THIS AGREEMENT is made on the day of 2018

BETWEEN:

1. BTWC Limited trading as Beneficial Trust & Will Company (company number 5332498) whose registered office is at Hillcroft Lodge, Hillcroft Business Park, Whisby Road, Lincoln, LN6 3QL (BTWC)

AND

1. [Introducer name] (company number [insert]) whose registered office address is at [Introducer] (Company Name)

WHEREAS:

1. BTWC provides estate planning services and other associated legal services to Introducer.

2. [*Introducer name*] provides [*insert type of advice*] advice and now want to recommend BTWC’s estate planning services to its clients in accordance with the terms of this Agreement.

IT IS AGREED:

* 1. Services
     1. BTWC agrees to receive introductions from [*Introducer name*] and provide the client with estate planning services (the “Services”).
     2. BTWC agrees to provide the Services to [*Introducer name*] clients based on the standard fees provided to *Introducer name*] and outlined in appendix A.
     3. BTWC agrees to support any general marketing activity in relation to the Services at the request of [*Introducer name*]. Any specific requirements, input or charges in relation to any marketing activity for the purpose of promoting the Services should be agreed in writing between the parties prior to engaging in any marketing activity.
     4. [*Introducer name*] agrees to use its reasonable endeavours to recommend, market and promote the Services to their clients.
  2. Service Terms
     1. [*Introducer name*] will provide BTWC with a client referral request in respect of each request from [*Introducer name*] client for the services. The personal data and other information is to be used by BTWC (as data processor) for the sole purpose of completing the client’s estate planning documents pursuant to the terms of this Agreement and for no other purpose.
     2. If [*Introducer name*] has referred a client to BTWC to take the client’s instructions, BTWC will endeavour to contact the client within a maximum of 2 working days. If the client does not wish to or will not provide the necessary information to allow BTWC to take their instructions or the client is not contactable within 7 working days of BTWC receiving the referral from [*Introducer name*], BTWC shall make no further contact to the client unless expressly requested to do so by [*Introducer name*] or the client.
     3. Finished Wills and associated documents are returned directly to the client and not to [*Introducer name*]. BTWC is to provide a monthly contact report to [*Introducer name*] detailing all client’ instructions completed, all client declines and those clients that have not been contactable.
     4. BTWC has a standard turnaround time on finished Wills and associated documents of between 14 to 21 working days provided that BTWC has been provided with all relevant client information needed to compile a finished Will or associated document to professional minimum standards. Turnaround times may be extended due to reasons outside of BTWC’s control, such as external agency delays i.e. Land Registry, Office of Public Guardian etc. Any extension shall be notified to the client as soon as BTWC is aware there will be a delay.
     5. BTWC’s self-regulatory requirements must be met in as much that the clients sign a declaration (also known as “Terms of Business”) confirming their understanding of what services BTWC shall provide and that they must provide ID to meet money laundering regulations as per 15/12/2007 directive. BTWC agrees to provide the Services to clients in accordance with the Terms of Business.
     6. [*Introducer name*] will provide BTWC with a periodic marketing plan regarding promotional activity in relation to the Services in order to ensure BTWC’s turnaround time and client support services are prepared for any significant but anticipated change to demand.
     7. BTWC agree to provide the BTWC Services to [*Introducer name*] clients. Any changes to BTWC Services will be at the discretion of BTWC and 30 days’ notice of such changes will be provided to [*Introducer name*].
  3. Liability
     1. Any claim in respect of the Services undertaken by BTWC will be the responsibility of BTWC who will maintain professional indemnity insurance for the duration of this Agreement and for 3 years thereafter.
     2. Any claim in respect of [*Introducer name*] services not supported by BTWC and undertaken by [*Introducer name*] employees or appointed representatives prior to this agreement or within the duration of this agreement or thereafter will be the responsibility solely of [*Introducer name*] who will maintain professional indemnity insurance for the duration of this Agreement and for 3 years thereafter.
  4. Payment and Commission
     1. [*Introducer name*] clients will pay BTWC directly for any work undertaken in relation to the Services. Payment is to be made in full on submission of client instructions requests or at the discretion of BTWC. Where the client requires a Will to be completed within 7 days, BTWC will make the client aware of any additional charges that would be payable prior to accepting instructions.
     2. BTWC shall agree to refund any money paid in respect of the Services should the client change their mind within 14 days of making their instruction to BTWC. After the expiration of this period BTWC reserves the right to charge the client for advice given and any work carried out on the client’s behalf and in accordance with the clients signed Terms of Business document. An itemised invoice will be produced for any charge falling due within this term. Please refer to BTWC’s Terms of Business document regarding client’s obligations.
     3. BTWC will provide [*Introducer name*] with a monthly consolidated summary and payment schedule for all monies owed directly to [*Introducer name*] in relation to clients referred and services provided during that period. A maximum referral fee of 20% of total business written (ex VAT) of referred client fees shall be payable upon completion.
  5. Confidential Information
     1. Both parties agree to keep confidential all information relating to the business organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae, technology and business activities or affairs, of and concerning each other and their clients, members, referrers and suppliers unless it is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
     2. This clause shall survive termination of this Agreement.
  6. Termination
     1. This Agreement commences on the date specified at the top of the Agreement and shall continue for a duration of 36 months unless terminated earlier in accordance with this clause.
     2. Without limiting its other rights or remedies, either party may terminate this Agreement at their discretion by giving the other party 3 months’ notice in writing.
     3. Either party shall have the right to terminate this Agreement immediately and without liability for compensation or damages if:
        1. a receiver or administrator is appointed;
        2. either party enters into any arrangement with their creditors; or
        3. there has been a material breach of this Agreement.
     4. If on termination BTWC is bound by any contracts with any [*Introducer name*] clients to provide the Services, BTWC will fulfil its duties under the contract and/or signed Terms of Business.
     5. Termination of this Agreement, however arising, shall not affect any of the parties’ rights and remedies that have accrued as at termination.
  7. Notices
     1. Any notice, instruction or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing.
     2. Any such notice or other communication shall be addressed to the respective head offices and, if so addressed, shall be deemed to have been duly given or made as follows:
        1. upon delivery at the address of the relevant party, if sent by personal delivery;
        2. the second day after it was posted by first class post;
        3. by facsimile, when despatched; and
        4. by electronic mail, upon actual receipt.
  8. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

