

# Golfplan Introducer Agreement (February 2019)

Please note, effective 22<sup>nd</sup> March 2019, this agreement replaces any previous introducer agreement that you may have had with Golfplan. This new agreement will continue until further notice, provided the following Terms & Conditions are met.

Golfplan is a trading style of A-Plan Holdings, any commissions accrued will be settled by A-Plan in accordance with this agreement.

#### 1. Terms & Conditions

a) To comply with FCA Insurance Regulations as an unauthorised business/individual you may **only** distribute and display our marketing material and introduce your clients/members to us by directing them to our website or providing our contact details to them.

For the avoidance of doubt, you <u>should not</u> complete forms for people, collect premiums or provide advice on policy benefits.

- b) You must advise Golfplan of any change in circumstances which may affect the running of your Golfplan introducers' agreement (i.e. if you change address or leave your post at a club).
- c) You must not use the Golfplan brand or logo in anyway, unless previously agreed by us.
- d) Golfplan reserves the right to alter or amend this agreement by providing 30 days' notice in writing by letter or email to the address(s) we currently hold on our records.

## 2. Introducer Commissions

Commission payments are permissible to introducers under FCA Regulations. Therefore even if a business or individual receives a commission or other direct benefit to their business, they may provide information to a policyholder or potential policyholder providing this information is incidental to the main profession or business. You may therefore receive commissions as specialist golf insurance as this is incidental to your main business.

**Important Note**: All and any liability to Income Tax and National Insurance Contributions on commissions received from Golfplan are the responsibility of you, the introducer.

Subject to the following terms and conditions, we will pay you the following commission:

## 2.1 Introducer New Business Commission

Golfplan will pay you **£20** for each new business sale where a customer advises that you were the introducing source of business. Please note, we will be unable to amend our records as to who introduced a policy after a sale has been made.

We will not pay for introduced sales where the following applies:

- a) The new policy bought is by an existing Golfplan customer or if that customer has been a Golfplan customer anytime in the past 3 years.
- b) If a customer purchases and quotes a specific marketing campaign code relating to some other Golfplan marketing activity (e.g. recommend a friend) and the customer is still a member of your club.
- c) A new policy is bought but then cancelled within the first 21 days.
- d) If you are an introducer and you represent a golf club or are the PGA Professional at a golf club and you leave your post at that club.
- e) If this introducer agreement is terminated by either party.
- f) Where sales are made through activity or behaviour not deemed by Golfplan to be meeting or not within the spirit of this agreement.
- g) Any Golfplan sales made prior to the date of this Golfplan Introducer Agreement.
- h) Where both a Club Official (i.e. Club Secretary) and a PGA Professional at a club are both Golfplan introducers, we will only pay introducing commission to one of the parties, to be decided on by Golfplan.
- i)

## 2.2 Payment Terms

- a) Golfplan will pay you commission (one months in arrears) once your accrued commission for new business has reached the amount of £20. Any further commission will be paid once you have again achieved the £20 threshold on a monthly basis.
- b) The usual payment method will be via cheque however Golfplan reserves the right to make payments by BACS or other electronic transfer to a bank account of your choice.

#### 3. Termination

This Agreement may be terminated at any time by either party giving 30 days' notice in writing to the other.