



Introducer Agreement

4th January 2018



This Agreement is dated 4th January 2018

THE AGREEMENT

This Introduction Agreement (the “Agreement”), effective as of Date of Agreement above, (“Effective Date”) is made and entered into by and between The Introducer (“the Introducer”) and The Principal (“the Principal”).

The parties involved are:

CREATE 8 LIMITED incorporated and registered in England and Wales with company number 09724442 whose registered office is at Create 8 Limited, Unit A1, RMT House, Crossley Road, Stockport, SK4 5DZ (“the Principal”).

THE INTRODUCER with its principal offices or address located at the address submitted into the “Introducer Account Set-up Form” - located at <http://www.create8.co.uk/becoming-an-introducer/>.

Hereinafter referred to as the “parties”

WHEREAS, the parties wish to define the respective rights and responsibilities of the Introducer as a representative of the Principal.

NOW, THEREFORE, the Introducer and the Principal agree as follows:

1. TERMS OF AGREEMENT

- 1.1 The Principal hereby appoints the Introducer for the purpose of effecting introductions of the Principal’s products to other organisations.
- 1.2 This Agreement shall remain in force for the period of twelve (12) months from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than one (1) months prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.
- 1.3 The Principal shall pay an introduction fee to the Introducer in accordance with clause 2 of this Agreement.
- 1.4 The Principal reserves the right to refuse any orders for the products on any grounds but if the Introducer so requests, the Principal shall supply the Introducer with reasons for such refusal.
- 1.5 Nothing in this Agreement or otherwise shall make the Introducer an employee of the Principal.
- 1.6 This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

2. INTRODUCTION FEE

- 2.1 During the period of this Agreement the Introducer shall be paid an Introduction Fee (“the Introduction Fee”) which is agreed at 10% of the nett order value (not including VAT).
- 2.2 The Introduction Fee shall be paid to the Introducer once the order has been paid in full.



3. DUTIES AND RESPONSIBILITIES OF THE INTRODUCER

- 3.1** The Introducer shall at all times act with all due diligence and act in good faith and follow and observe all reasonable instructions given by the Principal regarding the products and any activities under this Agreement.
- 3.2** The Introducer shall pass on all orders, tenders and requests in respect of the Principal's products to the Principal within a reasonable period of time.
- 3.3** Save as expressly authorised by the Principal in writing the Introducer shall not incur any liabilities on behalf of the Principal nor make any representations or give any warranties on behalf of the Principal, (except to confirm or communicate any terms, conditions or information contained in the Principal's documents) or enter into any contract or agreements on behalf of the Principal or pledge the credit of the Principal.
- 3.4** The Introducer shall not expressly or by implication in any negotiations with a customer relating to the Principal's products describe himself as acting in any capacity for or on behalf of or in relation to the affairs of the Principal other than as a canvassing Introducer.

4. DUTIES AND RESPONSIBILITIES OF THE PRINCIPAL

- 4.1** The Principal shall at all times act dutifully and in good faith in observing and discharging its obligations, responsibilities and duties under this Agreement.
- 4.2** The Principal shall pay Introduction Fee to the Introducer under the terms of clause 2 of this Agreement. Save for the payment of Introduction Fee the Principal shall be under no obligation to reimburse the Introducer for any expenses incurred in the performance of the Introducer's duties.
- 4.3** The Principal shall not be obliged to accept any order, tender or request submitted by the Introducer and shall accept the same only at its absolute discretion and on such terms and conditions as it considers appropriate.

5. TERMINATION

- 5.1** This Agreement may be terminated without prejudice to clause 2.2 if any of the following circumstances arise:
 - 5.1.1** Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains un-remedied for fourteen (14) days after notice of such breach has been given by the non-defaulting party.
 - 5.1.2** Where the conduct of the Introducer is likely to have a serious or detrimental effect upon the Principal's business, products and affairs.
 - 5.1.3** Where the Introducer commits any acts of dishonesty, fraud or theft.
- 5.2** Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.



6. FORCE MAJEURE

6.1 Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least thirty (30) days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

7. NOTICES

7.1 Any notice given by any of the parties shall be served in writing on the other party by electronic mail or other electronic means in which case the recipient will provide acknowledgement within one (1) business day (separately from any machine generated automatic reply); or by pre-paid means providing proof of delivery, to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the party's to each other.

7.2 Any such notice shall be deemed to be effectively served as follows:

7.2.1 In the case of service by pre-paid delivery 48 hours after posting.

7.2.2 In the case of service by electronic means on the next working day.

8. GENERAL

8.1 IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

8.2 The Schedules to this Agreement constitute an integral part thereof.

8.3 Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

8.4 No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

8.5 This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

8.6 Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

9. JURISDICTION

9.1 This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Thank you for choosing
Create8



If you need any advice or help
please feel free to contact us on



0161 820 9686



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www.create8.co.uk