c o u n t r y w i d e

Tax & Trust Corporation Ltd

Advisor Service Agreement for Advisors operating under the S.T.E.P Code of Professional Conduct and Outsourcing Professional Indemnity Insurance using CWT&T Products & Services

THIS AGREEMENT is dated the __________ day of _________________ 201___

PARTIES :-

1. **COUNTRYWIDE TAX & TRUST CORPORATION** Company No: 4844596 whose Registered Office is at 30 Binley Road, Coventry, West Midlands, CV3 1 JA **("the Company"**) and

2.(name) of (address)

("**the Advisor")**

BACKGROUND

The Advisor acts as an Introducer to "the Company" of clients who require Wills and/or Trusts and/or associated documents. The Advisor will attend on clients in an information gathering capacity and can use "the Company's" software to record information gathered from the client. The client will be a client of "the Company" solely for the purposes of the products and services supplied by "the Company" and the relationship between "the Company" and the Advisor is governed by this Agreement.

DEFINITIONS

"Client Instruction Sheet" means the form identified as such provided by "the Company" upon which the Advisor records instructions and information provided by and in relation to the client and /or provided through the **"the Company's" new Software** launched in 2014.
"The Company's" new Software will permit the Advisor to take instruction directly from the client and as such the client instruction sheet will not be required.

"Countrywide Procedures" means "the Company's" specified Procedures from time to time in place for taking instructions and processing Orders, as provided to you by "the Company" and as published on "the Company's" Extranet in the "Key Information" area, in in the Step Will Writing Code & Procedures Section. To include (without limitation) the procedure when visiting clients, completing the Client Instruction Sheet, inputting data onto "the Company's" software, completing the appropriate forms, sending original Client Instruction Sheet to "the Company", payment of "the Company's" fees, checking of documents for accuracy and the amendment procedure, execution and storage of documents.

Within the Company procedures the Advisor will find a list of documents which “the Company” requires **prior** to the documents being produced including but not limited to : a signed copy of the Advisor’s Terms of Business, a copy of the receipt detailing all costs as provided to the client and signed by both the Advisor and the client.

“Document” means any Will, Trust or other legal document created for the Client from instructions obtained by the Advisor and processed by “the Company” in accordance with the Countrywide Procedures and this Agreement. The Document is intended to be the definitive interpretation of the client’s instructions.

“The STEP Will Writing Code” means the Society of Trust and Estate Practitioners’ code for Will Preparation in England & Wales and which must be strictly adhered to, in order for the Advisor to be able to make any reference to “the Company” whatsoever, whether through advertising, all forms of media, business Stationary, all forms of written and verbal communications and direct dealing with the client. The STEP Will Writing Code must also be adhered to in order to trade under “the Company’s” Professional Indemnity Insurance Policy which covers the drafting of documents and operates in conjunction with the Advisor’s Satellite Professional Indemnity Insurance Policy.

1. AGREED TERMS

1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2 The background forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the background.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to **writing** or **written** includes both faxes and e-mail.

1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. COMMENCEMENT AND DURATION

2.1 The agreement between the parties commences as of the date of this Agreement.

2.2 Save as it is provided in sub-clause 2.3 of this Clause this Agreement shall be terminable on fourteen days' notice in writing given by either party. Such termination shall not affect the rights or obligations of either party in respect of clients who have already been introduced to "the Company" by the Advisor.

2.3 The Advisors appointment hereunder may be terminated or the terms of this Agreement varied by "the Company" earlier than the date specified in sub-clause 2.2 of the Agreement where such termination or variation is required by law.

2.4 Subject to Clause **Error! Reference source not found.** the Agreement between the parties commences as of the date of this Agreement and shall continue until terminated in accordance with Clause 16.

3. CONDITIONS PRECEDENT

3.1 This Agreement is conditional on the Advisor ensuring that they have their own Complaints Procedures in place and which complies with the STEP Will Writing Code and "the Company's" own Complaints Procedures. The Advisor accepts that the Arbiter for all complaints will be a qualified TEP Director of "the Company".

3.2 This Agreement is conditional on the Advisor producing their own individual Terms of Business which must incorporate the STEP Will Writing Code and the Countrywide Procedures from time to time in force, located on the Extranet in the "Key Information" area in the Step Will Writing Code & Procedures Section.

