

Licensee Details

To avoid any delay in delivery of your system, please complete all sections fully.

Type Of Business	
Legal Entity Name	THE LEGAL ENTITY NAME IS MANDATORY AND MUST MATCH THE NAME OF THE BANK ACCOUNT HOLDER. Please enter the name of the organisation or individual entering into the agreement with O&M Life & Pensions Limited.
Trading Name <small>Only complete this box if different from the Legal Entity Name</small>	
Address	
FCA Registration Number	
Principal Regulator / Network / Affinity Group	

System Version / Order Details

Please Note: In addition to your standard monthly payment, your first direct debit collection will include a pro-rata amount from the software issue date to the first direct debit collection date and any initial fee payable.

System Version			
Additional Users	@ £20 per month + VAT	Initial Fee £	+ VAT
Monthly Rental £			+ VAT
Software Issue Date	Immediately		On Date

Payment and Term of Licence

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Please Note: Fixed Term Licences will automatically continue as Monthly Rolling Licences at the end of the Initial Term unless 30 days' notice is given to terminate in accordance with the terms and conditions.

Acceptance Of Agreement

I acknowledge that the Licensor's standard terms and conditions (Terms) as well as the terms set out in this order apply to this Licence and I have read, understood and agree to abide by all the Terms. In particular I have read and understood the limitation of liability clause set out in clause 7 of the Terms.

Title	Forenames	Surname
Email Address		
Telephone	Position	
Signed	Date	

Please return to: O&M Systems, 2 Charter Court, Newcomen Way, Severalls Business Park, Colchester, Essex, CO4 9YA

Primary Contact

The primary contact will be used as the main point of contact regarding this licence. If not completed we will use the individual that accepts the rental agreement.

Title	First Name	Surname
Email Address		
Telephone	Position	

User Details

Please provide details of each system user or adviser wishing to use reports from the system. Please ensure that the details provided are clear and legible as they will be used to issue user logins for the system. If more than 9 user licences are required please copy this page. Generic names will not be accepted.

By default, users can only access their own client information. If other system users, for example para planners, need to be able to access or share client information please tick here and we'll contact you to discuss your requirements

1	First Name	Surname
	Email Address	
2	First Name	Surname
	Email Address	
3	First Name	Surname
	Email Address	
4	First Name	Surname
	Email Address	
5	First Name	Surname
	Email Address	
6	First Name	Surname
	Email Address	
7	First Name	Surname
	Email Address	
8	First Name	Surname
	Email Address	
9	First Name	Surname
	Email Address	



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

Instruction to your Bank or Building Society to pay by Direct Debit

O&M Life and Pensions Ltd
2 Charter Court, Newcomen Way
Severalls Business Park
Colchester
Essex CO4 9YA

Originator's Identification Number

6	2	7	6	5	0
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Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

Reference Number (for O&M Use only)

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FOR O&M LIFE AND PENSIONS OFFICIAL USE ONLY
This is not part of the instructions to your Bank or Building Society.

Instructions to your Bank or Building Society
Please pay O&M Life and Pensions 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 Life and Pensions Ltd and, if so, details will be passed electronically to my Bank / Building Society.

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

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 Life and Pensions Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request O&M Life and Pensions 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 Life and Pensions 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 Life and Pensions 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.

O&M Profiler ESP – Software Licence Terms & Conditions April 2018
THE LICENSEE’S ATTENTION IS DRAWN TO CLAUSE 7 – WARRANTY AND
LIMITATION OF LIABILITY

