

# NETWORK HQ

## REFERRAL AGREEMENT

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018

**Between**                    **NETWORK HQ Pty Ltd**  
of PO Box 1122, Mooloolaba, Qld    (hereinafter referred to as “**NHQ**”)

**And**                        **Affiliated Referral Professional**    (hereinafter referred to as “**ARP**”)

### WHEREAS OR RECITALS

- A.                    NHQ is a finance and property consultancy business specialising in property finance and services.
- B.                    ARP seeks to refer their clients to NHQ (hereinafter referred to as “**Referred Clients**”) upon the terms and conditions contained herein.
- C.                    NHQ and ARP wish to enter into an Agreement whereby ARP refers and recommends to their clients the services provided by NHQ.

This Agreement contains the terms of this arrangement between the parties.

### The Parties Agree As Follows:

#### 1.        **Services**

- 1.1        The following services will be provided by NHQ to Referred Clients:
  - (a)        Finance and Mortgage Broking services;
  - (b)        First Home Owner education and advice;
  - (c)        Pre-purchase and post settlement budgeting assistance; and,
  - (d)        all relevant paperwork, and assistance to complete settlements as required.

#### 2.        **Referral Fee**

- 2.1        Both parties to this agreement agree, acknowledge and accept that the base referral fee of \$500 plus GST or the agreed amount in writing or the quarterly promotional referral gift will be paid to the ARP within 24 hours of the completion and / or settlement of the services provided by NHQ.
- 2.2        Both parties acknowledge and agree to review this referral fee clause on a 3-monthly basis from the date of this agreement for the purpose of ensuring the continued acceptability of the terms and conditions of the clause to both parties.

### **3. Warranty**

#### **3.1 NHQ warrants that:**

- (a) NHQ will contact the Referred Clients within 24 hours of the referral;
- (b) NHQ will provide regular updates on the progress of Referred Clients as requested by ARP provided this does not breach the Privacy Act 1988;
- (c) NHQ will conduct its business in relation to the Referred Clients from ARP in an expedient, prompt and professional manner;
- (d) NHQ will provide prompt responses to questions and/or issues raised by ARP;
- (e) NHQ and its servants, agents and employees comply with all relevant legislation in relation to its property activities, including but not limited to, the Trade Practices Act, the Credit Act, the Fair Trading Act, PAMD 2000 Act and relevant State and Federal Privacy Legislation.

#### **3.2 ARP warrants that:**

- (a) ARP will promote NHQ consultancy business to their clients in such a way that is advantageous to the ordinary course of business of ARP;
- (b) ARP will work with NHQ to develop and implement a suitable strategy for the promotion and recommendation of the NHQ consultancy business to ARP clients;
- (c) to provide NHQ with the relevant information outlining the clients financial desire and interest in the services offered by NHQ consultancy business; and,
- (d) That as an ARP they will ensure they have obtained the referred clients approval to be contacted by NHQ.

### **4. Entire Agreement**

- 4.1 This Agreement constitutes the entire agreement between NHQ and ARP and may only be varied by agreement of the parties evidenced in writing.

### **5. Term**

- 5.1 This Agreement shall remain in force from the date of this Agreement until terminated under clause 6 of this Agreement.

### **6. Termination**

- 6.1 (a) This Agreement may be terminated:
- (i) with the agreement of the parties;
  - (ii) by ARP if NHQ breaches the terms of this Agreement; or,
  - (iii) by ARP at any time with 7 days' notice to NHQ.
- (b) If this Agreement is terminated under clause 6(a), (i), (ii) or (iii) NHQ will be liable for the referral fee detailed under clause 2 of this Agreement for Referred Clients from ARP prior to the date of termination.

**7. Governing Law and Jurisdiction**

7.1 The laws of Queensland govern this Agreement and the parties agree to submit to the exclusive jurisdiction of the Court of Queensland.

**8. Privacy**

8.1 Each party undertakes that in Referring Clients in accordance with this Agreement it complies with and does not breach the provisions of the *Privacy Act 1988* or any other law regarding privacy. In this regard, each party agrees to indemnify the other with respect to any action taken resulting from a breach of obligations by that party under the Act or other privacy law.

**9. Relationship**

9.1 Nothing in this Agreement shall be construed to mean that ARP is the agent, partner, consultant, joint venture partner or legal representative of NHQ for any purpose whatsoever. ARP is not granted any right or authority to assume or create any obligation or responsibility on behalf of, or in the name of NHQ.

**10. GST**

10.1 All fees specified in this Agreement are GST exclusive (as defined by the "A New Tax System" (Goods and Services Tax) Act 1999). If you are not registered for GST you cannot claim or be paid GST.

**11. No Assignment**

11.1 NHQ may not assign or otherwise deal with the whole or any part of this Agreement except with the prior written consent of the ARP.

**12. Confidentiality**

12.1 The parties hereto agree that the whole of this Agreement either in its entirety or in part shall be absolutely confidential and neither party will disclose any or part of the documents to third parties without prior consent of each other.

12.2 It will not constitute a breach of this Agreement if a disclosure is required by a court, a binding directive of a governmental or administrative authority, or to comply with any applicable law.

12.3 The provisions of clause 12.1 and 12.2 shall continue to apply after the termination of this Agreement without limit in point of time.

**Name of ARP:**

ABN :

Date :

\_\_\_\_\_  
Signed

**NETWORK HQ PTY LTD**

ABN : 51 167 805 281

Date :

\_\_\_\_\_  
Signed