
PROFESSIONAL INTRODUCER AGREEMENT

As proposed by

Secure Inheritance Legal Services Ltd



Secure Inheritance
Legal Services
Wills Trusts and Lifetime Planning

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 www.secureinheritance.co.uk
 **Secure Inheritance Legal Services Ltd**
9 Morston Court, Weston-super-Mare, BS22 8NG



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Agreement date:

PARTIES

1. Secure Inheritance Legal Services Ltd (registered in England no. 11153502), registered address: 9 Morston Court, Aisecome Way, Weston-Super-Mare, BS22 8NG, hereby known as 'SI'
2. The introducer registered address: .

RECITALS

- A. SI is a company that promotes a range of services mainly surrounding end of life planning, further details of these services are included on Schedule 1
- B. The parties have agreed to co-operate in the manner set out herein for their mutual benefit.

SIGNED BY

The duly authorised representatives, for and on behalf of: SECURE INHERITANCE
LEGAL SERVICES LTD

In the presence of:

SIGNED BY

The duly authorised representatives, for and on behalf of: [INTRODUCER COMPANY NAME]

In the presence of:

IT IS AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

- 1.1 Please refer to Schedule 2 – “Definitions”
- 1.2 Reference to persons shall include bodies corporate. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 Reference to a Clause or Schedule where the context so admits are to a clause or schedule of this Agreement.
- 1.4 Headings to Clauses in the Agreement are for information only and are not to be taken into account in the interpretation of the Clause or paragraph to which they refer.
- 1.5 The Schedules form part of this Agreement and shall have full force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 1.6 The singular shall include the plural and vice versa and use of any gender shall include the other genders.
- 1.7 A reference to writing or written includes faxed and emailed.
- 1.8 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.
- 1.9 The expressions of ‘the Company’ and ‘the introducer’ shall include their respective successors or permitted assignees.

2. PREFERRED SUPPLIER

- 2.1 SI shall make provision of the Services to Customers of [INTRODUCER COMPANY NAME] and agrees not to enter into any agreements or terms similar to or the same as the Terms of this Agreement with any other person whatsoever unless agreed in 2.3 below.
- 2.2 SI reserves the right to enter into agreements on terms similar to or the same as the

terms of this Agreement with any other person whatsoever provided this does not conflict with the marketing and sales practices of Secure Inheritance Legal Services Ltd or any relationship [INTRODUCER COMPANY NAME] has with any other person and where it would be seen to be acting in competition with [INTRODUCER COMPANY NAME].

- 2.3 SI reserves the right to operate a service direct to the consumer and is not to be precluded from any price movement which SI has the right to vary from time to time. SI should notify [INTRODUCER COMPANY NAME] of any price changes prior to them being published.

GENERAL OBLIGATIONS OF [INTRODUCER COMPANY NAME]

- 2.4 [INTRODUCER COMPANY NAME] shall during the term of this agreement:
- 2.4.1 promote the Services to its Customers in such a way as SI considers appropriate.
 - 2.4.2 at its own expense obtain and maintain such registrations, consents, licences and permissions and take all other reasonable actions (whether in its dealing with Customers or otherwise) as may be necessary for the lawful performance of its obligations pursuant to this Agreement and to render the operation of this Agreement lawful;
- 2.5 If taking Will Instructions the introducer must obtain and shall maintain all necessary licenses, consents, and permissions necessary for SI, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service.
- 2.6 Ensure that its network and systems comply with the relevant specifications provided by SI from time to time; and not disable, bypass or otherwise circumvent the tracking facilities in the Software which send a use log to SI's servers in respect of the use of the Service.
- 2.7 [INTRODUCER COMPANY NAME] shall not access, store, distribute or transmit any viruses or any material during the course of its use of the Service that:
- 2.7.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.7.2 facilitates illegal activity;
 - 2.7.3 depicts sexually explicit images;
 - 2.7.4 promotes unlawful violence;
 - 2.7.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

[INTRODUCER COMPANY NAME] shall not:

- 2.7.6 except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:
 - a. and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software; or
- 2.7.7 access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
- 2.7.8 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or Documentation available to any third party except the Users unless expressly agreed by SI;
- 2.8 [INTRODUCER COMPANY NAME] shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify SI.
- 2.9 The rights provided under this agreement are granted to [INTRODUCER COMPANY NAME] only and shall not be considered granted to any subsidiary or holding company of [INTRODUCER COMPANY NAME].