1. DEFINITIONS

- 1.1 “Fixed Term Licence” means a Licence for an initial term as set out in the Order.
- 1.2 “Data Protection Legislation” means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 1.3 “Initial Term” means a period of months as set out in the Order.
- 1.4 “Licensor” is defined as O&M Life and Pensions Ltd.
- 1.5 “Licence” means the licence granted under clause 2.1.
- 1.6 “Licence Fees” are the fees payable by the Licensee to the Licensor for the Licence as set out in the Order or any Licence Amendment Form or otherwise payable under the Terms (including any initial fees).
- 1.7 “Licensee Client Personal Data” means any Personal Data (as defined in the Data Protection Legislation) of the Licensee’s clients (who for the purpose of this agreement and the Data Protection Legislation are the data subjects).
- 1.8 “Licensee” is the person or legal entity whose details are set out in the Order and who has agreed to rent the System on the terms of this Licence.
- 1.9 “Monthly Rolling Licence” means a Licence on a monthly rolling term as set out in the Order.
- 1.10 “Order” is the Licensor’s order form that is signed by the Licensee.
- 1.11 “Product Licence” is defined as the data, analyses, screens, Results, Reports, manuals and other information of any kind that are made available to the Licensee by the Licensor pursuant to this Licence.
- 1.12 “Results” are defined as the data displayed on screen by the System.
- 1.13 “Reports” are defined as any printout generated by/from the System.
- 1.14 “System” is defined as the O&M Profiler software and User Licence(s) which shall be accessed via the Internet.
- 1.15 “User Licence” is defined as a unique login code provided to each individual who requires simultaneous access to the System or wishing to use Results or Reports from the System.
- 1.16 “User” is defined as the individual who is provided with a “User Licence” by the Licensor at the request of the Licensee whose details are set out in the Order or any Licence Amendment Form.
- 1.17 “Terms” means the terms contained in these Terms & Conditions and those set out in the Order or any Licence Amendment Form.

2. SCOPE AND BASIS OF LICENCE

- 2.1 In consideration of payment by the Licensee of the Licence Fees the Licensor grants the Licensee a non-exclusive and non-transferable licence to use the System subject to acceptance of all terms and conditions within this Licence.
- 2.2 The Terms apply to the Licence to the exclusion of any other terms that the Licensee seeks to impose, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Licensor reserves the right to refuse any application for a Licence.
- 2.4 The Licence shall either be a Monthly Rolling Licence or a Fixed Term Licence as set out in the Order.

3. OWNERSHIP

- 3.1 The System remains the property of the Licensor.

4. SYSTEM AVAILABILITY AND DATA PROTECTION

- 4.1 The Licensee acknowledges that whilst the Licensor will endeavour to provide continuous access to the System, certain downtime is unavoidable and may be beyond the control of the Licensor.
- 4.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 4.3 The parties acknowledge that, in respect of any of the Licensee Client Personal Data, for the purposes of the Data Protection Legislation, the Licensee is the data controller and the Licensor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 4.4 The Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Licensee Client Personal Data to the Licensor for the duration and purposes of this Licence.
- 4.5 The Licensor shall, in relation to any Licensee Client Personal Data processed in connection with the performance by the Licensor of its obligations under this agreement:
 - 4.5.1 process that Licensee Client Personal Data only on the instructions of the Licensee and the Licensee hereby instructs the Licensor to process all Licensee Client’s Personal Data provided through its use of the System only to the minimum extent necessary for the purpose of allowing the Licensee the full benefits of the System (i.e. the Licensee Client Personal Data will be processed within the Software to produce results and reports);
 - 4.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Licensee Client Personal Data and against accidental loss or destruction of, or damage to, Licensee Client Personal Data
 - 4.5.3 ensure that all personnel who have access to and/or process Licensee Client Personal Data are obliged to keep such Personal Data confidential;
 - 4.5.4 assist the Licensee, at the Licensee’s cost, in responding to any request from the Licensee’s clients and in ensuring compliance with the Licensee’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 4.5.5 notify the Licensee without undue delay on becoming aware of a Personal Data breach;
 - 4.5.6 at the written direction of the Licensee, delete or return Licensee Client Personal Data and copies thereof to the Licensee on termination of the agreement unless required by applicable law to store such Personal Data;
 - 4.5.7 not transfer any Licensee Client Personal Data outside of the European Economic Area; and
 - 4.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and allow for audits by the Licensee or the Licensee’s designated auditor.
- 4.6 The Licensee does not consent to the Licensor appointing any third party processor of Licensee Client Personal Data under this Licence.
- 4.7 The Licensor shall not transfer to the Licensee (and the Licensor shall not process) any special categories of Personal Data (within the meaning of the Data Protection Legislation).
- 4.8 The Licensee and User acknowledge that the Licensor is entitled to collate certain data from the System, to assist the Licensor in understanding the usage and performance of the System. Only data from the System, specifically excluding the Licensee Client Personal Data, will be collated in other systems of the Licensor. Whilst Licensee specific information will not be disclosed to any third party, the Licensor reserves the right to publish/share information highlighting general trends of usage and performance of the System.
- 4.9 The Licensor shall control and process all Personal Data of the Licensee or User in accordance with its privacy notice, a copy of which can be downloaded here <https://www.omsystems.co.uk/privacy> or supplied upon request.

