

REGISTRATION FORM



Please complete this form in full and return to sales@esurv.co.uk.

If a question is not applicable, please indicate this clearly. If there is insufficient space for a detailed answer, or you need to provide additional information, this can be provided on a separate sheet. Any separate sheets must be signed and dated. For assistance please contact the TMA Mortgage Helpdesk on 0330 303 0236.

SECTION 1 - FIRM DETAILS

Firm name (as registered with the FCA):		FCA number:
Principal name:	Contact number:	
Principal email address:	Website:	
Firm registered address:	Firm trading address (if different):	
Company status (i.e. Sole Trader, Partnership etc.):		

SECTION 2 - DECLARATION [Please delete as appropriate]

I can confirm that I have read and agree to the Terms & Conditions in Section 4 of this form

This form must be signed by the Principal of the firm (as listed in Section 1)

Signature:	Position in company:
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SECTION 3 - TERMS AND CONDITIONS

Title:	First Name:	Last Name:
Date:		

THIS AGREEMENT as dated in Section 4

Parties

- (1) **The Firm** (the "Introducer") as named in Section 1;
- (2) **E.SURV LIMITED** incorporated in England and Wales with registered number **02264161** and whose registered office is at Lahnstein House, Gold Street, Kettering, Northamptonshire, NN16 8AP ("**e.surv**").

Background

- (A) The Introducer has Customers that may require Surveying Services.
- (B) e.surv is a leading provider of Surveying Services.
- (C) e.surv has agreed with the Introducer that Customers of the Introducer can be referred to e.surv in order to provide Surveying Services. The Introducer has agreed to make introductions to e.surv.
- (D) e.surv and the Introducer have agreed that in return for making introductions e.surv shall pay to the Introducer a Commission for each Customer that enters into a Relevant Contract and pays all fees due under that Relevant Contract.

1. COMMENCEMENT AND DURATION

- 1.1 This agreement shall commence the date when it has been signed by all the parties and shall continue until either party gives to the other party one month's written notice to terminate.
- 1.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

2. INTRODUCTIONS

- 2.1 The Introducer has agreed that during the term where any Customer may require Surveying Services it will provide an Introduction for the Customer to e.surv.
- 2.2 The Introducer will supply all Introductions either:
 - 2.2.1 by email to sales@esurv.co.uk; or
 - 2.2.2 by telephone to 0800 169 9661 Option 2
- 2.3 e.surv will not be deemed to have received an Introduction until or unless it is in receipt of the Customer Information Details.
- 2.4 e.surv will use reasonable endeavours to contact Customers within 24 hours of receipt of an Introduction to follow up on any Introduction.
- 2.5 Where e.surv agrees to provide Surveying Services it shall agree with the Customer the terms of the Relevant Contract and the date and manner of payment for the Surveying Services.
- 2.6 The Introducer shall ensure that all information provided to e.surv is complete, accurate and not misleading.
- 2.7 The Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind e.surv in any way, and shall not do any act which might reasonably create the impression that the Introducer is so authorised. The Introducer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of e.surv, including for the provision of Surveying Services or the price for them, and shall not negotiate any terms for the provision of Surveying Services with Customers.
- 2.8 The Introducer shall not produce any marketing material for e.surv's services or use e.surv's name, logo or trade marks on any marketing material for the Surveying Services without the prior written consent of e.surv.
- 2.9 The Introducer shall not, without e.surv's prior written consent, make or give any representations, warranties or other promises concerning the Surveying Services which are not contained in e.surv's marketing material.