3. GENERAL OBLIGATIONS OF SI

- 3.1 SI shall during the term of this agreement provide the Services to Customers in line with the Services set out in the Schedule 1 attached hereto.
- 3.2 Other than the Services, SI shall not in any way promote any product or service to any Customer without prior written approval from [INTRODUCER COMPANY NAME].
- 3.3 SI shall always comply with all relevant codes/rules (of whatever type whether binding or non-binding, including those of any industry, regulatory or other relevant body to which [INTRODUCER INDIVIDUAL NAME] is subject), regulations, bylaws and statutes, including the Data Protection Act 1998 so far as they apply to SI in relation to SI activities under this Agreement. Where a fee structure has been agreed by [INTRODUCER

[COMPANY NAME] and SI prior to referral to SI then SI shall charge fees in accordance with the fee structure. In all other cases SI may charge Customers in accordance with their standard terms and conditions prevailing at the time they are referred over.

- 3.4 SI shall, during the term of this agreement provide the Service and make available the documentation to [INTRODUCER INDIVIDUAL NAME] on and subject to the terms of this Agreement.
- 3.5 SI shall use commercially reasonable endeavours to make the online Service available 24 hours a day, seven days a week, 365 days per year at 99.9% uptime (availability over each 365-day period to be calculated from the Service Start Date on a non-cumulative basis) except for:
 - 3.5.1 planned maintenance carried out during the maintenance window of 5.00 pm to 5.00am UK time; and
 - 3.5.2 unscheduled maintenance performed at other times.
- 3.6 SI shall manage, maintain, upgrade and support (or procure such services, as appropriate) the SI infrastructure necessary to support the operation of the Service.
- 3.7 SI shall ensure that the software is hosted on a secure server and is adequately backed-up on a daily basis.
- 3.8 SI will, as part of the Service and at no additional cost to [INTRODUCER COMPANY NAME], provide SI's standard customer support services during Normal Business Hours, details of which SI will provide on request. Support shall not include diagnosis or rectification of any fault resulting from the customers improper use of the Software, hardware which does not conform to the minimum standards required or the use of the Software for a purpose for which it was not designed.
- 3.9 The Service is browser-based and is subject to certain minimum requirements. SI will supply the customer with details of supported browsers and minimum technical requirements on request. SI may from time to time cease to provide support for certain browsers or browser versions. It is under no obligation to notify [INTRODUCER COMPANY NAME] of changes to its browser support policy, but it will endeavour to do so.
- 3.10 The performance of internet-based solutions is dependent on a range of factors, including the performance of the Customers Internet Service Provider, maximum service speed and peak time availability. Such factors are beyond the control of SI and, as such, no minimum level of system performance can be guaranteed.

- 3.11 SI undertakes that the Service will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 3.12 The undertaking at clause 4.13 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to SI's instructions, or modification or alteration of the Service by any party other than SI or SI's duly authorised contractors or agents. If the Service does not conform to the foregoing undertaking, SI will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide [INTRODUCER INDIVIDUAL NAME] with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes [INTRODUCER COMPANY NAME] sole and exclusive remedy for any breach of the undertaking set out in clause 4.13. Notwithstanding the foregoing, SI:
- 3.12.1 does not warrant that the use of the Service will be uninterrupted or error-free; nor that the Service, Documentation and/or the information obtained by SI through the Services will meet the introducers requirements; and
- 3.12.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and [INTRODUCER COMPANY NAME] acknowledges that the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.13 SI is obliged to ensure that any complaint is investigated thoroughly and that the investigation is completed within a reasonable time.

4. DATA PROTECTION

- 4.1 SI undertakes that it shall not use or disclose, nor make, cause or permit to be made any use or disclosure, the Customer Data except to the extent permitted under this Agreement and [INTRODUCER INDIVIDUAL NAME]'s reasonable instructions from time to time. In particular it shall not use any Customer Data or to intermingle the Customer Data with its own data for any purposes other than as expressly permitted by this Agreement. [INTRODUCER INDIVIDUAL NAME] shall own all rights, title and interest in and to all of the Customer Data.
- 4.1.2 In the event of any loss or damage to Customer Data, the introducers sole and exclusive remedy shall be for SI to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by SI. SI shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by SI to perform services related to

Customer Data maintenance and back-up).

- 4.2 If SI processes any personal data on the customer's behalf when performing its obligations under this Agreement, the parties record their intention that shall be the data controller and SI shall be a data processor and in any such case:
- 4.2.1 [INTRODUCER COMPANY NAME] acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the introducer and the Users are located in order to carry out the Service and SI's other obligations under this Agreement;
 - 4.2.2 [INTRODUCER COMPANY NAME] shall ensure that SI is entitled to transfer the relevant personal data to SI so that SI may lawfully use, process and transfer the personal data in accordance with this Agreement on the customers' behalf;
 - 4.2.3 [INTRODUCER COMPANY NAME] shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 4.2.4 SI shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by [INTRODUCER INDIVIDUAL NAME] from time to time; and
 - 4.2.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 4.3 SI shall, in providing the Service, comply with its Privacy Policy relating to the privacy and security of the Customer Data.

5. USERS

- 5.1 Subject to the restrictions set out in clause 5 and the other terms and conditions of this Agreement, SI hereby grants to [INTRODUCER COMPANY NAME] a non-exclusive, non-transferable right to permit the Users to use the Service and the Documentation during the Term of this agreement.
- 5.2 Users shall be subject to separate terms of use of the Software which shall be provided to and accepted by the Users while using the Software. In the event of a conflict between those terms and this Agreement, the terms of this Agreement shall prevail

6. THIRD PARTY PROVIDERS

[INTRODUCER COMPANY NAME] acknowledges that the Service may enable or assist [INTRODUCER COMPANY NAME] or the users to access the website content of, correspond with, and purchase products and services from, third parties via third-party

websites and that it does so solely at its own risk. SI makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by [INTRODUCER COMPANY NAME] or the users, with any such third party. Any contract entered into and any transaction completed via any third-party website is between [INTRODUCER COMPANY NAME] or the users and the relevant third party, and not SI. SI recommends that [INTRODUCER COMPANY NAME] or the users refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. SI does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. ALTERATIONS

- 7.1 SI may, by giving two weeks' notice to [INTRODUCER COMPANY NAME], at any time make reasonable revisions, changes and alterations to these Terms and Conditions. Notice may be given by e-mail or in writing. [INTRODUCER COMPANY NAME] continued use of the Service after notice of an alteration indicates acceptance of the amended Agreement and the parties shall be bound by such revisions, changes and alterations.
- 7.2 Should SI introduce any new and additional services to which [INTRODUCER COMPANY NAME] chooses to subscribe, SI shall provide [INTRODUCER COMPANY NAME] with a revised Agreement setting out any such additional services and/or additional charges in respect of such services, and either these Terms and Conditions.

8. INSURANCE

- 8.1 SI shall maintain in force a Professional Indemnity Insurance Policy with a limit of not less than (£2,000,000) per claim.
- 8.2 SI shall, during the term of this Agreement, and for a period of one year thereafter;
- 8.2.1 administer the insurance policies and SI's relationship with its insurers at all times to preserve the benefits for [INTRODUCER COMPANY NAME] set out in this Agreement;
- 8.2.2 do nothing to invalidate any such insurance policy or to prejudice any entitlement thereunder; and
- 8.2.3 procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to [INTRODUCER COMPANY NAME] of the policies as provided at the Commencement Date.

