



### **Standard Appointment Terms and Conditions – Commercial in confidence.**

These terms and conditions apply to any agreement between The Company and you pursuant to which The Company shall refer Standard Qualified Appointments it has identified, as set out in this agreement. In consideration for which you shall pay the Company the payments as specified in this agreement.

#### **1. Definitions**

- **Adviser** – An individual regulated by the FSA to provide permitted mortgage and or financial advice
- **Campaigns** – the bespoke nature of an agreed customer generation programme as agreed between the Company and the Adviser
- **Commencement Date** – the date agreed to commence the campaigns.
- **Company** – The provider of services
- **Confidential Information** - means all information which shall include (although not be limited to) confidential information regarding funds, investments, contracts, policies, accounts, transactions, claims, trade secrets, practice, employees, details of Clients and their financial affairs and any other matters of a similar nature that may come to the attention of the Adviser by reason of his activities pursuant to this Agreement and in whatever medium such information is stored;
- **Confirmation Email** – The email that is sent to you confirming the date of the commencement of this Agreement.
- **Customer/Client / Interested Party** – an enquirer looking for the provision of a Financial Product or Service
- **Financial Services Authority (FSA)** – The regulatory body responsible for the policing of approved firms
- **Invalid Appointment** – as defined in clause 3 below
- **Invalid Appointment Policy** - as defined in clause 3 below
- **Moneygate Outsourcing Limited** – The **company** which includes the fulfilment of campaigns. Expert Money & Money Professional are trading styles of Moneygate Outsourcing Limited
- **Qualified Appointment** – a fully profiled and agreed appointment with completed client details and financial objectives. Confirmed and upheld.
- **Web Portal** – The delivery method of providing services to the Adviser - [www.adviserportal.co.uk](http://www.adviserportal.co.uk)
- **You or Your** - The person, partnership or company with whom the campaign is agreed



## **2. Duration**

This agreement comes into force on placement of order and shall continue unless and until terminated under the provision of Clause 9.

## **3. Invalidity of Qualified Appointments**

The Company will only replace Appointments that are reported through the Sales Tracking & Notes section on the Adviser Portal [www.adviserportal.co.uk](http://www.adviserportal.co.uk) within 72 hours if any of the following circumstances apply ONLY;

- 3.1** Customer cancels with the Company prior to the appointment date & time
- 3.2** Customer does not show (You must call Expert Money immediately from the meeting address to confirm the customer not showing – failure to do so will result in non replacement)
- 3.3** Where a deal is unachievable and you are unable to produce a quote via a sourcing system for any of the products you have informed us you are licensed and authorised to advise upon
- 3.4** Where the enquiry is a minor, is a hoax application or is in relation to business outside the UK
- 3.5** Where the enquiry is a fraudulent application where the details are correct but not authorized by the customer/client/interested party
- 3.6** Customer is a Non UK Resident (no Visa or right to reside) or non tax payer
- 3.7** Customer is Unemployed and has no other acceptable income

The Company will not replace any appointments under any circumstances where the

- 3.2.1** Customer is unwilling to pay a fee
- 3.2.2** Customer stays with their existing lender
- 3.2.3** Adviser cannot beat existing offer
- 3.2.4** Adviser fails to do any business
- 3.2.5** Customer fails to proceed with any deal offered by the Adviser
- 3.2.6** Advisor contacts the customer prior to the appointment
- 3.2.7** Advisor fails to attend for whatever reason
- 3.2.8** Advisor has failed to update their diary correctly
- 3.2.9** Advisor has written business in any form (Insurance, Pensions and Investments etc)



#### **4. Refund Policy**

The Company does not offer a refund policy

#### **5. Methods of Payment**

All campaigns are paid for in advance by **BACS**, Cheque, and Credit/Debit Card. No cash payments will be accepted.

#### **6. Our Obligations**

The Company reserves the right not to enter into an agreement with you without explanation.

On acceptance the Company will send out a Confirmation email that will start this agreement. The agreement will continue until terminated in accordance with clause 9 of these terms and conditions.

The Company will source leads through various methods and affiliated partner sites. We will create Qualified Appointments (Full Financial Consultations) and promote the need for the client to fully disclose their entire financial circumstances.

The Company will assist to the fullest extent possible the potential applicant so that the opportunity is fully qualified. Confirmation of appointments will include postal letter, confirmation telephone call and SMS text where possible. The Company cannot guarantee that the lead/appointment will be converted into business.

The Company may send out questionnaires to you and/or the Customer/Client / Interested Party with regards the service received to obtain feedback.

#### **7. Your Obligations**

By signing the order form you agree to participate in the campaign subject to the terms and conditions as provided by the Company

You will be responsible for all dealings with the Customer/Client / Interested Party once The Company has referred the Customer/Client / Interested Party to You. You should make it clear to the Customer/Client / Interested Party that you are acting as an independent agent and shall at no time present yourself as an agent of the Company, agent or group of companies to which you do not belong.

You shall pay the sum attached to each Campaign in advance by the methods described in this agreement and co-operate with the Company in regards to feedback and must return any questionnaires sent out by the Company.

In performing your obligations under this agreement, you shall act in good faith, exercise all the due skill, care and diligence that would be expected of a professional independent advisor. You shall ensure that your conduct of business shall comply with all applicable rules and requirements. You shall not act in a way that could have an adverse effect on the reputation of the Company

You must immediately notify the Company of any revocation or alteration to any licenses, memberships and/or authorisations which may affect your ability to perform your obligations under this agreement.



In consideration of the introduction of Appointments/Leads, You agree to indemnify the Company against all damages, claims, expenses and other costs incurred or as a result of the introduction of interested parties to you whether during or after the termination of this agreement.

It is the intention of the parties that the indemnity will continue to exist during any relevant limitation period notwithstanding the termination of this agreement for any reason.

#### **8. Introductions**

An adviser may wish to introduce potential clients to the Company where the advisor is unable to provide advice on a particular product or carry on regulated activities for which they are not licensed and authorised to do so. The company will pay the introducer an agreed share of up to 30% of any initial commission or fee which is generated by the Company from the provision of advice to those particular clients during the continuation of this agreement. A separate introducer agreement will need to be completed before an adviser can introduce potential clients to the Company.

#### **9. Termination**

If the Company suspects or finds that there is systemic abuse of the Campaigns, Appointments and/or Adviser Portal then the agreement will be terminated without notice

This Agreement may be terminated by the Company with immediate effect (i.e. immediately upon service of notice and without compensation) at the discretion of the Company.

#### **10. Variations**

This agreement may be varied by the Company by notifying such changes to you by way of email or supplying you with a URL containing the updated Agreement. Continued use of the Adviser Portal shall be considered acceptance of the varied Agreement. In the event you do not accept the varied Agreement, you shall be entitled to terminate this agreement on notice without liability to the Company. No other variation of this Agreement shall be effective unless it is signed by a representative of each party.

#### **11. Force Majeure**

We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through the Adviser Portal resulting from any event or circumstances beyond our reasonable control including, without limitation, breakdown of systems or network access, fire, explosion or accident.