



EMPLOYER AUTOMATIC ENROLMENT

Terms and Conditions using Royal London's Automatic
Enrolment System for Occupational Pension Schemes

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INTRODUCTION

This agreement (“**Agreement**”) sets out the terms and conditions of **Royal London’s Automatic Enrolment** systems and is between _____

(“**you**”) and The Royal London Mutual Insurance Society Limited, having its Registered Office at 55 Gracechurch Street, London EC3V 0RL (“**Royal London**”).

This **Agreement** forms part of your **Employer Application** and by your signature of the **Employer Application** you accept the terms of this **Agreement** which establish the basis on which **Royal London** will make available its **Automatic Enrolment** services (“the **Services**”) to you, and the obligations which both you and **Royal London** will have with regard to your use of the **Services**.

At the end of this **Agreement**, Schedule 2 includes a list of definitions that explain the meaning of the words or phrases that have particular definitions in the **Agreement** or are technical in nature. These words and phrases are shown in **bold** throughout the **Agreement**.

The terms of this **Agreement** can also be found on our website at employer.royallondon.com

THE AGREEMENT

1. **Provision of the services**

1.1 **Royal London** will make the **Services** available to you and **Group Members** and you agree that **Royal London** may work with, and take instructions from your appointed **Advisers** or from any other third party authorised by you (including but not limited to any payroll provider or benefit platform) in order to do so. You agree that the **Services** do not include the provision of advice of any kind to any party (and in particular, the **Services** do not include legal and/or financial advice).

1.2 Where an obligation which is expressed as your obligation under the terms of this **Agreement** is in fact an obligation of a **Group Member** or where an obligation falls on a **Group Member** under this **Agreement** or the **Pensions Act** (or regulations made thereunder), you shall:

1.2.1 comply with that obligation as though it fell upon you for the purposes of this **Agreement**; or

1.2.2 procure that the relevant **Group Member** complies with the obligation as though it were bound by the terms of this **Agreement**.

2. **Role of the trustee**

2.1 You warrant and represent that you:

2.1.1 have brought the terms of this **Agreement** to the attention of the **Trustee**; and

2.1.2 have received written confirmation from the **Trustee** that it will conduct itself as though it were bound by the terms of this **Agreement**: and

2.1.3 have arranged with the **Trustee** any authority or delegation needed for either party to perform the functions and obligations of the other under this **Agreement**.

- 2.2 Where an obligation falls on the **Trustee** under the terms of this **Agreement** or the **Pensions Act** (or regulations made thereunder), you shall:
- 2.2.1 comply with that obligation as though it fell upon you for the purposes of this **Agreement**; or
- 2.2.2 use all reasonable endeavours to procure that the **Trustee** conducts itself as though it were bound by the terms of this **Agreement**.
- 3. Provision of information**
- 3.1 To allow **Royal London** to make the **Services** available, you will determine the identity of your **Workers** and provide **Royal London** with all **Worker** data, information and assistance relevant to the **Scheme** and the provision of the **Services**. Data and information provided by you will be accurate, complete and up to date in all material respects. It will be your responsibility to trace any missing data items.
- 3.2 You will provide all such information requested by **Royal London** within reasonable timescales and in a medium and format approved by **Royal London**.
- 3.3 You will comply with your obligations under **Data Protection Legislation** in respect of your **Workers' Personal Data** for which you are a data controller when providing information to **Royal London**. You will only provide us with your **Workers' Personal Data** where you have a **Lawful Basis** for doing so. If we share information with you about your **Workers**, for example to help you run your **Scheme** and meet your obligations under the **Automatic Enrolment Regulations**, you will treat that data with due care and only use it for data processing activities for which you have a **Lawful Basis**.
- 4. Charges**
- 4.1 Subject to the terms of this **Agreement**, there are currently no specific charges to cover the cost of the **Services**.
- 4.2 **Royal London** does, however, reserve the right to apply or increase charges after giving you six months' written notice.
- 4.3 In addition, **Royal London** reserves the right to charge for all costs and expenses it reasonably incurs as a direct or indirect consequence of any erroneous or incomplete information provided to it in relation to the provision of the **Services**.
- 4.4 You acknowledge that any non-standard services that you request and **Royal London** agrees to provide will be subject to such charges as **Royal London** may determine and agree with you from time to time.
- 5. The services**
- 5.1 **Royal London** shall provide the **Services** as described in, and subject to the terms of, Schedule 1 to this **Agreement**. The **Services** shall only be provided in relation to the **Scheme** and membership or potential membership of the **Scheme**.
- 6. The scheme**
- 6.1 You have satisfied yourself that the **Scheme** is an occupational pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004 and that in relation to each **Jobholder** the **Scheme** satisfies the relevant quality requirement under the **Pensions Act**.
- 6.2 Where you intend to use the **Scheme** as an automatic enrolment scheme (as defined in the **Pensions Act**) you confirm that you and the **Trustee** (as appropriate) have made any amendments required to enable this.
- 6.3 Where you intend to use the **Scheme** as a **Qualifying Scheme** you confirm that you and the **Trustee** (as appropriate) have made any amendments required to enable this.
- 7. Changing the services and the agreement**
- 7.1 **Royal London** may make changes to the **Services**:
- 7.1.1 as a consequence of a change in the law and/or regulatory regime governing pension arrangements or a change which is generally applicable to a business in the UK; and
- 7.1.2 where there is no cost or material impact to you.
- 7.2 In addition, the terms of this **Agreement** may be varied by agreement in writing between you and **Royal London**.