- 8.3 [INTRODUCER COMPANY NAME] shall maintain in force a Professional Indemnity Policy in respect of its various legal and lifestyle products and services.
- 8.4 [INTRODUCER COMPANY NAME] shall, during the term of this Agreement, and for a period of one year thereafter;
- 8.4.1 administer the insurance policies and [INTRODUCER COMPANY NAME] relationship with its insurers at all times to preserve the benefits for SI set out in this Agreement;
- 8.4.2 do nothing to invalidate any such insurance policy or to prejudice SI's entitlement thereunder; and
- 8.4.3 procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to SI of the policies as provided at the Commencement Date.

9. FINANCIAL TERMS AND REPORTING

- 9.1 Within 14 working days of the end of each calendar month SI shall forward a Management Report to [INTRODUCER COMPANY NAME].
- 9.2 SI shall pay such sums to [INTRODUCER COMPANY NAME] within 5 days of the Management report.

10. REVIEW MEETINGS

- 10.1 The parties shall hold a Review Meeting at least every three months on such date as is agreed between [INTRODUCER COMPANY NAME] and SI. Review Meetings may be conducted by telephone call. In addition, either party shall be entitled to request a meeting with the other party as and when it considers such meeting to be necessary or appropriate, and the parties shall meet within a reasonable time thereafter.

11. COMMENCEMENT AND TERM

- 11.1 This Agreement shall commence on the date of signing and shall continue in force until terminated pursuant to clause 12. Either party may terminate the agreement by giving 1 months written notice to that effect.
- 11.2 This Agreement shall take effect from the Effective Date notwithstanding its later execution by the parties.

12. TERMINATION

- 12.1 This Agreement may be terminated for cause in whole by either party in the following circumstances:

- 12.1.1 by either party with immediate effect from service on the other of written notice if the other party is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, that party has failed to remedy such breach within 28 days of receipt of notice to do so;
 - 12.1.2 by either party with immediate effect from the date of service on the other of written notice if a resolution is passed or an order is made for the winding up of the other (otherwise that for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property; and
 - 12.1.3 by either party with immediate effect from the date of service on the other party of written notice if the other party ceases or threatens to cease to carry on business in the United Kingdom.
- 12.2 If this Agreement is terminated by either Party for cause pursuant to Clause 9.1 such termination shall be at no loss or cost to either Party and both Parties hereby indemnify each other against such losses or costs which either Party may suffer as a result of any such termination.
- 12.3 Either Party may terminate this Agreement on written notice to the other should there be any changes in any relevant legislation, regulations, codes of practice, guidance or other requirement of any relevant government or governmental agency which renders the provision of Services (or part thereof) pursuant to this Agreement illegal.

13. CONSEQUENCES OF TERMINATION

- 13.1 Upon termination for any reason neither party shall not for the Restricted Period; cause or encourage any of each other's suppliers, referrers or advisers to cease or restrict or reduce its supplies or referrals or services or advice;
- 13.1.1 in the Field of Business employ any Restricted Employee;
 - 13.1.2 cause, encourage or assist any of each other's employees or directors to leave its service.
- 13.2 Any termination of this agreement shall be without prejudice to nor shall it effect completion of any business undertaken prior to the date of termination.
- 13.3 References to both parties' customers, clients, referrers, agents, suppliers, Advisers, employees and directors mean those at the date of termination and during the 2 years immediately before it.
- 13.4 Each of the restrictions in this clause are separate restrictions and shall be severable from each other.

