

## FuturePay Agreement

### Sub-contractor confirming acceptance of the FuturePay Agreement:

1. CAG (UK) Limited T/A Keytek™ to set up an agreement with Worldpay on my behalf for my card details to be held on the Worldpay's secure system.
2. Keytek™ to process my outstanding cash payments two working days after my paperwork is received into the office.

### Agreement of Services

This agreement of services is made between CAG (UK) Limited T/A Keytek™ (hereinafter referred to as CAG (UK) Limited and **The Sub-Contractor** (hereinafter referred to as the Sub-contractor).

1. The Sub-contractor will be responsible for providing his own plant and tools to undertake such work.
2. The Sub-contractor should take all responsible measures to safeguard his/her own health and safety and that of any other person who may be affected by such actions.
3. The Sub-contractor shall be responsible as necessary for providing sufficient insurance cover including Public Liability Insurance and shall be liable for any claim arising from substandard work.
4. The Sub-contractor shall be responsible for providing CAG (UK) Limited with a valid Criminal Record Bureau (CRB) check. This shall be no older than one year from the date on the "Agreement of Services". Either a copy must be provided or a new one applied for. Any criminal convictions that may arise after the check must be declared to CAG (UK) Limited within five days of conviction. All Unspent convictions less than 5 years old included in the Rehabilitation of Offenders Act 1974 should be disclosed to a member of the CAG (UK) Limited Recruitment Team prior to signing the sub contractors "Agreement of Services." ALL unspent convictions will be referred to the board of directors for approval. CAG (UK) Limited reserves the right to terminate the contract at any time should you fail to disclose any of the required information highlighted above.
5. The Sub-contractor shall be at liberty to undertake such work whenever he sees fit to do so and the hours worked shall not be governed by CAG (UK) Limited.
6. The Sub-contractor will provide Locksmith services as required by CAG (UK) Limited customers to also include door, door frames, windows and window frames.
7. The Sub-contractor shall be responsible for his own Income Tax, National Insurance contributions and Value Added Tax as necessary. The Sub-contractor must provide valid Sub-contractor Validation Details (UTR and NI number).
8. Sub-standard work shall be rectified by the Sub-contractor free of charge and rectification shall include replacement of materials free of charge, if necessary. If the sub-contractor is not available to complete the work at a time convenient to the customer, at the discretion of Keytek™ the job may then be passed to an alternative Engineer, the cost of which shall be covered by the original sub-contractor.
9. It is the responsibility of the Sub-contractor to complete all relevant company paperwork on the customer's site and collect full payment for works on satisfactory completion of the work undertaken. All of this must be submitted to the Company once a week, without fail. Any calculation errors from the sub-contractor, CAG reserve the right to recoup these cost.

- a. All customers must be made aware that the invoice that they are given pertaining to the job done is also their Guarantee. If the customer has a query or a recall is required, failure to produce this invoice could invalidate their guarantee.
10. CAG (UK) Limited shall not govern the Sub-contractor's style or method of fulfilling any contract.
- a. All work must be completed to the highest standard and should comply with any regulations or by-laws relevant to the work being carried out.
  - b. All work must comply with the Consumer Protection from Unfair Trading Relations 2008 (CPRs) and Misleading actions deriving from the Unfair Commercial Practices Directive (UPCD).
  - c. The General duty to Trade Unfairly (Regulation 3).

This is effectively failing to act in accordance with reasonable expectations of acceptable trading practice. Regulations 3(1) and 3(3) set out a general prohibition of unfair business to consumer practices and will allow action to be taken in relation to unfair practices which do not fit into the more specific prohibitions. This will cover a wide range of unfair practices, including practices which may emerge in the future.

The general prohibition prohibits practices that:

- Contravene the requirements of professional diligence (defined as the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers which is commensurate with either honest market practice in the trader's field of activity, or the general principle of good faith in the trader's field of activity); and
- Materially distort the economic behaviour of the average consumer (or are likely to) with regard to the product (i.e. Appreciably to impair the average consumer's ability to make an informed decision thereby causing him to take a transactional decision that he would not have taken otherwise).

#### d 2.1 Misleading actions (Regulation 5)

This Regulation prohibits giving false information to, or deceiving, consumers. A misleading action occurs when a practice misleads through the information it contains, or its deceptive presentation, and causes or is likely to cause the average consumer to take a different transactional decision. There are three different types of misleading actions:

- Misleading information generally (see below).
- Creating confusion with competitors' products.
- Failing to honour commitments made in a code of conduct.