8. Liability

- 8.1 The aggregate liability of **Royal London** to you and any **Group Member** and the **Trustee** in respect of all claims arising out of or in connection with this **Agreement** (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) shall not exceed the **Capped Amount** (or the **Capped Adjusted Amount** as appropriate) or, if less, the sum of any:
- 8.1.1 interest at a rate of 3% per annum above the Bank of England's base lending rate from time to time on uncollected contributions by or in respect of a **Worker** which cannot be paid or collected (as appropriate) because of a failure in the systems operated by **Royal London** accruing in the period from the Plan start date (as recorded in the employer application to which this **Agreement** relates) to the actual date of payment or collection (as appropriate);
 - 8.1.2 fines and penalties of HMRC or the Pensions Regulator incurred by you and any **Group Member** which are directly due to a failure by **Royal London** to comply with its obligations under this **Agreement** other than fines and penalties referred to in Clause 8.2.3; and
 - 8.1.3 reasonable direct costs incurred by you, and any **Group Member** and the **Trustee** (and evidenced with receipts or similar) to remedy and respond to any failure by **Royal London** to meet its obligations under this **Agreement**.
- 8.2 **Royal London** shall not be liable to you, any **Group Member** or the **Trustee** for:
- 8.2.1 any indirect or consequential loss, damages or costs;
 - 8.2.2 any losses (of whatsoever nature) arising directly or indirectly from or relating to:
 - (a) materials, data or information provided to **Royal London** by you or by a third party on your behalf (including without limitation the **Trustee**);
 - (b) the choice of and ongoing suitability of the **Royal London** default investment strategy in relation to any **Member**;
 - (c) the variation (or purported variation) of **Workers'** employment contracts (including but not limited to variation for the purposes of adjusting contribution levels or **Salary Exchange**) and administration of the **Scheme** and/or the **Services** as a consequence of the variation (or purported variation); and
 - (d) any penalties imposed on you (or any **Group Member**) by HMRC in respect of unauthorised payments; and
 - 8.2.3 any fines or penalties of The Pensions Regulator arising directly or indirectly from or relating to any failure by you (or any **Group Member**) to comply with or act in accordance with the employer duties as described in chapter 1 of the **Pensions Act**;
 - 8.2.4 any act or omission of the **Trustee**; and
 - 8.2.5 any losses, costs or damages (of whatsoever nature) arising out of or in connection with this **Agreement** which are not set out in Clauses 8.1.1 to 8.1.3.
- 8.3 Nothing in this **Agreement** will exclude, limit or restrict **Royal London's** liability for death or personal injury resulting from its negligence or any other matter in respect of which liability cannot by applicable law be limited.
- 8.4 Neither you (nor any **Group Member**) nor **Royal London** shall be liable or have any responsibility for any failure, interruption or delay in performance of its obligations under this **Agreement** resulting from breakdown, failure or malfunction of any telecommunications or computer service or system outside its control or from any other event or circumstances outside its reasonable control.
- 8.5 You (and any **Group Member**) and the **Trustee** and **Royal London** shall take all reasonable steps to mitigate any losses, damages or costs incurred as a result of or in connection with this **Agreement**.

