

Self-Billing Agreement (UK) Parties:

Sage	
Sage (UK) Limited a company registered in England and Wales	
Registration Number:	01045967
VAT Number:	GB 555909605
Registered Office Address:	North Park Newcastle upon Tyne NE13 9AA

Partner	
Please complete as appropriate:	
	a sole trader
	Limited <small>(a company registered in England & Wales/Scotland/Northern Ireland)</small>
	LLP <small>(a limited liability partnership registered in England & Wales/ Scotland/Northern Ireland)</small>
Registration Number: ▶	
VAT Number: ▶	
Registered Office Address Please complete: ▶	

Agreed Terms:

1 Definitions and Interpretation

The following definitions and rules of interpretation shall apply in this Agreement, unless the context requires otherwise:

"Accountant and Bookkeeper Programmes"

the terms and conditions of such accountant and bookkeeper programmes that are applicable to the Partner (as Sage may operate from time to time) which shall include, without limitation, the terms and conditions of the "Accountant Partner Programme", the "Accountants' Club" (more particularly described as "Accountants' Club - Professional", "Accountants' Club - Professional Plus" and "Accountants' Club - Premier"), the "Bookkeepers' Club", the "Sage Accountants' Network" and the "Sage Bookkeepers' Network", which govern such Partner's distribution of Sage's products and services for small and medium sized enterprises (including, without limitation, Sage 50 Accounts and Sage 50 Payroll) and such other terms and conditions and/or Sage products and services as Sage may notify to the Partner from time to time;

"Business Partner Programmes"

the terms and conditions of such (non-accountant) business partner and reseller programmes that are applicable to the Partner which Sage may operate from time to time which shall include, without limitation, the terms and conditions of the "Sage Business Partner Agreement" (together with its associated product terms) and the "IFA Reward Scheme" which govern such Partner's distribution of Sage's products and services for small and medium sized enterprises (including, without limitation, Sage 50 Accounts, Sage 50 Payroll and Sage 200 (as the case may be)) and such other terms and conditions and/or Sage products and services as Sage may notify to the Partner from time to time;

"Commencement Date"

the date of final signature below;

"Commission"

the payment of commission by Sage to the Partner pursuant to the applicable Partner Agreement;

"HMRC"

Her Majesty's Revenue and Customs;

"HMRC Self-billing System"

the self-billing system approved by HMRC whereby a customer prepares a VAT invoice on behalf of their VAT registered supplier as more particularly described in the HMRC Reference Notice 700/62 dated July 2013;

"Partner"

the accountant or business partner entity set out above;

"Partner Agreement"

the terms and conditions which govern a Partner's distribution of certain Sage products and services to its clients or customers for which Sage shall pay the Partner the Commission (as well as governing the Partner's use of those Sage products and services) and which shall be either: (i) the Accountant and Bookkeeper Programmes; (ii) the Business Partner Programmes; or (iii) the Sage One Online Accounting Programme;

"Sage"

the Sage entity named above;

"Sage One Online Accounting Programme"

the terms and conditions available at the following URLs: www.sage-exchange.co.uk/products/sage-one-accountant-edition/sageonerewards and www.sageone.com/terms-conditions which govern the accountant Partner's distribution of Sage One products and services (and such other terms and conditions, Sage One products and services and/or URLs as Sage may notify to the Partner from time to time);

"Term"

the period of twelve (12) months from the Commencement Date; and

"VAT"

means value added tax payable pursuant to the Value Added Tax Act 1994 as amended.

2 Agreement for Self-Billing

In consideration of the mutual promises set out herein, the parties hereby agree that Sage shall be entitled to prepare self-billed VAT invoices on behalf of the Partner for the payment of the Commission (and the Partner shall accept such invoices) pursuant to the HMRC Self-billing System and in accordance with the terms and conditions of this Agreement.

3 Sage's Obligations for Self-Billing

Sage agrees:

- 3.1 To issue self-billed VAT invoices for all supplies made to it by the Partner in respect of the Commission for the Term.
- 3.2 To complete self-billed VAT invoices showing the Partner's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
- 3.3 To make a new self-billing arrangement with the Partner in the event that Sage's VAT registration number changes.
- 3.4 To inform the Partner if the issue of self-billed VAT invoices will be outsourced to a third party.

4 Partner's Obligations for Self-Billing

The Partner warrants that it is registered for VAT and agrees:

- 4.1 To accept self-billed VAT invoices raised by Sage on the Partner's behalf until the expiry of the Term or the termination of this Agreement, whichever occurs first.
- 4.2 Not to raise sales invoices for the transactions covered by this Agreement.
- 4.3 To notify Sage immediately if it:
 - 4.3.1 changes its VAT registration number;
 - 4.3.2 ceases to be VAT registered; or
 - 4.3.3 sells its business, or part of its business.

5 Term and Termination

- 5.1 This Agreement shall commence with effect on the Commencement Date and will continue for the Term unless terminated earlier by the parties in accordance with this clause 5.
- 5.2 Without prejudice to any rights that have accrued under this Agreement or any other rights or remedies which may be available, either party may terminate this Agreement immediately by notice in writing to the other party if:
 - 5.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
 - 5.2.2 the other party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) becomes the subject of an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or an administrative receiver or administrator is appointed over any of the property or assets of the other party; or
 - 5.2.3 the other party ceases, or threatens to cease, to carry on business.
- 5.3 Either party may terminate this Agreement on giving the other party fourteen (14) days' notice in writing.

6 Limitation on Liability

6.1 Nothing in this Agreement will limit Sage's liability for:

6.1.1 death or personal injury caused by its negligence, or that of its employees or agents;

6.1.2 fraud or for any other act or omission, liability for which may not be limited under applicable law.

6.2 Subject to clause 6.1, Sage's total aggregate liability, in respect of any and all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement ("Claim"), shall in no event exceed the total amount of Commission paid by Sage to the Partner during the Term under the applicable Partner Agreement under which the Claim arises; provided that in no event shall Sage be liable for:

6.2.1 any indirect, special or consequential loss or damage; or

6.2.2 any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.

7 General terms

7.1 This Agreement may not be assigned, novated, transferred or otherwise dealt with or disposed of (whether in whole or in part) by the Partner. This Agreement may only be varied or amended in writing, signed by an authorised officer of each of the parties. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions, which shall remain in full force and effect.

7.2 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, negotiations and discussions between the parties (whether written or oral) and each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

7.3 The parties agree that they are independent contractors and neither will represent itself as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. A person who is not a party to this Agreement may not enforce any term of it. A waiver (whether express or implied) by either of the parties of any of the provisions of this Agreement shall not constitute a continuing waiver and that waiver shall not prevent either party from enforcing any of the other provisions of this Agreement.

7.4 This Agreement may be executed in any number of counterparts (including by fax and scanned pdf copy via email), each of which when executed shall constitute a duplicate original but all the counterparts shall together constitute the one agreement.

7.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising out of or in connection with this Agreement.

Signed for and on behalf of Sage:	Signed for and on behalf of the Partner:
By: 	By:
Name: Sean Evers	Name:
Position: Director - Accountants Division	Position:
Date: 21/11/2016	Date:

Please return your signed and dated Agreement to:

By Post: Sage (UK) Limited, Finance Subscriptions, North Park, Newcastle upon Tyne NE13 9AA

By Email (scanned copy): uk.financesubscriptions@sage.com