

INTRODUCER REGISTRATION & AGREEMENT

1. COMPANY DETAILS

Corporate Entity

Registration Number

Trading Name (if applicable)

2. BUSINESS TYPE (PLEASE SELECT)

Sole Trader

Professional Partnership

Non-professional Partnership

Limited Liability Partnership

Limited Company

3. PRINCIPAL CONTACT

Title

Forename(s)

Surname

Position in the company

4. CORRESPONDENCE ADDRESS

Building Number

Building Name

Address Line 1

Address Line 2

Town

County

Postcode

t. +44 (0)20 3695 5510
e. info@pivotfinance.co.uk

PIVOTFINANCE.CO.UK

Pivot is the trading name for Pivot Lending Ltd and is a limited company registered in England and Wales (No. 10067031). Registered address: 10-12 Bourlet Close, London, W1W 7BR.

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Main Telephone Number Fax Number

Email

Contact Preference (Please Select)

5. REGISTERED COMPANY ADDRESS

Building Number Building Name

Address Line 1 Address Line 2

Town County

Postcode

Main Telephone Number Fax Number

Email

6. AFFILIATIONS

FCA Directly Authorised (Yes/No) FCA Registration Number (if applicable)

Mortgage Club or Network Member (Yes/No) FCA Registration Number (if applicable)

NACFB Membership (Yes/No) Membership Number (if applicable)

FIBA Membership (Yes/No) Membership Number (if applicable)

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7. NATURE OF BUSINESS (PLEASE SELECT)

Bridging	<input type="checkbox"/>	Asset Finance	<input type="checkbox"/>
Commercial Mortgages	<input type="checkbox"/>	Property Development Finance	<input type="checkbox"/>
Buy to Let / Residential	<input type="checkbox"/>	Invoice Finance	<input type="checkbox"/>
Residential Mortgages	<input type="checkbox"/>		

8. BUSINESS VOLUMES

How many of the following cases have you completed in the last 12 months?

Property Development Finance	<input type="text"/>
Bridging	<input type="text"/>

9. BANK DETAILS (FOR PAYMENT OF FEES)

Note: we will only send funds to the below account unless advised by an authorised individual.

Sort Code	<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"/>
Account Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account Name	<input type="text"/>
Email Address for Remittance Statements	<input type="text"/>

10. DATA PROTECTION & COMPLIANCE

Are you aware of and are you compliant with the provisions of the Data Protection Act 2018?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Have you registered with the Information Commissioners Office (ICO)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Please provide your ICO registration number	<input type="text"/>			

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Do you have Professional Indemnity Cover in place?

Yes

No

11. TERMS AND CONDITIONS

This application is made by the intermediary overleaf ("You"). Once accepted by Pivot ("We/Us"), a contract will be created between You and Us which incorporate 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 sales@pivotfinance.co.uk.

Lending Terms:

- We reserve the right to reject any application for a loan at any time before completion.

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 9 of this agreement.
- The introducer shall be responsible for ensuring that the account details provided in Section 9 of this agreement for the purposes of making any payment of Commission are up to date.
- Commission will be disclosed in each offer letter and no further amount will be payable on any particular loan. Commission payable may be varied from time to time, and we will write to you with updates as appropriate.

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 Pivot immediately in the event of: (i). a breach of the introducer of any of its obligations here under; (ii). The introducer's bankruptcy or insolvency; or (iii). The termination of any regulatory authorisation required by the introducer for the conduct of its business.
- Once the agreement has been terminated, no further Commission will be payable in respect of new clients or existing clients entering a new Facility but Commission will be honoured for all cases introduced prior to termination that subsequently proceed to completion.
- On any such termination, We shall be under no obligation to continue processing or considering any application previously submitted through You.

Severability:

- If at 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:

- Pivot and all associated subsidiaries are registered with the Information Commissioners Office (ICO).
- You must ensure that all your advertising literature, application documents and all procedures, whether relating to work before or after a loan is made, comply with all requirements of the law and of regulatory bodies relating to the provision of loans.
- You will need to consider the various provisions made under the Consumer Credit Act, the fair processing information provisions of the Data Protection Act 2018, guidance issued by the Office of the Information Commissioner, relevant provisions within the Financial Conduct Authority handbook and guidance from any other relevant regulatory or trade bodies as amended from time to time.
- Prior to selecting the most appropriate lender you will provide each client with a copy of your own lender neutral Data Protection and Privacy notice. If we are subsequently selected as the chosen lender a copy of the Pivot Privacy Policy (www.pivotfinance.co.uk/privacy-policy) will need to be issued with our credit backed terms.
- If You would like to exercise any of the rights under the General Data Protection Regulation, please:
 - email Us at info@pivotfinance.co.uk, write to us at 3rd Floor, 10 - 12 Bourlet Close, London, W1W 7BR or call 020 3695 5510

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- let Us have enough information to identify You (e.g. your account number, full name, and address), let Us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill), and
- let Us know the information to which your request relates, including any account number. 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:

- Both parties 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 other party other than in the proper performance of its duties under this agreement.

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.
- Pivot 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; (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."
- In the event of a data breach, the party causing the breach hereby agrees to indemnify the non-breaching party and hold the non-breaching party harmless against all and any claims brought against them directly or indirectly as a result of the breach.
- 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 Pivot.

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 Pivot and the introducer.
- You are not use the Pivot logo or branding on any of your product literature without express written permission from Pivot.

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 Pivot and the introducer with respect to the subject matter of this agreement and supersedes all other written and oral agreements.

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Regulatory Requirements:

- If You deal with any work requiring authorisation under the Financial Services and Markets Act or any other legislation, You must maintain proper authorisation from the Financial Conduct Authority and / or any other relevant body. 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.
- Where You are introducing any loan to Us including Consumer Credit exempt loans You warrant that You will comply with all regulatory requirements and obligations.

To: Pivot and its group companies ("Pivot"), Credit Reference Agencies & Credit Searches

- I/We understand that if I/We give Pivot false or inaccurate information and Pivot suspect fraud, then Pivot will record this.
- 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 Pivot and to authorise Pivot to process such details for the purposes of assessing my/our application.
- I/We have notified all such individuals that Pivot holds such details and of the purposes for which the details will be processed.
- I/We agree that Pivot shall be entitled to use and process, by any medium, the information in this application form and any other information Pivot 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 Pivot 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.

Director 1	<input type="text"/>	Print Name	<input type="text"/>	Date	<input type="text"/>
Director 2	<input type="text"/>	Print Name	<input type="text"/>	Date	<input type="text"/>