9. Termination

- 9.1 The **Services** shall terminate immediately in the event that the **Scheme** is no longer used or provided by you (or **Royal London** as appropriate) or contributions cease to be payable to **Royal London** in respect of the **Scheme**.

- 9.2 Either you or **Royal London** may bring the terms of this **Agreement** to an end by giving the other 6 months' written notice at any time.
- 9.3 This **Agreement** may be terminated with immediate effect by either party giving the other written notice at any time if the other party is in material breach of any of its obligations under this **Agreement** and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach.
- 9.4 Termination will be without prejudice to the settlement of any outstanding fees and completion of transactions already initiated. The termination or expiry of this **Agreement** (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of this **Agreement** which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.
- 9.5 Notices or information given by an electronic medium or in writing will be deemed received on the **Business Day** following the day of actual receipt.
- 9.6 Following termination of this **Agreement**, if (no later than 90 days following termination) **Royal London** receives a written request from you to make available a copy of the **Worker** data, **Royal London** shall return the **Worker** data to you in a medium and format used by **Royal London** subject to the application of an appropriate charge. **Royal London** may retain a copy of the **Worker** data following termination for administration and compliance purposes and to comply with its legal and regulatory requirements.
- 10. Data protection**
- 10.1 In this Clause 10, the terms **Personal Data**, Data Protection Impact Assessment, Data Controller, Processing and Data Processor, have the meanings given to them in the **Data Protection Legislation**. You acknowledge that the factual arrangement between you and **Royal London** dictates the role of each party in respect of the **Data Protection Legislation**.
- 10.2 To the extent that **Royal London** is acting as a Data Controller in relation to the Processing of the **Personal Data** (ie for regulatory reporting and administration of the **Scheme** following the **Automatic Enrolment Date**) that it is carrying out under this **Agreement** it shall Process such **Personal Data** in accordance with the **Data Protection Legislation**.
- 10.3 To the extent that **Royal London** is acting as a Data Processor on your (or any Group Member's) behalf in relation to the Processing of **Personal Data** that it is carrying out under this **Agreement**, **Royal London** shall:
- 10.3.1 comply with the obligations imposed upon a Processor by the **Data Protection Legislation**;
- 10.3.2 maintain technical and organisational security measures to prevent unauthorised or unlawful access to, interception and/or processing of the **Personal Data** and to prevent accidental loss or destruction of, or damage to the **Personal Data** to ensure a level of security appropriate to the risk of the Processing of the **Personal Data**;
- 10.3.3 only Process **Personal Data** for and on behalf of you for the purpose of performing the Services and in accordance with this **Agreement** (and where necessary only on documented instructions from you to ensure compliance with the **Data Protection Legislation**);
- 10.3.4 in relation to personnel who may be required by **Royal London** to assist it in meeting its obligations under this **Agreement**, ensure that such personnel shall have entered into appropriate contractually-binding confidentiality undertakings;
- 10.3.5 allow you to audit **Royal London's** compliance with the requirements of this Clause 10.3 on reasonable notice and/or, at your option on request to provide you with evidence of its compliance with such requirements;
- 10.3.6 without undue delay, notify you about any actual or suspected **Personal Data Breach** and implement any measures necessary to restore the security of compromised **Personal Data**;
- 10.3.7 provide, to the extent reasonably practicable and at your cost, such assistance to you as you may reasonably require, to allow you to:
- (a) comply with any actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the **Data Protection Legislation** ('**Data Subject Request**') or correspondence or

communication (whether written or verbal) from the ICO in relation to the Processing of the **Personal Data** ('**ICO Correspondence**') (whereby such assistance shall include not disclosing any **Personal Data** in response to any **Data Subject Requests** or **ICO Correspondence** without first consulting with, and obtaining the consent from **you**);

- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing of the **Personal Data**;
- (c) notify the ICO of a **Personal Data Breach** involving the **Personal Data**;
- (d) notify the affected **Data Subjects** of the **Personal Data Breach**; and
- (e) conduct a **Data Protection Impact Assessment** regarding the Processing of the **Personal Data**;

10.3.8 unless prohibited by law, notify **you** without undue delay, after having become aware of the same if, in its opinion:

- (a) it is required by applicable laws to act other than in accordance with your instructions referred to in Clause 10.3.3; or
- (b) your instructions referred to in Clause 10.3.3 infringe the **Data Protection Legislation**,

and, following the issue of such notice in accordance with this Clause 10.3.8, **Royal London** shall be entitled to relief from any liability in circumstances where it has failed to follow your instructions that are the subject of, or which relate to, such notice;