14. CONFIDENTIALITY

- 14.1 Each of [INTRODUCER COMPANY NAME] and SI (the “recipient party”) will be responsible for keeping and procuring to be kept secret and confidential all information which is disclosed to or obtained by it or from the other pursuant to or as a result of this Agreement (including all information of the other party which has been disclosed already at the date of this Agreement) and which was either marked proprietary or confidential or which the party owning it expressly stated in writing to be confidential within 28 days of the date hereof or which the recipient party otherwise knows or ought to know to be proprietary or confidential, and will not disclose the same to any third party other than its own employees whose duties cannot be fulfilled without such disclosure and who have first executed a written undertaking of confidentiality in a form acceptable to the other party or who are adequately bound by their employment agreement to the same effect, and the recipient party will use its best endeavours to prevent disclosure of the same except as expressly permitted by the Agreement provided that the obligations of confidentiality hereunder will not extend to any matter;
- 14.1.1 which the recipient party can show is in or has become part of the public domain other than as a result of any unauthorised disclosure by the recipient party or any person to whom it has disclosed such information;
- 14.1.2 which was in the recipient party’s written records prior to the date of execution of this agreement otherwise than information expressly referred to above;
- 14.1.3 which was independently disclosed to the recipient party by a third party entitled so to disclose; and
- 14.1.4 the disclosure of which is required by law or by any government or other regulatory authority.

PARTIES NAMES AND INTELLECTUAL PROPERTY

Neither party will reproduce any logo, trademark, service mark or business name of the other party in any form without the other party’s written consent.

15. EXCLUSION OF LIABILITY

- 15.1 Nothing in this Agreement shall exclude or limit the liability of the parties to a natural person for death or personal injury caused to that person by a party’s negligence.
- 15.2 Without prejudice to Clause 15.1, but otherwise notwithstanding anything contained in this Agreement, in no circumstances shall the parties be liable, in contract, tort (including negligence or breach of statutory duty), or otherwise howsoever and whatever the cause thereof for any special indirect or consequential damage or loss of

any nature whatsoever, even if the party has been previously advised of the potential for such loss or damage.

- 15.3 Without prejudice to Clause 15.1 and subject to Clause 15.2 the liability of parties in Contract, tort (including negligence or breach of statutory duty), or otherwise arising by reason of or in connection with this Agreement to the other shall be limited to the greater of (i) £500,000; or (ii) the amount received by the liable party for the claim under its insurance policy covering such risks provided that nothing in this Clause shall oblige the other party to obtain any such insurance or claim upon any insurance which it holds.
- 15.4 Subject to the limitations set out in this Clause 15 each of [INTRODUCER INDIVIDUAL NAME] and SI undertakes to the other that it will indemnify the other against all proceedings, costs, expenses, liabilities, injury, loss or damage arising out of the breach or negligent performance or failure in performance by it of the terms of this Agreement.

16. FORCE MAJEURE

- 16.1 If a party is prevented or delaying the performance of any of its obligations under this Agreement by Force Majeure, then that party shall immediately serve notice on the other specifying the nature and extent of the circumstances giving rise to the Force Majeure.
- 16.2 The party claiming to be prevented or delayed in the performance of any of its obligations by reason of Force Majeure shall use all reasonable endeavours to bring the Force Majeure to a close or to find a solution whereby the Agreement may be otherwise performed.
- 16.3 Subject to compliance with Clauses 16.1 and 16.2 neither party shall be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure.
- 16.4 If a party is prevented or delayed in the performance in any of its obligations by reason of Force Majeure for a continuous period in excess of 30 days, then the parties will enter into bona fide discussions with a view to alleviating the situation or agreeing upon such alternative arrangements as may be fair and reasonable. If the parties fail to agree upon a course of action within a further period of 30 days, then either party may immediately terminate this Agreement by serving notice on the other.

17. DISPUTE RESOLUTION

- 17.1 Subject to Clause 18, in the event of a dispute arising out of or in relation to this

Agreement, including any question regarding its existence, validity or termination (referred to in this Clause 17 as the “Dispute”) the parties shall within 14 days of the Dispute arising convene a meeting to attempt to resolve the Dispute by good faith negotiations. If the parties do not reach a settlement to the Dispute within a period of 14 days from the date of such meeting, then [INTRODUCER COMPANY NAME] or SI shall be entitled to service notice on the other to seek to settle the Dispute by mediation in accordance with Clause 17.2.

