

Introducer Agreement

Please complete this form and submit using the button on page four.

Be sure to use Adobe Acrobat Reader which is [free to download here](#). Any queries please contact Client Services on 0207 846 9030.

Section 1 - Introducer Details

Company/Firm Name	<input type="text"/>		
Additional Trading Names	<input type="text"/>		
Company Registration Number	<input type="text"/>		
Registered Address	<input type="text"/>		Postcode <input type="text"/>
Business Address	<input type="text"/>		Postcode <input type="text"/>
Website	<input type="text"/>		
Trade Affiliations	<input type="checkbox"/> NACFB	<input type="checkbox"/> FIBA	<input type="checkbox"/> Other (give details) <input type="text"/>

Section 2 - Regulatory Details and Affiliations

FCA Directly Authorised	<input type="checkbox"/> Yes	<input type="checkbox"/> No	FCA Number	<input type="text"/>
Network/Mortgage Club	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number	<input type="text"/>
Are you an Appointed Representative of Network/Mortgage Club?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Club Name	<input type="text"/>

Section 3 - Primary and Authorised Contacts

	Contact One	Contact Two
Title	<input type="text"/>	<input type="text"/>
Forenames	<input type="text"/>	<input type="text"/>
Surname	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>	<input type="text"/>
	Postcode <input type="text"/>	Postcode <input type="text"/>
Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Office Number	<input type="text"/>	<input type="text"/>
Mobile Number	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>
Shareholding	<input type="text"/> %	<input type="text"/> %

Section 4 - Additional Named Representatives of Your Business

Please provide details of employees and or representatives of your business.

Name	Email	Telephone	Mobile

Section 5 - Bank Details

Note: We will only send money to the below account unless amended by the above authorised individuals

Account Name

Sort Code

Account Number

Section 6 - Data Protection and Compliance

Are you aware of and compliant with the Data Protection Act 2018 and the GDPR?

Yes

No

Have you given notification to the Office of the Information Commissioner?

Yes

No

Do you have Professional Indemnity Cover in place?

Yes

No

Terms & Conditions

This application is made by the intermediary named overleaf ("You"). Once accepted by Tuscan Capital ("We/Us"), a contract will be created between You and Us which incorporates all the terms shown on any page of this document.

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the trading addresses or by email and shall be deemed to have been received:

- i. By first class post, 48 hours after the date of mailing;
- ii. By email to deals@tuscancapital.co.uk

Lending Terms:

- We reserve the right to reject any application for a loan at any time before completion. By agreeing to these terms & conditions you indemnify us against all losses arising from such an event including administrative costs and potential commission earnings.

Commission:

- Commission will be disclosed in each offer letter and no further amount will be payable on any particular loan.
- Payments of Commission shall only be made to the account specified in Section 5 of this Agreement.
- The Introducer shall be responsible for ensuring that the account details provided in Section 5 of this Agreement for the purposes of making payment of Commission are up to date.

Termination:

- Either of us may at any time write to the other and end this arrangement, no notice period being necessary.
- This Agreement may be terminated by the Company immediately in the event of: **i)** a breach by the Introducer of any of its obligations hereunder; **ii)** the Introducer's bankruptcy or insolvency; **iii)** the termination of any regulatory authorisation required by the Introducer for the conduct of its business; or **iv)** any illegal act or intended illegal act will result in termination of the agreement.
- Once the Agreement has been terminated, no further Commission will be payable in respect of the new Clients or existing Clients entering as a new Facility.
- On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you.

Severability:

- If any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

Data Protection:

- The Company is registered under the Data Protection Act 2018 and the GDPR. The Company will process personal data in a lawful and fair manner, and safeguard that information with an adequate level of protection. The Introducer gives the Company express consent to store, process and disclose to third parties all data and information obtained or held in relation to the Introducer as the Company deems reasonably necessary to provide Facilities or services to Clients introduced by the Introducer. The Introducer has a right to obtain a copy of the information held about them by the Company upon payment of the appropriate fee and to request that any inaccuracies concerning such information are corrected. Any such requests should be made in writing to Tuscan Capital Ltd, 3rd Floor, 12-18 Grosvenor Gardens, London, SW1W 0DH
- The Company will maintain records of data held about the Introducer for at least as long as required by law, and in any event for a minimum of six years from the date the Agreement is terminated.
- Introducers to Tuscan Capital Limited undertake to have obtained the required specific consents from all clients seeking funds.
- It is understood that all information provided must be accurate and correct and it is the Introducer's responsibility to check the information before entering into this Agreement.
- It is an offence to knowingly provide false information for the purposes of this application and you could be prosecuted for doing so.

