

# Introducer Agreement



**Between** Colonial Funding Limited | Crown House | Crown Road | Portslade | BN41 1SH (CFL)

**And** \_\_\_\_\_ (Introducer)

Name of Company \_\_\_\_\_

Company address \_\_\_\_\_

Name of principal \_\_\_\_\_

Home address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ Email address \_\_\_\_\_

Consumer Credit Licence No. (Please Enclose Copy) \_\_\_\_\_

Are you Directly Authorised by the FSA?  Yes  No Are you an Appointed Representative?  Yes  No

What is the name of your "Principal" firm? \_\_\_\_\_

If you would like to receive payments by BACS, please complete the following:

Name of account \_\_\_\_\_

Sort Code \_\_\_\_\_ Account No. \_\_\_\_\_

(The Name of account must be on your CCL)

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 maintain a valid Consumer Credit Licence and a proper notification under the Data Protection Act for the duration of this agreement.

### 3. Loans regulated by Office of Fair Trading - Consumer Credit Act 1974 & 2006.

- 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 should 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. Consideration Period - the consideration period can last up to 17 days. Day one - CFL send the clients documentation including "consideration" copies of the proposed credit agreement, allowing the clients to read the documents carefully and consider the terms and conditions of the loan properly. Day eight - CFL send out the "signable" copy of the proposed credit agreement for the clients to sign and return. The consideration period ends on either day 17 or the day that CFL receive the signed credit agreement (whichever is sooner). Important note. During the "consideration" period neither the lender, CFL nor Introducer is allowed to initiate contact with the client. The client can however, contact any party if they have any specific queries about the proposed loan. When responding to the lender, CFL or the Introducer can only answer the specific queries raised by the clients.
4. CFL will not provide advice to the Introducer or client. From the information provided by the Introducer and / or clients, CFL will source the most competitive loan product from their panel of lenders. The panel of lenders may vary from time to time.
  5. We will pay 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
  6. The Introducer will ensure that all members of their staff are fully aware of the content of this 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. This agreement supersedes any previous agreement between the parties.

Business will be processed in accordance with the full requirements of the Consumer Credit Act 1974.

I agree to abide by the Consumer Credit Act 2006 regulations and other legislation, which governs consumer finance.

I understand that I must be licensed under the provisions of the Consumer Credit Act 1974 and adhere to this legislation.  
I accept the above terms of business.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

For official use only