

INTRODUCER AGREEMENT



SECTION 1 INTRODUCER DETAILS

Company / firm name*

Additional trading name/s*

Principal place of business (if this is not the same as shown on your FCA Permission please explain)

Registered Office address (if different from the above)

(please tick)

Sole Trader Partnership Limited Liability Partnership (LLP) Limited Company Public limited company

SECTION 2 CONTACT DETAILS

Name:

Position:

Tel number:

Mobile:

Fax number:

Email:

SECTION 3 CORPORATE DETAILS

Are you directly authorised by the FCA Yes No FCA Number:

Are you an appointed representative of an authorised network? Yes No FCA Number:

Name of network:

Are you a member of a professional body i.e. a solicitor or accountant? Yes No

If YES please give full details:

SOURCE OF BUSINESS: Please confirm where you generate your business from?

Where this is from a 3rd party have you checked that they have the necessary permissions in place? Yes No

SECTION 4 DATA PROTECTION COMPLIANCE

Have you given notification to the Office of the Information Commissioner? Yes No

Please give notification number:

SECTION 5 BANK DETAILS (commission to be paid into)

Bank Name:

Address:

Account Name:

Sort Code:

Account number:

SECTION 6 TERMS & CONDITIONS

1. The Introducer must conduct its business fairly and responsibly at all times with the intention of treating its clients fairly.
2. The Introducer must be authorised and regulated by the Financial Conduct Authority for its business activities at the point of submission and completion of any introduction.
3. **For Second Charge Loans regulated by Financial Conduct Authority.**
 - A - If visiting clients at their home the introducer should ensure that prior to visiting them they have obtained written permission to visit the clients in their home.
 - B - The introducer must not charge the clients any upfront fees. Any fee charged must be shown on the credit agreement and reflected in the Annual Percentage Rate (APR).
 - C -The introducer or any 3rd party should not initiate any contact with the client during the consideration period. The Client can contact the introducer or 3rd party during this time but if does so you can only answer specific questions regarding the application.
Note: For more information regarding the "consideration period" see the 'Second Charge Loan Process' document on our website.
 - D - If we do not have a contract with your network you are required to inform and account for any commission received from **CSC Loans** to them.
4. **CSC Loans** is an independent finance broker who has an extensive panel of lenders providing a comprehensive range of second charge loans (also referred to as Secured Loans or Second Mortgages). The panel may vary from time to time.
Note: **CSC Loans** can only source Second Charge Loans. We do not have access to first mortgages / remortgages / unsecured loans / debt management plans / IVAs and it is recommended that you have considered other options for your client.
5. **CSC Loans** will pay you the introducer a commission in respect of completed applications. The commission payable will be shown on the comprehensive quotation that the introducer will receive prior to us issuing paperwork to the clients. Where the introducer operates under a network or is an AR all commission may be payable to the principle. **Note:** **CSC Loans** does not claw back commission from introducers but in extreme cases retains the right to do so.
6. The introducer will ensure that all members of their staff are fully aware of the content of the agreement.
7. The introducer shall ensure that all of its marketing material is clear and not misleading and complies with the relevant legal and regulatory requirements.
8. Where a sub broker / third party are involved in a second charge loan application that has been submitted to **CSC Loans** you our introducer would check that they have the necessary permissions in place and could provide evidence of this if called upon.
9. **CSC Loans** does not endorse or support the introducer or any sub broker / third party to engage in any activities beyond the scope of their FCA Permissions.
10. The introducer or any sub broker / third party will only engage in activities which are covered under their permissions.
11. This agreement supersedes any previous agreement between the parties.

SECTION 7 SIGNATURES AND DECLARATIONS

I CONFIRM THAT I AM AUTHORISED TO SIGN THIS AGREEMENT ON BEHALF OF THE COMPANY NAMED BELOW. I CONFIRM THAT ALL INFORMATION GIVEN IN SUPPORT OF THE AGREEMENT IS TRUE, AND I AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT

Signature:

Date:

Signed by (insert name):

On behalf of (Company name):

Position:

COMPLIANCE AUDIT GUIDE

BROKER DETAILS

Company name:

Director name:

By signing below you are confirming that the following policies and procedures are currently in place:

COMPLAINTS

- An appropriate internal complaints procedure is in place within and this is published and available upon request by complainants.
- A complaints register is maintained and available for review should CSC Loans need to investigate a complaint involving yourselves

DATA PROTECTION

- All client information is kept in a lockable cabinet
- Computers that hold client data are locked when unattended
- Authorisation is provided by each customer applying for a second charge loan for a credit search to be carried out in their name
- Proof of authorisation for each customer can be provided upon request
- Data Protection Authority is to be maintained, is to be valid and up to date at all times
- Customer information is not passed to a third party unless authorised by an applicant

FRAUD PROTECTION

- It is our policy to do what we can to prevent **CSC Loans** being exposed to Money Laundering and Financial Crime
- We have customer due diligence policies in place and where certifying documents i.e. Proof of identification would always have seen the original proof.
- **CSC Loans** can rely upon all documentation provided by yourselves and the information to be contained therein to be true to the best of your knowledge

REGULATION

- You agree to adhere to the guidelines of all relevant regulatory bodies
- Your FCA authorisation must be kept updated; you will advise **CSC Loans** if a notice to revoke has been issued
- The consideration period as specified by the regulation will be adhered to on all Second Charge Loans where this applies
- For regulated Second Charge Loans no up-front fees will be charged to the applicant by either yourselves or a sub broker in relation to the Second Charge Loan application
- Upon application the client will always be aware of the legal entity and any trading names of the broker they will be dealing with
- You must notify **CSC Loans** of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by yourselves to observe their requirements

TREATING CUSTOMERS FAIRLY

- You pay due regard to the interest of your customers and treat them fairly

FCA PERMISSIONS

- You confirm that you have the appropriate permissions with the FCA and can provide evidence if requested.

OTHER

- Where a sub broker / third party is involved in a Second Charge Loan application submitted to CSC Loans that you have carried out the necessary due diligence on them

SIGNED:

DATE:

PRINT NAME:

ON BEHALF OF: