

# PROFESSIONAL INTRODUCERS AGREEMENT



## Customer Details

Please complete all sections fully.

Type of Business	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Company <input type="checkbox"/>
	LLP <input type="checkbox"/>	Plc <input type="checkbox"/>	

Legal Entity Name

**The Legal Entity Name is mandatory.** Please indicate the name of the company or individual entering into the agreement with O&M Pension Solutions Limited. This should be the same as the bank account holder.

Trading Name

(Only complete this box if different from Legal Entity Name)

Address

Postcode

FCA Registration Number

Regulator

Network / Compliance Provider

## Contact Details

First Name

Surname

Position

Telephone Number

Email Address

## Acceptance of Agreement

I acknowledge that I have read and understood all the terms and conditions of this agreement and agree to abide by them.

First Name

Surname

Position

Signed

Date

## O&M Pension Solutions Ltd

Once completed, please copy this document for your records and return the original paperwork to:

O&M Pension Solutions  
3 The Courtyards  
Phoenix Square  
Wyncolls Road  
Colchester  
Essex  
CO4 9PE

Sales: 0845 564 5531  
Email: sales@ompensions.co.uk  
Accounts: 0845 564 6630



## DEFINITIONS

- 1.1 "Service" is defined as the O&M Transfer Adviser Service.
- 1.2 "O&M" is defined as O&M Pension Solutions Ltd.
- 1.3 "Introducer" is defined as the legal entity who has signed this Agreement.
- 1.4 "Client" is defined as the individual whose occupational pension benefits are being analysed under the Service.
- 1.5 "Current Rates" is defined as the current rates offered to Introducers by O&M and OMPA for the Service.
- 1.6 "OMPA" is defined as O&M Pension Advice, a trading style of Independent Pension Analysis Limited.

## SCOPE

- 2.1 The Service is designed for O&M to produce a detailed report, and OMPA to provide a recommendation and advice regarding the pension benefits held by the Client in an occupational pension scheme.
- 2.2 O&M reserves the right to refuse any application for an Introducer to register for the Service.
- 2.3 O&M reserves the right to refuse any Client introduced to the Service by the Introducer.

## O&M'S TERMS OF BUSINESS

- 3.1 OMPA will advise the Introducer's Clients in a manner consistent with OMPA's Terms of Business, which may be varied by OMPA from time to time without the Introducer's agreement.
- 3.2 OMPA's Terms of Business will remain consistent with all regulatory requirements.
- 3.3 A summary of OMPA's Terms of Business will be set out in the form of a letter, which shall be supplied to the Introducer's Client by OMPA, the timing of which will be at the discretion of OMPA (subject to regulatory requirements).

## NO CROSS-SELLING

- 4.1 Neither O&M or OMPA will sell any financial services product to the Introducer's Client, with the exception of those relating to the Service or covered by clause 4.6, unless this is specifically agreed in writing in advance.
- 4.2 O&M and OMPA will restrict their activity and products to those related to the area of advice being given and will not provide general financial advice to the Client.
- 4.3 Neither O&M or OMPA will sell/supply the clients details to any third party, other than those as required by legislation or regulation.
- 4.4 Where a no transfer recommendation is made by OMPA to the Client, O&M and OMPA reserve the right to re-visit the Client at a future date, should the economic situation mean that the transfer recommendation may differ. The Introducer will be given 30 days advance written notice before OMPA re-approaches the Client.
- 4.5 Where a Client reaches retirement and any policy arranged under the Service is not under the management of the Introducer, OMPA will have the option of offering retirement options advice to the Client and will not be obliged to make any payment to the Introducer relating to such advice.

## CLIENT ADVISER CHARGES

- 5.1 OMPA will act for the Client with the adviser charge usually payable via a mixture of direct payment from the client/introducer and product facilitation.
- 5.2 In complex cases, OMPA reserve the right to charge the Client an additional amount. In these circumstances, the Client will be fully informed in writing in advance and given the option of whether to continue or not.
- 5.3 OMPA will retain all of the adviser charges quoted by O&M and payable by a Client.

## INTRODUCER PAYMENTS

- 6.1 The Introducer will receive no payment from O&M or OMPA in relation to the Client and Service provided.
- 6.2 The Introducer may wish to charge the Client separately for any advice/support provided but such charges will not payable via OMPA.

## TERMINATION OF AGREEMENT

- 7.1 Upon expiry of the initial period referred to in 12.1, this Agreement will continue thereafter, until terminated in writing by the Introducer giving at least three months written notice to O&M, or payment in lieu of said notice. The effective date of notice is the date that the letter or e-mail arrives at O&M's office. Merely posting/sending the notice will not class as instigating the notice period. Acknowledgement of such termination notice will be provided by O&M to the Introducer within 5 working days of receipt.
- 7.2 O&M may terminate this Agreement by giving written notice to the Introducer at any time but O&M will be obliged to continue with any Clients already submitted to the Service.