The information which may be considered as misleading is very wide and listed in the legislation itself, including such things as:

- The existence or nature of the product.
- The main characteristics of the product.
- The price.
- The need for a service, part, replacement or repair.

Subject to the following provisions of this part, a person shall be guilty of an offence if, in the course of any business of his, he gives to any consumers an indication which is misleading as to the price which any services are available.

11. Nothing in this agreement shall be construed as giving CAG (UK) Limited exclusive rights to the services of the Sub-contractor, who shall be at liberty to undertake any other work for any other person or firm that CAG (UK) Limited have not introduced them to.
12. CAG (UK) Limited reserves the right to evaluate the effectiveness of the services which the Sub-contractor provide and to take whatever remedial action they feel necessary, including offering no further work.
13. Should CAG (UK) Limited or the Sub-contractor end the work relationship at any time, CAG (UK) Limited are entitled to withhold payments from the Sub-contractor for a period of 100-days, to assure the Sub-contractor's legal obligations with regards to the rectification of any sub-standard works are met.

The Sub-contractor may only represent himself as being from CAG (UK) Limited when

called to a task by CAG (UK) Limited. Any follow-up work must be paid to CAG (UK) Limited. The Sub-contractor may not leave his personal details with the CAG (UK) Limited client. Any follow-up work carried out by the Sub-contractor on their own behalf will be treated as fraudulent and prosecuted accordingly.

14. All documentation, invoices and literature remain the property of CAG (UK) Limited at all times and will be returned to the Head Office on request.

15. In order for Keytek™ to offer you work through certain media in your local area, we are obliged to supply a local address in the area advertised in. The addresses used in our campaigns are 'hidden' from the general public which means that the address provided will never be revealed to anyone at any time. It is merely to verify Keytek™ can supply the advertised service in that area in line with required criteria.

Please tick this box if you are willing to accept local work in your area and happy for us to use your suppressed address.

## 16 Sub-Contractor Assessment of Ability

To ensure our collective credibility continues to set the standard for the industry, all engineers joining the Keytek™ Network are required to provide proof of ability with both a previously attended course certificate together with individual units covered. Engineers not able to provide satisfactory proof of ability are required to undertake an Assessment of Ability at the Keytek™ Locksmith Training Academy within 3 months of signing this agreement. Engineers successfully completing the Assessment will be awarded with a Level 3 Certificate of Accreditation awarded by the NCFE.

For full details of the Assessment, please contact a member of the ELO Team or visit:  
[www.locksmiths-training.co.uk/keytek-engineer-accreditation/](http://www.locksmiths-training.co.uk/keytek-engineer-accreditation/)

## Paying In Agreement

This is to verify that I, **The Sub-Contractor**, understand the following:

1. It is my responsibility to complete all relevant 'Keytek™' paperwork on the customers site and collect full payment on satisfactory completion of the work undertaken.
2. I agree to send to Head Office any outstanding paperwork including payments after the first 5 jobs. If 10 jobs have been completed or 7 days have expired and all outstanding paperwork

including payments have not been received by Head Office, further work will be suspended until resolved.

3. All further paperwork must be submitted to the Company Head Office on a weekly basis without fail. This should be posted, Recorded Delivery and must be received by the Company by no later than the Tuesday of each week. This will apply regardless of the amount of paperwork outstanding on a given week.
4. Failure to abide by these guidelines will result in no further work being offered and may affect outstanding payments being made to you.
5. Should the situation arise whereby I withhold monies paid to me for work carried out on behalf of Keytek™ I understand the Company may take legal proceedings to recover this; the costs of which will be added to the outstanding debt.
6. Keytek™ reserve the right to charge the sub-contractor should their card payment fail due to lack of funds. Should card in lieu of cash payments be by credit card there will be a 3% surcharge, plus an admin fee per transaction.

## **Self-Billing Agreement**

**The self-biller (the Customer) agrees:**

1. To issue self-billed invoices for all supplies made by them to the self-billee (the Supplier).
2. To complete self-billed invoices showing the supplier's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event that their VAT registration number change.
4. To inform the supplier if the issue of self-billed invoices will be out sourced to a third party.

**The self-billee (the Supplier) agrees:**

1. To accept invoices raised by the self-biller on their behalf.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify the customer immediately if they:
  - Change their VAT registration number;
  - Cease to be VAT registered; or
  - Sell their business, or part of their business.