**Disclosures: Referral Agreement  
Dated: xx/xx/xx**

**Broker’s Details**

|  |  |  |
| --- | --- | --- |
| Broker Name: | **xxxxxx** | |
| ACL/CR Number: | **xxxxxx** | |
| Address: | **xxxxxx** | |
| Contact Number: | **xxxxxx** |  |

**Referrer’s Details**

|  |  |
| --- | --- |
| Company/Business Name: | **xxxxxx** |
| Referrer Name(s): | **xxxxxx** |
| Address: | **xxxxxx** |
| Contact Number(s): | **xxxxxx** |
| ABN: | **xxxxxx** |
| BSB/Account Number: | **xxxxxx-xxxxxx** |

This document outlines the requirements that all referrers (you) must meet when referring potential borrowers to the broker (us/we) for the purpose of providing credit assistance. All referrals provided to us must be made in accordance with the terms set out in this document.

If you refer potential borrowers to us, you will be deemed to have agreed to the terms set out in this document.

You must:

* Only engage in credit activities as a referrer incidentally to another business you are carrying on;
* Not charge a fee to the consumer for the referral;
* Only inform the consumer that we are able to arrange loans and leases but not specify any particular product, and not provide any recommendations or advice concerning loans or leases;
* Inform the consumer of any commissions or other benefits you may receive;
* Obtain the consent of the consumer to pass their name, contact details and a short description of the purpose for which the consumer may want the credit or lease; and
* Pass the consumer’s contact details to us within 5 days of informing the consumer that we can arrange loans and leases, but not any particular product.
* The commission paid to the referrer will be XX% of the total upfront commission paid by the lender**.**
* In the event there is a clawback, the upfront commission will be clawed back at the same percentage that was previously paid to you.

|  |  |  |
| --- | --- | --- |
| Signed on behalf of < BROKER/COMPANY/BUSINESS NAME > |  | Signed on behalf of <INSERT REFERRER COMPANY/BUSINESS NAME> |
| Signature |  | Signature |
| Name of Authorised Officer |  | Name of Authorised Officer |
| Dated |  | Dated |

***What you should know about the National Consumer Credit Protection Act***

Referring loans is regulated by the *National Consumer Credit Protection Act 2009* (NCCP) so it is important that you and each or any of your nominated representatives:

* are over the age of 18;
* have no knowledge of any claim that may be pending against you;
* engage in credit activity only as a referrer that is incidental to another business you are carrying on;
* not engage in referring clients if you have been banned from providing credit advice;
* not conduct business by contacting people face to face from non-standard business premises (e.g. a stand in a shopping mall);
* not charge a fee to the client for the referral;
* inform the client that we are able to arrange loans and leases, but not specify any particular product and not provide any recommendations or credit advice concerning loans or leases;
* obtain the consent of the client to pass on their name, contact details and a short description of the purpose for which the client may want the credit or lease; and
* pass the client’s contact details to us within five business days of informing the client that we are able to arrange loans and leases;
* are not registered, licensed, or appointed (other than pursuant to this document) as a credit representative under the National Consumer Credit Protection Act 2009 (Cth).