

Terms and Conditions of Business

OUR TERMS

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your instruction to us for us to provide you with the services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Expert Pension Solutions Limited, a company in England and Wales. Our company registration number is 11306204 and our registered office is at Office 8, Arun Business Centre, Ferry Road, Littlehampton, England, BN17 5DS. VAT Registration number 296 7182 54.

2.2 **How to contact us.** You can contact us by telephoning us on 0345 838 2551 or by writing to us at Admin@eps-actuaries.com or Expert Pension Solutions, Office 8, Arun Business Centre, Ferry Road, Littlehampton, BN17 5DS.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your instruction.** Our acceptance of your instruction will take place when you have sent to us an instruction in writing and we then call or write or email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your instruction.** If we are unable to accept your instruction, we will inform you of this and will not charge you for any of our services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services or because we are unable to meet a delivery deadline you have specified or where your instructions depend on the instructions of another party, we have been unable to obtain those instructions.

3.3 **We only supply services for use within the England and Wales.** Our services are solely provided to customers for use in England and Wales, and we do not accept instructions from customers who live outside the UK.

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4. Your rights to make changes

If you wish to make a change to the services you have instructed us to perform, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, *Your rights to end the contract*).

5. Our rights to make changes

5.1 Minor changes to the services. We may change the services:

- a) to reflect changes in relevant laws and regulatory requirements; and
- b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

5.2 More significant changes to the services and these terms. We may have to make significant changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

6. Providing the services

6.1 When we will provide the services. We will supply the services to you until either the services are completed or when you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control, such as due to an act or omission by a third party on which the supply of services depends, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.3 When you own the final report arising from the services. You own any final documents developed by us as part of the services, such as the final pension valuation reports, once we have received payment in full. However, any use of our trademarks or any other form of intellectual property owned by us or another third party which may be in those final documents shall not be assigned to you and you shall not have the right to copy or duplicate such intellectual property.

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- 6.4 **What will happen if you do not give required information to us.** We may need certain information or permissions from you so that we can supply the services to you, for example, details of your pension providers and pension policy details. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.5 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a services to:
- a) deal with technical problems or make minor technical changes; or
 - b) update the services to reflect changes in relevant laws and regulatory requirements; or
 - c) make changes to the services as requested by you or notified by us to you (see clause 5).
- 6.6 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 10 days in any 28 day period we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days in any 28 day period and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.
- 6.7 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 9) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.5). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.4).
7. **Your rights to end the contract**
- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

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- a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), **see** clause 10;
- b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
- c) **If you have just changed your mind about the services, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- d) **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.4 OR clause 8.

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- b) we have told you about an error in the price or description of the services you have instructed us to perform and you do not wish to proceed;
- c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 10 days; or
- e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 6.3).

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services you have a legal right to change your mind within 14 days from the date we accepted your instructions and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. You do not have a right to change your mind once the services have been completed, even if the cancellation period is still running. If you cancel after we have started (but not completed) the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.4 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A

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contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- a) **Phone or email.** Call on 0345 838 2551 or email us at admin@eps-actuaries.com.
- b) **By post.** Write to us at Expert Pension Solutions, Office 8, Arun Business Centre, Ferry Road, Littlehampton, BN17 5DS including.

8.2 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for the services at any time by writing to you if:

- a) you do not make any payment to us when it is due, and you still do not make payment within 10 days of us reminding you that payment is due;
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, details of your pension provider or permission to ask the pension company for your pension policy details;
- c) you do not, within a reasonable time, allow us to deliver the services to you; or
- d) where your instruction depends on information, permissions or instructions being provided to us by another party and that party ends their contract or fails to provide us with the required information which means we are unable to provide the services to you.

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- e) If you appoint a solicitor to deal with this instruction instead.
- f) The data we need to fulfil this instruction is not available.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

10. If there is a problem with the services

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone us on 0345 838 2551 or write to us at admin@eps-actuaries.com or Expert Pension Solutions, Unit 8, Arun Business Centre, Ferry Road, Littlehampton, BN17 5DS.

10.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

For example, when providing a service, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.3.

11. Price and payment

11.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price as told to you prior to you instructing us. We take all reasonable care to ensure that

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the price of the services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the services.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your instruction date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your instruction so that, where the service's correct price at your instruction date is less than our stated price at your instruction date, we will charge the lower amount. If the service's correct price at your instruction date is higher than the price stated to you, we will contact you for your instructions before we accept your instruction. If we accept and process your instruction where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

When you must pay and how you must pay. We accept payment by cheque or by bank transfer payments to our bank account (please see our invoice). When you must pay depends on what services you are buying You must make an advance payment before we start providing the services. We will invoice you for any balance of the price of the services when we have completed them. You must pay each invoice within 14 calendar days after the date of the invoice.

11.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our responsibility for loss or damage suffered by you

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

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- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 12.3 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business purposes or for re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
13. **How we may use your personal information**
- How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website www.eps-actuaries.com, under “legal” at the foot of the homepage.
14. **Other important terms**
- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 14.2 **Third party rights** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except where we have agreed to this in writing. Neither of us will need to get the agreement of any other person in instruction to end the contract or make any changes to these terms.
- 14.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

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- 14.6 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint regarding our actuaries' professional standards or conducts, you can submit a complaint to the Institute and Faculty of Actuaries via their website at <https://www.actuaries.org.uk/upholding-standards/complaints-and-disciplinary-process>. In addition, please note that all other disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.