



Savvy Professionals Membership Agreement

THIS AGREEMENT is dated the _____ day of _____ 2008

PARTIES:

(1) **Savvy Business Limited**, a limited company whose registered office is c/o MWS Chartered Accountants, Kingsridge House, 601 London Road, Westcliffe-on-Sea, Essex, SS0 9PE, Company Registration Number 657788 (the Company)

and

(2) The Panellist, (company name) incorporated and registered in England and Wales with Company Registration Number **(registration number)** whose registered office is **(address)**.

BACKGROUND

1) Savvy Business Limited hereinafter referred to as the Company is a provider of services to business via the Savvy Business Community, hereinafter referred to as the Community. The Community comprises:

- Commercial Subscribers who subscribe to the community by way of an annual subscription, hereinafter known as Members,
- Commercial Subscribers who subscribe to the community other than by way of an annual subscription, hereinafter referred to as Guests, and
- Savvy Professionals, a panel of professional service providers maintained by the Company for the benefit of the Community, hereinafter known as the Panel.

The Company provides a range of services to the Community including but not limited to:

- The Panel, and
- A multimedia information library, hereinafter referred to as the Information.

The professional service provider named in this agreement wishes to become a member of the Panel (a "Panellist")

- 2) The Panellist has agreed under the terms of this agreement to provide professional services to the Community under the service standards set out in this agreement.
- 3) The Panellist agrees to subscribe to the Panel by way of an annual fee. As a Member of the Panel, the Panellist will receive:
 - full commercial membership of the Community,
 - referred clients from the Community at the Company's discretion,
 - the opportunity to contribute to the Information, and
 - access to any other services which may be provided from time to time by the Company for the benefit of the Community or for the benefit of the Panel.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

The Services: means collectively the Information the Panel and any other services provided by the Company from time to time for the benefit of the Community or for the benefit of the Panel. **Non-commissioned information** means any article, audio or visual material or any other material owned by or licensed to the Panellist and which the Panellist provides to the Company for the benefit of the Community other than under an agreement with the Company governing "Contribution to Commissioned Information".

Client: means any entity referred to the Panellist by the Company via the Community under the terms of this agreement.

Commencement Date: means the commencement date referred to as the commencement date in or to be determined in accordance with Schedule 1 hereto.

Termination Date: means the date referred to as the termination date in Schedule 1 hereto or the date on which this agreement terminates in accordance with this agreement.

Membership Period: means the period of twelve calendar months from the commencement date or as determined herein.

Relevant Criteria: means the membership criteria relevant to the Panellist and set out in Schedule 2 hereto.

Relevant Circumstances: means circumstances other than the relevant criteria which are specified in the Panellist's profile contained in Schedule 1 hereto or which are otherwise relevant to the

Panellist's membership including but not limited to.

Nature of Business: means practice areas, size of practice, qualification/experience of principals, qualification/experience of department heads, geographical area.

The Questionnaire: means the questionnaire to be completed by all Panellists to enable the Company to create the database entry for each Panellist.

The Database: means the database maintained by the Company and containing entries relevant to inter alia each Panellist.

Profile: means the profile of the Panellist as contained in Schedule 1 hereto and otherwise used by the Company to promote the Panellist.

Misconduct: means any professional misconduct or any other conduct liable to bring the Panellist or the Company or the Community either directly or indirectly into disrepute.

- 1.2 Other words and phrases shall have their ordinary meaning unless otherwise required by the context or by the law. Words denoting the singular also include the plural and vice versa and words denoting one gender include all genders.

