

**Adviser Service Agreement for Introducers and Advisers operating under the
S.T.E.P Code of Professional Conduct and Countrywide Tax & Trust
Corporation Ltd's Professional Indemnity Insurance.**

THIS AGREEMENT is dated the _____ day of _____ 201____

PARTIES :-

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

2. _____ Company No: _____
whose registered office is at _____ (the Introducer)
and _____

3. _____ of _____ (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 shall 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 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, prior payment of “the Company’s” fees, completing the appropriate forms, 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 “Company’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.

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 Adviser.

2.3 The Advisers 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.

3. THE ADVISER'S OBLIGATIONS

3.1 The Advisor shall **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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

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

3.7 Business submitted to "the Company" from an Advisor through "the Company" Software which is not licenced to that Advisor will not carry "the Company's" Professional Indemnity Insurance cover.

3.8 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.

- 3.9 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.
- 3.10 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.
- 3.11 The Advisor is responsible for supply “the Company “ with the signed Client Instruction sheet as specified in the Company Procedures immediately following production of the documents for safe storage by “the Company” prior to the launch of “the Company’s” new Software when the information contained within a Client Instruction sheet will be stored electronically. The signed Client Instruction sheet is to be submitted to “the Company” for all PA cases as specified in the Company Procedures.
- 3.12 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 and Conveyancing.
- 3.13 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.
- 3.14 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.
- 3.15 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.
- 3.16 The Advisor shall 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.
- 3.17 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.
- 3.18 The Advisor shall 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.
- 3.19 This Agreement is conditional on the Advisor ensuring that you have complied with the Data Protection Act and registered their details with the Information Commissioners Office and renewed annually.

- 3.20 The Advisor shall adhere to “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 TEP qualified Director of “the Company”.

4. COMPANY’S OBLIGATIONS

- 4.1 “The Company” owes a duty of care to the clients.
- 4.2 “The Company” shall maintain adequate Professional Indemnity Insurance.

5. LIMITATIONS

- 5.1 The Adviser shall not be indemnified under “the Company’s” Professional Indemnity Insurance policy referred to at 4.2 in respect of any claims howsoever arising in respect of any document where the Adviser has failed to follow the Countrywide Procedures (being located on “the Company” Extranet on the “Key Information” area in the Step Will Writing Code & Procedures Section), or has otherwise failed to comply with the Adviser’s Obligations at Clause 3.

6. CHARGES AND PAYMENT

- 6.1 Subject to Clause 6.2 the total fees charged by the Advisor plus VAT are paid by the clients. “The Company” shall endeavour to discharge 100% of the commission available after the deduction of all processing fees to XXXXXXXX (“the Introducer”) / the Advisor within 14 days of receipt by “the Company” of payment by the client or receipt of the Consultant’s fee note, whichever is the latter and following completion of the client statutory cancellation period where applicable providing always that the Consultant has complied with the Countrywide Procedures referred to at 6.1 and provided “the Company” with all information required to complete the documents.
- 6.2 “The Company” shall not be obliged to discharge the Advisor’s fee in accordance with Clause 6.1 unless and until “the Company” has received from the Advisor, the original Client Instruction Sheet, signed by the client this being required prior to the launch of “the Company’s” new Software when the information contained within a Client Instruction sheet will be stored electronically The original signed Client Instruction sheet is to be submitted for all PA cases.
- 6.3 The Introducer (XXXXXXXX) will be responsible for payment of commission to the Adviser.

7. CONFIDENTIALITY

- 7.1 The Adviser shall keep in strict confidence all technical or commercial know-how, specifications, which are of a confidential nature and have been disclosed to the Adviser 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.

8. NOTICES

8.1 Notices under this Agreement may be served on “the Company” at its principal place of business for the time being and on the Adviser at his last known address. Any letter or other document shall be deemed to have been served upon the Adviser 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.

9. VARIATION

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

10. SEVERANCE

10.1 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.

11. WHOLE AGREEMENT

11.1 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.

11.2 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

12. ASSIGNMENT

12.1 The Adviser 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.

12.2 “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.

13. NO PARTNERSHIP OR AGENCY

13.1 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).

14. RIGHTS OF THIRD PARTIES

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

15. GOVERNING LAW AND JURISDICTION

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

15.2 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.

15.3 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 Business Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by Clive Ponder
 for and on behalf of
 Countrywide Tax & Trust Corporation Ltd
 Director

In the presence of

Full name / Company Name
 XXXXXXXXX (the Introducer)
 Signed by

In the presence of

Full name / Company Name
 (the Adviser)
 Signed by

In the presence of

c o u n t r y w i d e

Tax & Trust Corporation Ltd