3.3 The condition specified in this Clause 3 is inserted solely for "the Company's" benefit. "the Company" may waive it in whole or in part, and with or without conditions, without prejudicing "the Company's" right to require subsequent fulfilment of such conditions.

4. THE ADVISOR'S OBLIGATIONS

4.1 The Advisor **will at all times comply** with **BOTH the STEP Will Writing Code, the Countrywide Procedures and the Complaint Procedures** from time to time in force, located on the Extranet in the "Key Information" area, in the Step Will Writing Code & Procedures Section. Failure to comply with the STEP Will Writing Code and "the Company" procedures will result in this Agreement being terminated.

4.2 The Advisor shall ensure that they adhere to the STEP Will Writing Code regulations with regard to the use of the STEP Logos on all forms, marketing materials, advertising, publications and websites as laid out by STEP and detailed in "the Company" Procedures.

4.3 The Advisor shall provide, in a timely manner, such information as "the Company" may reasonably require, and ensure that it is accurate in all material respects.

4.4 The Advisor shall at their own expense for the duration of this Agreement become a full Member of Countrywide and purchase and maintain their individual Membership Licence to "the Company's" Extranet site "Countrywise" to access all statutory forms, training information, guides, "the Company's" Software and Case Tracking system.

4.5 The Advisor is authorised to use "the Company" software as licenced to them to submit **their own business** to "the Company" and it is the Advisor's responsibility to safeguard the Software Login details and password.

4.6 The Advisor shall not permit any other person to use their Company Software for the submission of business to "the Company".

4.7 The Advisor is responsible for the accuracy of the information in the Client Instruction Sheet and the accurate inputting of such information onto "the Company's" software, where not using "the Company's" PA service.

4.8 The Advisor is authorised only to submit business to "the Company" where the Advisor has attended a client meeting and **personally** taken the client Instruction.

4.9 The Advisor is only permitted to take client instructions over the telephone when this instruction is from an existing client who is known to the Advisor and the Advisor has obtained authorisation from "the Company" in advance. This is separate to any agreement and code of practice with "the Company" which falls within the Distance Selling Regulations.

4.10 The Advisor is responsible for the safe storing of the original signed Client Instruction sheet for a period of no less than 6 years.

4.11 The Advisor is not permitted to recommend and sell any legal products and services to their clients through a third party where these products and services are supplied by “the Company” as detailed on the Advisor product price list and to include products and services such as but not limited to Lasting Powers of Attorney, Storage, Conveyancing.

4.12 Where the Advisor’s client requests that a Professional Executor be appointed the Advisor is only permitted to recommend “the Company”. This does not restrict the client’s own free choice of Executor.

4.13 Where the Advisor’s client requests that a Professional Trustee be appointed the Advisor is only permitted to recommend “the Company”. This does not restrict the client’s own free choice of Trustees.

4.14 The Advisor shall use his reasonable endeavours to present any documents to the appropriate client and/or signatory (as the case may be) within 14 days of submitting the Order this period is in addition to any statutory time period pertaining to the client’s Cancellation Rights as laid down by Trading Standards from time to time in place.

4.15 The Advisor will not make any amendments to any document or whatsoever except in accordance with the Countrywide Procedures as contained on the Extranet in the “Key Information” in the Step Will Writing Code & Procedures Section.

4.16 The Advisor shall not amend, alter, remove or dispose of any documentation produced by “the Company” and intended for the client. The Advisor shall ensure that all documentation including that which accompanies the client’s legal documents as issued by “the Company” is delivered to the client at all times.

4.17 The Advisor will ensure that the document provided to the client is identical to the document held on “the Company’s” database, irrespective of whether “the Company” is instructed to store the document or not.

4.18 This Agreement is conditional on the Advisor ensuring that they have complied with the Data Protection Act and registered their details with the Information Commissioners Office and renewed annually as required under current legislation.

4.19 The Advisor will notify “the Company” of and forward a copy of any complaint received and will at all times comply with “the Company” Complaints procedures from time to time in force located on the Extranet in the “Key Information” area, in the Step Will Writing Code & Procedures Section and accepts that the Arbiter for all complaints will be a Director of “the Company”.

