

SERVICE LICENCE

ISSUED BY O&M PENSION SOLUTIONS LTD



Customer Details

Please complete all sections fully.

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

FCA 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
5 Kings Court
Newcomen Way
Colchester
CO4 9RA

Tel: 01206 805405

Email: sales@ompensions.co.uk



TERMS AND CONDITIONS

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DEFINITIONS

- 1.1 "Service" is defined as the O&M Transfer Bureau Service which is further set out in clause 2.1.
- 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.
- 1.6 "Applicable Laws" is defined as (for so long as and to the extent that they apply to O&M) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.
- 1.7 "Domestic UK Law" is defined as any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 1.8 "Data Protection Legislation" is defined as all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation ((EU) 2016/679) and (iii) any other directly applicable European Union regulation relating to privacy.

SCOPE

- 2.1 The Service is designed to produce a detailed report regarding the pension benefits held by an individual, in a pension arrangement with safeguarded benefits, having conducted research with the Scheme Administrators.
- 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 licence 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 www.ompensions.co.uk.
- 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 Subject to clause 12.5, O&M reserves the right to vary the sum chargeable with regard to the services provided under this licence, however 3 calendar months' written notice must be given to the Customer.
- 3.4 If a report for a Client is cancelled by O&M or the Customer, O&M reserves the right to make a charge for any work done. This charge will not exceed the normal cost of the report provided under the Service.
- 3.5 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 Customer shall NOT transfer this licence to any other legal entity without the prior 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) at all times 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 produced under the Service 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 (subject to clause 5.6) 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 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 including the Client.
- 5.4 In any event, but subject to clause 5.6, 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.
- 5.6 Nothing in this licence shall limit or exclude any liability of O&M in respect of personal injury or death which results from O&M's negligence.

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 trade mark of O&M or of the goodwill associated with it.

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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 5:00pm Monday to Friday (excluding English public holidays and any weekdays that the O&M office is closed. Any office closure dates will be notified on O&M's website www.ompensions.co.uk) ("Working Hours"). Technical Support can be contacted through a variety of means, including telephone, fax, email and our website. O&M aims to respond to any request for technical support within 8 Working Hours, and will attempt to rectify any problems found as quickly as practicable.
- 7.2 Technical support is limited to issues relating to the reports produced under the Service and that have been completed in the last 12 months..
- 7.3 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.
- 7.4 O&M reserves 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 warranty given in clause 4.3.

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. Any correspondence with the Scheme Administrators will be provided upon completion of the report.
- 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 12.1, this licence will continue in perpetuity, until terminated in writing by the Customer giving at least 3 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 sent 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, O&M reserves 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 these 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 Service 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.
- 10.2 The Customer acknowledges that the cost for the Service takes into account the terms on which such Services are provided.
- 10.3 This licence and any documents referred to herein constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.4 Except as set out in this licence, no variation of this licence shall be effective unless it is made by a written instrument by a director of O&M.
- 10.5 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.
- 10.6 If any provision in this licence is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this licence that shall remain in full force and effect.

LAW

- 11.1 This licence shall be governed by English law.
- 11.2 Subject to clause 11.1, the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this licence.
- 11.3 O&M may bring any proceedings arising out of or in connection with this licence in any other jurisdiction it may consider appropriate.

SERVICE DURATION & RETAINER FEE

- 12.1 This licence is subject to an initial period of 12 months.
- 12.2 Unless and until terminated under clause 9, this licence shall continue in perpetuity.
- 12.3 The Customer acknowledges that a retainer fee is payable by the Customer to O&M for the duration of this licence.
- 12.4 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 the new Customer being declared on O&M's website www.ompensions.co.uk.
- 12.5 The level of retainer fee will be fixed for a period of 2 years from the date of this licence.
- 12.6 After expiry of the period specified in 12.5, 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 months notice before implementation of the revised retainer fee.
- 12.7 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.
- 12.8 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 plc base rate from time to time.
- 12.9 If the Customer terminates the licence under clause 9.1, no refund will be given for any sums already paid.

DATA PROTECTION & DATA PROCESSING

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation and using terms defined in Data Protection Legislation;
- 13.2.1 the Customer is a data controller for their Client;
- 13.2.2 O&M is a data controller for Customer contact data: and
- 13.2.3 O&M is a data processor for Client data
- 13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to O&M for the duration and purposes of this licence.
- 13.4 Without prejudice to the generality of clause 13.1, O&M shall, in relation to any Personal Data processed in connection with the performance by O&M of its obligations under this licence:
- 13.4.1 process that Personal Data only pursuant to this clause 13 and on the written instructions of the Customer unless O&M is required by Applicable Laws to otherwise process that Personal Data. Where O&M is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, O&M shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit O&M from so notifying the Customer;
- 13.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 13.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 13.4.4 not transfer any Personal Data outside of the European Economic Area;
- 13.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 13.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this licence unless required by Applicable Law to store the Personal Data; and
- 13.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 13.
- 13.5 The Customer consents to O&M appointing contractors as third-party processors of Personal Data under this licence. O&M confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating equivalent training and wording relating to data protection that O&M staff are provided which are substantially similar to those set out in this clause 13. As between the Customer and O&M, O&M shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.
- 13.6 O&M's processing instructions as at the date of this licence are to receive and use the Customer's Personal Data solely for the purpose of carrying out the Service.
- 13.7 The nature and purpose of the data controlling by O&M of the Customer's Personal Data is to organise and process such Personal Data to ensure Client reports are issued appropriately.
- 13.8 The nature and purpose of the data processing by O&M is to organise and process the Client's Personal Data and combine it with software owned by O&M in order to produce a report for the Customer regarding the pension benefits held by the Client in a pension arrangement with safeguarded benefits.
- 13.9 The types of Personal Data which may be controlled and/or processed under this licence includes:
- 13.9.1 Clients' details including without limitation title, name, date of birth, marital status, spouse's date of birth, address, national insurance number, pension scheme reference number, salary, pension values; and
- 13.9.2 Business contact details of the Customer's employees (former and current) and Scheme Administrators;
- 13.10 The categories of Data Subjects to whom the Personal Data might relate are set out in clause 13.9.

GENERAL

- 14.1 The headings of this licence are for ease of reference only and do not affect its interpretation or construction.
- 14.2 Each party acknowledges that in entering into this licence it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this licence. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this licence.
- 14.3 A waiver of any right or remedy under this licence or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this licence or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this licence or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 If any provision or part-provision of this licence 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 licence.
- 14.5 Unless it expressly states otherwise, this licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.