**INTRODUCER AGREEMENT FORM**

This introducer agreement is made on and effective from \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and is between the undersigned parties: –

 (i) Bufield Consultants Limited, whose trading address is Watling Chambers, 214 Watling Street, Cannock, WS11 0BD (“the Firm”)

and

(ii)   Introducer Name:     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      Company Name:        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      Address:     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Introducer”)

TERMS OF AGREEMENT

Bufield Consultants Limited, are authorised and regulated by the Financial Conduct Authority (FCA), under whose guidance and terms we have outlined the nature of our relationship in this agreement.

Both the Introducer and the Firm have agreed to form a business relationship in which the Introducer is to provide, from time to time, introductions to the Firm, with a view to providing the introduced clients, any of the products and/or services that they offer.

1. Definitions

In this Agreement, unless the text specifically notes otherwise, the below words shall have the following meanings: –

 “CCA” means the Consumer Credit Act 1974 and 2006

 “Client” means any person or organisation who is the subject of an Introduction

“FCA” means the Financial Conduct Authority

 “FCA Rules” means the rules and guidance issued by the Financial Conduct Authority

 “FSMA” means the Financial Services and Markets Act 2000

“Introduction” means the referral by the Introducer of any Client to the Firm in accordance with this Agreement

“Money Laundering Rules” means together the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000

“Regulator” means any relevant government entity who is responsible for authorising, supervising or otherwise regulating any part of the Introducer or Firm

 2. Appointment

 2.1 The Introducer will use the Firm to introduce potential clients, only with the knowledge and full consent of any such client.

2.2 This agreement does not give the Introducer an ‘Appointed Representative Status’ as defined by the FCA rules and does not authorise the Introducer to carry out any business licensed under the CCA, unless the Introducer is duly licensed to do so in their own right.

2.3 If the Introducer carries out any regulated activities as defined by the FCA or FSMA, the Introducer agrees that they are wholly responsible for ensuring that they are authorised and licensed to carry out any such activity.

 2.4 The Introducer is not authorised to carry out any regulated activity under the permissions, authorisation or licence of the Firm.

3. Scope & Appointment

3.1 The appointment of the Introducer for the purposes of submitting applications in respect of business shall be at the discretion of the Firm and shall come into effect upon written notice of acceptances being given by or on behalf of the Firm to the Introducer.

3.2 The Introducer warrants that in introducing business pursuant to this Agreement, he is not in breach of any express or implied term(s) of any contract or any other legal obligation binding upon him or of any laws, regulations or rules of any competent authority in any relevant jurisdiction.

3.3 The Introducer shall always observe this Agreement and any amendments subsequently made thereto.

3.4 The rights and obligations of the Introducer contained in this Agreement may not be transferred or assigned to any person without the prior written consent of the Firm.

3.5 This Agreement may be varied at any time, by agreement in writing between the Introducer and the Firm or by written notification by, or on behalf of the Firm, to the Introducer at its correspondence address. In such cases, the Firm will provide 14 days’ notice of said variation (but without prejudice to any accrued rights or liabilities of the Introducer prior to such change).

3.6 The benefit of this Agreement (subject to the obligations) may be assigned by the Firm to any third party.

4. Introducer Obligations & Responsibilities

Under the scope of this agreement, the Introducer agrees to ensure that: –

4.1  All clients Introduced to the Firm are done so with the client’s express knowledge and permission.

4.2 They do not sell or promote themselves as acting on behalf of the Firm and must make it clear to clients that they are acting as an Introducer at all times.

4.3 That they have processes and controls in place to ensure that all business activities, letters, website content, advertising and marketing material comply with the Consumer Protection from Unfair Trading Regulations 2008, Proceeds of Crime Act 2002, Terrorism Act 2000, Money Laundering Regulations 2017, Privacy and Electronic Communications (EC Directive) Regulations 2003, Bribery Act 2010 and any other legal requirements.

4.4 That they are registered with the Information Commissioners Office to process data under the [Data Protection Act 2018/GDPR] and that they comply with the principles of regulations.

4.5 Where it does not have a Part 4A permission for debt counselling and is not an appointed representative of a firm with such permission, does not carry on debt counselling in obtaining or passing on Introductions to the firm.

4.6 Where it carries on debt counselling, has and continues to have a Part 4A permission for debt counselling or is an appointed representative of a firm with such permission.

4.7 Where it does not have a Part 4A permission covering the relevant activity, does not claim to or imply that it provides debt counselling or debt adjusting or that it is providing credit information services.

4.8 It does not does not falsely claim or imply in any way that it is or represents a charitable or not-for-profit body or government or local government organisation.

4.9 They act always in a manner which upholds the reputation and good standing of the Firm.

4.10 They have disclosed to clients any fees, benefits or commissions earned from the Introduction.

4.11 They keep legal, statutory and regulatory records of all client Introductions and can provide these to the Firm within 48 hours’ notice.

4.12 They adhere to any internal and/or regulatory complaints procedure involving an Introduced client or any related matter.

4.13 They have full power and authority to act as an Introducer and to enter into this agreement with the Firm.

4.14 They provide the client with clear, fair and easy methods of communication and options for cancelling the Introduction at any stage.

4.15 All information passed to, and business dealings with the Firm are treated in the strictest confidence and that no information will breach this confidence except for where legal or regulatory authorisation permits them to do so.

5. Firm’s Obligations & Responsibilities

Under the scope of this agreement, the Firm agrees to ensure that: –

5.1 It will check with the Information Commissioner’s Office that the Introducer is appropriately registered under the Data Protection Act 2018 and complies with the GDPR where applicable.

5.2 It will check the Introducer’s Privacy and Electronic Communications (EC Directive) Regulations 2003 process documentation.

5.3 It can identify, upon request, all Introducer’s from which they have received Introductions along with a copy of a signed Introducer Agreement.

5.4 It complies with all legal and regulatory requirements concerning the use of Introducers as a form of lead generation.

5.5 Prior to entering into any contract with a client, the Firm will disclose the existence of any benefits, fees or commissions it has received as relevant to the service provided to the client, and if requested by the client, any amounts received.

6. Agreement Termination

6.1 This agreement may be terminated by either the Firm or the Introducer by providing [Termination Notice] notice in writing or can be terminated with immediate effect should a material breach occur.

6.2 This agreement shall terminate immediately in the event that either party becomes bankrupt or insolvent or if the Introducer fails to hold the legal, statutory or regulatory licence or authorisation required to act as an Introducer.

7. Remuneration and Commission

7.1 The agreed remuneration and payment terms  between the Firm and the Introducer is agreed by both parties before engaging in any business and agreed in writing.

7.2 The Introducer can receive commission in respect of business introduced by it and accepted by the Firm. The Firm reserves the right in its absolute unfettered discretion to reject any business referred in respect of any client without giving reason therefore.

7.3 The rates of commission and terms of payment thereof are agreed as per above 7.1 of this agreement and hereto may be modified at any time by notice in writing by the Firm to the Introducer.

7.4 Commission will be paid in the currency GBP Sterling and only to the introducers direct bank account.

IN WITNESS below of the parties or their duly authorised representatives have signed this agreement in accordance with all its clauses and on the day, month and year stated at the top of this agreement.

Signed on behalf of the Introducer:

Signed:                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:                   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:                             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name:             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of Bufield Consultants Ltd:

Signed:                           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:                              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name:              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:                          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_