

# Introducer Registration Form

## Please fax to 0845 260 7512

### YOUR DETAILS

COMPANY NAME: .....

ADDRESS .....

TOWN..... COUNTY ..... POST CODE .....

CONTACT..... POSITION.....

OFFICE TEL..... MOBILE..... FAX.....

ADDITIONAL CONTACT..... POSITION.....

OFFICE TEL..... MOBILE..... FAX.....

Email .....

### YOUR CONSUMER CREDIT LICENSE

DATE ISSUED..... DATE OF EXPIRY .....

Please attach a copy of your CCL with the registration form

### COMPLIANCE

ARE YOU DIRECTLY AUTHORISED BY THE FSA?                      YES/NO

IF YES - WHAT IS YOUR REGISTRATION NUMBER                      .....

IF NO - ARE YOU PART OF A NETWORK?                      YES/NO

NAME OF NETWORK REGISTERED WITH                      .....

### YOUR BANK DETAILS

NAME OF BANK..... SORT CODE ..... ACCOUNT NUMBER.....

ACCOUNT NAME.....

PREFERRED METHOD OF PAYMENT                       BACS                       CHEQUE

Commission is paid direct to you by cheque or BAC's if you prefer. Commission is paid within 7 days of the client's loan completion.

### Signed on behalf of the Introducer:

I confirm that I have read the terms and conditions overleaf and I agree to be bound by these terms and conditions.

Signed..... Company Name.....

Name..... Position..... Date.....

**FOR POSITIVE LENDING USE ONLY**                      APPROVED?                      YES/NO                      Assigned To: .....

Registration No:.....

SIGNED..... DATE:.....

NAME..... POSITION.....

Positive Lending is a trading style of Positive Lending (UK) Limited.

# Terms & Conditions

[www.positivelending.co.uk](http://www.positivelending.co.uk) [introducers@positivelending.co.uk](mailto:introducers@positivelending.co.uk) [applications@positivelending.co.uk](mailto:applications@positivelending.co.uk)

Definitions: In this agreement “We”, “Us”, “Our” and “Positive Lending” means “Positive Lending (UK) Limited”.

“You” or “Your” means the trading name of the business that you have entered on the registration form.

“The lender” is the financial institution to where applications are submitted.

References in this Agreement to any statutory provision or external organisation shall include a reference to such provision or organisation or rules of such organisation as from time to time re-enacted, amended, extended or replaced.

FSA means the Financial Services Authority.

“The Act” means the Data Protection Act 1998.

## 1. Scope

You are hereby appointed to Introducer Appointed Representative status (as described in the FSA rules) by Positive Lending, who will act as the principal.

## 2. Authority

2.1 You are authorised to effect introductions for Regulated Mortgage Contracts to Positive Lending Limited. An introduction means passing to Us customer’s contact details (as prescribed by Us from time to time).

2.2 You will be permitted to distribute promotional material that has been provided by Us. You may only advertise on Our behalf, use Our name, brand or trade names, trademarks or logos, with our written permission.

2.3 You will not be permitted to carry out any of the following activities:

2.3.1 Discussing the customer’s secured borrowing (with the exception of secured borrowing not regulated under the Financial Services & Markets Act 2000, i.e. 2nd mortgages and mortgages not secured on the borrowers own home).

2.3.2 Giving advice or making recommendations on any aspect of the products available through Positive Lending.

2.3.3 Issuing a standard Positive Lending application form, or any other literature to a customer, other than approved promotional literature.

2.3.4 Forwarding a standard Positive Lending application form to Positive Lending, a lender or insurer.

2.3.5 Completing or assisting the customer in the completion of a standard Positive Lending application form.

2.3.6 Discussing with or representing the customer in respect of any aspect of a standard Positive Lending application form.

2.3.7 Collecting or passing on to Us a fee or charge related to the mortgage application.

2.4 Nothing in this Agreement shall require Us to accept any mortgage application.

2.5 You will not:

2.5.1 Assign this agreement or any part of it;

2.5.2 Delegate any of Your responsibilities under this Agreement to a third party or appoint an Introducer Appointed Representative.

## 3. Fees

3.1 Payment terms from the company to the introducer: Payment of introducer commissions will be made by cheque within 7 days of the completion of the loan. All commission must be paid to the Registered Name or Trading Variation as per your Consumer Credit Licence. By agreeing to these terms and conditions, you are confirming that your Consumer Credit License is in date and that the trading name of the business you are registering with us appears on the license exactly as you have entered it.

