

# Introducer Agreement Form

V2.0

## Introducer agreement

### Company information

Company name:

Additional trading names:

Company number:

Principal place of business – address

*If this is not the same as the FCA register, please explain:*

Registered office (if different):

Telephone:

Email:

Website:

### Direct contact details

First name:

Surname:

Position in company:

Email:

Direct line:

Mobile:

### Regulation and affiliations

Are you a directly authorised firm/individual by the FCA?

Yes

No

If yes, FCA number:

If you are an appointed representative, name of principal:

FCA number of network:

Are you authorised to advise on regulated mortgages?

Yes

No

How much professional indemnity insurance do you have? (please provide a copy of your PI certificate).

ICO number:

List any trade bodies you are a member of:

## Company bank account details

### FOR COMMISSION/FEE PAYMENT

Bank name:

Account name:

Account number:

Sort-code:

1. Any reference to a Clause shall be reference to a Clause of this agreement unless the context requires otherwise.
2. Words importing the singular meaning shall include the plural meaning and vice versa and words importing gender shall include the other gender, and the whole shall include any part.
3. References to any statute or section of any statute or any statutory instrument or other legislation shall include a reference to any amendment, modification or re-enactment of them for the time being in force and to every instrument, order, direction, regulation, condition, scheme or other such matter made under them or pursuant to them.
4. Subject to the terms and conditions of this agreement, Alternative Bridging Corporation Limited ("ABC") hereby agrees that the Introducer may introduce potential customers ("the Customers", and each a "Customer") to ABC for the purpose of ABC providing a Loan and associated services to the Customer.
5. The Introducer warrants to ABC that:
  - 5.1 where appropriate it will hold relevant permissions and registration with the FCA for any activities it carries out in relation to the introductions that would be regulated under FSMA.
  - 5.2 (where applicable) if it acts as an unregulated packager, it will take all reasonable steps necessary to ensure that the introduced Customer has received mortgage advice and/or information, as required under the provisions of MCOB, from another person who holds relevant permissions and registration as specified in 5.1.
  - 5.3 where appropriate, hold a relevant and current registration with the Information Commissioner in respect of its control and processing of data, and further that it will comply with all aspects of data protection legislation including the GDPR and guidelines issued by the Information Commissioner as may be in force or issued from the time to time and more particularly it will not place ABC in breach of the GDPR.
  - 5.4 it will notify ABC forthwith if it is subject to a regulatory investigation by the FCA or any other regulator.
  - 5.5 it will not act or purport to act for ABC other than as envisaged by this agreement.
  - 5.6 it will not enter into any arrangement with a Customer on ABC's behalf.
  - 5.7 it will notify ABC of any complaints it receives from Customers who have taken a Loan from ABC as a result of an introduction made by the Introducer.
  - 5.8 where the complaint in whole or in part relates to product or services provided by ABC, it will provide ABC with such information as it may reasonably require in regards to Loans granted by ABC to any of the Customers.
6. The Introducer will:
  - 6.1 advise and/or provide information to potential Customers in accordance with the provisions of MCOB and any other relevant requirements of FSMA, as applicable, in relation to the Loans offered by ABC.
  - 6.2 introduce Customers to ABC for the purpose of obtaining a Loan, including but not limited to assisting potential Customers in the preparation of application forms and forwarding such applications to ABC.
  - 6.3 warrant that it will act only as an Introducer pursuant to the terms of this agreement.
  - 6.4 comply with such reasonable directions as to the manner in which it shall carry out business pursuant to this agreement as ABC shall set out from time to time in writing.
  - 6.5 for the purposes of resolving any dispute under this agreement, or for responding to enquiries of the FCA or other regulator or to investigate a Customer's complaint, the introducer shall co-operate fully with ABC and fully disclose all files, documents and papers (in so far as it is lawfully permitted to do so) relating to or connected with the business conducted pursuant to this agreement and permit copies thereof to be taken.
  - 6.6 not submit any new business to ABC from the effective date of termination in the event that a notice of termination is served under clause 11 hereof.
  - 6.7 comply at all times with the GDPR and all regulations, principles, guidelines and guidance notes issued hereunder or by the Information Commissioner and shall be responsible for carrying out its own customer due diligence verification exercises in order to comply with all applicable regulatory requirements for accepting any Customers.
7. The Introducer will be able to charge a fee to Customers for advice and for arranging the Loan for each introduction that is made by the Introducer to ABC, which leads to the successful completion of a Loan. Such fees will be required to be clearly disclosed in the pre-sale document (including Mortgage Illustration/ESIS) issued by the Introducer to any Customer subject to prior agreement about the Introducer's fee charging structure with ABC.
8. The Introducer shall ensure that they disclose to a Customer any commission payable to them by ABC, or any other person in relation to the Loan. ABC shall pay commission to the Introducer at the rate agreed. The commission shall be inclusive of any applicable value added tax (VAT).
9. ABC may at any time without notice to the Introducer, set off any liability of the Introducer to ABC under this agreement against any liability of ABC to the Introducer under this agreement, whether either liability is present or future, liquidated or unliquidated. Any exercise by ABC of its rights under this clause 9 shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
10. In the event that this agreement is terminated by either party in accordance with clause 11 and clause 12 then any remuneration payable to the Introducer will be paid in respect of the period up to and including the expiry date of the termination notice served by either party. The end of such notice period shall be the termination date, save for any pipeline cases, which will be paid to the Introducer upon completion.
11. ABC shall be entitled to terminate this agreement immediately by giving written notice to the Introducer if any one or more of the following events happen:
  - 11.1 the Introducer commits any breach of any of the terms or conditions of this agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice from ABC giving full particulars of the breach and requiring the same to be remedied.
  - 11.2 an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the Introducer.
  - 11.3 if the Introducer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with or assignment for the benefit of its creditors or if the Introducer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if the Trustee, Receiver, Administrative Receiver, Administrator or similar officer is appointed in respect of all or any part of the business or assets of the Introducer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Introducer or for the making of an Administrative Order (other than for the purpose of an amalgamation or reconstruction) on the conviction of any director or employee of the Introducer of any criminal offence (other than a minor traffic offence) which in the reasonable opinion of ABC has a material adverse effect on the agreement or the reputation of either party.
  - 11.4 the Introducer goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the Introducer resulting there from effectively agrees to be bound by or assume the obligations imposed on the Introducer under this agreement).
  - 11.5 if the Introducer restructures, amalgamates or alters in any way its structure or if there is any change in controlling shareholders or their interests or holdings other than that which may occur as a result of internal restructuring within the Introducer's group.
  - 11.6 the Introducer ceases or threatens to cease to carry on business.
  - 11.7 if there is any change in applicable laws or regulations which renders or will render the continuation of this agreement unlawful or impractical.
  - 11.8 the Introducer suffers or undergoes any procedure analogous to any of those events specified in this clause 11.
  - 11.9 ABC can terminate this agreement on written notice if it reasonably considers that the Introducer is no longer suitable to act as an Introducer.
12. This agreement may be terminated by either party giving to the other party a minimum of one months' notice in writing.