5. COMPANY’S OBLIGATIONS

5.1 “The Company” owes a duty of care to the clients.

6. INSURANCE AND INDEMNITY

6.1 The Advisor acknowledges that it is a condition of this Agreement to have in place adequate professional indemnity insurance when giving advice on and selling Company products to clients and that the Advisor will not be indemnified by “the Company” or any policy of insurance that “the Company” may from time to time have in place.

6.2 The Advisor will for the duration of this Agreement and following termination of this Agreement (for whatever reason) maintain a Policy of Professional Indemnity Insurance with a minimum level of cover of that agreed with the Insurers and based on the Advisors annual Turnover per claim.

6.3 If the Advisor fails to comply with the any of the provisions of this Clause 6, then, in addition to “the Company’s” rights at 16.2 “the Company” reserves the right to refuse to accept Orders from the Advisor.

6.4 The Advisor shall indemnify “the Company” against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by “the Company” arising out of or in connection with:-

6.4.1 Advisor’s breach or negligent performance or non-performance of this Agreement;

6.4.2 Any claim made against “the Company” by a client or third party arising out of any advice given by the Advisor

6.5 The Advisor shall at all times comply with the conditions of the Insurance policies referred to in this Clause 6 including the relevant reporting requirements.

7. PAYMENT

7.1 “The Company’s” professional fees plus VAT are paid by the Advisor.

7.2 “The Company” shall not be obliged to release any document to the Advisor unless and until “the Company” has received from the Advisor, payment of its fees in full.

7.3 If the Advisor is VAT registered he must provide a VAT invoice.

8. CONFIDENTIALITY

8.1 The Advisor shall keep in strict confidence all technical or commercial know-how, specifications, which are of a confidential nature and have been disclosed to the Advisor by “the Company”, its employees, agents, consultants or subcontractors and any other confidential information concerning Company’s business or its products which the Clients may obtain.

9. NOTICES

9.1 Notices under this Agreement may be served on “the Company” at its principal place of business for the time being and on the Advisor at his last known address. Any letter or other document shall be deemed to have been served upon the Advisor if it is sent by post to or left at the address appearing in this Agreement in writing. Any letter or other document sent by first class post shall be deemed to have been served on the business day following that on which the envelope containing the same is posted and in providing such a service it shall be sufficient to provide that such envelope was properly addressed, stamped and posted.

10. VARIATION

10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

11. SEVERANCE

11.1 If any provision of this Agreement (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

12. WHOLE AGREEMENT

12.1 This Agreement and the Countrywide Procedures constitute the whole Agreement between the parties and supersedes any previous arrangement, understanding or Agreement between them relating to the subject matter of this Agreement.

12.2 Each party acknowledges that, in entering into this, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement

13. ASSIGNMENT

13.1 The Advisor shall not, without the prior written consent of “the Company”, assign, transfer, or deal in any other manner with all or any of its rights or obligations under this Agreement.

13.2 “The Company” may at any time assign, transfer, or deal in any other manner with all or any of its rights or obligations under this Agreement.

14. NO PARTNERSHIP OR AGENCY

14.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15. RIGHTS OF THIRD PARTIES

15.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

16. TERMINATION

16.1 Save as is provided in sub-clause 16.2 of this Clause this Agreement shall be terminable on fourteen days’ notice in writing given by either party. Such termination shall not affect the rights or obligations of either party in respect of clients who have already been introduced to “the Company” by the Advisor.

16.2 The Advisors appointment hereunder may be terminated or the terms of this Agreement varied by “the Company” earlier than the date specified in sub-clause 16.1 of this Agreement where such termination or variation is required by law or the Advisor is in breach of Clause 6.1 or 6.2.

17. CONSEQUENCES OF TERMINATION

17.1 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including clauses 6, 9, 11 and 18, shall remain in full force and effect.

17.2 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement conforms with the Rules under which Countrywide Tax & Trust Corporation is regulated.

18.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

18.3 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

18.4 This Agreement has been entered into on the date stated at the beginning of it.

Signed by (name)	.... Director
for and on behalf of Countrywide Tax & Trust Corporation Ltd	....
In the presence of	....
Advisor Full name	....
Company Name	....
Signed by	....
In the presence of	....