



Age Partnership Introducers Application Form

Full Name (inc. title):

Role: Proprietor Partner
Director Other (specify)

Company:

Address:

Postcode:

Telephone:

Fax:

E-mail address:

Website:

No. of Advisers conducting business from this address:

No. of Advisers conducting business from other addresses:

Name to whom cheques should be payable:

Consumer Credit License number:

CCL expiry date:

FSA Number:

I have read and understand the attached terms & conditions

Signed:

Date:

For Age Partnership use

Accepted by:

Date:

REMOTE ADVICE

These terms and conditions (the Agreement) govern the relationship between:

- (1) AGE PARTNERSHIP LIMITED (Company Number 05265969) whose registered office is 1ST Floor 4215 Park Approach Avenue, Thorpe Park Leeds LA15 8GB (**Age**) and
- (2) The party whose full details appear in the Application Form (the **Introducer**)

BACKGROUND

- (A) Age is a regulated and expert specialist whole of the market adviser in relation to lifetime mortgages or reversions (**Equity Release Products**).
- (B) The Introducer has a client who requires face to face advice in relation to Equity Release Products (**Introducer Client**)
- (C) Age agrees to contact the Introducer Client in accordance with the terms and conditions set out in this agreement (the **Agreement**) to provide advice to such Introducer Client.

1. INTERPRETATION AND DEFINITIONS

In this Agreement defined words and expressions will have the following meanings:

Application Form means the application form filled in by the Introducer and returned to Age indicating the Introducer's acceptance of and agreement to be bound to the terms of this Agreement;

Applicable Laws and Regulations means all laws, regulations and conditions governing this Agreement or the conduct of the parties envisaged by this Agreement including without limitation the FS Legislation and Data Protection Legislation;

Business Day means Monday to Friday between 9.00 a.m. and 5.00 p.m. excluding public or bank holidays in England;

Confidential Information means all information which is marked or designated confidential or should otherwise be considered confidential due to its nature and the context in which it is divulged which is disclosed by the Introducer to Age in connection with this Agreement, in respect of the Introducer and or its group and their business and operations and includes, but is not limited to, Data and Management Information, information and/or details relating to Introducer Clients and other information relating to the business or affairs of the Introducer and/or its group whether in writing, orally or by any other means;

Data means all data and information including information and details of Introducer Clients provided to Age directly or indirectly by the Introducer pursuant to or in contemplation of this Introducer Agreement or which is created by Age for or otherwise on behalf of the Introducer pursuant to this Introducer Agreement;

Data Protection Regulations means the Data Protection Act 1998 **DPA** and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data (as defined under the DPA) or relating to privacy as may be amended from time to time;

FS Legislation the Financial Services and Markets Act 2000 (**FSMA**) and all rules, regulations, statements, statutory codes and other requirements made under FSMA and the rules of the FSA;

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in that type of undertaking under similar circumstance;

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in know-how and trade secrets in each case whether registered or unregistered and including renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist now or in the future;

Management Information means any statistical information or other usage information which is derived from the provision of the Services or other information required by Age to understand and assess the nature and extent of the performance by the Introducer of the Services and which is provided to Age;

Regulatory Obligations means all legal and regulatory requirements (including FS Legislation), enactments and orders in the United Kingdom applicable to delivery of the Services; and

Services means the services set out in clause 2.3.

2. AGE'S OBLIGATIONS

- 2.1. The Services shall be provided subject to the terms and conditions set out in this Agreement, in consideration for the payments of commission set out in clause 4 and in accordance with Age's initial disclosure document with the

Introducer Client which is in the form attached to this Agreement (**Terms of Business**).

- 2.2. Age shall act fairly and professionally in all dealings with the Introducer and the Introducer Client under this Agreement and the Terms of Business.