2. **Obtaining & Retaining Membership**

- 2.1 In order to obtain and to retain membership of the Panel, a Panellist must at the time membership commences and for the full term of that membership meet all Relevant Criteria. Any Panellist which after commencement of its membership is later found not to have met this requirement at the time the membership commenced will be removed from the Panel immediately upon the Company becoming aware and upon written notice to the Panellist. Any Panellist which fulfilled the Relevant Criteria at the time the membership commenced but later ceases to fulfil any such criteria and fails to notify the Company promptly of this change may be removed from the Panel at the Company's discretion. Any Panellist which ceases to meet any Relevant Criteria during the Membership Period and notifies the Company promptly may only be removed from the Panel at the Company's discretion following investigation by the Company.
- 2.2 Any Panellist which fails to notify the Company of any Relevant Circumstances and/or any change of Relevant Circumstances either prior to or during the course of the membership period may be refused entry on to or removed from the Panel at the Company's discretion following investigation by the Company and upon written notice to the Panellist.
- 2.3 The Panellist undertakes to provide the Company with all evidence of fulfilment of the Relevant Criteria together with evidence of all Relevant Circumstances as may be reasonably requested from time to time and to notify the Company promptly of any change of any Relevant Circumstances and any change of circumstances likely to affect its liability at any time to meet any of the Relevant Criteria.

3. **CHARGES AND PAYMENT**

The annual subscription is set out in Schedule 1 hereto. The annual subscription rate is subject to amendment from time to time in accordance with Clause 11 below.

The annual subscription is payable by the Panellist to the Company in advance upon production of an invoice by the Company. In the event of termination before the end of the Membership Period refunds are given only where termination is due to the Company's breach. Payment must be made by BACS.

In the event of any invoice remaining unpaid for thirty days from the date of issue the Company reserves the right to discontinue the process of admitting the potential member to the Panel.

4. **THE DATABASE**

The Database will at all times remain the property of the Company. The details relating to Members including but not limited to other Panellists and the details relating to clients must be treated in the strictest confidence by the Panellist. The Company can accept no liability whatsoever for any inaccuracies, omissions or any other defect in the Panellist's profile where this is due to errors or inaccuracies in the Panellist's completion of the questionnaire.

5. **DATA PROTECTION**

Throughout the membership period set out in Schedule 1 hereto, the Panellist must comply with the data protection legislation for the time being in force and all relevant

legislation dealing with the storage of personal information. The Company reserves the right reasonably to request sight of the Panellist's data protection policy and any other evidence of compliance with the legislation as may reasonably be required by the Company from time to time.

6. **PROFESSIONAL INDEMNITY INSURANCE**

Throughout the membership period set out in Schedule 1 hereto the Panellist must maintain a policy of professional indemnity insurance together with any other policies of insurance appropriate to the provision of its services. Full details of such policies must be provided to the Company prior to the commencement date set out in Schedule 1 hereto and the Panellist must thereafter comply within seven days with any reasonable request by the company to have sight of such policies or evidence thereof.

7. **REFERRALS**

7.1 The Panellist undertakes to:-

- deal promptly and professionally with clients referred by the Company to the Panellist,
- notify the Company if there is a potential conflict of interest or where there is another legal, professional or ethical reason for not accepting the referral.

7.2 The Company undertakes to:-

- use its best endeavours to ensure clients are referred to the Panellist where they match the criteria contained in the profile;
- obtain regular feedback from clients and Panellists in order to maintain, develop and improve the services offered to both.

7.3 The Company does not guarantee to provide the Panellist with any referrals.

7.4 All referrals are made at the absolute discretion of the Company.

8. **LIMITATIONS AND EXCLUSIONS**

The Company is not responsible for any advice or assistance provided by the Panellist to any client or for the professional conduct of the Panellist. The client is referred to the Panellist at the request of the client. The Company bears no responsibility for any information given to or withheld from the Company or the Panellist by the client at any time. The Panellist is responsible for ensuring that any information provided by the client is true and accurate and the Panellist must comply with the obligations placed upon it by its professional body when dealing with clients referred to it. Where the Panellist does not belong to a professional body it must maintain the highest possible standards of client care and case management in respect of any clients referred to it. In any event the Panellist must meet the minimum service levels set out in Schedule 3 hereto.

9. **TERM & TERMINATION**

9.1 **Term**

The Contract commences on the Commencement Date and will run for a minimum term of 12 calendar months. Thereafter upon renewal of the subscription by the Panellist the term of the agreement will continue as a periodic agreement for periods of twelve calendar months between the parties until it is terminated by either of them upon notice of three calendar months.

9.2 **Termination**

The subscription must be up to date at the Date of Termination for the Panellist's termination of the contract to be effective. Termination of this agreement will not prejudice any claim which the Company may have against the Panellist for debts or liabilities owed to the Company.

