



SRB Introducer Agreement

Thank you for expressing an interest in becoming an Introducer to DFB Housing Solutions.

In order for you to be able to send SRB leads to us, or to advertise SRB as an Introducer to us, the following process must be completed...

1. Complete the attached simple 2-page *Pre-Contract Due Diligence* form
2. Read the attached 8-page *Introducer Agreement* and sign/date/name the last block on the last page to confirm your acceptance of terms
3. Fax, scan/email or post the completed 3 pages to us at our **Westbury office** (using the contact details in the footer of [this page](#))
4. Upon receipt, we will then assess your application and inform you whether or not we have approved your application

Version 1 July 2010

DFB Housing Solutions is authorised and regulated by the Financial Services Authority
Our Firm Reference Number FRN is 522472

DFB Housing Solutions (Westbury)
Wessex House, 40 Station Road, Westbury, Wiltshire, BA13 3JN
t 01373 888015 f 01373 825489 e contact@LeadIntroducer.co.uk



**DFB HOUSING
SOLUTIONS**
Home Recovery Specialists

Sale and Rent Back Introducer Pre-Contract Due Diligence

Firm Name _____

Individual's Name _____

Business address _____

PRIVATE & CONFIDENTIAL

At DFB Housing Solutions, we are committed to observing the highest standards in all of our customer dealings.

Please assist us by completing the information below.

Please note we do not automatically accept or exclude anyone from introducing business to DFB Housing Solutions, every case is dealt with on its merits.

We do need to know about all of our introducers so that we can assess any potential risk to our business.

Where appropriate please circle your answer to the questions below

1. Please confirm your legal status Ltd Co / LLP/ Partnership / Sole Trader.
2. How long has the firm been trading? ___ Years ___ Months
3. Have you, any director or partner of your firm ever been found guilty of any criminal conduct? Yes / No (If **yes** please give brief details below)
4. Is the firm solvent? Yes / No
5. Is the firm up to date with all payments to the Inland Revenue Yes / No
6. Has the firm had any action taken against it by the FSA or any other regulator – including being declined for authorisation? Yes / No (If **yes** please give brief details below)

DFB Housing Solutions

10 St Stephens Court, Low Willington Industrial Estate, Low Willington, County Durham DL15 0BF

t 0844 504 0788 f 01388 748 073 e enquiries@dfbhousingsolutions.com





DFB HOUSING SOLUTIONS

Home Recovery Specialists

7. Are you presently regulated by the FSA or have you ever been regulated by the FSA? Yes / No

7a If **yes**, please confirm your regulatory status and FSA number

8. Do you hold a Data Protection Licence Yes / No

9. Are you willing to enter into a formal introducer's agreement with DFB Housing Solutions? Yes / No

10. Give a brief description of your lead generation programme that will enable you to submit Sale & Rent Back enquiries into DFB Housing Solutions

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Question 3 and 6

Please provide details below – continue on reverse if necessary.

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.....

I warrant that the information enclosed is accurate to the best of my knowledge and I authorise DFB Housing Solutions to make any additional enquiries as appropriate.

Signed Date

Print Name

Position in firm

DFB Housing Solutions

10 St Stephens Court, Low Willington Industrial Estate, Low Willington, County Durham DL15 0BF

t 0844 504 0788 f 01388 748 073 e enquiries@dfbhousingsolutions.com



DFB Housing Solutions Introducer Agreement **2010**

SALE AND RENT BACK

~~Firms unauthorised by the FSA for Sale and Rent Back activities~~

This AGREEMENT is made on the day of 2010

BETWEEN:

DFB Housing Solutions (The Company)

and

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1 Definitions:

- "CCA" means:* the Consumer Credit Act 1974 as amended or superseded from time to time;
- "Data" means:* data relating to the potential enquirer which is strictly limited to the enquirers name, address, contact details (including his telephone number and convenient times to call) provided that the Introducer is at all times permitted by law and the FSA to pass it to the Company;
- "DPA" means:* the Data Protection Act 1998 as amended or superseded from time to time;
- "Enquirer" means:* an individual who may wish to receive information relating to a regulated Sale and Rent Back agreement.
- "FSA" means:* the Financial Services Authority or any successor regulator;
- "FSA's Handbook" means:* the FSA's Handbook of Rules and Guidance as may be amended or superseded from time to time;
- "FSA Rules" means:* the rules and guidance issued by the FSA (including the principles and evidential provisions) as amended or superseded from time to time;
- "Information Commissioner" means:* the Information Commissioner
- "Introducer" means:* an introducer who effects introductions to the Company but who does not introduce business as either an Appointed Representative or as an Introducer Appointed Representative as defined in the FSA's Handbook from time to time and if it acts in a manner which requires FSA authorisation pursuant to this Agreement, it is responsible for obtaining and maintaining during the continuance of this Agreement such authorisation and Permission as may be necessary; and where the introducer is claiming exemption from authorisation it has taken all steps to satisfy itself that it qualifies for such exemption and

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warrants to the Company that it has taken such steps and acts in the genuine belief that it qualifies for an exemption as set down within the meaning of Financial Services Market Act 2000.

