

Agreement Terms and Conditions

This Agreement is between Accountancy Plus Limited herein referred to as "Company" and the individual or company who has enrolled into the Associate Scheme herein referred to as "Associate".

This Agreement contains the Terms and Conditions as set forth herein, together with those contained in the Policies and Procedures, the Compensation Plan, and any other documents referred to herein or hereafter provided by the company, each of which separate documents are by this reference hereby incorporated into this agreement this agreement hereby constitute the entire agreement between the parties and no other additional promises representations or agreements shall be valid unless issued by the Company in writing and signed by a duly authorized representative of the Company.

The Associate has received, read and understood the Compensation Plan and Policies and Procedures and has agreed to abide by the Terms and Conditions set forth therein. The Company reserves the right to amend, modify, add to or delete any provision or term of policies and procedures of any Company publication upon written notice to the associate. At any time such amendments, modifications, additions or deletions shall be presumed accepted by associate unless associate provides written notice to terminate agreements.

Definitions

In these conditions:

Associate means an Independent Associate, contracted by the Company to promote and market the Services of the Company.

Services means the services made available or provided by the Company.

Obligations as an Associate

In consideration of the granting by the Company of the right to promote the Services in accordance with these Terms and Conditions, including compensation as outlined in the Compensation Plan, associate agrees as follows:-

The sole purpose of being an Associate is to promote the services of the company.

The associate is wholly independent, and that this Agreement does not create any employer/employee, agency, partnership or joint venture relationship. Further it is understood that Associate has no power or authority to incur any debt, obligation or liability or to make any representation or warranties on the Company's behalf.

The Associate is responsible for their own decisions and expenditures and the company will not be responsible for any loss, cost claim or liability relating thereto

The associate shall comply with all government laws and regulations as may be applicable to their business activities from time to time and be responsible for filing all necessary returns and paying all income taxes, self-employed, national insurance contributions and value added tax due in relation to the Associate's business and to keep such records as are necessary to ensure the proper assessment and payment of tax.

The Associate shall comply fully with the Company policies and procedures as set out in the Associate pack or as is otherwise notified of from time to time.

The associate shall present and market the services and business scheme, ethically and professionally and to use associate's best judgement and endeavours to promote the services on a continuing basis.

The associate understands the use of media advertising for services of the Company is expressly prohibited except with the prior written approval of the Company. Such written approval shall be required at least 10 working days before the intended publication or transmission date, unless otherwise expressly approved by the company. Media advertising includes, but is not limited to newspapers, magazines, radio television and the Internet.

Data Protection

It is understood and agreed to by both parties that information, including information related personally to the associate, such as address and other details, will be retained by the Company on a computer database and the information may be used by the company for such purposes as the Company may decide at its sole discretion is in the best interests of the Company. It is also acknowledged that such information may be disclosed as the Company sees fit. The associate hereby consents to such disclosure.

All Data will be processed and stored in accordance with the Data protection Act 1998.

Confidentiality and Non-Compete

The associate shall, at all times, treat as confidential and in the nature of a trade secret the proprietary practices and other information which are held and protected by the Company as confidential information and not to use or disclose to any third party such confidential information or trade secrets. Confidential information includes, but is not limited to, information such as Service Structure summaries provided by the Company to the associate as well as information prepared by the associate for the sole and exclusive purposes benefiting the company.

Associate shall not make any claim, statement, representation or warranty relating to the Services provided by the company or regarding the Company itself or method of operation of the company which are not contained in the literature provided and are not truthful.

The associate shall not, at any time, make unauthorized use of any copyright, trademark, trade name, slogan, symbol or colours scheme of the Company without prior written permission. However, the associate shall be entitled to use any official marketing materials or samples or sample products specifically provided by the Company.

The associate shall not participate in a business scheme promoted by any other company whose service is competition either directly or indirectly with the Services offered by the Company

During the term of this Agreement or any renewal thereof or for a period of 90 days after the termination of this Agreement for any reason whatsoever, associate agrees not to take or encourage any action or make any statement, the purpose of which would be to interfere with the Company's contractual relationships with any other associate or clients and without prejudice to the generality of the foregoing not to directly or indirectly contact, solicit, entice, sponsor or accept any associate into opportunities in schemes in any company other than this Company or to cease being an associate.

Termination

This Agreement shall be reviewed and be available for renewal no less often than annually. The Company reserves the right to review more frequently, as it deems necessary.

Prior to renewal, associate may terminate this Agreement at any time by giving 14 days written notice to the Company

The company may terminate this Agreement at any time prior to renewal without cause by giving 30 days written notice to the associate

The Company reserves the right to terminate this agreement at any time forthwith upon giving written notice to the associate that the Company has reasonable cause to believe the associate has acted in contravention of the terms of this Agreement or otherwise against the best interests of the Company.

Upon termination of this Agreement by either party, the associate shall return to the Company any materials in the associate's possession that have been provided to the associate for use in this endeavor. This shall include any and all materials and information that are covered above in Section 4. Failure to return such items within 30 days of termination shall be considered a breach of the terms of this Agreement and the Associate shall be liable for any and all legal or financial implications stemming from such breach

Obligations of the Company

The Company will make available the Policies and Procedures and Compensation Plans as contained in the associates starter pack on request.

The Company is obliged to allow Associate to market and promote the Services to anyone residing in any geographic area in which the Company's Services are available.

Notwithstanding, there is no obligation on the part of the Company to provide the associate with any exclusivity to a given geographic or demographic area except as it deems absolutely necessary for the benefit of the Company

The Company shall use all reasonable efforts to supply the associate with information and materials necessary to market the services of the Company effectively and successfully.

The Company shall compensate the associate for their efforts in line with the Compensation Plan provided and as from time to time, amended or modified

Waiver

Failure or delay in exercising any right under this Agreement on the part of the Company shall not operate as a waiver thereof

Conflict

In the event of a conflict or inconsistency between this Agreement, the Compensation Plan, the Policies and Procedures, and any other documents referred to herein, the terms of this Agreement shall prevail.

Notices

Any notice given under this Agreement may be delivered personally or sent by first-class recorded delivery posted to the address of the other party set out in this agreement or to such other address as shall have been notified from time to time in writing by one party to the other. In respect of any notice given by associate to terminate this agreement, such notice shall, when given by post start to run in the day when such notice was posted by first-class recorded delivery post to the company.

Company - Accountancy Plus Limited	Associate
Contact Details	
Accountancy Plus	
Head Office: Armstrong House First Avenue Robin Hood Airport Doncaster DN9 3GA	
Associate Support Tel: 033 3323 1147	
Member Support Tel: 033 3323 1148	
Email: info@acc-plus.com	

Severability

If, at any time, any provision of this Agreement shall be found to be illegal, unenforceable or invalid in whole or in part, the remaining portions of such provisions and other provisions of this Agreement shall continue to be binding and in full force and effect.

Force Majeure

This Agreement shall be terminated without liability on either party in the event that either party is prevented from complying with their obligations hereunder due to circumstances beyond their reasonable control.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties hereby submit it to the exclusive jurisdiction of the English courts.