9.3 **On Notice**

The agreement may be terminated by either the Company or the Panellist upon three month's notice to the other. In the event that the agreement is terminated on notice before the end of any membership period no subscription fee nor any part thereof will be refunded except in accordance with Clause 3.

9.4 **For Breach**

Except in the case of misconduct if during the term of membership the Panellist ceases to fulfil any of the membership criteria the Company reserves the right to terminate this agreement upon written notice to the Panellist after reasonable investigations have been carried out by the Company. In the case of misconduct the Company reserves the right to terminate the contract immediately the misconduct is proven to the satisfaction of the Company. The decision of the Company being at its

absolute discretion. This agreement terminates automatically if either party:-

- is wound up or otherwise ceases to trade,
- enters into any arrangement with its creditors for the payment of debts ,
- is made insolvent or bankrupt.

10. **POST TERMINATION**

The Company undertakes within 7 days of termination to remove all details of the Panellist from the database and website. On request from the Panellist the Company will also remove from the website any non-commissioned information submitted by the Panellist.

11. **ANNUAL SUBSCRIPTION**

The Annual Subscription will be determined by the Company. Any change in the Annual Subscription by the Company will be notified to the Panellist three months before the revised payment becomes payable to the Company.

12. **CONTRACT RIGHTS OF THIRD PARTIES**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, the parties hereto agree that they do not intend any term of this agreement to be enforceable by any third party except to the extent that third party rights exist apart from that Act.

13. **DISPUTE RESOLUTION**

In the event that there is a dispute as to the provisions of this agreement the Company's internal dispute resolution procedure contained in Schedule 4 hereto must first be followed. If the matter cannot be resolved internally it may be referred by either party to a barrister agreed between the Parties of not less than 10 years calling (the Arbitrator) who is an expert in contractual matters. In the event of a dispute between the parties, the Arbitrator is to be determined by the President of the Law Society. The arbitration to be conducted in accordance with the Arbitration Act 1996, costs to be determined by the Arbitrator. In any event, any damages payable to the Panellist by the Company shall be limited to direct financial losses only.

14. **CONTRACTUAL RELATIONSHIP**

At no point during the lifetime of this agreement or thereafter is any relationship of a contractual nature created between the Company and the Panellist other than that provided for by this Agreement.

15. **NOTICES**

15.1 All notices must be in writing (including electronic formats) to the address first given or where a new address is given to the other party to the new address receipt is only valid in the following circumstances:-

- where delivery is made by hand, on receipt;
- where delivery is made by post, 48 hours after posting by first class or special delivery;
- where the notice is served by fax on the transmission of the fax except where this is after 5.00pm on a working day or at a weekend or bank holiday service will take place at 9.00am on the next working day;
- where the notice is served by e-mail on the transmission of the e-mail except where this is after 5.00pm on a working day or at a weekend or bank holiday service will take place at 9.00am on the next working day.

16. **ASSIGNMENT**

16.1 **The Company**

The Company reserves the right at any time to assign its rights and obligations contained herein to a third party. In the event of the Company's exercising this right it will use its best endeavours to give reasonable notice to the Panellist. Upon receipt of such notice from the Company the Panellist reserves the right to terminate this agreement upon three months' notice to the Company which shall include notice to the Company's Assignee where the assignment takes effect before the expiry of the Panellist's notice period.

16.2 **THE PANELLIST**

The Panellist may not assign its rights and obligations contained herein to any third party.

17. **GOVERNING LAW, CONSTRUCTION & JURISDICTION**

This agreement is governed by and shall be construed in accordance with the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.

18. **SEVERANCE**

If any clause or part thereof shall be found by a court of competent jurisdiction to be illegal or unenforceable (the offending part) then the offending part shall be severed and the remainder of this agreement shall continue in full force and effect as though the offending part had never been enacted.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first
before written

Name (Please PRINT) :

Signature :

Position in Company :

Company Name :

Name (Please PRINT) :

Signature :

Position in Company :

Company Name :

Name (Please PRINT) :

Signature :

Position in Company :

Company Name :