17.2 If, within 14 days of [INTRODUCER COMPANY NAME] or SI receiving notice from the other pursuant to Clause 17.1 or such further period as the parties shall agree in writing, the Dispute remains unresolved then the parties agree to refer the Dispute to mediation. Such mediation shall be conducted in accordance with the Centre for the Dispute Resolution (whose address at the date of signature of this Agreement is 7 St Katherine’s Way, London, E1 9LB) model mediation procedure in force from time to time and the terms of such model mediation procedure are hereby deemed incorporated.

18. NOTICES AND SERVICE

18.1 Any notice or any other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, facsimile transmission or comparable means of communication to the other party at the address referred to in Clause 18.4 or Clause 18.5.

18.2 Any notice or any other information given by post pursuant to Clause 18.1 which is not returned to the sender as undelivered shall be deemed to have been given 48 hours after envelope containing the same was posted; and proof that the envelope containing such notice or information was properly addressed, pre-paid and posted and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

18.3 Any notice or any other information sent by telex, facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the day of transmission, provided that a confirming copy therefore has been sent by first class pre-paid post to the other party at the address referred to in Clauses 18.4 and 18.5 within 24 hours of transmission.

18.4 Notices to Secure Inheritance Legal Services Ltd shall be addressed to Andrew Stock, 9 Morston Court, Aisecome Way, Weston super Mare, BS22 8NG. Telephone number – 01934 425 556.

18.5 Notices to [INTRODUCER COMPANY NAME] shall be sent to their registered address as stated in the ‘parties’ clause

19. ASSIGNATION AND SUBCONTRACTING

SI may not sub-contract the performance of any of SI'S obligations under this agreement or assign any of its rights or obligations under this agreement without prior written consent of the introducer (such content not to be unreasonably withheld). SI will remain liable to [INTRODUCER COMPANY NAME] for any breach of this agreement by its sub-contractors or assignees.

20. PROMOTING SERVICES ON BEHALF OF SI

20.1 Refer to Schedule 1 for income payable to [INTRODUCER COMPANY NAME]

20.2 7-day payment terms: SI will notify [INTRODUCER COMPANY NAME] of completed sales on a monthly basis. SI will raise an invoice/statement which will be paid within 7 days of the end of the reporting month by BACS.

20.3 After a 14-day cooling off period and providing the client has not cancelled, SI will pay [INTRODUCER COMPANY NAME] the income stated in Schedule 1. This amount will be inclusive of VAT.

21. FUNERAL PLANS

21.1 Individuals promoting the SI Funeral Plan should refer to 'Schedule 1'

21.2 The customer who purchases a SI Funeral Plan and pays the plan price to SI will be issued with a Guarantee Certificate and allocated a funeral director

21.3 The payment in respect of the funeral will be invested and managed by the managing trustees of the trust in accordance with the terms of the trust

21.4 SI will keep a proper record of each customer to whom we have issued a Guarantee Certificate where you have agreed to provide the funeral, including the specification of the funeral as guaranteed and the current payment available from the trust, and shall make such information available to you when reasonably required to do so

22. ENTIRE AGREEMENT

With the exception of any representations made fraudulently this agreement constitutes the entire agreement between [INTRODUCER COMPANY NAME] and SI and supersedes all prior negotiations, representations, proposals, understandings and agreements, whether written or oral relating to the subject matter of this agreement.

