

**Advisor Service Agreement for Advisors trading with CWT&T
as Execution Only.**

THIS AGREEMENT is dated the day of.....20

PARTIES:-

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

2. (name) Of (address)

("The Advisor / Introducer")

BACKGROUND

This agreement sets out the relationship between "the Company" and "The Advisor / Introducer" in the preparation of Wills, Trusts and associated documents that "The Advisor / Introducer" instructs "the Company" to prepare on "The Advisor / Introducer's" behalf. It outlines the services "the Company" shall provide and your obligations under the agreement.

DEFINITIONS

"Client Instruction Sheet" means the form identified as such provided by "the Company" upon which "The Advisor / Introducer" 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.

"Documents" means any Will, Trust or other legal document created for the Client from instructions obtained by "The Advisor / Introducer" 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.

“Company 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. To include (without limitation) 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.

STEP The Society of Trust and Estate Practitioners

“The STEP Will Writing Code” The Society of Trust and Estate Practitioners Will Writing Code.

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. CONDITIONS PRECEDENT

- 2.1 This Agreement is conditional on the Advisor ensuring that adequate Professional Indemnity Insurance cover is in place and maintained.
- 2.2 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. "THE ADVISOR / INTRODUCER'S" OBLIGATIONS

- 3.1 "The Advisor / Introducer" shall undertake all training as specified by "the Company" prior to taking and submitting client instructions. Any exemption to "the Company's" standard training is at the sole discretion of "the Company".
- 3.2 "The Advisor / Introducer" shall be responsible for the accuracy of the information in the Instruction Sheet and, if applicable, for the accurate inputting of information to "the Company's" software.
- 3.3 "The Advisor / Introducer" 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.
- 3.4 "The Advisor / Introducer" is authorised to use "the Company" software as licenced to them to submit **their own business** to "the Company" and it is "the Advisor / Introducer's" responsibility to safeguard the Software Login details and password.
- 3.5 "The Advisor / Introducer" shall not permit any other person to use their Company Software for the submission of business to "the Company".
- 3.6 "The Advisor / Introducer" shall provide, in a timely manner, such information as "the Company" may reasonably require and "the Advisor / Introducer" will be responsible for the accuracy of the information.
- 3.7 "The Advisor / Introducer" shall not make any amendments to the Documents whatsoever except in accordance with "the Company" Procedure.
- 3.8 "The Advisor / Introducer" shall at all times comply with all Company Procedures from time to time in force.
- 3.9 Under no circumstances shall "the Advisor / Introducer" hold himself out to be a representative of "the Company".
- 3.10 "The Advisor / Introducer" shall not use any of "the Company's" logos, marks, literature or marketing material on any documents, websites, publications or marketing material when dealing with his clients as detailed in "the Company" Procedures.
- 3.11 "The Advisor / Introducer" shall not use the STEP logo or make any reference to STEP or the STEP Code on any documents, websites, publications or marketing material unless the Adviser is himself a member of STEP and is compliant with the STEP Code in his own right but always subject to Clause 3.10 above.

3.12 "The Advisor / Introducer" shall not refer to the expertise of "the Company" or their staff on any of their marketing material, publications, website or other Documents

3.14 "The Advisor / Introducer" shall make it clear to his client that "The Advisor / Introducer" is providing the advice to the client and not "the Company" and that the duty of care will be owed by "the Advisor / Introducer" at all times.

4. "THE COMPANY'S" OBLIGATIONS

4.1 "The Company" shall prepare the documentation based on the information provided by The Advisor / Introducer.

4.2 If "The Advisor / Introducer" provides "the Company" with their client's details it is purely for the purposes of preparing the Documents only and will not constitute the provision of advice to "The Advisor / Introducer's" client at any stage.

4.3 Advice provided to "The Advisor / Introducer" by "the Company" shall not be client specific.

4.4 "The Company" shall not contact or have any dealings with "The Advisor / Introducer's" clients.

4.5 The Documents shall be prepared and be provided to "The Advisor / Introducer" for his use on an 'execution only' basis.

5. PAYMENT

5.1 "The Company's" professional fees plus VAT are payable by "the Advisor / Introducer" / in advance at the time of providing the instructions and in any event before any Documents are produced by "the Company".

5.2 "The Company" shall reserve the right to withhold the release of Documents if payment has not been received in full or if payment is still outstanding on any other matter instructed by "The Advisor / Introducer" .

6. CONFIDENTIALITY

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

7. NOTICES

7.1 Notices under this Agreement may be served on “the Company” at its principal place of business for the time being and on “The Advisor / Introducer” at their last known address. Any letter or Document shall be deemed to have been served upon “The Advisor / Introducer” 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.

8. VARIATION

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

9. SEVERANCE

9.1 If any provision of this agreement (or any part of any provision) is found by any court or 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.

10. WHOLE AGREEMENT

10.1 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.

10.2 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 .

11. ASSIGNMENT

11.1 “The Advisor / Introducer” 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.

11.2 “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.

12. NO PARTNERSHIP OR AGENCY

12.1 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).

13. RIGHTS OF THIRD PARTIES

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

14. TERMINATION

14.1 Save as is provided in sub-clause 14.2 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 / Introducer".

14.2 "The Advisor / Introducer's" appointment hereunder may be terminated or the terms of this Agreement varied by "the Company" earlier than the date specified in sub-clause 14.1 of this agreement where such termination or variation is required by law or "the Advisor / Introducer" is in breach of Clause 3.

15. CONSEQUENCES OF TERMINATION

15.1 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 shall remain in full force and effect.

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

16. GOVERNING LAW AND JURISDICTION

c o u n t r y w i d e

T a x & T r u s t C o r p o r a t i o n L t d

- 16.1 This Agreement conforms with the Rules under which “the Company” is regulated.
- 16.2 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.
- 16.3 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).
- 16.4 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