

# Introducer Agreement

## Section 1 – Introducer details

|                    |                      |
|--------------------|----------------------|
| Company/firm name  | <input type="text"/> |
| Company reg number | <input type="text"/> |
| Address            | <input type="text"/> |
| Postcode           | <input type="text"/> |
| Website            | <input type="text"/> |

## Section 2 – Regulatory details and affiliations

|   |                              |                             |            |                      |            |                      |
|---|------------------------------|-----------------------------|------------|----------------------|------------|----------------------|
| FCA directly authorised                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | FCA number | <input type="text"/> |            |                      |
| Are you a member of a Network or Mortgage Club? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Name       | <input type="text"/> | FCA number | <input type="text"/> |

## Section 3 – Primary and authorised contacts

|                     |                              |                             |                                     |
|---------------------|------------------------------|-----------------------------|-------------------------------------|
| Title               | <input type="text"/>         |                             |                                     |
| Forenames           | <input type="text"/>         |                             |                                     |
| Surname             | <input type="text"/>         |                             |                                     |
| Address             | <input type="text"/>         |                             |                                     |
| Postcode            | <input type="text"/>         |                             |                                     |
| Office number       | <input type="text"/>         |                             |                                     |
| Mobile number       | <input type="text"/>         |                             |                                     |
| Email               | <input type="text"/>         |                             |                                     |
| Are you a director? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | A director needs to sign this form. |

## Section 4 – Bank details

**Please note:** We will only send money to the below account unless amended by above authorised individuals.

|                |                      |
|----------------|----------------------|
| Account name   | <input type="text"/> |
| Sort code      | <input type="text"/> |
| Account number | <input type="text"/> |

## Section 5 – Data protection and compliance

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Are you aware of and are you compliant with the Data Protection Act 2018?      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have you given notification to the Office of the Information Commissioner?     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do you have Professional Indemnity Cover in place?                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Can you confirm you are compliant with the General Data Protection Regulation? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## Terms and conditions

This application is made by the intermediary named overleaf ("You"). Once accepted by Octane ("We/Us/Company"), a contract will be created between You and Us which incorporates all the terms shown on any page of this document. Octane Property Finance Limited trading as Octane Capital Limited ("Octane").

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the trading addresses or by email and shall be deemed to have been received:

- i. By first class post, 48 hours after the date of mailing;
- ii. By email to [deals@octanecapital.co.uk](mailto:deals@octanecapital.co.uk).

### Lending Terms:

- We reserve the right to reject any application for a loan at any time before completion. By agreeing to these terms and conditions you indemnify us against all losses arising from such an event including administrative costs and potential commission earnings.

### Commission:

- Commission will be disclosed in each offer letter and no further amount will be payable on any particular loan.
- Payments of Commission shall only be made to the account specified in Section 3 of this Agreement.
- The Introducer shall be responsible for ensuring that the account details provided in Section 3 of this Agreement for the purposes of making any payment of Commission are up to date.

### Termination:

- Either of us may at any time write to the other and end this arrangement, no notice period being necessary.
- This Agreement may be terminated by the Company immediately in the event of: (i) a breach by the Introducer of any of its obligations hereunder; (ii) the Introducer's bankruptcy or insolvency; or (iii) the termination of any regulatory authorisation required by the Introducer for the conduct of its business.
- Once the Agreement has been terminated, no further Commission will be payable in respect of new Clients or existing Clients entering a new Facility. Any existing pipeline cases submitted and approved prior to termination will be paid post termination.
- On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you.

### Severability:

- If at any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

### Data Protection:

- The Company is registered under the Data Protection Act 2018. The Company will process personal data in a lawful and fair manner, and safeguard that information with an adequate level of protection. The Introducer gives the Company express consent to store, process and disclose to third parties all data and information obtained or held in relation to the Introducer as the Company deems reasonably necessary to provide Facilities or services to Clients introduced by the Introducer. The Introducer has a right to obtain a copy of the information held about them by the Company upon payment of the appropriate fee and to request that any inaccuracies concerning such information are corrected. Any such requests should be made in writing to Octane, Haskell House, 152 West End Lane, London NW6 1SD.
- You warrant that you will at all times whilst introducing business to us hold any relevant licenses and comply with all relevant laws and regulations. You also warrant that before providing information to us about an applicant you will have informed them of how we will use their personal information by providing them with a copy of our privacy notice.
- The Company will maintain records of data held about the Introducer for at least as long as required by law, and in any event for a minimum of six years from the date the Agreement is terminated.
- It is understood that all information provided must be accurate and correct and it is the Introducer's responsibility to check the information before entering into this Agreement.
- It is an offence to knowingly provide false information for the purposes of this application and you could be prosecuted for doing so.

### Governing law and jurisdiction:

- This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

### Exclusivity:

- The arrangement with us is not an exclusive one, so you may if you wish deal with other lenders or packagers and we may deal with any other introducers as we wish.

### Confidential:

- The Introducer shall keep confidential and shall not disclose to any person any of the terms of this Agreement or any information incidental or related thereto or to the business of the Company.

### Limitation of Liability:

- Nothing in this Agreement shall limit or exclude the Introducer's liability for death, personal injury, fraud, fraudulent misrepresentation and any liability which may not be lawfully limited or excluded.
- "The Company shall not be liable in any circumstances to the Introducer for consequential, special or indirect losses, or for the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) and whether the same heads of excluded loss arise under contract, statute, tort (including without limitation, negligence), or otherwise."
- The Introducer may not assign, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Company.

**Notices:**

- "Contracts (Rights of Third Parties) Act 1999
- The Parties to this Agreement do not intend any third party to have any benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement."

**Relationship:**

- Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or principal and agent between the Company and the Introducer.
- You are not use the Octane logo or branding on any of your product literature without express written permission from Octane.

**No Waiver:**

- No provision of the Agreement shall be waived unless agreed to be waived by the Parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by the Parties in writing.

**Regulatory Requirements:**

- If You deal with any work requiring authorisation under the Financial Services Act You must maintain proper authorisation from the Financial Services Authority. You must produce these to us for inspection when requested.
- You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by You to observe their requirements. You must also notify us of any events known to You which might give rise to such correspondence if those events were known to the relevant authority or regulator.

**To: Octane Property Finance and its group/subsidiary companies, their successors and assigns ("Octane") Credit Reference Agencies and Credit Searches**

- I/We understand that if I/we give Octane false or inaccurate information and Octane suspect fraud, then Octane will record this.
- I/We confirm that I/we have the explicit consent of all individuals whose details are included in this application form to disclose such details to The Company and to authorise The Company to process such details for the purposes of assessing my/our application.
- I/We have notified all such individuals that The Company holds such details and of the purposes for which the details will be processed.
- I/We agree that The Company shall be entitled to use and process, by any medium, the information in this application form and any other information The Company may acquire in relation to me/us and the individuals named in this application form for the purposes of assessing my/our application and, in the event of my/us being granted introducer facilities, for the purposes of administering and dealing with such introducer facilities. Such processing may include such enquiries as The Company thinks fit into the background of the business and its principals including making searches at one or more credit reference agencies.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: Checking details on applications for credit and credit related or other facilities; Managing credit and credit related accounts or facilities; Recovering debt; Checking details on proposals and claims for all types of insurance; Checking details of job applicants and employees.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- I confirm that I am authorised to sign this application on behalf of the entity named below. I confirm that all information given in support of the application to enter this agreement is true, and I agree to these terms and conditions.

Name

Signature  Are you a director? Only a director may sign this form.

Date   /   /

