

# Introducer Agreement

between



and



# Introducer Details

Introducer company	
Main contact	
Registered number (for limited companies only)	
Address	
Telephone number 1	
Telephone number 2	
Email	
Fee arrangements (on completion):	50:50 is normal. Average case size £4,500. UKPF receive the first £2,000 of all fees received. All fees received above £2,000 and up to £4,000 will be paid to the introducer. Total commission above £4,000 is split 50:50 between the introducer and UKPF.
Bank details for payment	Company name:  Sort code:  Account number:

The introducer named above, agrees to introduce business to UK property Finance subject to the terms and conditions on this introducer's agreement.

Signature (for and on behalf of the introducer)	Print name
Date	

Signature (for and on behalf of UK Property Finance Ltd)	Print name

Signature (for and on behalf of the introducer):	Date:

# Introducer Terms & Conditions

## 1. SCOPE

1.1 the terms and conditions within this introducer agreement shall apply to the provision by the named introducer (“you”) to UK Property Finance Limited (“us”) of the introduction, conduct as specified.

1.2 acceptance of the introducer agreement indicates acceptance of these terms and conditions. In the event of any inconsistency between these terms and conditions and any express conditions then such express conditions shall prevail.

## 2. DEFINITIONS AND INTERPRETATION

2.1 in this agreement, the following words have the following meanings;

‘business’	advising and/or arranging or agreeing to do the same and carrying out other intermediation activities in relation to those types of mortgage contracts (regulated and non-regulated) referred to in the introducer agreement or otherwise specified by us in writing from time to time
‘client’	the person identified by you and introduced by you to us (not being somebody that we know already) and for whom we subsequently conduct business
‘completion’	loan money is received by the client and lender pays commission and brokerage fee (if applicable)
‘fee’	all fees referred to in the introducer agreement for the introduction of a prospective client in accordance with this agreement and could include brokerage fees and lender commission
‘our’	refers to us
‘prospective client’	a person identified by you as being someone who has a requirement for one or more of the products in relation to which we conduct business
‘regulated’	refers to those kinds of business that are regulated by the regulator
‘regulated activities order’	the Financial Conduct and Markets Act 2000 (regulated activities) Order 2001 S.I 2001 No. 544 and all relevant superseding orders and amendments
‘regulator’	means the Financial Conduct Authority, as applicable at the relevant time (and any superseding bodies)
‘regulatory’	refers to the prevailing regulatory regime operated by the relevant regulator
‘us’	UK Property Finance (UKPF) Ltd
‘your/you’	refers to you the introducer

2.2 in this agreement, unless the context otherwise requires any reference to a person shall be construed as a reference to any individual firm company or other person (natural or legal).

Signature (for and on behalf of the introducer):

Date:

# Introducer Terms & Conditions

## 3. INTRODUCTION OF CLIENTS

3.1 in return for us agreeing to pay you fees, you will:

3.1.1 always use all reasonable endeavours to generate business for us and acting in good faith, introduce prospective clients to us.

3.1.2 comply with this agreement in respect of all prospective clients that you introduce to us.

3.1.3 ensure that all individuals working on your behalf introducing prospective clients to us comply with this agreement.

3.2 in relation to any prospective client that you introduce to us:

3.2.1 you will, where applicable, comply with all relevant regulatory requirements in relation to that introduction and (without prejudice to the generality of the foregoing) you will:

3.2.1.1 before making the introduction to us, disclose in writing to the prospective client the details of the fee that may become payable to you in return for making the introduction.

3.2.1.2 before making the introduction to us, disclose in writing to the prospective client, where applicable, an indication of any other reward or advantage arising out of the introduction.

3.2.1.3 maintain appropriate written records of all disclosures made to the prospective client in connection with the introduction.

3.2.1.4 keep such records for a period of at least 6 years from the date of introduction to us.

3.2.1.5 provide us with copies of such records promptly on demand.

3.2.1.6 comply with all applicable requirements of the regulated activities order and you will not

3.2.1.7 receive directly or indirectly from the prospective client any payment in connection with business subsequently conducted by us for that person, or in connection with any transaction which the client enters into with or through us as a result of the introduction, save for the fee payable by us under this agreement.

3.2.1.8 handle any client's money or assets.

3.2.1.9 engage in the regulated activities of 'arranging bringing about' or 'making any arrangements with a view to', as defined by the regulated activities order'.

3.2.1.10 otherwise carry out any regulated activities for which you do not have regulatory authorisation.

3.2.2 you will provide us in writing with enough contact details including full name, address and at least one daytime telephone number to enable us to contact the prospective client and will ensure:

3.2.2.1 that those contact details are recorded and communicated to us accurately.