* 1. Variation

No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless in writing and signed by an authorised signatory or director of both parties.

* 1. Third Party Rights

A person who is not a party to this Agreement shall not have any rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

* 1. NO PARTNERSHIP OR AGENCY
     1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
     2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
  2. Governing Law and Jurisdiction

Both parties agree that this Agreement shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it. The [*Introducer name*] will maintain up to Data Protection Restrictions and will take all necessary steps to ensure they comply with the Data Protection Act 1998 at all times as well as any other applicable English laws and regulations. This also applies to any and all GDPR requirements.

* 1. Interpretation
     1. Words expressed in any gender shall where the context so requires or permits include any other gender.
     2. Words expressed in the singular shall where the context so permits include the plural.
     3. Reference to a party includes its personal representatives, successors or permitted assigns.
     4. Reference to writing or written includes faxes and e-mails.

**WHEREAS this Agreement has been entered into on the date stated at the beginning of it.**

**SIGNED by a Director**

for and on behalf of

BTWC Limited

Director

**SIGNED by a Director**

for and on behalf of

*[Introducer name*]

Director



**APPENDIX A**

**Will Writing & Estate Planning Services**

The payment to [*Introducer name*] for general Will Writing and Estate Planning services will be at a fixed rate of 20% of the nett fees (ex VAT) for each completed client instruction.

**Prepaid Funeral Plans**

The payment to [*Introducer name*] for funeral planning products will be as follows upon completion and acceptance of the funeral plan application;

Bronze Funeral Plan - £30.00

Silver Funeral Plan - £150.00

Gold Funeral Plan - £150.00

Diamond Funeral Plan - £150.00

Platinum Funeral Plan - £150.00