



Construction Bond Ltd

Standard Introducer Agreement

This agreement is between

Construction Bond Limited, Registration Number 12586716, Registered Office Address 9 Rosemont House, 15a Poplar Road, Dorridge B93 8DD (the “Company”, “We”, “Us” “Our”)

and

< Name, Address here

> (the “Introducer”, “You” “Your)

This Agreement is intended to provide a contractual relationship between The Company and the Introducer to provide a Fee share to Introducers for the introduction to the Company of Clients for whom We provide Our Consultancy services.

A Construction Bond Introducer’s role is solely as the Introducer knowing a property developer, professionally or personally and alerting them to Our service by guiding them to Our website or asking them to contact Us or for Us to make contact with them. The Introducer is not an Introducer in the insurance sense of the word and is prohibited to offer any insurance related advice

Construction Bond Ltd is a warranties and bonds consultancy, we are not a broker. Through our providers we enjoy extensive access to a panel of insurers, attracting exclusive rates from both standard and ‘A’ rated insurers. We provide a service where due to the economies of scale we introduce Clients to insurers where they will receive the best premiums that they can find on the market for the following:

- New Build Warranties (Latent Defect Insurance)
- Retrospective Cover
- Professional Indemnity
- Insurance Backed Guarantees
- Road and Sewer Bonds

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- Right of Light Insurance
- Performance Bonds
- Other products from time to time

When a Client conducts business with an insurer who We introduce them to they benefit from the economies of scale for all the business We arrange for Clients in the market. We charge Your Clients a Fee for Our consultancy service. We then share those Fees with Introducers on a scale defined in this Agreement. The Fees We charge Clients are purely consultancy Fees, they are not insurance related commission. Clients and Introducers can be but not limited to:

- Property Developers
- Project Managers
- Building Contractors
- Councils
- Housing Associations
- Financial Institutions
- Architects
- Surveyors
- Solicitors
- Conveyancers
- Accountants
- Brokers
- Financial Services Introducers
- Estate Agents
- Property Developer funders
- Other fields who may use our services

The Agreement is subject to:

- a) Introduced Clients placing business with insurers
- b) The Company not providing any insurance or financial advice to Clients

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- c) Introducers not providing any insurance or financial advice to Clients
- d) Meeting any additional requirements imposed by Construction Bond Ltd existing statutory or compliance procedures.
- e) English Law.

1.0 Duties of Construction Bond Ltd

1.1 Construction Bond Ltd hereby agrees:

1.1.1 To provide a confidential and professional service as defined as that on The Company's website <https://construction-bond.co.uk> to any Clients Introduced by Introducers

1.1.2 To account to the Introducer for any commissions due to the Introducer for Fees received relating to Introductions by the Introducer.

1.1.3 To monitor the activities of the Introducer as an Introducer and ensure that the rules under this Agreement are adhered to

1.1.4 Communicate with the Introducer periodically to review the working of the Agreement.

2.0 Duties of the Introducer

2.1 The Introducer hereby agrees:

2.1.1 To introduce Clients to The Company, verbally, by email, via any of the forms on The Company website <https://construction-bond.co.uk>, social media, CRM campaigns, to the extent that the Client is aware of The Company's services and is expecting a communication from The Company

2.1.2 To make The Company aware of any potential Clients after ensuring that the potential Client is aware and expecting a communication from The Company.

2.1.3 To limit its actions under this Agreement to effecting introductions to The Company and distribution of any digital promotions which relate to products or services available from or through The Company

2.1.4 Not to provide any advice or recommendations to Clients or potential Clients on the matter of general insurance or general insurance products or contracts.

2.1.5 Not to deal in or arrange (bring about) general insurance contracts.

2.1.6 Not to assist Clients in the administration of any general insurance contract. 2.1.7 Not to handle any Client money.

2.1.8 To advise Construction Bond Ltd of any material fact(s) (including any changes to information supplied to The Company from a Client) that the Introducer feels obliged to advise The Company.

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3.0 Introducers and Master Introducers

3.1 An Introducer is a person or company who Introduces Clients to The Company and earns income from The Company only from Fees charged to Clients for the consultancy services provided. The Introducer is not an Introducer in the insurance sense of the word and is prohibited to offer any insurance related advice.

3.2 A Master Introducer is a person or company who Introduces Introducers to The Company in addition to their role as an Introducer.

3.3 An Introducer can only become a Master Introducer once they have Introduced 3 Introducers who have each Introduced Clients to The Company. You will be advised by email once You have achieved the role of Master Introducer.

