

Dated: 

Referral Agreement

The Introducer [please insert the legal identity of the trading entity]



And

Aconveyancing Ltd (the Firm)

**Making *moving home* simple,
secure and *stress-free*.**

THIS AGREEMENT DATED 7th July 2025 is made BETWEEN

(1) (“the Introducer”) and

(2) Aconveyancing Ltd whose registered office is at 10-11 Pebble Close Amington Tamworth B77 4RD (“the Firm”)

WHEREAS:

- (1) The Firm is a firm of Licensed Conveyancers specialising in the provision expertise in property law.
- (2) The Introducer is a financial company and assists its clients to obtain conveyancing services by introducing them to the Firm.
- (3) The parties have entered into this Agreement for the purposes of regulating their relationship and so as to ensure that such relationship complies with the terms of the Licensed Conveyancers Code of Conduct (“the Code of Conduct”) and future Code of Conducts as well.

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement the following expressions shall bear the meanings respectively assigned to them except to the extent that the context requires to the contrary:

- 1.1 “Additional Service” – means any service provided to a Client which the Client has requested directly from the Firm and not through the Introducer.
- 1.2 “Client” – means any person who has been referred to the Firm by the Introducer.
- 1.3 “Completed Transaction” – means a transaction that proceeds to completion and which is not an Additional Service.
- 1.4 “Instruction” – means an instruction given by the Introducer to the Firm which will result in the Firm acting on behalf of the Client.
- 1.5 “Referral” – means any referral of a Client by the Introducer to the Firm.

- 1.6 “Referral Payment” – means any payment or other consideration, in the amount(s) agreed from time to time in writing, made by the Firm to the Introducer in consideration of a Client of the Introducer being referred by it to the Firm to enable the Firm to carry out a Transaction for the Client whether such payment is made by way of administrative or marketing fees, panel membership fees, disbursements or otherwise.
- 1.7 “Transaction” – means a transaction referred to the Firm.

2. WARRANTIES AND UNDERTAKINGS BY THE INTRODUCER

The Introducer undertakes as follows:

- Before making a Referral it will give the Client the following information concerning the Referral, in particular:
 - the fact that the Introducer has a financial arrangement with the Firm; and
 - the amount of any Referral Payment made to the Introducer by the Firm which is calculated by reference to that Referral.
- Not to acquire Clients as a result of publicity or marketing which would breach the Code of Conduct (e.g. cold calling).
- To comply in all respects with the provisions of the Code of Conduct, that are relevant to the Introducer.

3. UNDERTAKINGS BY THE FIRM

The Firm undertakes as follows:

- When accepting any Instructions to act for a Client referred by the Introducer, the Firm will give the Client, in writing, all relevant information concerning the Referral, in particular:
 - The fact that the Firm has a financial arrangement with the Introducer.
 - The amount of any Referral Payment made to the Introducer by the Firm which is calculated by reference to that Referral.
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- To provide a statement that any advice the Firm gives to the Client will be independent and that the Client is free to raise questions of all aspects of the Transaction, and
- To confirm that information disclosed to the Firm will not be disclosed to the Introducer unless the Client consents, but that where the Firm is also acting for the Introducer in the same matter and a conflict of interest arises, the Firm might be obliged to cease acting for the Client.

4. **REFERRAL FEES**

The Firm agrees to pay to the Introducer the Referral Payment in respect of each completed transaction referred to it by the Introducer upon receipt of an invoice from the Introducer to the Firm for up to £ [REDACTED]. For the avoidance of doubt, in respect of conveyancing transactions, a sale and purchase are two separate transactions.

5. **ADDITIONAL INFORMATION**

In providing any service (including any Additional Services and the Transaction) to any Client(s) the Firm will at all times:

- Act reasonably, in good faith and in accordance with any service levels agreed with the Introducer from time to time;
- Comply with all Acts, laws, market practices and regulations relevant to a provider of legal services;
- Promptly provide the Introducer with such information and documentation concerning the provisions of services to Clients pursuant to this agreement;
- Ensure all electronic communications with the Introducer and any Client(s) are secure;
- In the event that a Client instructs the Firm to act in relation to a subsequent or related Transaction, the Firm will treat such instruction as a new referral and will pay the Introducer a Referral Payment for such instruction upon receipt of an invoice from

the Introducer. Each new transaction will need to comply with the requirements as confirmed above (Introducer and Firm)

6. TERMINATION FOR CAUSE

If the Firm has reason to believe that the Introducer is breaching the terms of this Agreement the Firm will give the Introducer written notice of the same and will require that the breach be remedied within 14 days. If either the breach is not remedied or the Introducer persists in committing further breaches the Firm may immediately terminate this Agreement without notice.

If the Introducer has reason to believe that the Firm is breaching the terms of this Agreement the Introducer will give the Firm written notice of the same and will require the breach to be remedied within 14 days. If either the breach is not remedied or the Firm persists in committing further breaches the Introducer may immediately terminate this Agreement without notice.

7. VOLUNTARY TERMINATION

Subject to the clause above the Agreement may be terminated by either party giving one months notice in writing.

8. DATA PROTECTION ACT 2018

Each party warrants and undertakes to comply with the Data Protection Act 2018, and any amending legislation or regulations when processing Clients personal data. Each party shall indemnify the other in full of all liabilities suffered or incurred by the other owing to their breach of this clause.

9. CONFIDENTIALITY

Confidential Information

Each party (“the Receiving Party”) acknowledges that in the course of performing this Agreement it may receive or have access to confidential information belonging to the other party (“the Disclosing Party”), including but not limited to details of Clients, business operations, pricing, marketing strategies, financial data, and other proprietary information (“Confidential Information”).

Obligations of Confidentiality

The Receiving Party shall:

- (a) keep all Confidential Information strictly confidential and use it solely for the purposes of fulfilling its obligations under this Agreement;
- (b) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- (c) ensure that any employees, agents, or subcontractors who have access to such information are bound by equivalent confidentiality obligations.

Exceptions

The obligations in this clause shall not apply to information that:

- (a) is or becomes publicly available other than by breach of this Agreement;
- (b) was lawfully in the Receiving Party’s possession prior to disclosure;
- (c) is lawfully obtained from a third party without restriction on disclosure; or
- (d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt notice to the Disclosing Party where legally permitted.

Client Data

Both parties acknowledge that any Client data exchanged under this Agreement is to be treated as Confidential Information and handled strictly in accordance with applicable data protection laws and professional confidentiality obligations.

Survival

The obligations under this clause shall continue for a period of five (5) years following termination or expiry of this Agreement.

10. **MISCELLANEOUS**


This Agreement is governed by the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh Court.

This Agreement represents the entire agreement reached between the parties and accordingly no statement or representation (whether oral or written) shall form a term or condition of this Agreement, save for the details specific to the Referral Fees, payable which shall be agreed separately in writing.

The Introducer shall provide such evidence as the Firm may reasonably require to confirm compliance with the provisions of this Agreement.

Neither party shall be liable for any indirect or consequential loss or loss of profit for any breach of this Agreement or negligent act or omission.

Both parties acknowledge and agree that the Introducer does not guarantee any levels of referrals to the Firm and that this is not an exclusive arrangement.



Ben Davidson

Signed by for and on behalf of the Firm



Signed by for and on behalf of the Introducer