

# Non-Regulated Referrer Terms of Business

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## 1. Definitions

**Aviva:** means Aviva plc or any company within the Aviva group of companies.

**Client:** means a person or company introduced to Aviva by the Referrer with that person or company purchasing products and services from Aviva and becoming a direct client of Aviva.

**FCA:** Financial Conduct Authority.

**FSMA:** Financial Services and Markets Act 2000 and any successor legislation.

**Referrer:** The non-regulated firm or individual who has introduced a Client to Aviva.

**MLG:** Money laundering guidance, rules, requirement relating to the prevention of money laundering activities which may be issued by the FCA, any designated professional body, the Joint Money Laundering Steering Group or the law from time to time as applicable to the parties.

**Terms:** These Non Regulated Referrer terms of business, or any other applicable terms and conditions, such as the terms of use of the Workplace Pension Portal [mybusiness.aviva.co.uk/MyBusiness/Public/TermsofUse](http://mybusiness.aviva.co.uk/MyBusiness/Public/TermsofUse) if your application is made on line.

2. These apply when the Referrer introduces a Client to Aviva. The Referrer is required to complete an application form ([link to application form](#)) which forms a part of these Terms. Where the Referrer is providing bulk referrals then the Referrer is subject to the Bulk Referral Terms and Conditions ([insert link](#)) set out in Appendix 1 which will also form a part of these Terms as applicable.

3. The Referrer will carry out its own due diligence and check that the Client has received the necessary financial advice as appropriate or refer the Client to an adviser as necessary.

4. The Referrer will provide the client with all the necessary information and seek all necessary consents and authorisations, in the event of the referrer will be submitting an application on behalf of the client.

5. The Referrer is independent of Aviva and will not receive any remuneration for the introduction of the Client. The Referrer waives any claim to any commission, fee or any other payment arising unless specifically agreed otherwise with Aviva.

6. The Referrer confirms that the Referrer is an exempt person in relation to being authorised by the FCA and the Referrer will not carry out any activities that would constitute a regulated activity under Article 25 of FSMA when or after referring a Client to Aviva.

7. Where the Referrer is required to be registered with a delegated professional Aviva will require proof of such registration. Aviva assumes that the Referrer is registered in compliance. Aviva has no obligation to ensure that the Referrer is in compliance with any rule or requirement of the Referrer's delegated professional body as applicable and the Referrer does not have any obligation to ensure that Aviva are in compliance with any requirement of the FCA or FSMA. In the event the Referrer is unregistered or falls out of compliance, it will immediately notify Aviva.

8. Both parties shall both act in accordance with the laws of England and Wales and any other laws that may be applicable to either party.

9. Both parties shall fulfil their responsibilities in respect of MLG.

10. In order to constitute an introduction in accordance with these Terms, all introductions made by the Referrer shall be made with the prior consent of the Client, ensuring all relevant consents and notification under the law have been obtained and then sent to Aviva in writing (which includes emails).

11. Aviva have complete and full discretion whether to accept or reject the Applicant as a customer but in all cases will notify the Referrer of the decision.

12. The Referrer is not obliged to introduce the Applicant to Aviva unless in the Referrer's view it is appropriate to do so. Nothing in these Terms shall prevent either party from rendering any services similar to those contemplated by these Terms to any other person carrying on business similar to or in competition with either of the party.

13. In making an introduction, or at any time thereafter, the Referrer's shall not act or represent itself as Aviva's agent.

14. These terms shall come into effect upon acceptance by the Referrer and shall continue unless terminated by either party giving 14 days notice to the other party or immediately by Aviva upon a finding by a regulatory authority that there has been a breach of any regulatory or other duties in relation to these Terms.
15. Termination of these Terms shall not affect the continuity of the relationship between Aviva and the Client. In the event the Client terminates any business relationship with Aviva, Aviva is not precluded from the Client being introduced by another Referrer.
16. Both parties agree to protect the confidentiality of any information that has been acquired or is accessible in consequence of these Terms unless that confidential information is in the public domain or has been acquired without breaching any confidentiality obligations.
17. Neither party shall use or make use of the other's name of any of its trademarks, service marks, logos, designs or other proprietary designations without first obtaining the other's written consent.
18. Neither party shall assign, subcontract, delegate or vary these Terms without the other party's consent, which shall not be withheld unreasonably.
19. These Terms shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference which may arise hereunder.

Signed on behalf of the Referrer

Director

Date

Signed on behalf of Aviva

Director

Date

