



0800 085 1825

introducers@thedebtadvisor.co.uk

ENGAGEMENT AGREEMENT

1. Definitions and interpretations

“**Company**” means The Debt Advisor Ltd, whose trading office is at 454 Chester Road, Old Trafford, Manchester M16 9HD;

“**Confidential Information**” means any and all information (whether oral, written, or in some tangible or permanent form) disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) or that is otherwise obtained by the Receiving Party under or in connection with this agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party;

“**Commencement Date**” means the date of which this agreement is valid from;

“**Customer**” means a person or persons introduced to The Company for the purpose of providing our Services;

“**Data Protection Act**” means the Data Protection Act 1998;

“**Debt Solution**” means a debt solution provided by the Company;

“**Introducer**” means the ‘Affiliate Company’ entering into agreement with the Company;

“**Legislation**” means any law, statute, statutory instrument, regulation or other similar instrument having the force of law and any industry codes of conduct, guidance and rules including, without limitation, any relevant guidance, rules and principles of the Financial Services Authority and any other regulatory body that governs the Referrals to be made under this agreement;

“**Referral**” means an application for Services provided by the Company and introduced to the Company by the Introducer;

“**Services**” means the arrangement, advice and sale of products by The Debt Advisor Ltd to the Customer;

“**Term**” means the period of this agreement.

2. Referrals

- a. During the Term the Introducer shall make Referrals to the Company in accordance with this agreement.
- b. During the Term the Company shall use its reasonable endeavours to provide its Services in respect of any Referrals made in accordance with this agreement.

3. General Agreements

The Introducer shall:

- a. conduct its business fairly and responsibly at all times with the intention to ensure the fair treatment of the Customer;
- 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 the supply of the Companies Services 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 enabling it to comply, from time to time with any of its legal or regulatory obligations.

4. Warranties

Each party warrants to the other that:

- a. it has full capacity and authority and all necessary licences, permits and consents to enter into and perform its obligation under this agreement; and
- b. it will perform its obligations under this agreement with reasonable skill, care and diligence and in accordance with Legislation.

Except as expressly set out in this agreement, The Debt Advisor excludes all warranties, conditions, terms, undertaking and obligations implied by Legislation or otherwise to the fullest extent permitted by Legislation.

5. 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.

6. Data Protection

Each party warrants that:

- a. it is registered with the UK Information Commissioner as a data controller under the Data Protection Act and shall maintain its registration for the duration of the Term;
- b. its registration is sufficient to cover the performance of the activities under or contemplated by this agreement; and
- c. in respect of the performance of the activities under or contemplated by this agreement, it will comply at all times with the data protection principles set out in the Data Protection Act.

Introducer warrants in respect of each Referral that:

- a. it has obtained the express consent of its Customers to enable The Company to process each Customers’ personal data and perform the activities under or contemplated by this agreement (including, without limitation, the Services);
- b. the Companies use of any Customers’ personal data to perform the activities under or contemplated by this agreement (including, without limitation, the Services) shall not cause the Company to be in breach of any relevant guidance, rules or principles of the Financial Services Authority or any other regulatory body that governs the Referrals to be made under this agreement ; and
- c. it has taken appropriate steps to ensure that the Customer is not registered with either the Telephone Preference Service or the Mail Preference Service.

7. Relationship

The relationship of the parties shall be that of independent contractors. Nothing contained in this agreement shall constitute or be deemed to constitute a relationship of employer and employee, principal and agent or partnership between the parties. Neither of the parties shall be entitled to bind or pledge the credit of the other party, incur any liability on behalf of the other party, sign any document, enter into any agreement or make any promise on behalf of the other party or in any way indicate that it is entitled to do so without the prior written consent of the other party.

8. Term and termination

- a. This agreement shall commence on the Commencement Date and shall continue unless and until terminated in accordance with this agreement.
- b. Either party shall be entitled to terminate this agreement upon giving not less than 90 days' notice in writing to the other.
- c. Either party shall be entitled to terminate this agreement forthwith upon notice in writing to the other if the other:
 - i. commits a material breach of this agreement and, where the breach is capable of remedy, has failed to remedy such breach within 30 days of written notice from the other party requiring remediation.
 - ii. makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise.
- d. Upon the termination or expiry of this agreement for whatever reason:
 - i. each party's rights, liabilities and obligations under this agreement shall cease, except that each party's rights, liabilities and obligations that have accrued prior to such termination or expiry or that are expressly or by implication intended to come into force upon or remain in force following such termination or expiry (including, without limitation, under clause 2.1, 5, 7, 8.4, 9 and 10) shall survive any such termination or expiry; and
 - ii. at its own expense each party shall forthwith return to the other party or otherwise dispose of as the other party may instruct all Confidential Information of the other party in its possession (an officer certifying that this has been done).

9. Services criteria

To warrant the payment of the referral fee the Introducer must ensure that clients need to fulfil the criteria detailed below:-

DEBT MANAGEMENT CRITERIA

- Does not meet IVA criteria;
- Unsecured debts in excess of £1,800;
- Minimum 2 creditors and at least 2 lines of credit (i.e. not all Barclays);
- Monthly surplus income of at least £100.

IVA CRITERIA

- Unsecured debts in excess of £17,000;
- Minimum 3 creditors and at least 2 lines of credit (i.e. not all Barclays);
- The Customer must be employed or self employed and in receipt of a regular income;
- The Customer must be able to afford a minimum contribution out of surplus income, after taking into account their reasonable living costs, of £250 per month;
- The Customer must be resident in England or Wales.

10. Referral Fees

Terms relating to fees from the Company to the Introducer shall be as separately agreed. 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.

11. General

- a. The Company may assign this agreement upon written notice. The Introducer may not assign this agreement without the prior written consent of The Debt Advisor.

- b. Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given out on the second day after posting) to the other party at its address set out above or to such other address as it has previously notified to the sending party in writing.
- c. The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege.
- d. The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- e. This agreement contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this agreement except as set out in this agreement. Each party acknowledges and accepts that, in entering into this agreement, it has not relied upon any representation, undertaking or promise except as set out herein.
- f. No variation of or amendment to this agreement shall be effective unless made in writing and signed by authorised representatives of the parties.
- g. Nothing in this agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- h. This agreement is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts.

12. 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.

13. Liability

The Company will maintain Professional Indemnity Insurance at a level set by its regulators.