

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 Ltd. **This should be the same as the bank account holder.**

Trading Name

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

Address

Postcode

FSA Registration Number

Regulator

Network / Affinity Group

Contact Details

Forenames(s)

Surname

Telephone Number

Fax Number

Email Address

Acceptance of Licence

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

Title

Surname

Forename(s)

Position

Signed

Date

O&M Pension Solutions Ltd

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

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

Sales: 0845 564 5531

Email: sales@ompensions.co.uk

Accounts: 0845 564 6630



TERMS & CONDITIONS

ISSUED BY O&M PENSION SOLUTIONS LTD



DEFINITIONS

- 1.1 "Service" is defined as the O&M Transfer Bureau Service.
- 1.2 "O&M" is defined as O&M Pension Solutions Ltd.
- 1.3 "Customer" is defined as the legal entity who has agreed to use the O&M Transfer Bureau Service and who has signed this document.
- 1.4 "Client" is defined as the individual whose pension benefits are being analysed under the Service.
- 1.5 "Scheme Administrators" is defined as the Administrators of the Pension Scheme within which pension benefits for the Client are held.

SCOPE

- 2.1 The Service is designed to produce a detailed report regarding the pension benefits held by an individual in a final salary occupational scheme.
- 2.2 O&M reserves the right to refuse any application for registration for the service.
- 2.3 To be able to use the service, the Customer must sign this license and abide by its terms and conditions.

CHARGES

- 3.1 The current price list is available upon request from O&M, and is also published on O&M's website.
- 3.2 Where the Customer has opted for paying for the Service other than by way of a Direct Debit Mandate, the Customer shall pay all sums owing to O&M with regard to services provided under this licence immediately upon the amount being due.
- 3.3 Any sum payable to O&M under this licence shall be paid without regard to any equity set-off or counterclaim and, without prejudice to its other rights and remedies, O&M shall be entitled to a surcharge of 10% on the amounts not paid when due, whether before or after judgement.
- 3.4 O&M reserves the right to vary the sum chargeable with regard to the services provided under this licence, however 1 calendar month's written notice must be given to the Customer.
- 3.5 In the event that a report for a Client cannot be produced or is cancelled by the Client or the Customer, O&M reserves the right to make a charge for any work done for the Client; this charge will not exceed the normal cost of the report provided under the Service.
- 3.6 All sums payable by the Customer to O&M under this licence are exclusive of any applicable value added tax which shall be paid by the Customer at the rate and in the manner from time to time prescribed by law.

RESTRICTIONS ON USE

- 4.1 The licence is NOT transferable to any other legal entity other than the Customer without the written authorisation of O&M.
- 4.2 The Customer shall use the reports produced by the service only for its own business purposes and only in accordance with, and on the terms and conditions set out in this licence.
- 4.3 The Customer must be regulated under the Financial Services and Markets Act 2000 (or replacement legislation) and warrants that it has such skill and judgement required to understand the issues relating to the reports provided under the Service and undertakes at all times to exercise its own judgement in the use of the reports and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.
- 4.4 The Customer is explicitly refused permission to provide reports to other entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary or parent of such an entity, whether a charge is made or otherwise, without the written authority of O&M.

LIABILITY

- 5.1 O&M will use all reasonable care in the compliance of the Service with any regulatory requirements, however it is the duty of the Customer to ensure correct compliance with the rules of the Customer's regulatory body.
- 5.2 O&M will use all reasonable care in the production of reports produced by the Service, however in no event shall O&M, its employees or suppliers, be liable for any loss or damage sustained by the Customer or any third party (except personal injury or death resulting from O&M's negligence) resulting from any defect or error in the reports produced by the Service including (without limitation) loss of, incorrect or spoiled, data or information, loss of profits or contracts or other indirect or consequential loss, whether arising from negligence, breach of the terms of this licence, or howsoever.
- 5.3 The customer will indemnify O&M against any actions, proceedings, claims or demands in any way connected with the supply of reports brought or threatened against O&M by any third party.
- 5.4 In any event the liability of O&M in contract or tort (including negligence or breach of statutory duty) or otherwise arising by reason of the reports supplied shall be limited to the sum of £50 (fifty pounds) in respect of any one report.
- 5.5 Provisions 5.1 to 5.4 are to be construed as separate limitations applying and surviving even if for any reason one or other of them are held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding the termination of this licence

INTELLECTUAL PROPERTY RIGHTS

- 6.1 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 licence shall be construed so as to transfer any intellectual property rights whatever to the Customer. In addition, the Customer shall have no rights in respect of any trade name or trademark of O&M or of the goodwill associated with it.

