

# UK Property Finance (UKPF) Bridging Club Agreement

between



and



# UKPF Bridging Club Member Details

Company name	
Contact name	
Registered number (for limited companies only)	
Address	
FCA number	
Telephone number	
Email	
Commission	The club member will receive 65% of all fees received from the lender and 100% of any brokerage fee.
Bank details for payment	Name: Account: Sort:  * Where practical, the commission will be paid on the day of completion although on occasions this cannot be always guaranteed.

The member named above, agrees to process cases through UK Property Finance Limited's Bridging Club, subject to the Terms and Conditions of this agreement

Signature (for and on behalf of the club member)	Print name
Date	

Signature (for and on behalf of UK Property Finance Ltd)	Print name
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Signature:	Date:
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# UKPF Bridging Club Terms & Conditions

## 1. SCOPE

1.1 this agreement shall apply to all business transacted by the named club member (“You”) using the UK Property Finance Limited Bridging Club (“Us”).

## 2. DEFINITIONS AND INTERPRETATION

2.1 in this agreement, the following words have the following meanings;

‘Business’	advising and/or arranging or agreeing to do the same and carrying out other intermediation activities in relation to mortgage contracts (regulated and non-regulated) referred to in this agreement or otherwise specified by us in writing from time to time;
‘Client’	the person identified by you and for whom you subsequently conduct business.
‘Commission’	the fee payable to UKPF from the lender and the share payable to you for using the UKPF Bridging Club in accordance with this agreement.
“Completion”	the loan monies have been received by your client and UKPF have received lenders commission.
“Compliance”	working within the regulatory framework
‘Our’	refers to us
‘Prospective Client’	a person identified by you as being someone who has a requirement for one or more of the products in relation to which you conduct business.
‘Regulated’	refers to those kinds of business that are regulated by the regulator
‘Regulator’	means the Financial Conduct Authority, as applicable at the relevant time (and any superseding bodies)
‘Regulatory’	refers to the prevailing regulatory regime operated by the relevant regulator
“Us”	refers to UKPF Bridging Club
‘Your’	refers to you the UKPF Bridging Club member
“You”	refers to you the UKPF Bridging Club member

2.2 in this agreement, unless the context otherwise requires any reference to a person shall be construed as a reference to any individual, firm, company or other person (natural or legal).

Signature:

Date:

# UKPF Bridging Club Terms & Conditions

## 3. CLUB MEMBERSHIP

3.1 in return for us agreeing to pay you fees, you will: -

3.1.1 enter the details of UK Property Finance Ltd Bridging Club on to the Decision in Principal application under the section headed 'Network/Club details. Contact name, company, address, telephone number and FCA number.

3.1.2 acting responsibly, professionally & compliantly at all times & without lender complaint, process your clients case directly with an allocated club lender through to completion.

3.1.3 comply with this agreement in respect of all prospective clients that you process through the club.

3.1.4 ensure that all individuals working on your behalf to process applications through the club comply with this agreement.

3.2 in relation to a client that you process through the club, you will comply with all relevant regulatory requirements in relation to that transaction and take full responsibility for all compliance etc. UKPF or the UKPF Bridging club will have no compliance responsibilities for your client, will hold no records and will have no communication with your client or the lender on any aspect of any transaction. UKPF will be purely a vehicle by which you will receive payment.

3.2.1 you will not carry out any regulated activities for which you do not have regulatory authorisation.

3.2.2 you will co-operate fully in the investigation and resolution of any complaints made by that prospective client with the conduct of business for that person.

## 4. FEES

4.1 in respect of each bridging loan completed by you in accordance with this agreement & via the UKPF bridging club, we will pay you a fee in accordance with the arrangement detailed above on legal completion of each case i.e. commission received by us.

## 5. CONFIDENTIALITY AND GDPR

5.1 subject to clause 5.2 below, you will: -

5.1.1 obtain any appropriate Data Protection declarations from your client. keep confidential any and all information that you may acquire in relation to prospective clients.

5.1.2 not use or disclose such confidential information for any purpose other than to perform your obligations under this agreement.

5.1.3 ensure that your officers, employees and any other person to whom such confidential information is legitimately disclosed (as determined by clause 5.1.2 above) comply with the provisions of this clause 5.1.

5.1.4 do not divulge any information in connection with UKPF, UKPF Bridging Club or this agreement.

5.2 the confidential obligations set out at clause 5.1 above will not apply to any information which is publicly available or becomes publicly available through no act or omission of yourself, or which you are required to disclosed by law or any regulator.

Signature:

Date:

# UKPF Bridging Club Terms & Conditions

## 6. TERMINATION

6.1 either you or us may terminate this agreement at any time by giving written 28 days' notice to that effect.

6.2 either party may terminate this agreement immediately prior to serving written notice to that effect on the other party if:

6.2.1 the other party commits a material breach of this agreement and (if capable of remedy) fails to remedy that breach within 30 days after being given written notice to do so.

Or:

6.2.2 the other party makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction).

6.3 this agreement will automatically terminate, without the need for either party to give any notice to the other, on the termination (for whatever breach reason) of any regulatory authorisation.

6.4 following any termination of this Agreement: -

6.4.1 we will continue to account to you, in accordance with clause 4 above, for fees due to you in respect of completed cases.

6.4.2 you will continue to be bound by those provisions in this agreement that are by implication intended to continue in force after termination.

## 7. GENERAL

7.1 you are not entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under this agreement without our prior written consent.

7.2 this agreement will be governed by and construed in accordance with English law. Any dispute arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the English courts, to which each of the parties irrevocably submits.

7.3 nothing in this agreement shall operate to exclude or limit any liability for fraud.

Signature:

Date: