



Introducer registration & agreement

Introducer details

Corporate entity	
Company reistration number	
Trading name	
Principle contact	
Position in company	
Contact number	
Correspondance address	
Email address	
Registered company address	
FCA status	
FCA registration number <i>(if applicable)</i>	

Bank details (for payment of fees)

Sort code	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
Account number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account name	

Terms & conditions

This application is made by the intermediary detailed overleaf (You). Once accepted by Seneca Bridging (We / Us), a contract will be created between You and Us which incorporate all the terms shown in this document.

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the trading address or by email and shall be deemed to have been received:

By first class post, 48 hours after the date of mailing;

By email to info@senecabridging.co.uk

Lending terms

We are a provider of unregulated commercial lending for the purposes of bridging and property development. By introducing an applicant to Seneca Bridging you are confirming that it is envisioned that the lending will be unregulated. We reserve the right to reject any lending application which is or which we suspect may be regulated.

Further, we reserve the right to reject any application for a loan at any time prior to completion. By agreeing to these terms and conditions you indemnify us against all losses arising from such an event including administrative costs and potential commission earnings.

Commission

The proposed amount of commission will be set out within a Decision in Principle of the deal in question. The commission amount may change if the actual loan amount under the loan agreement which is entered into by the Borrower is changed. No further commission amount shall be paid in respect of that loan agreement.

Payments of commission shall only be made to the account specified overleaf.

The Introducer shall be responsible for ensuring that the account details provided overleaf for the purpose of making any commission payments are kept up to date.

Payments of commission are typically made no later than 3 working days of receipt of the commission invoice after legal completion of the loan agreement.

Termination

Either of us may at any time write to the other and end this agreement, without a notice period being necessary;

This Agreement may be terminated by us immediately in the event of:

- A breach of the introducer of any of its obligations hereunder;
- The Introducers bankruptcy or insolvency;
- The termination of any regulatory authorisation required by the Introducer for the conduct of business.

Once the Agreement has been terminated, no further Commission will be payable in respect of new Clients or existing clients entering into a new facility.

On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you.

Severability

If any part of this Agreement becomes void or unenforceable under any applicable law, it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue to be unaffected.

Data protection

Seneca Bridging is registered under the Data Protection Act 2018. Seneca Bridging will process personal data in a lawful and fair manner, and safeguard that information with an adequate level of protection. The Introducer gives Seneca Bridging express consent to store, process and disclose to third parties all data and information obtained or held in relation to the Introducer as Seneca Bridging deems reasonably necessary to provide Facilities or services to Clients introduced by the Introducer. The Introducer has a right to obtain a copy of the information held about them by Seneca Bridging upon payment of the appropriate fee and to request that any inaccuracies concerning such information are corrected. Any such requests should be made in writing to Seneca Bridging Ltd, 9 The Park, Haydock WA12 0JQ.

Seneca Bridging will maintain records of data held about the Introducer for at least as long as required by law, and in any event a minimum of six years from the date the Agreement is terminated.

It is understood that all information provided must be accurate and correct and it is the Introducers responsibility to check the information before entering into this Agreement.

It is an offence to knowingly provide false information for the purposes of this application and you could be prosecuted for doing so.

Governing law and jurisdiction

This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Exclusivity

The arrangement with us is not an exclusive one, so you may if you wish deal with other lenders and we may deal with any other introducers as we wish.

Confidentiality

The Introducer shall keep confidential and shall not disclose to any person any of the terms of this Agreement or any information incidental or related thereto or to the business of Seneca Bridging.

Limitation of liability

Nothing in this Agreement shall limit or exclude the Introducers liability for death, personal injury, fraud, fraudulent misrepresentation and any liability which may not be lawfully limited or excluded.

Seneca Bridging shall not be liable in any circumstances to the Introducer for consequential, special or indirect losses, or for the following losses whether direct or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; (or any losses arising from a claim by a third party for any of the above losses) and whether the same heads of excluded loss arise

under contract, statute, tort (including without limitation, negligence), or otherwise.

The Introducer may not assign, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of Seneca Bridging.

Notices

Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend any third party to have benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

Relationship

Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture or principal and agent between Seneca Bridging and the Introducer.

You are not to use the Seneca Bridging logo or branding on any of your product literature without express written permission from Seneca Bridging.

No waiver

No provision of the Agreement shall be waived unless agreed to be waived by the Parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not in future instances, unless agreed otherwise by the Parties in writing.

Regulatory requirements

If you deal with any work which requires authorisation under the Financial Services Act you must maintain proper authorisation from the Financial Conduct Authority 'FCA' You must produce these to us for inspection when requested.

You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by you to observe their requirements. You must also notify us of any events known to you which might give rise to such correspondence if those events were known to the relevant authority or regulator.

Seneca Bridging and its companies, their successors and assigns (Seneca Bridging) credit reference agencies & credit searches

I / We understand that if I / We give Seneca Bridging false or inaccurate information and Seneca Bridging suspect fraud, then Seneca Bridging will record this.

I / We confirm that I / We have the explicit consent of all individuals whose details are included in this application form to disclose such details to Seneca Bridging and to authorise Seneca Bridging to process such details for the purposes of assessing my / our application.

I / We have notified all such individuals that Seneca Bridging holds such details and of the purposes for which the details will be processed.

I / We agree that Seneca Bridging shall be entitled to use and process, by any medium, the information in this application form and any other information Seneca Bridging may acquire in relation to me / us and the individuals named in this application form for the purposes of assessing my / our application and, in the event of me / us being granted Introducer facilities, for the purposes of administering and dealing with such Introducer facilities. Such processing may include such enquiries as Seneca Bridging deems necessary into the background of the business and its principals including making searches at one or more credit reference agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: Checking details on applications for credit and credit related or other facilities; Managing credit and credit related account or facilities; Recovering debt; Checking details on proposals and claims for all types of insurance; Checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

I confirm that I am authorised to sign this application on behalf of the entity named below.

I confirm that all information given in support of the application to enter this agreement is true, and I agree to these terms and conditions.

Signature	
Print name	
Date	<input type="text"/>



senecabridging.co.uk



01942 295 982



enquiries@senecabridging.co.uk