23. MISCELLANEOUS

- 23.1 In the event of any provision of this agreement being or becoming void in whole or in part the other provisions of this Agreement shall remain fully valid and enforceable and any void provision shall, where appropriate, be replaced in accordance with the meaning and purpose of the Agreement.
- 23.2 Notwithstanding any other provision of this Agreement, no provision of this Agreement by virtue of which this Agreement is subject to registration (if such be the case) under the Restrictive Trade Practices Act 1976 shall take effect until the day after particulars of this Agreement shall have been furnished to the Director General of Fair Trading pursuant to such Act.
- 23.3 No waiver of any breach of this Agreement by either party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 23.4 Nothing in this Agreement is intended to, nor shall create a partnership between the parties or constitute [INTRODUCER INDIVIDUAL NAME] or SI to be the agent of the other.
- 23.5 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions shall remain in full force and effect unless the parties agree in writing that the effect of such declaration is to defeat the original intention of the parties in which event this Agreement shall terminate forthwith. Each of the parties shall give notice to the other of change or acquisition of any address or telephone or similar number which is relevant to the provision of the Services and/or the operation of this Agreement as soon as practicable and in any event within 48 hours of such change or acquisition.
- 23.6 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 23.7 Each of the parties warrants that it has the right, power and authority to enter into this Agreement.

SCHEDULE 1 – “Services, Fees & Partner Income”

SI will conduct sales and marketing activities to [INTRODUCER COMPANY NAME] enquiries and other data. SI will pay (as per the current fee share schedule)

SCHEDULE 2 – “Definitions”

“Agreement”

these Terms and Conditions including any schedules and additional provisions contained therein, and any other documents attached hereto. The words “Agreement” and “Terms and Conditions” are for this purpose inter-changeable;

“Business Day”

any day which is not a Saturday, Sunday or public holiday in the UK;

“Customers”

means a client or customer of [INTRODUCER COMPANY NAME] or a customer of SI;

“Customer Data”

means information and data about a client or customer of [INTRODUCER COMPANY NAME] or a SI customer (including personal data as defined by the Data Protection 1998 but not limited to names and addresses), held by either party or supplied by either party to the other in connection with the operation of this Agreement;

“Customer Website”

the website branded for [INTRODUCER COMPANY NAME] or SI on which the Software is hosted;

“Confidential Information”

recorded in writing or electronically, or in any other medium or by any other method disclosed to, or obtained by one party from the other party or a third party acting on that other’s behalf, and without prejudice to the generality of the foregoing, shall include but not limited to any information relating to a party’s operations, plans, product information, know-hows, designs, trade secrets, software, customers and business affairs and which is either labelled to the effect that it is confidential or proprietary or which the receiving party knows or ought to know is confidential or proprietary;

“Documentation”

any document(s) made available to [INTRODUCER COMPANY NAME] by SI from time to time which sets out a description of the Services and user instructions for the Service.

“Force Majeure”

means circumstances beyond the reasonable control of a party including but not limited to: acts of God, governmental intervention or restriction, import or export regulations, war, riots, strikes or

tradedisputes (including by and with the parties' employees), lock outs, fire, flood, breakdowns of plant machinery or vehicles, power failureand disruption of energy supplies;

“Insolvency”

means in relation to a party to this Agreement, the inability to pay its debts as they fall due or convening of a meeting for the purpose of the winding it up or if it enters into liquidation, whether compulsorily or voluntarily (except for the purposes of a solvent amalgamation or reconstruction whether the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement), or compounds with its creditors generally or has a receiver appointed over all or any of its assets or it presents or has presented against it an administration petition or enters into administration;

“Laws”

means all applicable statutory and other rules, laws, regulations, guidelines, codes of practice and provisions of handbooks of any relevant jurisdiction in relation to the Services;

“Month”

means a calendar month;

“Normal Business Hours”

09:00 to 17.30.00 local UK time, each Business Day.

“Review Meeting”

means a meeting to review any aspect of the Services;

“Restricted Employee”

means any employees or directors of either Party who have access to Confidential Information or are employed in a sales, technical or casemanager capacity;

“Restricted Period”

means the duration of this Agreement and the period 12 months immediately following the termination of this Agreement;

“Services”

means provision of the Services as therein detailed in Schedule 1 “Software” means any online software applications provided by SI as part of the Service.

“Territory”

means England and Wales;

“Use”

an electronic submission of data by a User through the Software, as more particularly described in

the Documentation.

“Users”

means customers of [INTRODUCER COMPANY NAME] using the service

“Virus”

anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“Year”

means a calendar year.