

AN AGREEMENT BETWEEN

The Broker __The Aftersales Network Limited_____

Address __10 Deer Park Way, Waltham Abbey, Essex EN9 3YL_____

The Client _____

Address _____

Appointment of the Broker

- 1 **The Client appoints the Broker** to secure (within 60 days from the date of this Agreement or such additional period as is agreed between the parties) from a reputable lending source (“the Lender”) the issue of a formal Offer of funding (“the Offer”) on terms which reflect the requirements recorded in the Confirmation of Instructions (see paragraph 1 of attached Terms and Conditions).

Liability to pay appraisal and arrangement fees

- 2 In consideration of the appointment the Client will immediately be liable to pay the Broker:

A non-refundable appraisal fee

2.1 a non-refundable appraisal fee of £ [] for the purposes of assessing and preparing an application for funding on behalf of the Client (“the application”), payment to be made in full on the signing of this Agreement; and

A non-refundable arrangement fee

2.2 with effect from the date of issue of the Offer, a non-refundable arrangement fee of []% of the gross value of such funding as is agreed in the Offer, payment to be made in accordance with Clause 3.

When Arrangement Fee is Payable

3. Without prejudice to the Client’s liability to pay the arrangement fee under Clause 2.2, the fee **shall be paid** by the Client as stipulated below by the Broker:

*either

a) immediately on the issue of an Offer to the Client [or where the client is a company, its parent or subsidiary, or a member of the same group of companies]

*or

b) immediately the Client [or where the Client is a company, its parent or subsidiary, or a member of the same group of companies] signs the acceptance of the Offer

*or

c) on such other date as the Broker may at his discretion agree with the Client in writing.

***Delete as appropriate**

SIGNED in acknowledgement and acceptance of the terms of:

- 1 this Agreement (including the Code of Practice referred to in paragraph 7 overleaf)
- 2 the printed Terms and Conditions incorporated in paragraphs 1 to 9 inclusive overleaf
- 3 the Confirmation of Instructions and Data Protection Act information

Client Acknowledgement

The Client acknowledges that:

- (1) He has received such independent advice as he considers necessary before signing this Agreement;
- (2) Neither the Broker nor anyone on the Broker's behalf has put any pressure, or other undue influence, on the Client to sign;
- (3) The Broker sources Offers of Funding from [name of sole Lender] [a panel of lenders whose particulars will be supplied upon request] [an unrestricted number of Lenders];
- (4) The Broker may receive commission from the Lender as detailed in para 3 of the attached Terms and Conditions;

The Broker has informed the Client that commission may be paid by the Lender to the Broker and the Client accordingly consents to such payment – see attached Terms and Conditions para 3.

The Client authorises /does not authorise the Broker to contact him, by any means, with marketing material

Signed

(the Broker/ an authorised Officer for and on behalf of the of the Broker)

Signed

(the Client/ an authorised Officer for and on behalf of the Client/ a duly authorised partner for and on behalf of each of the partners in the partnership who shall accordingly be deemed to be liable jointly and severally for the conditions of this Agreement)

Dated Theday of

TERMS AND CONDITIONS

Confirmation of Instructions

- 1.1 Before signing this Agreement the Broker will complete a form of Confirmation of Instructions ("the Instructions") which shall be read and take effect as if they formed part of this Agreement.
- 1.2 Revision to the Instructions will not affect the liability of the Client to pay the arrangement fee, unless the revision required is so fundamental that the Terms, as revised, materially fail to meet the requirements of the Client, as recorded in the original form of Instructions.

The Client's Duty to the Broker

- 2 The Broker relies on the Client for the accuracy of statements, information and representations notified in writing to the Broker by the Client, or by his professional advisers. The Client agrees fully and completely to indemnify the Broker from the consequences of, or in respect of any loss caused by, inaccuracies or misrepresentations for which he is responsible and on which the Broker has relied.

Introductory Commission

- 3.1 The Lender may pay the Broker introductory commission in respect of the funding agreed in the Lender's Offer. If commission is to be paid, and the amount of commission is known to the Broker prior to acceptance of the Offer, the Client will be immediately informed in writing that commission will be paid and of the amount. The commission paid may take the form of a procurator fee, marketing allowance and/or be computed by reference to the volume of clients referred by the Broker to the Lender from time to time. Commission paid to the Broker may vary in amount depending on the Lender or product chosen by the Broker.
- 3.2 If the fact that commission will be paid is not known before the Offer is accepted, the Broker undertakes immediately to inform the Client in writing once any commission is paid and of the amount so soon as it is known.
- 3.3 The Client having acknowledged the matters set out under the Client Acknowledgment consents to the Broker receiving and retaining any commission paid.

Payment of Arrangement Fee

- 4.1 The arrangement fee shall be paid without regard to the ability of the Client to satisfy all or any of the conditions stated by the Lender whether in the Offer or after its issue.
- 4.2 The arrangement fee will be paid:
 - 4.2.1 by crossed cheque in favour of the Broker and sent to the address of the Broker; or
 - 4.2.2 by the Client's Solicitors (who are hereby irrevocably instructed by the Client to do so by way of copy of this Agreement) from funds held by them on the Client's behalf.

Failure to Complete Offer

- 5 In the event that the Offer is cancelled, or the Client fails or declines to sign the acceptance of the Offer, the arrangement fee will be paid by no later than three calendar months from the date of issue of the Offer.

Continuing Liability

- 6 It is expressly agreed by the Client that the liability to pay the arrangement fee under Clause 2.2 of the Agreement shall continue whether or not the Agreement has, for any reason, been terminated.

