

DATED _____

(1) << >>

(2) << >>

REFERRAL FEE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) << Name of Company >> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Company") and
- (2) << Name of the Introducer >> [a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>>] OR [of << insert address >> ("the Introducer")]

WHEREAS:

- (1) The Company is in the business of the sale and supply of << insert nature of goods and/or services supplied >>;
- (2) The Company wishes to appoint the Introducer to identify Prospective Clients and introduce them to the Company.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Completed Transaction"	means an agreement between the Company and a Prospective Client for the provision of the Product;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
["Follow-up"]	means an attempt by the Company to contact a Prospective Client using the details supplied by the Introducer pursuant to Sub-clause 3.2;]
"Introduction"	means the Company being introduced to a Prospective Client by the method stated at Sub-clause 3.2;
"Product"	means the [goods] [services] [goods and services] provided by the Company, as more particularly defined at Schedule 2; and
"Prospective Client"	means any person who is not an existing client of the Company and who has not been a client of the Company in the << 24 month >> period prior to Introduction.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:

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1.2.1 "writing", and communication, includes a reference to any communication by mail, telex, facsimile transmission or similar means;

1.2.2 "this Agreement" means this Agreement and each of the Schedules, as amended or substituted at the relevant time;

1.2.3 a Schedule means a Schedule to this Agreement; and

1.2.4 a clause or paragraph means a Clause or Paragraph of this Agreement as the case may be, as set out in the graph of the relevant Schedule.

1.3 In this Agreement:

1.3.1 any reference to a person includes a reference to their respective personal representatives, successors in title and permitted assignees;

1.3.2 any reference to a company includes any body corporate, unincorporated association, partnership or other legal entity;

1.3.3 words importing the singular include the plural and vice versa;

1.3.4 words importing the masculine gender include any other gender.

2. Appointment of Introducer

2.1 The Company appoints the Introducer to identify and Introduce to the Company the Products supplied by the Company, pursuant to the terms of this Agreement, on an [exclusive] OR [non-exclusive] basis.

2.2 The Agreement shall commence on << Insert Commencement Date >> [until << Insert Termination Date >> or] until this Agreement is terminated in accordance with Clause 10.

2.3 The Company shall pay the Introducer a fee for each new client Introduced to the Company pursuant to this Agreement ("the Fee").

2.4 The Company shall pay the Fee to the Introducer for each Product to clients notwithstanding that the client was previously introduced to the Company by the Introducer.

3. Introduction of Prospective Clients

3.1 The Introducer shall endeavour to identify and solicit Prospective Clients for the Company.

3.2 EITHER

[The Introducer shall identify Prospective Clients to the Company by << e.g. informing them of the Company's name, location and business, giving them a Company brochure etc >>. In addition the Introducer shall insist that each Prospective client to quote the reference "<< I have been introduced to the Company by the Introducer for the purpose of ensuring that my business with the Company is properly regulated.]"

OR

[The Introducer shall

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3.2.1 provide the Company with sufficient contact details to enable the Company to contact the Client, such details to be provided in writing and including the Prospective Client's full name, address and daytime telephone number, plus any other details deemed necessary >

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3.2.2 [provide the Company with details as to what Product(s) in particular the Client is interested in];

3.2.3 ensure that the Client consents to being contacted by the Company in relation to the Product; and

3.2.4 ensure that the Client authorises the Company to be able to process the Client's personal information provided to it by the Company in accordance with the Data Protection Act 1998.]

3.3 The Introducer shall maintain a record of Prospective Clients Introduced to the Company under this Agreement and the dates on which such Introductions were made;

3.4 The Introducer shall ensure that the Goods supplied are of the quality and specification identified in the Introduction and that the Goods and agents are conversant with the Company's policies in order to facilitate the effective completion of the transaction.

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4. Obligations of the Company

4.1 [The Company agrees to accept all Introductions made by the Introducer with a view to completing a Completed Transaction with the Prospective Client. The Company shall not to contact a Prospective Client Introduced to it for a period of 12 months from the date of the Introduction. The Company must inform the Introducer at the time of the Introduction of the decision was made.]

4.2 The Company shall maintain a record of Introductions[, Follow-ups] and Completed Transactions and shall ensure the accuracy of those of accurate payment of fees under Clause 5.

4.3 The Company shall provide the Introducer with such promotional and sales brochures and literature as may be required from time to time in order for the Introducer to comply with the requirements of Sub-clause 3.4 above.

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5. Fees and Payment

5.1 EITHER

[The Company will pay the Introducer a fee of £<< insert amount >> for each Completed Transaction and << insert percentage >>% of the final contract price (excluding VAT) in respect of each Prospective Client introduced to the Company who completes a Completed Transaction with the Company.]

