating the date on or after which such varied terms shall apply.
- 2.3 By accepting any services from the Partner, the Partner and WPD will be deemed to have accepted the terms and conditions of this Agreement, which will govern the provision of our Services to the exclusion of any other terms and conditions.

3 Undertaking of the Partner

- 3.1 The Partner warrants to WPD that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation, which it owes to any third party.
- 3.2 The Partner warrants that he has the necessary skills and qualifications to perform the Services.
- 3.3 The Partner warrants that he will comply with the respective codes of professional conduct issued by industry bodies.
- 3.4 It is the Partners responsibility to use all reasonable endeavors to practice competently, conscientiously and objectively, while observing the law.
- 3.5 The Partner agrees on its own part and on behalf of its Staff as follows:
 - 3.5.1 Not to engage in any conduct detrimental to the interests of WPD which includes any conduct tending to bring WPD into disrepute or which results in the loss of custom or business.
 - 3.5.2 To comply with any statutory or other reasonable rules or obligations to the extent that they are reasonably applicable to them while performing the services.
 - 3.5.3 To provide at its own cost, subject to any agreement to the contrary, all such necessary equipment as is reasonable for the adequate performance of the services by the Partner.
 - 3.5.4 Nothing in this Agreement shall render any member of the Partner or its Staff an employee of WPD. The Partner shall ensure that none of its Staff holds himself out as an employee of WPD.
 - 3.5.5 To fully comply with any relevant and prevailing TAX regulations.
 - 3.5.6 All deductions from the Partners income and the income of its staff are the responsibility of the Partner and the Partner will warrant that all deductions are made lawfully and in line with the prevailing regulations.

4 Referral fees

- 4.1 Referral fees will be payable to the Partner for all Clients referred to WPD under this agreement.
- 4.2 For the avoidance of doubt, no services offered to WPD under this agreement shall be deemed as financial advice and it is the responsibility of the Partner and its staff to clarify this in all its dealings relevant to this agreement.
- 4.3 All other services offered to the referred client by the partner are outside of this agreement.
- 4.4 The referral fee payable to the Partner shall be paid monthly, in arrears to the Partners nominated bank account. Once the fifth referral has been completed as detailed in clause 4.6.
- 4.5 Referral fees are paid as follows:
 - 4.5.1 30% of all fees paid to WPD
 - 4.5.2 If a Partner introduces an additional Partner to WPD, they will get 10% of all referral fees introduced by that Partner. Subsequent referrals will not result in further fees being earned.
 - 4.5.3 An additional partner referral cannot be made for an employee of an existing partner and must be a new individual or company.
- 4.6 No referral fees shall be paid to the Partner until such time as five (5) successful referrals have been implemented by WPD.

5 Obligations of the WPD

- 5.1 WPD shall pay the Partner the agreed fee in accordance with clause 4 above.
- 5.4 WPD undertakes promptly to provide the partner with all information, assistance and agreed materials that may be deemed necessary from time to time to facilitate the partner's proper and timely performance of the Services.

6 Confidentiality

- 6.1 In order to protect the confidentiality and trade secrets of both parties and without prejudice to every other duty to keep secret all information given to it or gained in confidence both parties agree on its own part and on behalf of its Staff as follows:
 - 6.1.1 Not at any time whether during or after the provision of the services (unless expressly so authorised by either party as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the either party;
 - 6.1.2 To deliver up to either party at the end of the provision of the services all documents and other materials belonging to the other (and all copies) which are in its possession;
 - 6.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to either party except when required to do so in the course of its duties under the provision of the services.

7 Liability

- 7.1 WPD are not liable for any consequential or indirect loss suffered by you, whether it arises from breach of a duty in contract, tort or in any other way including negligence. Non-exhaustive illustrations of consequential or indirect loss would be loss of profits; loss of future business or orders; loss of reputation or goodwill; loss of anticipated savings, damage to property; damages, costs or expenses payable by you to your customers or subcontractors or other third parties.
- 7.2 In respect of direct loss, our total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from our

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negligence or otherwise) shall not exceed the total paid by WPD to the Partner for the provision of Services.

- 7.3 WPD shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the provision of the services and shall make a copy of the policy available to relevant parties upon request.
- 7.4 The Partner shall be responsible for holding and maintaining proper and relevant levels of insurance whilst this agreement is in force.
- 7.5 Nothing in the Agreement shall limit the liability of either party for death or personal injury caused by the negligence or breach of Agreement of either Party.

8 Termination

- 8.1 Either Party shall be entitled to terminate this Agreement upon giving 30 (thirty) days' written notice to the other.
- 8.2 Either party may terminate this Agreement forthwith on written notice to the other party:
 - 8.2.1 If the other party commits a material breach of this Agreement, which is incapable of remedy;
 - 8.2.2 if the other party commits a breach capable of remedy but fails to remedy the same within 21 days of being notified of such breach;
 - 8.2.3 If the other party becomes insolvent, makes a voluntary arrangement or has a receiver or administrator appointed (where applicable) to any company or associated company within its group of companies.
- 8.3 Termination of this Agreement shall be without prejudice to any other rights of either party under or in connection with this Agreement.

9 Force Majeure

- 9.1 Neither party shall be liable for any breach of its obligations under this Agreement for causes beyond its reasonable control ("Force Majeure"). Force Majeure shall include but shall not be limited to governmental regulations, acts of terrorism, fire, flood, and other disasters but shall exclude industrial action by the Supplier's employees and failure of equipment or software to be Data Compliant.

10 Illegality

- 10.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

11 Governing Law and Jurisdiction

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

13 Your consent

- 13.1 I have read the above terms and fully consent to the terms imposed; I acknowledge that this agreement will come in to effect from the date below. I confirm that I have the authority to enter into this agreement:

For the Partner:

Name: Company:

Signed: Dated:

For WPD:

Name: Job Title:

Signed: Dated:

Referral Fees

This schedule details the referral fees payable to the partner on a successful introduction of a client to Workplace Pensions Direct, or for the introduction of an additional partner to WPD

1. The referral fee payable to the partner is as follows:

Referral fee (Per scheme)
30% of initial fee

2. If a partner introduces an additional partner to WPD, the introducing partner will receive a 10% share of initial fees from all successful referrals by the introduced partner.
3. Additional partner referrals cannot be made for an employee of an existing partner and must be a new individual or company.
4. The referral fees mentioned above relate directly to the client referral fees, detailed in the table below:

Employer Charges		
No of employees	Initial Fee	Monthly Fee
1 - 2	£390	£19
3 – 10	£525	£19
11 – 20	£750	£29
21 – 50	£925	£39
50+	Contact WPD	Contact WPD

5. No referral Fees shall be paid to the partner until such time as five (5) successful referrals have been implemented by WPD.