

Referral Agreement

This Referral Agreement (the "Agreement") is made and entered into on [Insert Date], by and between:

- **Example Name LTD**, a company incorporated under the laws of England and Wales with its registered office at [Insert Address] (hereinafter referred to as the "Referrer"),
- and **[Deal Sourcer's Company Name]**, a company incorporated under the laws of England and Wales with its registered office at [Insert Address] (hereinafter referred to as the "Deal Sourcer").

The Referrer and the Deal Sourcer shall be collectively referred to as the "Parties" and individually as a "Party."

1. Purpose of the Agreement

The Referrer agrees to introduce potential investors ("Investor(s)") to the Deal Sourcer, who will identify real estate investment opportunities, perform due diligence, and present such opportunities to the Investor(s). The Deal Sourcer agrees to pay the Referrer a referral fee as compensation for the introduction, subject to the terms outlined below.

2. Roles and Responsibilities

2.1 Referrer's Role:

- The Referrer will introduce potential Investor(s) interested in purchasing real estate properties to the Deal Sourcer.
- The Referrer's introduction will be considered complete upon providing the Deal Sourcer with the contact details of the Investor(s) and confirming the Investor(s)' interest in pursuing property investments.

2.2 Deal Sourcer's Role:

- The Deal Sourcer will take responsibility for finding suitable real estate investment opportunities that meet the criteria of the Investor(s).
 - The Deal Sourcer will conduct all necessary due diligence, including but not limited to property inspections, market analysis, legal checks, and profitability assessments.
 - The Deal Sourcer will present potential deals to the Investor(s) and facilitate the purchase process, including negotiation with the seller(s) and coordination with solicitors.
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3. Referral Fee and Payment Terms

3.1 Referral Fee:

- The Deal Sourcer agrees to pay the Referrer a referral fee of **.004** of the total purchase price of the property secured by the Investor as a result of the introduction, or a flat fee of £900 if the property purchase price is less than or equal to £250,000.

3.2 Payment Terms:

- The referral fee is payable **upon completion** of the property purchase by the Investor.
- The Deal Sourcer will remit the referral fee to the Referrer **within 15 days** of the completion date of the property transaction.

3.3 Additional Fees:

- No additional fees or commissions shall be payable unless otherwise agreed in writing by both Parties.
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4. Exclusivity and Non-Circumvention

4.1 Exclusivity:

- The Referrer shall be the exclusive provider of the referred Investor(s) to the Deal Sourcer for the property transactions under this Agreement.

4.2 Non-Circumvention:

- The Deal Sourcer agrees not to circumvent, avoid, or bypass the Referrer by directly entering into any real estate transaction or similar agreement with the Investor(s) introduced by the Referrer, without the Referrer's involvement.
 - If the Deal Sourcer enters into any transaction directly with the Investor(s) introduced by the Referrer during the term of this Agreement or within 12 months following the introduction, the Deal Sourcer will remain liable for the referral fee under this Agreement.
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5. Term and Termination

5.1 Term:

- This Agreement shall commence on the Effective Date and remain in force until terminated in accordance with the terms herein.

5.2 Termination:

- Either Party may terminate this Agreement with 30 days written notice to the other Party.
- Termination of this Agreement shall not affect any referral fees due to the Referrer for deals introduced during the term of this Agreement.

6. Confidentiality

- Both Parties agree to keep all information related to Investor(s), property transactions, and business operations confidential, except where disclosure is required by law or agreed to by both Parties in writing.

7. Indemnity

- Each Party agrees to indemnify and hold harmless the other Party from and against any and all losses, liabilities, costs, and damages incurred as a result of their breach of this Agreement, or any negligence or willful misconduct in relation to this Agreement.

8. Dispute Resolution

- In the event of a dispute arising from or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through negotiation in good faith. If the dispute cannot be resolved amicably, it shall be referred to **mediation** in accordance with the rules of the Centre for Effective Dispute Resolution (CEDR). Failing mediation, the dispute shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

9. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10. Entire Agreement

- This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

11. Amendments

- No amendment, modification, or waiver of any term of this Agreement shall be valid unless made in writing and signed by both Parties.

12. Signatures

This Agreement is signed by the duly authorized representatives of the Parties as of the Effective Date:

Referrer:

Referrer Name:

Referrer's Company Name:

Signature: _____

Date: _____

Deal Sourcer:

Deal Sourcer's Name:

Deal Sourcer's Company Name:

Signature: _____

Date: _____