3.2.2.2 that consent from the prospective client has been obtained to those contact details being passed to us.

3.2.2.3 that all other steps have been taken to enable us to use and process those contact details (in connection with the conduct of business for the prospective client) lawfully and in accordance with the Data Protection Act 2018.

3.2.3 you have no authority and you will not hold yourself out or permit any other person to hold you out as having authority, to make any warranty or representation about us or the conduct of business by us or otherwise to bind us in any way.

Signature (for and on behalf of the introducer):

Date:

# Introducer Terms & Conditions

3.3 following any introduction by you of any prospective clients:

3.3.1 we will use our reasonable endeavours to contact and keep you apprised of progress with that prospective client, subject to any confidentiality obligations that we may owe to that person. We will provide a written quotation which will be sent directly to the client and we will process the cases of any agreed sales through to completion.

3.3.2 you will co-operate fully in the investigation and resolution of any complaints made by that prospective client with the conduct of business for that person.

3.3.3 we will not be liable to you for any failures on our part to conduct business for the prospective client in accordance with any regulatory requirements and/or with any other duties (whether in contract, tort or otherwise) that we may owe to that person and in particular (but without limitation) we will not be liable to you for any damage to you for reputation or other loss or damage suffered by you in consequence of any such failure.

## 4. FEES

4.1.1.1 in respect of each client introduced by you to us, we will pay you a fee in accordance with the introducer agreement.

## 5. CONFIDENTIALITY

5.1 subject to clause 5.2 below, you will:

5.1.1 keep confidential any and all confidential information that you may acquire in relation to prospective clients, our business agreement, affairs and/or clients.

5.1.2 not use or disclose such confidential information for any purpose other than to perform your obligations under this agreement.

5.1.3 ensure that your officers, employees and any other person to whom such confidential information is legitimately disclosed (as determined by clause 5.1.2 above) comply with the provisions of this clause 5.1.

5.2 the confidential obligations set out at clause 5.1 above will not apply to any information which is publicly available or becomes publicly available through no act or omission of yourself, or which you are required to disclosed by law or any regulator.

## 6. ARRANGEMENTS

6.1 you acknowledge and agree as follows:

6.1.1 that we act as a short term lender unregulated by the Financial Conduct Authority and that introductions made by you under the agreement are made for the benefit of both of us.

6.1.2 that, accordingly, we will be entitled, in accordance with the contracts (Rights of Third parties) Act 1999 (and any relevant superseding legislation and amendments), to enforce clauses 3.1 3.2 3.32 and 5 of this agreement against you.

6.2 for the avoidance of doubt and except as provided in clause 6.1 above, nothing in the agreement is intended to confer on any person any rights under the contract (Rights of Third Parties Act) 1999.

Signature (for and on behalf of the introducer):

Date:

# Introducer Terms & Conditions

## 7. TERMINATION

7.1 either we or you may terminate this agreement at any time by giving the other not less than 30 days written notice to that effect.

7.2 either party may terminate this agreement immediately to serving written notice to that effect on the other party if:

7.2.1 the other party commits a material breach of this agreement and (if capable of remedy) fails to remedy that breach within 30 days after being given written notice to do so.

or:

7.2.2 the other party makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction).

7.3 this agreement with automatically terminate, without the need for either party to give any notice to the other, on the termination (for whatever reason) of any regulatory authorisation.

7.4 following any termination of this agreement:

7.4.1 we will continue to account to you, in accordance with clause 4 above, for fees due to you in respect of clients introduced to us prior to the date of termination but we will not be under any obligation to pay fees in respect of any clients introduced after that date.

7.4.2 you will continue to be bound by those provisions in this agreement that are by implication intended to continue in force after termination, including (but without limitations) clauses 3.2.1.5, 3.2.1.6, 3.3.2, 3.3.3, 5, 6 and 7.

## 8. GENERAL

8.1 you are not entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under this agreement without our prior written consent.

8.2 this agreement will be governed by and construed in accordance with English law. Any dispute arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the English courts, to which each of the parties irrevocably submits.

8.3 this agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of it shall supersede any previous agreement(s).

8.4 each of the parties acknowledges and agrees that it has not been induced to enter into this agreement in reliance upon and has not given any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this agreement. Nothing in this agreement shall operate to exclude or limit any liability for fraud.

8.5 unless specifically asked by us to do so you must cease contact with the client once introduced to us and until at least the conclusion of the transaction.

Signature (for and on behalf of the introducer):

Date: