

INTRODUCER AGREEMENT

TERMS & CONDITIONS

(for Regulated Mortgage Contracts or Second Charge Loans regulated by the FCA)

1. The Introducer (even if Directly Authorised by the Financial Conduct Authority (FCA) with the correct permissions granted) the relationship with Norton Broker Services will be restriction to that of only an Introducer as defined by the Financial Conduct Authority. This means that the Introducer must :
 - a) Have no involvement in the arranging, advising or variation of a regulated mortgage contract or secured loan, unless approved by us.
 - b) Have no involvement in advising on the merits of entering into or varying the terms of a regulated mortgage contract or Secured Loan, unless approved by us.
2. The Introducer agrees to abide by the regulations laid down by the Financial Conduct Authority and any other legislation that governs the marketing and advertising of a mortgage or secured loan contract. In particular, the Introducer must:
 - a) Disclose any money from the prospective borrower in connection with the mortgage or secured Loan.
 - b) Disclose to the borrower details of any payment to be received from Norton Broker Services.
3. The introducer must disclose details to the borrower of any payment they will receive from Norton Broker Services for making the introduction.
 - a) Where it is not possible to calculate the full amount of the fee or commission to be received the actual sum does not need to be disclosed. However the Introducer must disclose the method of calculation of the fee.
 - b) A written record must be kept of all disclosures made to the borrower, including those cases where the borrower was only told verbally.
 - c) The written record of disclosures must be available for inspection at all times by Norton Broker Services, the Financial Conduct Authority or any other Regulatory Authority.
4. The Introducer is required to hold regulated mortgage permissions or credit broking permissions with the FCA which permits them to engage in mortgage or credit broking activities if they wish to submit any regulated Mortgage or secured loan enquiries to Norton Broker Services.
5. Unless specifically authorised by the Financial Conduct Authority (FCA) the Introducer will not have any involvement in 'Insurance Selling' i.e. arranging, advising or dealing as an agent.
6. Any advertising carried out by the Introducer should be strictly in accordance with the rules and guidance laid down in the FCA CONC or MCOB handbook as appropriate. All advertising should be retained for the required period of time as laid down by the FCA and be available for inspection by Norton Broker services at any time.
7. Norton Broker Services undertakes to contact the borrower and deal with any regulated mortgage contract entered into in accordance with the rules laid down by Financial Conduct Authority. On completion of the Loan or mortgage commission will be paid to the Introducer in accordance with the commission structure, which may vary from time to time. Any payment paid to the Introducer is inclusive of V.A.T.
8. Norton Broker Services reserves the right to alter the terms and conditions under which commission shall be paid to the Introducer without giving prior notice.
9. The Introducer agrees that he is responsible for his own incidental costs, whether the introduction leads to an application being made or not, e.g. such as advertising, travelling expenses, telephone and other office costs etc.
10. The Introducer must at no time attempt to neither contract or bind the Company nor incur any liability on behalf of them. The Introducer must at all time respect and work within the limitations of the role as laid down by the Financial Conduct Authority or any other legislator. The principles of good business practice contained in the FCA guidelines should be applied to all aspects of your business.
11. The Introducer agrees to indemnify Norton Broker Services (as appropriate) from and against any loss, damage and liability suffered by Norton Broker Services resulting directly or indirectly from any wrongful act, neglect or default of the Introducer.
12. This Agreement shall come into force on the commencement date and (subject to the provisions for earlier termination in this agreement) shall continue in force unless and until either party gives to the other not less than 30 days prior written notice of termination.