- 2.3. Age shall provide the following services to the Introducer (the **Services**):

- answering the telephone call to the Introducer;
- obtaining contact details for the Introducer Client;
- contacting the Introducer Client by telephone;
- sending out Terms of Business which will apply between Age and the Introducer Client;
- providing advice to the Introducer Client and carrying out all related work in relation to Equity Release Product(s).

- 2.4. In the event that the Introducer Client does not wish to speak to Age, Age shall promptly inform the Introducer by telephone. Age shall not seek to contact such Introducer Client on any subsequent occasion without the prior consent of the Introducer.

- 2.5. Age shall only provide the Introducer Client with advice on Equity Release Products and shall not make any attempt to cross sell or contact the Introducer Client for any other purpose. The Introducer Client shall remain the client of the Introducer.

- 2.6. Age shall co-operate with the Introducer in the investigation and resolution of any complaints it receives in relation to the provision of the Services.

- 2.7. Age warrants that:

2.7.1. it shall provide the Services in accordance with Good Industry Practice;

2.7.2. the Services will be provided by staff reasonably considered by Age to be suitably qualified and experienced staff;

2.7.3. it shall ensure that it complies in all material respects with Applicable Laws and Regulations in the conduct of its business and the provision of the Services;

2.7.4. it has and will have during the continuance of this Agreement or Terms of Business all necessary authorisations and permissions to provide the Services including but not limited to the Regulatory Obligations and will comply with all such authorisations and permissions; and

2.7.5. it shall provide and will continue to provide during the continuance of this Agreement or Terms of Business whole of market advice in relation to Equity Release Products. (For the avoidance of doubt, whole of market advice shall mean that Age provides advice on Equity Release Products available at the relevant time from SHIP providers).

- 2.8. Age hereby confirms that it will not use any Data which it obtains or Management Information which it compiles through providing the Services for any purposes other than to comply with its obligations under this Agreement without the Introducer's prior written consent. Age shall indemnify the Introducer in full and on demand against any reasonably foreseeable losses the Introducer incurs in respect of a breach of this clause 2.8 provided that the Introducer shall take reasonable steps to mitigate any such losses and that the aggregate liability of Age in respect of any claim under this indemnity or otherwise for breach of this clause shall be limited to £5,000,000 (five million pounds sterling).

3. INTRODUCER'S OBLIGATIONS

The Introducer shall ensure that express consent has been obtained from the Introducer Client to being contacted by Age for advice relating to Equity Release Products. The Introducer shall provide evidence of this consent if requested by Age.

4. FEES

- 4.1. Age shall pay to the Introducer 25% of all revenue of any nature whatsoever including but not limited to procurement and advice fees generated by Age as a result of an Equity Release Product being completed for respective Introducer Clients.

- 4.2. The sums payable to the Introducer by Age shall be paid within 30 days of receipt of cleared funds by Age of the income payable to Age from the relevant lender. Age shall be under no

REMOTE ADVICE

obligation to make any payment to the Introducer until the relevant lender has paid Age. Any Equity Release Product(s) that Age completes for an Introducer Client following the date of termination of this Agreement shall be paid in accordance with clauses 4.1 and 4.2. The Introducer shall not be obliged to repay any sums paid to it by Age under this Agreement.

- 4.3. Termination of this Agreement for any reason shall not bring to an end Age's obligation to pay sums that have accrued and are due and payable prior to the termination of this Agreement.

5. DATA PROTECTION

Both parties shall in accordance with market practice in the industry comply with all of its obligations under the DPA and any obligations which one party is obliged to impose upon the other party including in particular, the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Each party will indemnify and keep indemnified the other party in full and on demand against any reasonably foreseeable losses incurred by the other party as a result of a breach by the breaching party of this clause 5 and/or any claims or complaints from any party contacted by the breaching party in performing the Services provided that the party claiming under this indemnity shall take reasonable steps to mitigate such losses.

6. CONFIDENTIALITY

- 6.1. During the Term, Age agrees to treat as and keep confidential:

- 6.1.1. any and all Confidential Information which may come into its possession or into the possession of any of its employees or agents as a result of or in connection with this Agreement or under its terms of business with Introducer Clients relating to the Introducer; and
- 6.1.2. any and all information which has been and which may be derived or obtained from any Confidential Information. Age shall promptly notify the Introducer in writing of any unauthorised, negligent or inadvertent use or disclosure of the Introducer's Confidential Information.

7. DATA

Age acknowledges that the Data and Management Information is the property of the Introducer which reserves all IP Rights which subsist in the Data. For the avoidance of doubt, all data and information relating to any Introducer Client which is supplied to Age directly or indirectly under this Agreement or its terms of business with Introducer Clients shall be deemed to belong to the Introducer.

8. INSURANCE

Age shall at its own cost maintain in force as from the date of this Agreement such policy or policies of insurance with a reputable insurer which gives such party an adequate amount and scope (including without limitation employer's liability, public and professional indemnity) of insurance cover with regard to its potential liabilities under this Agreement or Terms of Business.

9. TERMINATION

- 9.1. This Agreement may be terminated by either party serving three (3) months written notice of termination on the other party.
- 9.2. On termination or expiry of this Agreement:
- 9.2.1. Age shall comply in all respects with payment provisions under clause 4;
- 9.2.2. Age shall return all documentation and other information and material, whether recorded in writing or otherwise, including disks and tapes containing the Data or Confidential Information forthwith together with all copies; and
- 9.2.3. rights to any IP Rights and the Data shall automatically terminate.
- 9.3. For the avoidance of doubt, Age may retain documentation and information including Confidential Information that it requires solely to the extent required to comply with its Regulatory Obligations, or to the extent required to provide the Services in relation to completion of Equity Release Products on behalf of an Introducer Client that is due to take place after the date of termination or expiry of this Agreement. Once these Regulatory Obligations have ceased or completion of the relevant Equity Release Product has taken place, Age shall immediately return the documentation in accordance with clause 9.2.2 above.
- 9.4. Save as otherwise expressly provided in this Agreement:

- 9.4.1. termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination; and

- 9.4.2. termination of this Agreement shall not affect the continuing rights and obligations of Age and the Introducer under clauses 2.8, 6, and 7.

10. GENERAL

- 10.1. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party between the parties or to authorise either party to act as agent of the other. Save where expressly stated in this Agreement, neither party shall have the authority to make representations, act in the name or on behalf of or otherwise to bind the other.

- 10.2. Any notice required or permitted to be given to any party to the other under this Agreement shall be in writing and either delivered by hand or sent by pre-paid first class mail, recorded delivery post or by facsimile transmission to the address shown at the top of this Agreement or any such other address for service as a party may notify to the other party in accordance with this clause.

- 10.3. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the second Business Day following the date of posting and in the case of facsimile transmission at the expiration of two hours after the time of dispatch, if dispatched before 3.30 pm on any Business Day and in any other case at 10.00 am on the Business Day after the date of dispatch.

- 10.4. The rights and remedies provided in this Agreement are cumulative and (unless otherwise provided for in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

- 10.5. Age shall not sub-contract the performance of any of its obligations under this Agreement.

- 10.6. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

- 10.7. No variation of this Agreement shall be binding unless it is agreed in writing between the parties.

- 10.8. Age shall not at any time assign, or otherwise transfer, the benefit of and obligations under this Agreement to a third party. The Introducer may assign this Agreement to a third party.

- 10.9. In the event of any conflict or inconsistency between this Agreement and the Terms of Business then the terms of this Agreement shall prevail.

- 10.10. Save as may be expressly provided to the contrary, no delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

- 10.11. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and save as expressly set out herein supersedes and extinguishes any representations and warranties previously given or made orally or in writing prior to the date of this Agreement.

- 10.12. A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 10.13. This Agreement shall be governed and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts with regard to any dispute arising out of or in connection with this Agreement.