

# **Broker Agreement**

Technology, Agility and Simplicity.



This Agreement is between Leasetech Limited (registered number 10816175), incorporated in England and Wales, and has its registered office at 20 - 22 Wenlock Road, London N1 7GU (hereafter referred to as "**the Broker**") and

Name	
Registered number	
Incorporated in	
Registered office at / Address	

hereafter referred to as "the Client" and together referred to as the Parties or individually a Party.

The Client agrees to use Leasetech Limited's services and / or Leasetech's Finance Providers' services in accordance with these conditions. These terms and conditions, and Leasetech's privacy policy, govern the use of the credit broking service provided by Leasetech and its Finance Providers. Leasetech's services are offered to the Client conditioned on their acceptance without modification of the terms, conditions, and notices contained herein. The Client's use of Leasetech's services constitutes their agreement to all such terms, conditions, and notices.

#### Definitions

The following definitions apply in this Agreement:

Associate	Anyone related to the Client, including a partnership where the Client (or a relative of the Client) is a partner, an LLP in which the Client (or a relative of the Client) is a member or a limited liability company in respect of which the Client (or a relative of the Client) is a shareholder or a director;
Broker Fee	To be confirmed (TBC)
Engagement Fee	TBC
Finance	Funding from the Finance Provider to the Client on terms which include the payment of interest;
Finance Offer	An offer of Finance from a Finance Provider to the Client in writing;
Finance Provider	An organization which is prepared to lend money to the Client on the terms of the Finance Offer and who has been introduced by the Broker to the Client;
Finance Purpose :	TBC
Initial Period	TBC
Security :	TBC

# Technology, Agility and Simplicity.

20 – 22 Wenlock Road, London, N1 7GU

0203 9602216 hello@weareleasetech.com weareleasetech.com





## Interpretation

Unless the context requires otherwise, in this Agreement; where the Client consists of more than one person the obligations are joint and several; reference to any clause is to a clause of this Agreement; words denoting the singular shall include the plural and vice versa; words denoting any one gender shall include all genders; a reference to a Party shall include that Party's successors or assigns; and a reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

## **Finance Offer**

The Broker will use reasonable endeavours to obtain a Finance Offer from a Finance Provider for the Client in connection with the Finance Purpose and the Client hereby appoints the Broker to do so and authorises the Broker and the Finance Provider to share relevant information relating to this Agreement and any Finance Offer.

#### Engagement Fee

The Engagement Fee is payable on signing this Agreement and is non-refundable.

#### **Broker Fee**

The Broker Fee shall become due and payable by the Client to the Broker on the earlier of;

- the completion of the Finance or;
- the issue of a Finance Offer to the Client and the Client informs the Broker that they wish to proceed.

The Broker Fee will be payable for any Finance Offer made to the Client within 12 months of the date of this Agreement where the Client (or an Associate business of the Client) has completed any such Finance Offer with the Finance Provider notwithstanding the termination of this Agreement.

Where the Client has not paid the Broker, the Client irrevocably authorises the Finance Provider to deduct the Broker Fee from any remittance of the Finance and pay it to the Broker on completion.

#### **Exclusivity**

This engagement is exclusive for the Initial Period. If during the Initial Period, the Client sources finance with an alternative provider, the Broker Fee is payable as if the finance had been arranged by the Broker.

#### Termination

The Client may terminate this Agreement at any time before a Finance Offer is made by giving the Broker notice in writing.

If notice is given by the Client under this clause, then subject to the provisions of the Broker Fee and Exclusivity clauses above, the Broker may charge the Client a fee based upon time expended at the rate of £100.00 per hour plus VAT together with any expenses incurred and the Client indemnifies the Broker in full for all costs, fees and expenses incurred in recovering such sum.

#### **Liability and Warranties**

The Broker does not accept any liability, arising out of this Agreement, in respect of the actions or inactions of

#### Technology, Agility and Simplicity.

20 – 22 Wenlock Road, London, N1 7GU

0203 9602216 hello@weareleasetech.com weareleasetech.com





# credit where credit's due

the Finance Provider or anyone representing the Finance Provider. The Broker does not make, and has no authority to make, any representation or warranty on behalf of the Finance Provider.

The Broker does not warrant or make any representation as to the suitability of the Finance Provider or the Finance to the Client and the Client acknowledges that they rely on their own judgment in these matters.

# **Third Party Rights**

A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any provision of this Agreement.

## Whole Agreement

This Agreement contains the whole agreement between the Parties in respect of its subject matter and supersedes any prior written or oral agreement between them relating to it and the Parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement.

#### Variation

No variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

#### Notices

Any notice to be given from one Party to another may be delivered by hand or sent by first class post to the address given in this Agreement (or such other address as shall be notified from time to time for this purpose) and any such notice shall take effect at the time of delivery in the case of a delivery by hand or the opening of business on the first business day after despatch in the case of a notice sent by first class post.

#### Technology, Agility and Simplicity.

20 – 22 Wenlock Road, London, N1 7GU 0203 9602216 hello@weareleasetech.com weareleasetech.com





# credit where credit's due

The Client has read and understands the terms of this Agreement, agrees to be bound by them and authorises the Broker to act on the Client's behalf on the basis of such terms.

By ticking here the Client confirms he is happy to emails and marketing with updates and offers.		
Client(s)		
Signatures:		
Print:		
Date:		
Leasetech Limited		
Signatures:		
Print:	Gavin Tedstone	
Date:		

# Technology, Agility and Simplicity.

20 – 22 Wenlock Road, London, N1 7GU 0203 9602216 hello@weareleasetech.com weareleasetech.com

