

All fields **IN RED** will need to be completed for this form to be accepted and for you to be setup correctly



Your Full Name: _____

Referrer Agreement

What is a referral agreement?

A referral agreement is a contract that defines a partnership between a service provider and a referral partner that earns commission on sales. The contract sets out the terms of a partnership wherein one party is referring qualified leads or customers to the other partner in exchange for rewards or compensation.

We are required to have in place a referral agreement to accept referrals from you for customers seeking consumer or commercial finance as per the National Consumer Credit Protection Act. This is a requirement because we provide you with \$100 commission for successful applicants.

This letter is an offer to appoint you as a referrer and to set the terms that will apply to each referral.

This offer is based on the information you have provided to us about your business. If any aspect of that changes, we do require you to inform us at your earliest convenience.

Please note, you must make the referral in accordance with the Finance Referrer Agreement Terms and Conditions. Failure to do so can result in you engaging in credit activities for which you must hold an Australian Credit License.

Which can place both of us in breach of the National Consumer Credit Protection Act.

If you require further information regarding this, please don't hesitate to contact us.

Yours faithfully

TS Credit Corp Pty Ltd

Referrer Agreement

This agreement is made on..... (INSERT DATE)

Between:

TS CREDIT CORP PTY LTD ACN #511803, Authorised Credit Representative ACR #549266 of Fintelligence Pty Ltd (Australian Credit License #511803) of Level 1, 2 Boston Court, Varsity Lakes, QLD 4227 (in this contract referred to as "the finance broker)

and

(REFERRER COMPLETE BELOW FOR OUR REFERENCE)

Name:	
Phone Number:	
ABN (if applicable)	
Address:	
Email address:	

(REFERRER COMPLETE BELOW IF YOU WANT TO BE PAID A REFERRAL COMMISSION)

Name on bank account:	
Banking institution:	
BSB:	
Account number:	

(FOR INTERNATIONAL REFERRALS PLEASE PROVIDE PAYPAL DETAILS)

Name on PAYAL account:	
Email linked to PAYAL:	

Background:

From time to time the Referrer may refer potential customers to the Finance Broker in relation to the Finance Broker providing a particular Credit Activity to the persons (Clients).

The Referrer has agreed that any referral to the Finance Broker will be done in accordance with the terms of this Referrer Agreement.

Referrals:

1} When referring a customer requiring consumer finance, you must:

- (a) only engage in credit activities as a referrer incidental to another business you carry on
- (b) only inform a customer we are able to provide a particular credit activity or a class of credit activity, not a specific product
- (c) refrain from discussing with the customer his or her credit requirements or objectives or financial circumstances
- (d) provide us with a customer's name and contact details within 5 business days of obtaining those details from the consumer
- (e) not give us any other information about a customer other than his/her contact details and a short description of the purpose for which the customer may want credit or a consumer lease (if known)
- (f) disclose to a customer (prior to giving the referral) any remuneration or other benefits you or an associate of yours may receive from us under Schedule 2 to this Agreement
- (g) obtain each customer's written consent to give us his/her contact details
- (h) not require a customer to pay anyone a fee for the referral to us
- (i) not conduct your business from temporary or non-standard business premises.

2) You must:

- (a) permit only your staff to engage in this conduct on your behalf
- (b) ensure your staff are instructed and trained to conduct referral activity strictly in accordance with the above conduct requirements.

3) We will:

- (a) contact the customer within 10 business days of receiving customer referral details from you
- (b) inform the customer that their contact details were obtained from you
- (c) explain the financial benefits, if any, that you may receive for the referral
- (d) specifically ask the customer whether they agree to continue with the conversation.

Prohibited Activities:

The Referrer must not deal or interact with Clients with respect to the provisions of credit activities by the Finance Broker in any manner other than as set out above and must not provide any information or advice to the Client, discuss with the Client any particular product that may be obtained through the Finance Broker or provide any recommendations or advice to the Client concerning loan products nor require the Client to pay any fee in relation to the Referral Activities.

Payments:

The referral fee shall be a flat fee of \$100.00 AUD inclusive of GST per customer approved and settled with our panel of lenders accredited and regardless of the value of the resulting sale of goods or services provided by the Finance Broker.

Relationship:

The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationships is formed by this Agreement and at no time should the Referrer position itself as affiliated to the Finance Broker, except as an independent referrer. In light of this independent relationship the Referrer shall not enter into any agreements on behalf of the Finance Broker, shall make no warranty either expressed or implied on behalf of the Finance Broker.

The Referrer agrees not to disclose any confidential information pertaining to the Finance Brokers goods or services nor that of prospective or existing customers to any third party. The Referrer may do follow up enquiries with its referred customers to confirm their purchase and to gather feedback about their experience with the Finance Brokers goods or services as supplied.

No Contravention of the NCCP Act:

The Referrer acknowledges and agrees that the Finance Broker is obliged to do anything under or in relation to this agreement which in the Finance Brokers reasonable opinion will not result in the contravention of the NCCP Act or the Transactional Act by the Finance Broker or the Referrer.

Indemnity:

Each party shall indemnify, defend and hold the other party harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to preform or any other act related to this agreement.

Termination of Agreement:

Either party may terminate this Referral Agreement at any time by giving the other party 5 Business days' notice in writing. On termination of this Agreement, the Referrer must immediately cease any Referral Activities relating to the Finance Broker. Upon termination by either party all outstanding fees due to the Referrer at that time shall be settled in full within 30 days.

General:

This agreement constitutes the whole agreement between the parties and may only be varied by a document signed on behalf of each party.

Signed by TS CREDIT CORP PTY LTDA handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

.....
Signature of Authorised Person

.....
Full Name of Authorised Person

Signed by (REFERRER INSERT YOUR NAME)

.....
Signature if Authorised Person

.....
Full Name of Authorised Person