

Affiliate Agreement - Column

<p style="text-align: center;">Introducer Agreement</p> <p style="text-align: center;">Terms and Conditions</p> <p>Date:</p> <p>Parties:</p> <p>1. Elizabeth Beesley T/A Moneysolve, whose registered office is at Astute House, Wilmslow Road, Handforth, Cheshire, SK9 3HP ("Moneysolve"), and</p> <p>2. The Introducer whose registered office is at trading as ("the Introducer").</p> <p>Background:</p> <p>A Moneysolve wishes to appoint the _____ as its Introducer under the terms of this Agreement</p> <p>1 INTERPRETATION</p> <p>1.1 The definitions and rules of interpretation in this clause apply in this agreement.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">"Affiliate's Monthly Commission"</td> <td>Percentage of the net profit on each referral becoming a client in the relevant month</td> </tr> <tr> <td>DPA means</td> <td>Data Protection Act 1988 together with all amendments thereto.</td> </tr> <tr> <td>Referral</td> <td>A client introduced to Moneysolve by the Introducer.</td> </tr> </table> <p>2 APPOINTMENT OF INTRODUCER</p> <p>2.1 Moneysolve appoints the Introducer as an introducer in the United Kingdom for the referral of Clients from the date of this Agreement until termination under the terms of this Agreement.</p> <p>3 NATURE OF THE RELATIONSHIP</p> <p>3.1 The Introducer will refer Clients to Moneysolve. Moneysolve will assess the Client's financial circumstances and if appropriate advise on possible courses of action.</p>	"Affiliate's Monthly Commission"	Percentage of the net profit on each referral becoming a client in the relevant month	DPA means	Data Protection Act 1988 together with all amendments thereto.	Referral	A client introduced to Moneysolve by the Introducer.	<p>3.2 Moneysolve will, at its sole discretion, provide the Introducer with marketing materials as it considers appropriate.</p> <p>4 PAYMENT OF COMMISSION/REFERRAL FEES</p> <p>4.1 Subject to the terms of this Agreement, Moneysolve will pay the Introducer the Accrued Monthly Commission.</p> <p>4.2 Commission will be paid by Moneysolve monthly by BACS payment to the Introducer's bank account on the 11th day of each month in respect of referrals becoming Clients in the preceding month and with each commission payment Moneysolve shall send to the Introducer a corresponding statement showing how the payment in question is calculated.</p> <p>5 MONEYSOLVE'S RESPONSIBILITIES</p> <p>5.1 Moneysolve is responsible, at its cost, for processing referrals, including receiving, providing appropriate advice, providing information to the Client, collecting payment.</p> <p>5.2 Moneysolve will supply updates on Referrals within 2 working days of any request being made by the Introducer.</p> <p>5.3 Moneysolve undertakes to use its reasonable commercial endeavours to:</p> <p>5.3.1 follow up each referral as is required in order that a referral can be converted into a client. Moneysolve will send out all necessary paperwork within 3 working days. The Introducer will be kept informed.</p> <p>5.3.2 promptly advise the Introducer of changes to its terms and conditions of business with its customers and material changes to its website content.</p> <p>5.4 Moneysolve will if requested return any data where the referral has not agreed to become a Client to the Introducer within 14 days.</p> <p>6 AFFILIATE'S INTRODUCER'S CONDUCT</p> <p>6.1 The Introducer must at all times ensure that it complies with all applicable laws, rules and regulations that relate to the Introducer services supplied by the Introducer under this Agreement including (but without limitation) Consumer Credit Act 1974 and all legal and regulatory requirements codes of conduct and guidance issues by any relevant regulatory body.</p> <p>6.2 The Introducer undertakes that it will ensure that it is at all times authorised by his/her own relevant regulatory bodies</p>
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<p>6.3 The Introducer must ensure that its staff are provided with adequate training and that they are aware of the obligations set out in this agreement.</p> <p>6.4 To make known to Moneysolve the identity of any third party introducing referrals to the Introducer.</p> <p>6.5 To advise Moneysolve of any contact made with the Introducer by any regulatory body and to assist Moneysolve in complying with its own legal and regulatory obligations.</p> <p>6.6 The Introducer undertakes that at no time during the term of this Agreement nor during the period of 12 months after termination will the Introducer undertake or be part of any business dealing with either formal or informal debt management companies in the United Kingdom nor in any way compete with the business of Moneysolve and any associated companies.</p> <p>6.7 The Introducer warrants that its advertising, literature and websites comply with legal and regulatory requirements concerning the advertising of the Introducer's business.</p> <p>6.8 Moneysolve may provide the Introducer with advertising materials. All enquiries generated through the use of these materials should be referred exclusively to Moneysolve. The Introducer warrants not to amend or change advertising material without Moneysolve's prior written consent.</p>	<p>7 WARRANTY AND INDEMNITY</p> <p>7.1 The Introducer undertakes that it will ensure that it is at all times authorised by his/her own relevant regulatory bodies</p> <p>7.2 Each party to this Agreement represents and warrants to the other that it has, and will retain during the term of this Agreement all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement, and to perform all of its obligations under this Agreement.</p> <p>7.3 The Introducer shall fully indemnify and keep fully indemnified Moneysolve (and its directors, employees and agents) on demand against any liability, damage, expense, loss, claim or cost suffered by Moneysolve as a result of any breach by the Introducer of its obligations under this Agreement.</p> <p>7.4 Moneysolve shall fully indemnify and keep fully indemnified the Introducer against any liability, damage, expense, loss, claim or cost suffered by the Introducer as a result of the actions or omissions of Moneysolve in breach of its obligations under this Agreement.</p> <p>8 LIMITATION OF LIABILITY</p> <p>8.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees. Neither party shall be liable to the other for any indirect, consequential or special damages arising out of or in connection with this Agreement.</p> <p>9 CONFIDENTIALITY</p> <p>9.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.6.</p> <p>9.2 Each party may disclose the other party's confidential information:</p> <p>9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and</p> <p>9.2.2 as may be required by law, court order or any governmental or regulatory authority.</p> <p>9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.</p>
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<p>10 TERMINATION</p> <p>10.1 The Introducer may terminate this Agreement on three months' notice by first class post to the other without prejudice to its other rights and remedies.</p> <p>10.2 Moneysolve may terminate this Agreement at any time if there has been a breach of any terms set out in this Agreement.</p> <p>11 MISCELLANEOUS</p> <p>11.1 Any failure by either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.</p> <p>11.2 The Introducer may not assign its rights or delegate its duties under this Agreement.</p> <p>11.3 A person who is not a party to this agreement shall not have any rights under or in connection with it.</p> <p>11.4 Both parties shall at all times comply with their respective obligations under Data Protection legislation.</p> <p>11.5 Nothing in this Agreement shall be deemed to create a relationship of joint venture, principal-agent or partnership relationship between the Introducer and Moneysolve, and neither party shall hold itself out in its advertising or in any other manner that would indicate or imply any such relationship with the other.</p> <p>11.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter are superseded and cancelled in their entirety.</p> <p>11.7 If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the parties agree that the remaining provisions hereof will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and this Agreement will in any event remain valid and enforceable.</p>	<p>12 GOVERNING LAW AND JURISDICTION</p> <p>12.2 Each arrangement made concerning this Agreement shall be deemed to have been carried out in the United Kingdom.</p> <p>12.3 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.</p> <p>Signed by Moneysolve</p> <p>as a Deed by : Proprietor</p> <p>Signed by Introducer</p> <p>as a Deed by : Director</p> <p>..... Director/Secretary</p>
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