3. COMMISSION AND PAYMENT

- 3.1 The Introducer shall be entitled to Commission where a Customer Introduced by the Introducer enters into a Relevant Contract and pays to e.surv all fees and charges due in relation to the Surveying Services provided.
- 3.2 The amount of commission payable shall be £75 per Relevant Contract – RICS Level 3 & RICS Level 2 Report and £35 per Relevant Contract – RICS Level 1 & Private Valuation Report (the **Commission**).
- 3.3 e.surv shall at such time and in such format as e.surv considers reasonable notify the Introducer of:
 - 3.3.1 Relevant Contracts that it has entered into with Customers;
 - 3.3.2 the date Surveying Services were provided; and
 - 3.3.3 the Commission payable to the Introducer.
- 3.4 On a monthly basis, e.surv shall calculate the total Commission payable to the Introducer for the relevant month, together with any applicable VAT.
- 3.5 Commissions shall be paid by e.surv (or a company within e.surv's corporate group on behalf of e.surv) via BACS to the account details supplied to e.surv by the Introducer on a monthly basis as soon as practicable following the calculation detailed at clause 3.5.
- 3.6 All sums payable under this agreement are exclusive of value added tax or other applicable sales tax, which shall be payable in addition.
- 3.7 e.surv shall not be responsible for any costs incurred by the Introducer unless such costs have been agreed in advance by e.surv in writing.
- 3.8 For the avoidance of doubt, e.surv shall be under no obligation to:
 - 3.8.1 follow up any Introduction made by the Introducer; or
 - 3.8.2 enter into a Relevant Contract.

4. CONFIDENTIALITY

Save as required by law or regulation, each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.

5. **COMPLIANCE WITH LAWS AND POLICIES**

Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

6. **ANTI-BRIBERY COMPLIANCE**

6.1 Each party shall:

- 6.1.1 comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 ("**Relevant Requirements**"); and
- 6.1.2 have and shall maintain in place throughout the term of this Agreement, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010.

7. **ANTI-SLAVERY COMPLIANCE**

7.1 Each party:

- 7.1.1 shall comply with (and shall not by any act or omission put any company in the Introducer Group in breach of) all (or any) applicable laws, statutes, regulations and codes from time to time in force relating to anti-slavery and human trafficking including without limitation the Modern Slavery Act 2015;
- 7.1.2 shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
- 7.1.3 represents, warrants and undertakes that neither it nor any of its officers, employees or other persons associated with it:
 - (a) has been convicted of any offence involving slavery and human trafficking; and
 - (b) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

8. **DATA PROTECTION**

- 8.1 Each party undertakes to comply with the Data Protection Legislation in relation to any Customer personal data that it receives.
- 8.2 The Introducer shall ensure that it obtains consent from each Customer to the transfer of their personal data to e.surv for the purposes contemplated by this agreement. The Introducer shall provide evidence of such consent to e.surv as soon as possible (and in any event within 3 Business Days) where requested to do so by e.surv.
- 8.3 The Introducer indemnifies e.surv from and against all losses, costs, liabilities and expenses which e.surv may incur or suffer as a result of or arising in connection with any breach by the Introducer of its obligations under this clause 8.

9. **LIMITATION OF LIABILITY**

- 9.1 e.surv's total liability in respect of the Agreement shall be the aggregate of the total Commissions paid under this Agreement in the 12 month period immediately before the date of the relevant claim.

10. **NOTICES**

- 10.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 10.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. **THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

12. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

14. **INTERPRETATION**

14.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commencement Date	has the meaning given to it in clause 1.1.
Commission	has the meaning given to it in clause 3.2.
Customer	means a customer or prospective customer of the Introducer.

Customer Information Details	means information about the Customer to enable e.surv to contact the Customer and arrange a Surveying Services including as a minimum the following: (a) the Customer's details (including full name and contact number); (b) property type; (c) house type; (d) year built; (e) number of bedrooms; (f) type of survey or other surveying service the Customer may require; (g) purchase price; and (h) postcode (and door number if available).
Data Protection Legislation	means the Data Protection Act 1998 and all other applicable legislation implementing European Community Directives 95/46, 2002/58 and 2009/136, and any subsequent European Union legislation in relation to the protection of personal data including any similar or equivalent legislation in the Territory;
Introduction	means the provision to e.surv of Customer Information Details in relation to any Customer that enables e.surv to contact the Customer directly. Introduce, Introduces and Introduced shall be interpreted accordingly.
Payment Relevant Contract	means payment by a Customer in respect of a Relevant Contract. a contract for Surveying Services entered into between e.surv and a Customer who was Introduced by the Introducer.
Surveying Services Territory	means a property survey or other surveying services provided by e.surv. the United Kingdom.

Signed by: Richard Sexton

duly authorised and acting on behalf of:
e.surv Chartered Surveyors