"MCOB" means:

the *Mortgages: Conduct of Business Rules in the FSA's Handbook* as may be amended or superseded from time to time;

"Permission" means:

a Part IV permission or other such authorisation provided by the FSA and shall have the meaning set out in the *Glossary to the FSA Handbook*;

"Working Day" means:

any day other than a Saturday, Sunday or day which is a public or bank holiday in the United Kingdom.

(i) Any reference to a Clause shall be reference to a Clause of this Agreement unless the context requires otherwise.

(ii) Words importing the singular meaning shall include the plural meaning and vice versa and words importing gender shall include the other gender, and the whole shall include any part.

(iv) References to any statute or section of any statute or any statutory instrument or other legislation shall include a reference to any amendment, modification or re-enactment of them for the time being in force and to every instrument, order, direction, regulation, condition, scheme or other such matter made under them or pursuant to them.

2. Subject to the terms and conditions of this Agreement, the Company hereby agrees that the Introducer may introduce Sale & Rent back enquiries to the company for the sole purpose of the Company providing relevant information to the enquirer.

3. The Introducer will:

(a) introduce Sale and Rent Back enquiries to the Company and will pass certain Data to the Company, but for the avoidance of doubt the Introducer must not offer, nor will the company accept any information other than that which is absolutely necessary for the Company to contact the enquirer.

(b) warrant that it will act only as an Introducer as defined in this Agreement and act only within the limitations of such definition at all times;

(c) comply with such reasonable directions as to the manner in which it shall carry out business pursuant to this Agreement as the Company shall set out from time to time in writing;

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- (d) *for the purposes of resolving any dispute under this Agreement, or for responding to enquiries of the FSA or other regulator or to investigate a customer's complaint, the Introducer shall co-operate fully with the Company and fully disclose all files documents and papers relating to or connected with the business conducted pursuant to this Agreement and permit copies thereof to be taken;*
- (e) *not submit any new business to the company from the effective date of termination in the event that a notice of termination is served under Clause 7 hereof;*
- (f) *comply at all times with the DPA and all regulations, principles, guidelines and guidance notes issued hereunder or by the Information Commissioner and shall ensure that the Company will be permitted to process any data that may be passed to it by the Introducer pursuant to this Agreement;*
- (g) *ensure that none of its management, employees or representatives says or does anything which might reasonably lead a potential customer to believe that the introducer is in a position to advise or arrange on any Sale and Rent Back activity whatsoever.*
- (h) *ensure that it does not do anything that would cause the Company to be in breach of any legislation whatsoever.*
- (i) *ensure that it does not permit any advertising material in connection with Sale and Rent Back to be published or otherwise displayed or distributed without the prior approval and written consent of DFB Housing Solutions.*
- (j) *ensure that it immediately removes from any website and / or other advertising material any references to DFB Housing Solutions should such approval be revoked by DFB Housing Solutions.*
- (k) *ensure that it does not make any amendments whatsoever to any material so agreed in (i) above without the prior approval and written consent of DFB Housing Solutions.*
- (l) *agrees that DFB Housing Solutions shall have exclusivity to all leads generated from approved advertising material in (i) above.*

4. *The Introducer warrants to the Company that:*

- (a) *where appropriate, hold a relevant and current registration with the Information Commissioner in respect of its control and processing of data, and further that it will comply with all aspects of data protection legislation including the DPA and guidelines issued by the Information Commissioner as may be in force or issued from time to time and more particularly it will not place the Company in breach of the DPA;*

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- (b) *notify the Company forthwith if it is subject to a regulatory investigation by the FSA or any other regulator;*
 - (c) *not act or purport to act for the Company other than as envisaged by this Agreement.*
 - (d) *not enter into any arrangement with a potential customer on the Company's behalf;*
- 5. *The Company will pay the Introducer a fee for each introduction that is made by the Introducer to the Company, which leads to the successful completion of a Sale and Rent Back Agreement. Fees are paid in accordance with the Company's arrangement with the Introducer.*
- 6. *In the event that this Agreement is terminated by either party in accordance with Clause 7 then any remuneration payable to the Introducer will be paid in respect of the period up to and including the expiry date of the termination notice served by either party. The end of such notice period shall be the termination date, save for any pipeline cases, which will be paid to the introducer upon completion.*
- 7. *The Company shall be entitled to terminate this Agreement immediately by giving written notice to the Introducer if any one or more of the following events happen:*
 - (a) *the Introducer commits any breach of any of the terms or conditions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice from the Company giving full particulars of the breach and requiring the same to be remedied;*
 - (b) *an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Introducer;*
 - (c) *if the Introducer shall convene a meeting of its Creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with or assignment for the benefit of its Creditors or if the Introducer shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if the Trustee, Receiver, Administrative Receiver, Administrator or similar officer is appointed in respect of all or any part of the business or assets of the Introducer or if a petition is presented or a meeting is convened for the purpose of considering a Resolution or other steps are taken for the winding up of the Introducer or for the making of an Administrative Order (other than for the purpose of an amalgamation or reconstruction) on the conviction of any director or employee of the Introducer of any criminal offence (other than a minor traffic offence) which in the reasonable opinion of the Company has a material adverse effect on the Agreement or the reputation of either party;*