Governing law and jurisdiction:

- This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Exclusivity:

- The arrangement with us is not an exclusive one, so you may if you wish deal with other lenders or packagers and we may deal with any other introducers as we wish.

Confidential:

- The Introducer shall keep confidential and shall not disclose to any person any of the terms of this Agreement or any information incidental or related thereto or to the business of the Company.

Limitation of Liability:

- Nothing in this Agreement shall limit or exclude the Introducer's liability for death, personal injury, fraud, fraudulent misrepresentation and any liability which may not be lawfully limited or excluded.
- The Company shall not be liable in any circumstances to the Introducer for consequential, special or indirect losses, or for the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) and whether the same heads of excluded loss arise under contract, statute, tort (including without limitation, negligence), or otherwise.
- The Introducer may not assign, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Company.

Notices:

- Contracts (Rights of Third Parties) Act 1999
- The Parties to this Agreement do not intend any third party to have any benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

Relationship:

- Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or principal and agent between the Company and the Introducer.
- You are not to use the Tuscan Capital logo or branding on any of your product literature without express written permission from Tuscan Capital.

No Waiver:

- No provision of the Agreement shall be waived unless agreed to be waived by the Parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by the Parties in writing.

Entire Agreement:

- This Agreement, together with the Introducer Performance and Commission Letter(s) sent to the Introducer from time to time, contains the entire agreement between the Company and the Introducer with respect to the subject matter of this Agreement and supersedes all other written and oral agreements.

Regulatory Requirements:

- If You deal with any work requiring authorisation under the Financial Services & Markets Act (FSMA) You must maintain proper authorisation from the Financial Conduct Authority. You must produce these to us for inspection when requested.
- You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by You to observe their requirements. You must also notify us of any events known to You which might give rise to such correspondence if those events were known to the relevant authority or regulator.

Agreement

To: Tuscan Capital Limited and its subsidiary companies, their successors and assigns ("Tuscan Capital") Credit Reference Agencies and Credit Searches

- I/We confirm that I/we have the explicit consent of all individuals whose details are included in this application form to disclose such details to The Company and to authorise The Company to process such details for the purposes of assessing my/our application.
- I/We have notified all such individuals that The Company holds such details and of the purposes for which the details will be processed.
- I/We agree that The Company shall be entitled to use and process, by any medium, the information in this application form and any other information The Company may acquire in relation to me/us and the individuals named in this application form for the purposes of assessing my/our application and, in the event of my/us being granted introducer facilities, for the purposes of administering and dealing with such introducer facilities. Such processing may include such enquiries as The Company thinks fit into the background of the business and its principals including making searches at one or more credit reference agencies.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: Checking details on applications for credit and credit related or other facilities; Managing credit and credit related accounts or facilities; Recovering debt; Checking details on proposals and claims for all types of insurance; Checking details of job applicants and employees.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- I confirm that I am authorised to sign this application on behalf of the entity named below. I confirm that all information given in support of the application to enter this agreement is true, and I agree to these terms and conditions.

Signatures

	Contact One	Contact Two
Title	<input type="text"/>	<input type="text"/>
Forenames	<input type="text"/>	<input type="text"/>
Surname	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text" value="D D M M Y Y Y Y"/>	<input type="text" value="D D M M Y Y Y Y"/>

AT OUR CORE

Integrity. Flexibility. Understanding. That's what we believe you want. And that's why we've put them at the very heart of the Tuscan Capital offering:

Integrity

We're uncompromising in applying the highest standards of behaviour in everything we do.

Flexibility

We think both inside and outside the box to provide you and your clients with the best options.

Understanding

We understand real estate finance and how important it is to deliver on our word - each and every time.



Tuscan Capital Limited is registered in England and Wales | Registered No. 10859711. Registered address: 3rd Floor, 12 - 18 Grosvenor Gardens, London, SW1W 0DH. Tuscan Capital Limited is not regulated by the Financial Conduct Authority.