5. CHARGES

- 5.1 If the Licence is a Monthly Rolling Licence then the Licence Fees shall be charged by direct debit in advance on a monthly basis and all other sums due under the Licence (if any) shall be charged as and when such sums arise.
- 5.2 If the Licence is a Fixed Term Licence then the Licence Fees for the Initial Term shall either be charged by direct debit or be payable by online transfer in accordance with the Order within 30 days of submission of an invoice to the Licensee.
- 5.3 The Licensee may request to vary the number and type of Product and/or User Licences relating to the System at any time in writing.
- 5.4 Any sum payable to the Licensor 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 the Licensor 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 the Bank of England base rate.
- 5.5 The Licensor may vary Licence Fees relating to Monthly Rolling Licences at any time however the Licensor must provide 45 days written notice to the Licensee.
- 5.6 All sums payable under the Licence are payable in advance. If the Licence is terminated in accordance with clause 11 no refund will be given for any sums payable under the Licence.
- 5.7 All sums payable by the Licensee to the Licensor under this Licence are exclusive of any applicable value added tax which shall be paid by the Licensee at the rate and in the manner from time to time prescribed by law.

6. RESTRICTIONS ON USE

- 6.1 The Licence is NOT transferable to any other person or legal entity without the written authorisation of the Licensor.
- 6.2 The Licensee and User shall use the System Results/Reports only for its/their own business purposes and only in accordance with the Terms.
- 6.3 The Licensee and User shall NOT be permitted, unless authority is given by a written instrument by a Director of the Licensor, to:
 - 6.3.1 manipulate the Results from the System, whether by performing calculations or combining it with other data (other than as part of the System);
 - 6.3.2 use any Results / Reports from the System as source material or factual background to create original content for publication;
 - 6.3.3 provide Reports to other entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity, whether a charge is made or otherwise;
 - 6.3.4 provide Reports whereby an introducer’s fee or share of adviser charge is paid to another entity regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity.

- 6.4 The Licensor and Licensee will control access to the System as follows:
 - 6.4.1 Each User, upon initial entry to the System, will be required to acknowledge they have read the terms and conditions of this Licence and agree to abide by them.
 - 6.4.2 The use of User Licences is the responsibility of the Licensee. Use of the System or User Licences (or the transfer of the System or User Licences or making the same available) to or by any person other than a User authorised by the Licensor shall be deemed a material breach of the Licence by the Licensee and the Licensee shall be liable for all losses suffered by the Licensor arising from such unauthorised use.
 - 6.4.3 The Licensor will issue a user name and password for each User Licence rented and generic user names and/or display names will not be permitted. The password can be modified by the User.
 - 6.4.4 Maintenance of user names will be undertaken by the Licensor. The Licensee acknowledges that the Licensor reserves the right to make a charge for maintenance where changes to individual User Licences are made more than once in any 12 month period.
- 6.5 The Licensee shall procure that all of its Users adhere to the Terms and the Licensee shall be directly liable to the Licensor for any losses caused by use or misuse of the System by itself or its Users.

7. WARRANTY AND LIMITATION OF LIABILITY

- 7.1 The Licensor warrants that the System shall, when properly used for the purpose for which it was designed, perform substantially in accordance with descriptions given by the Licensor however the Licensor CANNOT guarantee the accuracy of the System or any Reports/Results derived from the System.
- 7.2 The Licensor shall not in any circumstances whatever be liable to the Licensor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
 - 7.2.1 loss of profits, sales, business, or revenue;
 - 7.2.2 business interruption;
 - 7.2.3 loss of anticipated savings;
 - 7.2.4 loss or corruption of data or information;
 - 7.2.5 loss of business opportunity, goodwill or reputation; or
 - 7.2.6 any indirect or consequential loss or damage.
- 7.3 Other than the losses set out in clause 7.2 (for which the Licensor is not liable), the maximum aggregate liability of the Licensor under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Licence Fees received by the Licensor from the Licensee in the 12 months preceding the date of the event giving rise to a claim. This maximum cap does not apply to death or personal injury resulting from the Licensor’s negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.
- 7.4 This Licence sets out the full extent of the Licensor’s obligations and liabilities to the Licensee. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8. ACKNOWLEDGEMENTS