Entire Agreement

- 7 The Client acknowledges and agrees that on signing this Agreement he does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

NACFB Code of Practice/Complaints/Arbitration

- 8 The Broker agrees to act on behalf of the Client in accordance with the terms of the prevailing edition of the Code of Practice of the National Association of Commercial Finance Brokers (a current copy of which is available on request from the Association). The Code stipulates the remedies available to the Client in the event of a complaint or other dispute (after exhausting the Broker's own complaints procedures).

Data Protection

- 9 The Client agrees that any information he provides which may be held and processed by the Broker may be shared with third parties to protect the Broker against fraud, to satisfy Codes of Practice and, compliance related issues that may arise from time to time.
- 10 The Broker will make such enquiries and take up such references as considered necessary in relation to the Client's application. This information may be obtained from the Land Registry, previous and existing employers. Information may also be obtained from the Inland Revenue, the Department of Work & Pensions (DSS).
- 11 The Broker may use and disclose details of this application and any resulting Offer of Funding to the Client to any Lender, any intended guarantor, their legal advisors and may further use and disclose information to the Financial Services Authority, any processing agents with whom the Broker may hold an agreement to process data.

In accordance with the Data Protection Act 1998 the Client is advised that information provided may be held by the Broker in its computer and papers records and retained for a period of six years after the date of this Agreement.

Amendments

- 12 Any amendment whether proposed by the Broker or the Client shall be notified in writing to the other party. Any amendment proposed by the Broker shall take effect on the date specified (being not less than 10 business days after the issue of the Notice) unless in the meantime the Client notifies the Broker to the contrary or requests an extension of time. Any amendment proposed by the Client shall take effect when accepted by the Broker in writing.

Assignments and third party rights

- 13 This Agreement is personal to the Client and shall not be capable of assignment by the Client or of being transferred.
- 14 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available other than under such Act.

Professional Indemnity

- 15 The Broker agrees to maintain professional indemnity insurance cover in respect of its business with and on standard terms offered by insurers of repute.

Client Money

- 16 In the event that the Broker holds Client money, it is agreed the same will be kept in a separate designated client account for the benefit of any such Client.

Exclusions

- 17 The Client agrees that the Broker shall have no liability for any economic loss (whether direct, indirect or consequential) insofar as it relates in any way to loss of business, loss of Client data, interruption of business or loss of profits or goodwill as a result of the manner of performance by the Broker of any obligations arising under this Agreement. This exclusion of liability will not, however, otherwise affect any statutory rights of the Client.

Definitions

- 18 A reference to a party shall include reference to a partnership, body corporate, unincorporated association, assignees or successors in title. Words in the singular shall include the plural and words indicating a particular gender shall include the other gender.

Choice of Law

- 19 This Agreement shall be construed in accordance with English Law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

CONFIRMATION OF INSTRUCTIONS

The Broker _____

Address _____

The Client _____

Address _____

The Broker has been requested by the Client to obtain an offer of funding from a reputable lending source. The following terms are those advised by the Broker as likely to apply to any Offer of funding. They are subject to the Client's acceptance of the Broker's formal Terms of Business Agreement. When the Agreement has been signed by both parties, the Confirmation of Instructions will form a contractual part of the Agreement.

Required amount £.....

Term years

Interest rate from % p.a. over (eg Bank Base/Libor/FHBR)

Type of loan (eg capital and interest/interest only)

Early redemption fee £.....

Security offered

Client's estimated
value of security (ies) £.....

Lender's fees and
disbursements £..... (Payable by the Client)

The Broker cannot guarantee that these terms will be achieved. Any lender selected by the Broker will undertake a thorough examination of the Client's ability to service the loan. This will include approval of accounting and financial information and a valuation for bank purposes of any property offered as security, Approval of this information is at the sole discretion of the lender (and not the Broker). A number of factors, beyond the control of the Broker, may emerge in the course of this process and cause the lender to weight, or vary, the terms indicated in this memorandum which will be revised accordingly.

It is, for example, normal practice for a funder to require:

- adequate insurance on, for example, Buildings, Plant, Machinery and Stock
- appropriate life or term assurance, including keyman insurance
- guarantees from such parties as it considers appropriate
- an independent valuation, for bank purposes, of property(ies) offered as security
- retentions for repairs to the security, if advised by its valuers
- detailed financial information including bank statements and audited accounts
- independent Solicitors to complete the loan documentation
- the inclusion of conditions specific to the loan (in addition to its standard terms)
- such other information as is necessary to satisfy itself as to the viability of the application

Signed..... (Broker) Date day of

DATA PROTECTION ACT 1998

In order to process the application for funding we will need to be supplied with information, including accounts and personal financial details, by you, the Client, and by other sources such as your Bank and credit reference agencies.

We may also, when authorised by you in writing, apply for supplementary information from your professional or other advisers.

We will record this information (whether in manually operated or automated systems) and retain it only as long as we are required by law to do so. We will keep it as securely as possible.

We will use the information to assess the application, to approach a number of selected funders and, subsequently, in negotiations for the issue of an offer of funding with them.

In order to do so, we will disclose such of this information as is necessary to negotiate terms with a funding source, with employees of this business, any guarantor required by the funder, any person or organisation necessary to comply with any legal or regulatory requirements to which we may be subject, and anyone else whom you may specifically authorise in writing.

We may also use the information to monitor and analyse our business and, unless you instruct us in writing not to do so, contact you with details of products or services which may be of interest to you.

In the event that we search with credit reference agencies, we will need to disclose information about you. The credit reference agencies will record details of our searches. If you would like details of the credit reference agencies please write to us at the address stated.

You have the right to apply to us for details of the information we hold about you. An administrative charge may be made by us for doing so.