

BLACKS SOLICITORS LLP

REFERRAL OF BUSINESS Terms And Conditions

THESE Terms and Conditions are Agreed

BETWEEN:

- 1) [IFA name- as registered on the Blacks Connect website] (“the Introducer”); and
- 2) Blacks Solicitors LLP (No. OC309566) of 2nd Floor City Point, 29 King Street. Leeds LS21 2HL (“the Firm”)

WHEREAS:

- 1) The Firm acts as a firm of Solicitors in conveyancing and re-mortgage transactions (“the Services”) on behalf of its clients.
- 2) The Introducer assists its clients to obtain the Services by introducing its clients to the Firm.
- 3) The parties have agreed to enter into this agreement for the purpose of regulating their relationship and so as to ensure that such relationship complies with the terms of the SRA Code of Conduct 2011 (“the Code of Conduct”), in particular Chapter 8 (Publicity) and Chapter 9 (fee sharing and referrals).
- 4) In consequence of this relationship the Introducer initially provides personal data to the Firm in preparation for the Firm entering into contractual relationship with its client and thereafter the Introducer and the Firm both hold personal data relating to those mutual clients in respect of which each is a Data Controller, as defined in the Data Protection Legislation.

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement the following expressions shall bear the meanings respectively assigned to them except to the extent that the context requires to the contrary:

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| 1.1 | “Client” | any person who is referred to the Firm by the Introducer |
| 1.2 | “Cold Calling” | unsolicited visits, letters, telephone calls or any communication of any nature whatsoever from the Introducer to a Member of the Public. |
| 1.3 | “Completed Transaction” | a Transaction that proceeds to completion. |
| 1.4 | “Data Protection Legislation” | the General Data Protection Regulation (EU) EU2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended) and any legislation that in respect of the United Kingdom replaces or converts those into domestic law, and any other law relating to data protection, privacy and processing of personal data as may arise as a consequence of the United Kingdom leaving the |

European Union

- 1.5 “Instructions” the Instructions given by the Client to the Firm which result in the Firm acting on behalf of the Client in connection with a Transaction.
- 1.6 “Liabilities” any loss, liability, cost, charge, damage, expense (including reasonable legal fees), action, proceeding, claim or demand (including taxation).
- 1.7 “Member of the Public” any person who is not already a client of the Introducer.
- 1.8 “Referral” any referral of a Client by the Introducer to the Firm.
- 1.9 “Referral Payment” any payment or other consideration made by the Firm to the Introducer in consideration of the referral of a Client by the Introducer to the Firm which enables the Firm to carry out a Transaction for the Client whether such payment is made by way of administrative or marketing fees, panel membership fees, or otherwise
- 1.10 “Transaction” a conveyancing or remortgage transaction for a Client.

- 2 A copy of Chapter 8 (publicity) and Chapter 9 (fee sharing and referrals) of the Code of Conduct is available from the Firm at any time and also at www.sra.org.uk/handbook/ and is an important and integral part of this Agreement.

3. UNDERTAKINGS BY THE INTRODUCER

The Introducer undertakes as follows:

- 3.1 It will not solicit or attempt to solicit any Client as a consequence of marketing, publicity or other activities which if done by a solicitor would be in breach of the Code of Conduct and in particular by Cold Calling;
- 3.2 Before making a Referral it will give the Client all relevant information concerning the Referral, in particular:
- 3.2.1 The fact that the Introducer has a financial arrangement with the Firm; and
- 3.2.2 The amount of any payment to the Introducer which is calculated by reference to that Referral: and

3.2.3 Where the Introducer is paying the Firm to provide services to the Introducer's clients:

(a) the amount the Introducer is paying to the Firm to provide those services; and

(b) the amount the Client is required to pay to the Introducer;

3.3 The Introducer shall ensure that where he enters the clients details through the Firm's website, the information in paragraph 3.2 above is given in writing to the client and if such details are given by telephone, the information will be read out to the client by the Introducer and the fact that this has been done shall be recorded in writing or electronically..

3.4 To comply in all respects with the provisions of the Code of Conduct relevant to the Introducer.

3.5 To accurately and diligently prepare its monthly invoices and to liaise with the Firm in good faith in connection with agreeing the content and quantum of each invoice.

4. OBLIGATIONS OF THE FIRM

Before accepting any Instructions to act for a Client the Firm will give the Client, in writing, all relevant information concerning the Referral, in particular:

4.1 The fact that the Firm has a financial arrangement with the Introducer;

4.2 The amount of any payment to the Introducer which is calculated by reference to that Referral; or

4.3 Where the Introducer is paying the Firm to provide services to the Introducer's clients:

4.3.1 The amount that the Introducer is paying the Firm to provide those services; and

4.3.2 The amount that the Client is required to pay the Introducer;

4.4 A statement that any advice the Firm gives to the Client will be independent and that the Client is free to raise questions on all aspects of the Transaction; and

4.5 Confirmation that information disclosed to the Firm by the Client will not be disclosed to the Introducer unless the Client consents; but that where the Firm is also acting for the Introducer in the same matter and a conflict of interest arises, the Firm might be obliged to cease acting.

5. REFERRAL PAYMENTS

The Firm agrees to pay to the Introducer the Referral Payment in respect of each completed Transaction referred to it by the Introducer at the level indicated by the Introducer on its notification to the Firm of the identity of the Client and the nature of the transaction . For the avoidance of doubt in the case of a conveyancing Transaction a sale and a purchase are two separate Transactions.

6. TERMINATION FOR CAUSE

If the Firm has reason to believe that the Introducer is breaching the terms of this Agreement the Firm will give the Introducer written notice of the same and will require satisfactory evidence that the breach has been remedied within 14 days. If either the breach is not remedied or the Introducer persists in committing further breaches the Firm may immediately terminate this Agreement without notice.

7. VOLUNTARY TERMINATION

Subject to Clause 5 above the Agreement may be terminated by either party giving one month's notice in writing to the other.

8. DATA PROTECTION

8.1 It is not intended that any processing of business, information, or data in accordance with this agreement by the Firm will be or will amount to or constitute 'processing' by the Firm within the statutory meaning of the word, as it is not intended that the Firm will be, will amount to or constitute a 'data processor' within the statutory meaning of those words.

8.2 The Introducer must ensure that it has obtained suitable consent from the Clients to pass on their personal data to the Firm,

8.3 Both the Introducer and the Firm shall comply in all respects with their obligations under the Data Protection Legislation, and

8.4 Both the Introducer and the Firm and shall cooperate with the other in the performance those obligations under clause 8.3, to ensure that data is accurate.

8.5 And if either the Firm or the Introducer shall be in default of its obligations under this clause 8 that party shall compensate the other in full, on demand, for all loss, claim, damage, costs, penalty, sanction or fine, expenses or injury arising from any claim, complaint or referral made by a third party including a relevant regulator or agency against the respective party in respect of a breach or breaches by the party in default of any such legislation which has caused (or contributed to) a loss to be suffered by or caused to the "innocent" party.

9. MISCELLANEOUS

9.1 This Agreement is governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Court.

9.2 This Agreement, and its attachments, represents the entire agreement reached between the parties and accordingly no statement or representation (whether oral or written) shall form a term or condition of this Agreement.

9.3 The Introducer shall provide such evidence as the Firm may reasonably require to confirm compliance with the provisions of this Agreement.