13. It is further agreed that:
- 13.1 in addition to any other remedy available to ABC, the Introducer irrevocably and unconditionally agrees to indemnify up to £1 million and on demand and keep so indemnified ABC from and against any and all claims, demands, actions, proceedings, losses (excluding indirect and consequential losses), costs, expenses, damages or liabilities (whether criminal or civil) which are made or brought against or incurred or suffered by ABC whether wholly or in part resulting from any breach by the Introducer, including its employees, servants or agents of any of its obligations under this agreement.
  - 13.2 neither party shall at any time disclose any information which may come to its knowledge because of this agreement whether oral or written and whether or not such information is expressly stated to be confidential or marked as such) concerning the practice, dealings or business of the other party.
  - 13.3 neither party shall knowingly or recklessly do anything to bring the name of the other party into disrepute, nor engage in any conduct which in the opinion of the other party is prejudicial to that party's business.
  - 13.4 the Introducer shall at all times use reasonable and proper methods of procuring business and shall use all due care and diligence and shall cultivate and maintain good relations with Customers and potential Customers in accordance with sound commercial and regulatory principles.
  - 13.5 all notices, requests, demands or other communications between the Introducer and ABC served upon either the Introducer or ABC shall be given in writing. All such notices shall be addressed if to the Introducer at the Introducer's address at the beginning of this agreement and if to ABC at the address shown in this agreement or such other address as is notified by one party to the other from time to time.
  - 13.6 if there shall be any dispute or difference between the parties concerning this agreement such dispute or difference may be referred on the application of any party to an independent solicitor for determination or in the event of dispute on the application of any party by the President for the time being of the Law Society in England and Wales who shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be borne as he or she shall direct and failing direction by the parties in equal shares.  
Such expert shall be entitled to seek and obtain such outside advice and assistance and reports as he or she shall require but shall not be bound thereby.
14. Where the Introducer does not hold required regulatory permissions, it will ensure that the Customer has received advice and/or information from an FCA authorised broker before introducing the Customer to ABC. ABC does not confer on the Introducer any implied appointed representative status (as defined in the FCA rules) for the purposes of this agreement.
  15. If at any time any part of this agreement (including any one or more of the clauses of this agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this agreement and the validity and/or enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired as a result of that omission.
  16. No purported variation or alteration of this agreement shall be effective unless it is made in writing, refers specifically to this agreement and is signed by or on behalf of each of the parties hereto.
  17. The rights and remedies of either party in respect of this agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights and remedies. The waiver by either party of any breach of this agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
  18. Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity, by statute or otherwise.
  19. This agreement contains the entire agreement between the parties in relation to its subject matter.
  20. This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales.
  21. The contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person who is not a party to this agreement (including any employee, officer, agent, representative or subcontractor of either party shall have the right (whether under the contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.
  22. This agreement shall not create any partnership or agency arrangement between ABC and the Introducer.
  23. Nothing contained in or implied by this agreement shall give rise to any entitlement to an obligation of exclusivity from ABC in favour of the Introducer.

**On behalf of Alternative  
Bridging Corporation Limited:**

**On behalf of:**

**Date:**

**Date:**

**Name:**

**Name:**

**Position:**

**Position:**

**Signature:**

**Signature:**