INTRODUCER FEE POLICY

The Only Off Market platform and its owners (hereafter OOM, us, our, we) and the user wishing to access our services (hereafter members, member, buyer, seller, intermediary, user, you, your) are agreeing to a set of terms and conditions as laid out below.

The subscription fee charged by Only Off Market is purely for the provision of access to our platform for a 12-month period as your selected membership type; should any form of transaction between members take place in any way, at any time in any jurisdiction world-wide with relation to a seller selling a product and a buyer buying a product, then the parties involved hereby agree to pay Only Off Market an agreed introducer fee.

By registering or using Only Off Market you are appointing Only Off Market as an authorised introduction agent until such time as your subscription to Only Off Market expires and by accepting these terms and conditions you are entering into and accepting an introducer fee agreement between you and Only Off Market.

when an offer has been accepted on Only Off Market, our system will automatically introduce your legal representatives to proceed to completion of contract; the system will at this point automatically generate our agreed introducer fee invoices.

All Only Off Market invoices will be sent directly to the legal representatives of each party and it is hereby agreed that the invoiced introduction fee will be paid directly to the account of Only Off Market as shown on the invoice by the legal representatives of each party upon completion of contract.

The agreed introducer fees are hereby set at;

Buyer's side fee
0.5% of the total purchase amount

Seller's side fee
0.5% of the total purchase amount

This shall always be the set fee for introductions through Only Off Market unless both parties agree with one another in writing that a single party will be responsible for the cumulative introducer fee of 1% and we a copy of this agreement has been sent to us clearly stating which party is accepting liability before completion.

You agreed that any introducer fee invoice provided by Only Off Market shall be settled within 14-days of completion of contract. Only Off Market automatically produces the invoice based upon the offer being made and accepted.

It is assumed and accepted that any and all offers accepted on Only Off Market shall complete at the value of the offer being accepted, it is therefore agreed that all invoices from Only Off Market shall be deemed acceptable and due unless the you as the parties can legitimately and legally prove that a sale did not complete and will not complete within 120-days of the introduction being made by us.

You formally declare that under penalty of perjury, hereby irrevocably confirms and irrevocably accepts to instruct your legal representatives to pay Only Off Market at the same time as the Seller is being paid for each and every transaction under this introducers agreement up to the completion of the contract of sale plus rollovers and extensions and in accordance with the bank details as specified on the invoice provided by Only Off Market.

PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER. A notification immediately upon each tranche transfer payment together with the transaction's code/s to the Only Off Market email address provided on the invoice.

ALL TRANSFER INSTRUCTIONS SHALL STATE: "Immediate credit – same day value / instant cash upon receipt"; Required Message: "Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent to us."

Any introductions made by Only Off Market holds and maintains a 12-month lifecycle from the date of the legal representatives of each party being introduced, meaning that if any transaction or completion is completed within 12-months of the introduction being made the agreed introducer fee shall be paid to the Only Off Market account without exception. It is agreed that this 12-month lifecycle shall continue for the full duration of the lifecycle whether you are still a member of the platform or not.

You agree that should a sale not complete due to you increasing the sale price above the accepted offer or you have provided false information that has changed the opportunity being offered, then you shall be and accept that you are fully liable to pay Only Off Market the agreed sellers side introducer fee in full, as you have breached the terms of this agreement and have wilfully collapsed the sale after the introduction has been made.

You agreed that should a sale not complete due to you having provided false information that has changed the ability for the buyer to complete the purchase, then you shall be and accept that you are fully liable to pay Only Off Market the agreed Buyers side introducer fee in full, as you have breached the terms of this agreement and have wilfully collapsed the sale after the introduction has been made.

Interest shall be payable at 4% above the Barclays Bank PLC base rate on any invoice which remains unpaid for 21 calendar days after the relevant due date, relevant due date being the agreed date of completion.

If we find it necessary to use solicitors or other parties to recover the agreed fees, costs or charges, the delinquent party hereby agrees to pay any reasonable costs incurred by us in pursuing such recovery. For the avoidance of doubt, we shall consider formal recovery of any fees that have been outstanding for 14 calendar days or more.

This fee policy / agreement and our terms and conditions do not in any way have any relation or bearing or influence on or has any part in any other fee agreement that a you may have with any other party and is not and shall not be considered as any part of any other agreement between a you and any other party, be that a mandate agreement, broker agreement or separate fee agreement. Any agreement that you may have with any other party is strictly between you and that other party.

This policy / agreement and our terms and conditions as found on this page and on this website exclusively relate to your agreement with Only Off Market only, without exception, whether expressed, implied by statute or otherwise.

BUILDING A BETTER FUTURE, TOGETHER