3.4 If a Master Introducer's Introducer also becomes a Master Introducer, then the original Master Introducer continues to earn income from Fees earned by their Introducer in their role as Introducer Introducing Clients to Us, but earns no income from Fees their Introducer earns in their role of Master Introducer whose Introducers Introduce Clients to Us.

3.5 An Introducer and/or Master Introducer cannot receive income from The Company by Introducing themselves or their business as a Client without prior written Agreement from the Company

4.0 Confidentiality

4.1 Construction Bond Ltd shall treat all information supplied to it by Introducers as confidential and shall not divulge such information to any Third Party other than as may be required in the course of providing its service or as required by any governing rules and regulations or Law.

5.0 Remunerations (Share of Fees)

5.1 For the duration the Client remains a Client of The Company and / or this Agreement is in force the Introducer will attract a share of Fees as set out in this Agreement

5.2 Qualifying Remuneration will be an agreed % (or flat rate amount where pre-approved by The Company) derived from the Fee the Company charges the Client.

5.3 The default Remuneration will be as follows unless The Company directs otherwise in respect of alternative terms for specified Clients.

5.3.1 Introducer receives a minimum of 20% of the Fee We charge the Client they have directly Introduced once The Company has been paid by The Client. Dependent on volume of business introduced The Company at its own discretion can remunerate the Introducer up to 40% of the Fee We charge the Client they have directly Introduced

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once The Company has been paid by The Client. The Company will notify You once Your Remuneration has increased from the basic 20%.

5.3.2 As an Introducer a Master Introducer receives the same Remuneration as their role as Introducer

5.3.3 A Master Introducer receives 25% of what We pay their Introducers once The Company has been paid by The Client.

5.4 All Remuneration due to the Introducer will be agreed by The Company prior to agreement of Fees to be charged to the Introduced Client.

5.5 Where a contract is cancelled mid-term between The Client and the insurer which results in a refund of Fees being made by Us to the Client, the Introducer will immediately return an amount of the income received from Us in direct proportion to the amount of Fees returned to the Client or there will be cessation, or reduction in, "on account" payments to the Introducer until such time as the Introducer's total payments have been brought back to the agreed share or until this has been settled as part of the balancing exercise at the end of the accounting year.

5.6 Income received from the renewal of Fee related business originally Introduced by the Introducer will form part of this Agreement

6.0 Additional Business

6.1 Business transacted by Construction Bond Ltd following a referral from a Client will not be subject to this Agreement.

7.0 Termination

7.1 This Agreement shall be terminated by one month's notice given by either party in writing or immediately should the Introducer be discovered to be in breach of its duties as described in this Agreement.

7.2 On expiry of the notice:

7.2.1 Construction Bond Ltd shall continue to manage the Client's business arrangements until notified to the contrary by the Client.

7.2.2 Remuneration shall be distributed for business incepted or renewed prior to the termination of the Agreement.

7.2.3 The right of The Company to reclaim any Remuneration previously paid on business that subsequently lapsed or cancelled during any Remuneration earnings period will not be affected by the termination of this Agreement.

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7.3 This Agreement shall be terminated immediately in the event of the Introducer being under investigation, charged or found guilty of fraud, civil or criminal offences material to the operation of the business or declared bankrupt or insolvent.

8.0 Assignment

8.1 This Agreement may not be assigned to any other party without prior permission of The Company

9.0 General Provision

9.1 The Client will become the Client of Construction Bond Ltd for the purposes of this Agreement.

9.2 A copy of this Agreement will be made available to the Client upon request.

9.3 These Terms set out the entire Agreement and understanding between the parties in respect of the subject matter of these Terms and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

9.4 The Company may at its own discretion change the Terms of this Agreement by notifying the Introducer and / or Master Introducer not less than 30 days before the change comes into effect. In the event We make any changes to these Terms We will provide the Introducer with a copy of the new Terms or a summary of the changes.

9.5 No term of these Terms is intended by the parties to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

9.6 Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. The parties shall not at any time have or be deemed to have the relationship of employer and employee or of partners and neither party has, nor may it represent that it has, any authority to act or make commitments on the other party's behalf.

9.7 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

9.8 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions without the prior written consent from Us.

9.9 Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for

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three months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

9.10 The Company will not be held liable for any special, indirect, consequential punitive or incidental damages arising from a breach or alleged breach of this Agreement, however caused and under any theory of liability including negligence even if such party has been advised of the possibility of such damages.

9.11 This Agreement shall be governed by and construed in accordance with English Law. Each Party irrevocably submits for all purposes in connection with these Terms to the exclusive jurisdiction of the courts of England.

I have read this Agreement and agree to the Terms and Conditions herein:

Introducer Name: **Date:** //20.....

Introducer Signature:

On behalf of the Company **Date:** //20.....

Company Officer Signature

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