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- (d) *the Introducer goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the Introducer resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);*
 - (e) *if the Introducer restructures, amalgamates or alters in any way its structure or if there is any change in controlling shareholders or their interests or holdings other than that which may occur as a result of internal restructuring within the Introducer's group;*
 - (f) *the Introducer ceases or threatens to cease to carry on business;*
 - (g) *if there is any change in applicable laws or regulations which renders or will render the continuation of this Agreement unlawful or impractical;*
 - (h) *the Introducer suffers or undergoes any procedure analogous to any of those events specified in this Clause 7;*
 - (i) *the Company can terminate this Agreement on written notice if it reasonably considers that the Introducer is no longer suitable to act as an Introducer.*
8. *This Agreement may be terminated by either party giving to the other party a minimum of one months' notice in writing.*
- 9.
- (a) *in addition to any other remedy available to the Company, the Introducer irrevocably and unconditionally agrees to indemnify in full and on demand and keep so indemnified the Company from and against any and all claims, demands, actions, proceedings, losses, costs, expenses, damages or liabilities (whether criminal or civil) which are made or brought against or incurred or suffered by the Company directly or indirectly and whether wholly or in part resulting from any breach of this Agreement by the Introducer including any act, neglect, default or omission of the Introducer's employees whether or not such losses or the consequences of such breach of this Agreement act, neglect, default or omission were foreseeable at the date of entering into this Agreement and this indemnity shall cover all consequential and indirect losses suffered by the Company and the Company shall have no duty to mitigate any such loss;*
 - (b) *neither party shall at any time disclose any information which may come to its knowledge because of this Agreement (whether oral or written and whether or not such information is expressly stated to be confidential or marked as such) concerning the practice, dealings or affairs of the other party or any of its staff, nor shall either party use such confidential information for any purpose other than the performance of its obligations under this Agreement;*
 - (c) *neither party shall do anything to bring the name of the other party into disrepute, nor engage in any conduct which in the opinion of the other party is prejudicial to that party's business;*

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- (d) *the Introducer shall at all times use reasonable and proper methods of procuring business, and shall use all due care and diligence and shall cultivate and maintain good relations with customers and potential customers in accordance with sound commercial principles;*
- (e) *all notices, requests, demands or other communications between the Introducer and the Company served upon either the Introducer or the Company shall be given in writing. All such notices shall be addressed if to the Introducer at the Introducer's address at the beginning of this Agreement and if to the Company at the address at the beginning of this Agreement or such other address as is notified by one party to the other from time to time;*
- (f) *if there shall be any dispute or difference between the parties concerning this Agreement such dispute or difference may be referred on the application of any party to an independent solicitor for determination or in the event of dispute on the application of any party by the President for the time being of the Law Society in England and Wales who shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be borne as he or she shall direct and failing direction by the parties in equal shares. Such expert shall be entitled to seek and obtain such outside advice and assistance and reports as he or she shall require but shall not be bound thereby;*
10. *Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. For the avoidance of doubt, the Introducer shall be responsible for obtaining and maintaining its own authorisation and Permission from the FSA for any activities requiring such authorisation that it may conduct pursuant to the terms of this Agreement. The Sale and Rent Back regime does not afford the facility for Appointed Representatives and accordingly the Company does not confer on the Introducer any implied Appointed Representative status (as defined in the FSA Rules) for the purposes of this Agreement.*
11. *If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.*
12. *No purported variation or alteration of this Agreement shall be effective unless it is made in writing, refers specifically to this Agreement and is signed by or on behalf of each of the parties hereto.*
13. *The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights and remedies. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.*

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DFB HOUSING SOLUTIONS LTD. REGISTRATION NO. 04320808

14. *Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity, by statute or otherwise.*
15. *This Agreement contains the entire agreement between the parties in relation to its subject matter.*
16. *This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England.*
17. *All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.*
18. *The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.*

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of the parties on the date set out above.

Signed..... Date.....

Print Name.....

For and on behalf of DFB Housing Solutions

Signed..... Date.....

Print Name.....

For and on behalf of (introducer)