OR

[The Company will pay the Introducer a fee as set out in Schedule 1 of this Agreement.]

5.2 The Fee shall be payable to the Introducer within the period of each Completed Transaction occurring within the period immediately following the

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- Introduction of the Referrer to the Company.
- 5.3 EITHER
- [The Company will pay the Referrer a Fee by << e.g.cheque or bank transfer >> on the << calendar business Day of each << calendar month or week >> in which the [Introduction] AND/OR [Completed Transaction] occurred.]
- OR
- [The Company will pay the Referrer a Fee for each [Introduction] AND/OR [Completed Transaction] it is completed or, if immediate payment is not practicable, on the following Business Day by << e.g.cheque or bank transfer >>]
- 5.4 The Introducer acknowledges that, where a client introduced by him subsequently enters into a transaction with the Company which attracted a Referral Fee has been paid to the Introducer, the Company shall be reimbursed by the Client pro rata in relation to the amount of the Referral Fee.
6. **Relationship of the Parties**
- 6.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties, or as expressly provided, shall it constitute the party the agent of any other party for any purpose.
- 6.2 Subject to any express provision to the contrary in this Agreement, the Referrer shall not and shall not do any act, enter into any contract, incur any liability, assume any obligation on behalf of the Company, or in any way.
7. **Non Competition**
- [The Introducer agrees not to compete with the Company or perform any similar function for any other person who provides identical or similar goods or services to those provided by the Company.]
8. **Confidentiality**
- The parties agree to keep all information in relation to the business of the Company confidential during and after the agreement. This Clause 8 will not apply to:
- 8.1 any information which was already in the public domain other than as a result of a breach of this agreement;
- 8.2 information in the public domain prior to the disclosure under this agreement took place;
- 8.3 information obtained from a third party who is free to disclose it;
- 8.4 information which a third party is free to disclose.

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authority to be invalid shall continue to be unaffected provision.

whole or in part, this Agreement provisions and the remainder of the

12. Notices and Service

12.1 Any notice or other communication given by either party shall be deemed to have been given by:

authorised by this Agreement to be given by:

12.1.1 delivering it to the addressee;

12.1.2 sending it by post to the addressee;

; or

12.1.3 sending it by any other means of communication which is not less effective than the address given in Sub-clause 12.4.

mission or comparable means of communication to the address given in Sub-clause

12.2 Any notice or information given in accordance with Sub-clause 12.1.2 which is not delivered to the addressee shall be deemed to have been given on the date on which the envelope containing it was so delivered, provided that the notice or information was duly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence of its having been given.

the manner provided by Sub-clause 12.1.2 which is not delivered to the addressee shall be deemed to have been given on the date on which the envelope containing it was so delivered, provided that the notice or information was duly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence of its having been given.

12.3 Any notice or information given in accordance with Sub-clause 12.1.2 to the addressee shall be deemed to have been given on the date on which the envelope containing it was so delivered, provided that the notice or information was duly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence of its having been given.

mail or comparable means of communication shall be deemed to have been duly given on the date on which the envelope containing it was so delivered, provided that the notice or information was duly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence of its having been given.

12.4 Service of any document or notice concerning or arising out of or in connection with the Agreement shall be effected by either party by delivering it to its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

poses of any legal proceedings shall be effected by either party by delivering it to its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

13. Set Off

The Company may withhold payment of any amount due to the Invoicing Party from any deduction from, any invoice or other amount due to the Invoicing Party which the Company may have a right of set-off or counterclaim in respect of for any reason whatsoever.

any deduction from, any invoice or other amount due to the Invoicing Party which the Company may have a right of set-off or counterclaim in respect of for any reason whatsoever.

14. Jurisdiction

14.1 This Agreement shall be governed by the Law of England and Wales.

governed in accordance with the Laws of England and Wales.

14.2 In relation to any dispute or claim arising out of or in connection with the Agreement each of the parties irrevocably submits to the jurisdiction of the English and Welsh courts and waives any objection to such jurisdiction.

ings to enforce this Agreement or in connection with the Agreement each of the parties irrevocably submits to the jurisdiction of the English and Welsh courts and waives any objection to such jurisdiction.

IN WITNESS WHEREOF this Agreement has been executed the day and year first

executed the day and year first

before written

SIGNED

<<Name and Title of person signing
for and on behalf of << Company Name

SIGNED

<<Name and Title of person signing
for and on behalf of << Introducer's

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Transaction Value

Fee

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er fixed Fee or percentage >>

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