



0800 111 61 62
introducers@tcfdebtsolutions.co.uk

INTRODUCER AGENCY AGREEMENT

1. Definitions

“**Advertising Templates**” means templates provided by the Company to the Introducer for the purpose of advertising the services of the Introducer and the Debt Solutions;

“**Company**” means TCF Debt Solutions (UK) Limited, whose trading office is at 7 Millbank House, Riverside Business Park, Bollin Way, Wilmslow, Cheshire SK9 1BJ;

“**DPA**” means the Data Protection Act 1998 and any statutory replacements, modifications or amendments thereto;

“**Debt Solution**” means a debt solution of a type specified by the Company from time to time;

“**Introducer**” means the person whose name appears in the signature provisions at the end of this Agreement;

“**Personal Data**” has the meaning given to that term in the DPA;

“**Referral**” means an application for a Subject’s Debt Solution requirement introduced to the Company by the Introducer;

“**Subject**” means an applicant for a Debt Solution, or a customer in respect of a Debt Solution (as the case may be), who, in either case, has been introduced by the Introducer to the Company;

“**Third Party Introducer**” means an introducer of Subjects to the Introducer; and;

“**White Label Website**” means a website dedicated to the Introducer and its core activities.

2. Introductions

The Introducer will, from time to time, introduce Subjects to the Company. The Company will assess the suitability of each Subject for a Debt Solution and endeavour to offer that Subject a Debt Solution, recommended at the Company’s discretion. A Debt Solution may include more than one recommendation or course of action.

3. General Principles

The Introducer shall:

- a. Conduct its business fairly and responsibly and with the intention at all times to ensure the fair treatment of Subjects;
- b. Comply with all relevant legal and regulatory requirements and any codes of conduct and guidance issued by any relevant regulatory body;
- c. Ensure that its staff and sales representatives (whether employed or engaged on a self-employed basis) are provided with adequate training, (evidenced with appropriate records) and that they are made aware of the contents of this Agreement and the obligations imposed on the Introducer under it;
- d. Comply with the terms and conditions for use of website facilities or other services offered by the Company from time to time;
- e. Ensure that any Third Party Introducer complies with all of the obligations of the Introducer under this Agreement;
- f. Make known to the Company the identity of any Third Party Introducer at the time at which an application in respect of a Debt Solution is submitted by the Introducer;
- g. Permit the Company, at all reasonable times during working hours and upon reasonable notice in writing, to inspect the books and records of the Introducer insofar as they relate to the introduction of Subject to the Company hereunder; and
- h. Advise the Company of any communication received by it from any regulatory body relating to the provisions of or operation of this Agreement or the business of the Introducer and to provide such assistance as the Company may reasonably require to enable it to comply, from time to time with any of its legal or regulatory obligations.

4. Licences and Data Protection

The Introducer undertakes that it:

- a. Has, and will retain through the period of this Agreement all necessary registrations, licences, permissions, consents and approvals from any statutory or regulatory authority or body that it may require to enable the Introducer to introduce Subjects to the Company for the provision of Debt Solutions. The Introducer will produce to the Company, on request, a copy of the latest version of any such licences, permissions, consents or approvals. The Introducer must immediately notify the Company in writing if any such licence, permission, consent or approval is cancelled or withdrawn, or expires is not renewed or is made subject to conditions that would or may prejudice the carrying out by the Introducer of any of the Introducer’s obligations to the Company under this Agreement or the referral of Subjects to the Company; and
- b. Will have all necessary consents of each Subject to disclose to the Company Personal Data in relation to that Subject.

5. Marketing - General

The Introducer shall:

- a. Ensure that all of its marketing material, promotional literature, advertisements and websites are clear, fair and not misleading and comply with relevant legal and regulatory requirements concerning the advertising of the services of the Introducer and the Debt Solutions.
- b. Not use the name of the Company in any advertising material, including any website facilities, without the Company’s prior written consent, (all advertising undertaken by the Introducer will be at the Introducer’s expense unless otherwise agreed in writing by the Company).

6. Marketing – Marketing Tools provided by the Company

- a. The Company may provide the Introducer with Advertising Templates. The Introducer acknowledges that the Template Advertising Templates may contain details that relate to the company. All enquiries from Subjects generated through the use of the Advertising Templates should therefore be referred only to the Company. Although the Company makes all reasonable endeavours to ensure that the Advertising Templates meet with all relevant legal and regulatory requirements, the Company will not be responsible to the Introducer for any non-compliance with any legal and regulatory requirements, errors or inaccuracies in the Advertising Templates.
- b. The Introducer must not amend the Advertising Templates in any way save that the Introducer is permitted to add its logo and contact details where indicated.

7. Marketing – White Label Websites

- a. Upon request by the Introducer, the Company may provide the Introducer with a White Label Website and supply the Introducer with a URL.
- b. The Introducer confirms that:
 - i) it has the appropriate permissions and authorisations to promote, advertise and advise upon the products advertised or detailed on the White Label Website
 - ii) it understands and agrees that it is solely responsible for the content of the White Label Website; and
 - iii) it understands and agrees that the Company reserves the right to amend or delete any White Label Website content, or use of the site in its entirety, at its absolute discretion

8. Debt Solutions

If, during the course of its relationship with a Subject, the Company considers that that Subject would benefit from certain debt solutions, the Company may make the Subject aware of and recommend suitable debt solutions. In this event, the Company will advise the Introducer that such a recommendation has been made.