COMMISSION RATES (paid as a percentage of the net loan borrowed by the customer)

Secured Loans = 3% of the loan advance with PPP, 2% of the loan advance No PPP

Further advance = 2.0% (applies to existing iGroup Loans Ltd, Igroup Mortgages Ltd, Money Partners Ltd and Money Partners Mortgages Ltd customers only)

Unsecured Loans = Commissions vary dependant on the lender selected. Commissions vary from 0.2% to 1% and you will be advised at the time of application of the commission due.

Bridging Loans = Commission paid to Positive Lending vary depending on the quality of the case. We will advise you of the commission due to You when the application has been accepted.

Commercial loans – 50% of the broker fee and 0.5% of the loan advance.

3.2 Fee rates may be adjusted from time to time at Our discretion. We will give you 30 days’ notice of any such change.

## 4. Termination

4.1 This Agreement may be terminated:

4.1.1 By mutual agreement at any time; or

4.1.2 by either party on the expiry of 30 days’ written notice delivered by registered or recorded delivery post.

4.2 We will have the right to cancel this Agreement with immediate effect in the event of the following circumstances

4.2.1 Fraud;

4.2.2 civil/criminal charges material to the operation of the business under the terms of this Agreement;

4.2.3 any breach of this Agreement. 4.3 In the event of Your death, bankruptcy, winding up or making an arrangement or composition with creditors, or if You become resident outside the United Kingdom or (being a company) change its place of registration or have its ownership or control altered without Our prior consent, this Agreement will automatically come to an end.

## 5. Agency Information

You must notify Us immediately in writing of any changes to Your circumstances such as change of address, legal entity, trading status, engaging other business activities, change in related regulated activities or other material facts.

## 6. Company Property

6.1 You will make all documents belonging to Us and in Your possession available to Us or FSA (or Our, or FSA’s representatives) for inspection at all reasonable times.

6.2 If this Agreement is terminated or notice of termination is given, You will deliver such documentation to Us forthwith.

## 7. Jurisdiction

This Agreement shall be constructed according to English Law and both parties will submit to the jurisdiction of the English Courts.

## 8. Variation

We may vary the terms of this Agreement by written notice to You from time to time.

## 9. Compliance

9.1 You will comply with the instructions issued by Us from time to time in respect of Your introducer appointed representative status. Both parties will comply with all legal and regulatory requirements as are applicable to their obligations under this Agreement and will co-operate fully with each other for the purpose of such compliance.

9.2 Positive Lending and the FSA will have the right to make any visit it deems necessary to your premises, or to request any information from you in the course of monitoring Your activities.

## 10. Data Protection

10.1 Any terms used within this clause that are defined in the Act shall have all the same meanings as are given to them in the Act. All references to the Act include any modifications or re-enactments of it and all regulations and codes of practice enacted under it.

10.2 You undertakes that You

10.2.1 Has at the date of this agreement, and will at all times make all necessary notifications to the Office of Information Commissioner and that the introducer will at all times comply with the provisions of the Act.

10.2.2 Will not use or process personal data in relation to which We are the data controller for any purpose save for monitoring the progress of its clients loan applications or for such purposes as We may agree in writing unless You has the explicit consent of the individual to whom the personal data relates to use the same for other purposes;

10.2.3 Will keep secure (as provided by the Act) all personal data in relation to the company is the data controller and which the introducer processes and will take all such measures as are required under the Act;

10.2.4 Will permit Us, our employees and agents to audit and have access to inspect all such security measures of Your company upon written notice from the company upon understanding that We and our employees and agents will keep confidential any business or trade secrets it or they may acquire as a result of such audit and access;

10.2.5 Will promptly implement at You/Your own cost any additional steps We deem necessary to comply with the security measures of the Act;

10.2.6 Consents to and has explicit consent from each relevant individual to communicate/transfer the individuals personal data to the company and for the company to use/process the same, by any medium, in or in connection with the application for processing of any loan/mortgage and for the purposes set out in Our borrowers applications forms (a copy of which can be provided); and

10.2.7 Will comply with the terms and conditions for use of website facilities or services offered by Us from time to time.

10.3 You will ensure that any third party introducer or sub-brokers will comply with the provisions of this section 10.

Positive Lending (UK) Limited is registered in England no 6700848. Registered office: B10 Arena Business Centre, Ferndown Industrial Estate, Ferndown, Dorset BH21 7SH.

Positive Lending is a trading style of Positive Lending (UK) Limited.

B10 Arena Business Centre  
9 Nimrod Way, Ferndown Industrial Estate  
Ferndown Dorset BH21 7SH

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