- 8.1 The System is for use only by legal entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation).
- 8.2 The Licensee and User acknowledge that the use of the System requires the Licensee and User to use its/their own skill and judgement.
- 8.3 The Licensee and User warrant that they have such skill and judgement and undertake at all times to exercise their own judgement in the use of the System and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.
- 8.4 The Licensee and User acknowledge that:
 - 8.4.1 the Licensor does not provide investment advice hereunder and that nothing within the System constitutes investment advice and that the Licensee and User shall not treat any of the System’s content as such;
 - 8.4.2 the Licensor does not recommend any financial product;
 - 8.4.3 the Licensor does not recommend that any financial product should be bought, sold or held by the Licensee, user or its clients;
 - 8.4.4 nothing within the System should be construed as an offer, nor the solicitation of an offer, to buy or sell securities by the Licensor;
 - 8.4.5 nothing within the System is intended to be or to be treated as an inducement or invitation by the Licensor to engage in any kind of investment activity.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The copyright and all intellectual property rights of whatever nature in the System and the selection and arrangement of its content are and shall remain the property of the Licensor or its data suppliers as the case may be and nothing in this Licence shall be construed so as to transfer any intellectual property rights whatsoever to the Licensee or User. In addition, the Licensee and User shall have no rights in respect of any trade name or trade mark of the Licensor, or its data suppliers, or of the goodwill associated with it.

10. TRAINING, CUSTOMISATION AND TECHNICAL SUPPORT

- 10.1 The Licensee is entitled to receive one session of free training at the offices of the Licensor and free web based training for each User. Further training can be arranged, but the Licensor reserves the right to make a charge for this.
- 10.2 The Licensee and User are entitled to receive technical support from the Licensor 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 Christmas / Near Year closure). Technical Support can be contacted through a variety of means, including telephone, fax, email and the Licensor’s website. The Licensor aims to respond to any request for technical support within 4 working hours, and will attempt to rectify any problems found as quickly as practicable.
- 10.3 The entitlement under clauses 10.1 and 10.2 is revoked if the Licensee has failed to pay all sums owing under, or breached any terms of, this Licence.

11. TERM AND TERMINATION

- 11.1 The Term shall commence on the date use of the System is made available to the Licensee and shall continue:
 - 11.1.1 for the Initial Term if the Licence is a Fixed Term Licence and at the end of such term the Licence will become a Monthly Rolling Licence; and
 - 11.1.2 on a rolling monthly basis if the Licence is a Monthly Rolling Licence.
- 11.2 A Monthly Rolling Licence can be terminated by either party giving one month’s written notice to the other party. For the Licensee, the effective date of any notice to the Licensor is the date that the letter or e-mail arrives at the Licensor’s office. Merely posting/sending the notice will not class as instigating the notice period. The Licensor will acknowledge receipt of notice within 24 hours.
- 11.3 A Fixed Term Licence can be terminated by the Licensee giving one month’s written notice to the Licensor but for the avoidance of doubt no Licence Fees will be repayable if a Licence is terminated before the end of the Licence Term.
- 11.4 If a Fixed Term Licence is not terminated prior to the end of the Initial Term and another Fixed Term Licence is not entered into then the Licence will continue as a Monthly Rolling Licence.
- 11.5 The Licensor may terminate this Licence immediately and without notice if the Licensee fails to comply with any of the Terms.
- 11.6 The Licensor has the right to terminate the User Licence assigned to a User without notice if the User fails to comply with any of terms and conditions of this Licence.

12. OTHER IMPORTANT TERMS

- 12.1 The Licensee and User acknowledge that the terms and conditions of this Licence are understood and agree to be bound by them. The Licensee acknowledges that the rent for the System takes into account the terms on which such System is supplied.
- 12.2 The Licensee also agrees that this Licence supersedes all prior licenses, arrangements and undertakings and constitutes the entire agreement relating to the Licence of the System.
- 12.3 No addition to or modification of any provision of this Licence shall be binding unless made by a written instrument by a Director of the Licensor.
- 12.4 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 Licence except those matters which are trivial or obvious or in the public domain other than as a result of a breach of this clause.
- 12.5 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 which shall remain in full force and effect.
- 12.6 The Licensee acknowledges that the Licensor is permitted to refer to the Licensee as a user of the System in communications.

13. LAW

- 13.1 This Licence shall be governed by English law.
- 13.2 The English Courts shall have jurisdiction to settle any disputes which may arise out of or in connection with this Licence.
- 13.3 Clause 13.2 is for the benefit of the Licensor only. Accordingly, the Licensor may bring any proceedings arising out of or in connection with this Licence in any other jurisdiction it may consider appropriate.

14. HEADINGS

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