TECHNICAL SUPPORT

- 7.1 The Customer is entitled to receive technical support from O&M and/or its data suppliers. Technical support will be provided between the hours of 9:00am and 5:30pm Monday to Friday (excluding Public Holidays). Technical Support can be contacted through a variety of means, including fax, email and our website. O&M aims to respond to any written request for technical support within 8 working hours, and will attempt to rectify any problems found as quickly as practicable. Technical support is limited to issues relating to the reports produced under the service.
- 7.2 The entitlement under clause 7.1 is revoked if the Customer has failed to pay all sums owing with regard to the Service issues under this licence.
- 7.3 O&M reserve the right to refuse technical support to a Customer if in O&M's opinion, the support being requested is of a level which the Customer should already understand following the warrant given in clause 4.3.

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CONTACT WITH THE SCHEME ADMINISTRATORS

- 8.1 The Customer shall provide a signed letter of authority from the client, which states that O&M are allowed to contact the scheme administrators directly to gather information relating to the client's benefits.
- 8.2 The Customer acknowledges that no Service will be provided without the authority detailed in clause 8.1 being made available at the time a request for a report is submitted to O&M, or immediately upon a request being made for such an authority from O&M.
- 8.3 Correspondence with the scheme administrators will be maintained in the case file at O&M's offices. If the Customer requires a copy of any correspondence between O&M and the scheme trustees, then this will be available but will be subject to a charge.
- 8.4 The Customer acknowledges that O&M will use its skill & knowledge of pension schemes in the production of reports under the service. Therefore, individual correspondence with the scheme administrators may not cover all of the issues relating to the client if O&M is already aware of that information from contact with the scheme administrators relating to a separate client.

TERMINATION

- 9.1 Upon expiry of the initial period referred to in 13.1, this Licence will continue thereafter, until terminated in writing by the Customer giving at least three months 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 Customer within 24 hours of receipt
- 9.2 O&M can terminate this Licence at any time by providing 3 months notice to the Customer.
- 9.3 Where the Customer (or associated entity) has an outstanding debt to O&M or O&M Life and Pensions Ltd, O&M reserve the right to stop working on any reports for Clients of the Customer immediately, and to refuse to pass any information obtained to the Customer until such debt has been cleared.
- 9.4 The Licence will terminate automatically, and immediately, without notice if the Customer fails to comply with any of its terms and conditions.
- 9.5 Termination of the Licence does not exempt the Customer from the requirement to settle any charges previously incurred in relation to the Services provided under the Licence.

ACKNOWLEDGEMENT

- 10.1 The Customer acknowledges that the terms and conditions of this licence are understood and agrees to be bound by them. The Customer acknowledges that the cost for the Service takes into account the terms on which such Services is provided.
- 10.2 The Customer also agrees that this licence supersedes all prior licenses, arrangements and undertakings and constitutes the entire agreement relating to the provision of the Service.
- 10.3 No addition to or modification of any provision of this licence shall be binding unless made by a written instrument by a Director of O&M.
- 10.4 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.
- 10.5 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.

LAW

- 11.1 This licence shall be governed by English law.
- 11.2 The English Courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this Licence.
- 11.3 Clause 11.2 is for the benefit of O&M only. Accordingly, O&M may bring any proceedings arising out of or in connection with this Licence in any other jurisdiction it may consider appropriate.

HEADINGS

- 12.1 The headings of this licence are for ease of reference only and do not affect its interpretation or construction.

SERVICE DURATION & RETAINER FEE

- 13.1 This Licence is subject to an initial period of 12 months.
- 13.2 Unless terminated under clause 9, this Licence shall automatically renew each anniversary date of registering for the Service for a further 12 month period.
- 13.3 The Customer acknowledges that a retainer fee is payable by the Customer to O&M for the duration of this Licence.
- 13.4 The level of Retainer Fee will be declared in writing by O&M to the Customer upon receipt of a signed Licence from the Customer, with the current level payable by new Customers being declared on O&M's web site.
- 13.5 The level of Retainer Fee will be fixed for a period of 2 years.
- 13.6 After expiry of the period specified in 13.5, the level of Retainer Fee will be reviewed. The revised level of Retainer Fee will not be higher than that available to new Customers. The Customer will receive at least 3 month's notice before implementation of the revised Retainer Fee.
- 13.7 The Customer shall pay all sums owing to O&M with regard to the Retainer Fee issued under this Licence within 30 days of these sums falling due.
- 13.8 Any sum payable to O&M under this Licence 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.
- 13.9 If the Customer terminates the Licence under clause 9.1, 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.