9. Breach and Termination

- a. This Agreement shall commence on the date hereof and shall continue thereafter unless and until terminated by either party giving to the other not less than one month’s prior notice in writing to that effect.
- b. The Company carries out a pre-completion and post-completion monitoring system and will investigate fully any complaint of a Subject in relation to any act or omission of the Introducer. If the Company reasonably believes that the Introducer has committed a breach of this Agreement, has acted in such a way that may bring it or the Company into disrepute, if it is or becomes unlawful for the Introducer to perform any of its obligations under this Agreement, or if the Introducer becomes insolvent or makes any arrangement with its creditors, the Company will be entitled to serve the Introducer with written notice that this Agreement is terminated forthwith.
- c. The Company may serve the Introducer with written notice that this Agreement is terminated forthwith if the agreement that the Introducer has with any network of introducers of which the Introducer is a member, is terminated, for any reason.
- d. Termination of this Agreement shall be without prejudice to the rights and obligations of either party pursuant to this Agreement which arise in relation to Debt Solutions completed before such termination.

10. Use of Codes

In order to assist the Introducer in making Referrals, the Company will issue the Introducer with a code or codes for use in making such Referrals and the Introducer must use the appropriate code in relation to each Referral that it makes.

11. Confidentiality

Each party undertakes to the other to keep any information relating to this Agreement and the business and trading operations of the other confidential and not to disclose the same to any third party without the consent of the other during or at any time after termination of this Agreement. This confidentiality undertaking will not apply if any such information is in the public domain at the time of disclosure, comes into the public domain after disclosure through no breach of this Agreement, is lawfully in the other party’s possession at the time of disclosure and not acquired as a result of any breach of confidentiality in relation to it, or is required to be disclosed by law.

12. Referral Fees

Terms relating to fees from the Company to the Introducer shall be as outlined overleaf. The Company may amend the fee terms at any time by notice in writing to the Introducer. Where possible, the Company will provide 7 days notice of any such amendment.

13. Relationship

- a. Nothing in this Agreement will constitute or be deemed to constitute a partnership, the relationship of employer or employee, or any agency relationship between the Company and the Introducer.
- b. The Introducer has no authority or power to bind the Company to any agreement or create any liability of the Company in any way.



13. Indemnity

The Introducer will indemnify the Company and keep the Company indemnified from and against any loss, cost, claim, proceedings, penalty, fine or expense (including legal and other professional advisers costs and expenses on a full indemnity basis) suffered or incurred by the Company which arises out of or in connection with any failure by the Introducer to comply with its obligations under this Agreement.

14. General

- a. Any notice required to be served under the terms hereof shall be left at or sent by first class pre-paid post to the address of the receiving party given herein or to such other address as may have been notified to the sending party for that purpose, and if so posted shall be deemed to have been received by the receiving party on the working day following the date of posting.
- b. The Introducer shall not assign any of its rights hereunder without the Company's prior written consent, such consent not to be unreasonably withheld or delayed.
- c. No time or indulgence extended by the Company to the Introducer to for the performance by the Introducer of any of its obligations hereunder shall operate as a waiver or release of any of the Company's strict rights in respect of any failure or delay by the Introducer in the performance of such obligation.
- d. This Agreement supersedes any previous agreement between the parties in relation to the subject matter hereof and represents the entire understanding between the parties in relation thereto at the date hereof. No variation or addition to this Agreement shall be effective unless it is expressed in writing and signed by a duly authorised representative of each of the parties.
- e. In the event of and to the extent that any clause of this Agreement or any part thereof shall be held to be void or otherwise unenforceable then such clause or part thereof shall be excluded from this Agreement and the remainder of this Agreement shall remain in full force and effect
- f. The Company may set off any obligation due from the Introducer against any obligation owed by the Company to the Introducer.
- g. A person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.
- h. This Agreement shall be governed by and construed in accordance with English Law and any disputes which may arise out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the English Courts.

Referral Fee Terms & Conditions

In order to qualify for the full range of referral fees, an Introducer must agree and adhere to the terms and conditions defining a "live" agency with The Company:

"Live" agency definition – an Introducer must:

- Sign and return a copy of The Company trading agreement
- Provide The Company with a copy of a Consumer Credit Licence displaying the correct company name/trading style
- Provide The Company with current contact information and subsequent updates upon change of address or contact details
- Agree to receive marketing literature and information relating to the products and services available through The Company
- Agree to use the services provided by The Company exclusively for all further debt solution referrals identified, to the minimum of one referral per quarter
- The Company reserves the right to review referral fee structures on a monthly basis.

“Many thanks for your help in sorting out the IVA for us. We are finally sleeping and the worry has been lifted from our shoulders....”

Chris & Jackie - Peterborough

SIGNED BY
duly authorised for and on behalf of TCF Debt Solutions (UK) Limited

SIGNED BY
duly authorised for and on behalf of [Name of Introducer]

INTRODUCER DETAILS:

Contact Name

Telephone Number

Mobile Number

Fax Number

Email Address

Current Web Address (if applicable)