

# **Friends of Pension Quality Mark**

## **Terms and Conditions (T&C)**

### **1. Definitions**

**Brand Guidelines:** Our guidelines for use of the Friends of Pension Quality Mark are enclosed with the Terms and Conditions.

**Commencement Date:** The date of the Covering Letter.

**Covering Letter:** The covering letter agreeing to license the Friend of Pension Quality Mark to you.

**Friend of Pension Quality Mark:** The Trade Mark.

**Regulator:** The Pensions Regulator, The Financial Services Authority, Her Majesty's Revenue and Customs or any other regulatory authority.

**Renewal Date:** Twelve months from the Commencement Date in each year.

**Territory:** The United Kingdom of Great Britain and Northern Ireland.

**Trade Mark:** The unregistered mark, Friend of Pension Quality Mark, which is to be used as set out in the Brand Guidelines.

**Us and We:** Pension Quality Mark Limited, Company Number: 6917325  
Registered Office: Cheapside House, 138 Cheapside, London EC2V 6AE

**Website:** [www.pensionqualitymark.org.uk](http://www.pensionqualitymark.org.uk)

**You:** The Licensee of the Friend of Pension Quality Mark.

### **2. Commencement and Duration**

The T&C will come into force on the Commencement Date and, subject to earlier termination (clause 6), will continue in force until the Renewal Date.

### **3. Licence**

We have exclusive rights in the Friend of Pension Quality Mark. Based on our assessment of your commitment to Your Obligations, we grant you a non-exclusive licence to use the Friend of Pension Quality Mark in the Territory in connection with the Pension Quality Mark, subject to the provisions of these T&C.

### **4. Your Obligations**

#### **4.1 You will:**

4.1.1 Explain and promote PQM in the relevant literature and communications provided to employers and schemes.

4.1.2 Promote PQM to employers and schemes at relevant events and in relevant presentations.

4.1.3 Help clients get information about PQM, understand whether they meet the standards, and to make applications.

- 4.1.4 Maintain regular contact with the PQM Executive about PQM issues.
- 4.1.5 Champion the PQM scheme and PQM standards publicly and use the Friend of PQM logo on all relevant material.
- 4.2 You will abide by the Brand Guidelines at all times.
- 4.3 You will agree the wording of any press release relating to Friend of Pension Quality Mark with us prior to issue.
- 4.4 You will provide us with copies of any literature and communications you produce related to Friend of Pension Quality Mark.
- 4.5 You will advise us immediately if for any reason you are no longer able to abide by any part of these T&C.
- 4.6 You will immediately advise us if a Regulator takes any sanction against you, regarding any area of your work which is related to these T&C.
- 4.7 You recognise that we own the Friend of Pension Quality Mark and all goodwill that you may create in it will also belong to us.
- 4.8 You can use the Friend of Pension Quality Mark but you cannot allow anyone else to use it.
- 4.9 You will do nothing to damage our rights in the Friend of Pension Quality Mark.

## **5. Indemnity**

You will indemnify us against all claims, liabilities and expenses arising out of your activities under these Terms and Conditions.

## **6. Termination**

- 6.1 We may terminate this licence immediately by giving written notice to you if:
  - 6.1.1 in our sole opinion you become or are likely to become insolvent; or
  - 6.1.2 you suffer a change of control which, in our sole opinion, materially affects your ability to continue to abide by any part of the T&C; or
  - 6.1.3 you are subject to any sanction or criticism from a Regulator; or
  - 6.1.4 you fail to keep the obligations set out in section 4 of the T&C.
- 6.2 We may terminate this licence at any time by giving three months' written notice ending on the next Renewal Date, without having to give any reason.
- 6.3 You may terminate this agreement on 30 days' written notice.

## **7. Variation**

No variation of this licence will be effective unless it is in writing and signed by each of us.

**8. Confidentiality**

We are permitted to include your name and logo as a Friend of the Pension Quality Mark in all printed or digital media relating to Pension Quality Mark. All other information exchanged as a result of this licence shall remain confidential between the parties unless it is already in the public domain.

**9. Governing law and jurisdiction**

This licence will be governed by the law of England and Wales.

Signed by Licensee in acceptance:

Name in capitals:

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For and on behalf of :

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Name of Licensee (company name)

Date: .....

**Please complete the following contact information:**

**Contact Name:** .....

**Contact E-mail:** .....

**Contact Tel. No.:** .....

**Company Name:** .....

**Company Address:** .....

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