## LIABILITY

- 8.1 OMPA will be fully responsible for the advice given under this service, and the Introducer will have no liability for any advice given.
- 8.2 OMPA maintains Professional Indemnity Insurance at a suitable level.

## INTELLECTUAL PROPERTY RIGHTS

- 9.1 The copyright and all intellectual property rights of whatever nature in the systems and/or reports produced by the Service and the selection and arrangement of its content are and shall remain the property of O&M or its suppliers as the case may be and nothing in this agreement shall be construed so as to transfer any intellectual property rights whatever to the Introducer or Client. In addition, the Introducer and Client shall have no rights in respect of any trade name or trademark of O&M or OMPA or of the goodwill associated with them.

## INTRODUCING CLIENTS TO THE SERVICE

- 10.1 The Introducer shall provide a signed Introducer's form from the client, which states that O&M are allowed full access to the Client for the purposes of providing a detailed report and OMPA are allowed full access to the Client for the purposes of providing advice under this agreement. The Introducer acknowledges that no Service will be provided without the authority detailed in clause 10.1 being made available at the time a request is submitted to O&M, or immediately upon a request being made for such an authority from O&M.

## ACKNOWLEDGEMENT

- 11.1 The Introducer acknowledges that the terms and conditions of this agreement are understood and agrees to be bound by them.
- 11.2 The Introducer also agrees that this agreement supersedes all prior arrangements and undertakings and constitutes the entire agreement relating to the provision of the Service. No addition to or modification of any provision of this agreement shall be binding unless made by a written instrument by a Director of O&M. The Introducer acknowledges that the Current Rates will change from time to time, and are available on O&M's website.
- 11.3 The Introducer acknowledges that the Service will be provided based upon the Current Rates applicable on the date of the Client's introduction being received by O&M.
- 11.4 O&M will notify the Introducer of a change to the Current Rates by e-mail to the latest known e-mail address of the Introducer.
- 11.5 The Introducer acknowledges that prior to submitting a Client under the Service, that they have read the Introducer Guidance Notes, available on the O&M website or from the O&M sales department.
- 11.6 Each of the parties undertakes with the others to keep confidential all information (written or oral) about the business and affairs of the other as it shall have obtained as a result of any discussions leading up to or entering into this agreement except those matters which are trivial or obvious or in the public domain other than as a result of a breach of this clause.
- 11.7 If any provision in this agreement is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Agreement that shall remain in full force and effect. This agreement shall be governed by English Law.
- 11.8 The headings of this agreement are for ease of reference only and do not affect its interpretation or construction.
- 11.9 Words importing the singular or plural number include the plural and singular respectively.

## SERVICE DURATION & RETAINER FEE

- 12.1 This Agreement is subject to an initial period of 12 months.
- 12.2 Unless terminated under clauses 7.1 to 7.4, this Agreement shall automatically renew each anniversary date of registering for the Service for a further 12 month period.
- 12.3 The Introducer acknowledges that a retainer fee is payable by the Introducer to O&M for the duration of this Agreement.
- 12.4 The level of Retainer Fee will be declared in writing by O&M to the Introducer upon receipt of a signed Agreement from the Introducer, with the current level payable by new Introducers being declared in the Current Rates.
- 12.5 The level of Retainer Fee will be fixed for a period of 2 years.
- 12.6 After expiry of the period specified in 12.5, the level of Retainer Fee will be reviewed annually and the Introducer will receive at least 3 month's notice before implementation of any revised Retainer Fee.
- 12.7 The Introducer shall pay all sums owing to O&M with regard to the Retainer Fee issued under this Agreement within 30 days of these sums falling due.
- 12.8 Any sum payable to O&M under this Agreement shall be paid without regard to any equity set-off or counterclaim and, without prejudice to its other rights and remedies. Notwithstanding the Late Payment of Commercial Debts (Interest) Act 1998 O&M may charge interest on all outstanding amounts from the due date, both before and after judgment, until such time as these sums and any interest accrued are paid up in full at the rate of two percent (2%) above Barclays Bank base rate.
- 12.9 All sums payable under the Agreement are payable in advance. If the Introducer terminates the agreement under clause 7.1, no refund will be given for any sums already paid.



# Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

O&M Pension Solutions Ltd  
 3 The Courtyards  
 Phoenix Square  
 Wyncolls Road  
 Colchester  
 CO4 9PE

Service user number

4	2	6	9	9	4
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FOR O&M PENSION SOLUTIONS LTD OFFICIAL USE ONLY  
 This is not part of the instruction to your bank or building society.

Name(s) of account holder(s)


Bank/building society account number

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Branch sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society

Please pay O&M Pension Solutions Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with O&M Pension Solutions Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference (O&M USE ONLY)

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Banks and building societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit O&M Pension Solutions Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request O&M Pension Solutions Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by O&M Pension Solutions Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when O&M Pension Solutions Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.