10.3.9 retain the specific **Personal Data** defined below for the specific periods, as follows:

- (a) **Workers** that have been assessed but do not join the Scheme – 7 years
- (b) **Opt In Notices** – 7 years
- (c) **Opt Out Notices** – 7 years

10.3.10 without prejudice to the generality of Clause 9 **Termination**, on termination of this **Agreement**, howsoever caused, **Royal London** shall, within a timescale mutually agreed between the parties of the effective date of termination, cease Processing the **Personal Data** and, at your option or direction, arrange for the prompt and safe return and/or secure and permanent destruction of all **Personal Data** such that it is put beyond use, together with all copies in its possession or control and, where requested by you, certify that such destruction has taken place (save that **Royal London** shall be permitted to retain the **Personal Data** to the extent required by applicable law or regulatory requirement, or for the purposes of actual or prospective legal claims).

10.4 **You** hereby grant **Royal London** a general authorisation to sub-contract the performance of its role as Processor. Where **Royal London** intends to make any additions to any sub-Processors, it shall notify **you** of any such intended changes, and if **you** have any objections to such changes, **you** shall notify **Royal London** of your objections within thirty (30) days of receipt of such notice. **Royal London** shall ensure that the sub-Processor contract (as it relates to the Processing of **Personal Data**) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this Clause 10.3 and will ensure the sub-Processor will provide sufficient guarantees that the organisational and technical measures are implemented appropriate in order to ensure compliance with the **Data Protection Legislation**. Notwithstanding any consent or approval given by **you** under this Clause 10.4, **Royal London** shall remain primarily liable to **you** for the acts, errors and omissions of any sub-Processor to whom it discloses **Personal Data**, and shall be responsible to **you** for the acts, errors and omissions of such sub-Processor as if they were its own acts, errors and omissions to the extent that **Royal London** would be liable to **you** under this **Agreement** for those acts, errors and omissions.

10.5 **Royal London** further agrees that in order to ensure the efficient running of the service, it may share the information provided by you with other Processors or Controllers who provide assistance and who may be outside the European Economic Area. In this event **Royal London** is bound:

- 10.5.1 by its obligations under the **Data Protection Legislation** to ensure your information is adequately protected; and
- 10.5.2 to use all reasonable endeavours to assist you to comply with the obligations imposed on you by the **Data Protection Legislation**.
- 10.6 **You** warrant that all **Personal Data** provided to **Royal London** by or on your behalf has been collected fairly and lawfully so as to enable the Processing of **Personal Data** by **Royal London** in compliance with this **Agreement** and all legal and regulatory requirements.
- 10.7 For further information and any matters in relation to the data protection terms and your obligations under this **Agreement**, please contact us using the details below:
- Data Protection Officer,
Royal London,
Royal London House,
Alderley Road,
Wilmslow,
Cheshire,
SK9 1PF.
Email: GDPR@royallondon.com.
- 11. Legal requirements**
- 11.1 **Royal London** will use reasonable endeavours to keep confidential information relating to the **Scheme** and the **Members** secure and to prevent any unauthorised or illegal use, publication or disclosure of such information or unauthorised or illegal access to such information.
- 11.2 **You** agree that **Royal London** can use your name, the name of the **Scheme** and any relevant logo in any documents or other communications it sends to **Members** in relation to the **Scheme** and in any communications materials it provides to **you** provided that **you** have previously approved such documents or other communications.
- 11.3 **You** shall indemnify **Royal London** and keep **Royal London** indemnified against all losses (of whatsoever nature) which it may incur in connection with or arising from the transfer or alleged transfer of the employment (or any liabilities relating to the employment) of any person to **Royal London** under the **Transfer Regulations** in connection with or arising out of: (i) the employment of that person; (ii) their dismissal; and/or (iii) any claim or demand of any nature brought by or on behalf of that person against **Royal London**.
- 11.4 **You** shall indemnify **Royal London** and keep **Royal London** indemnified against all liabilities which it may incur connected with or arising from your (or any **Group Member's**) contravention of the employer duties under Chapter 1 of the **Pensions Act** (except where such contravention is a direct consequence of an act or omission by **Royal London**), any breach by **you** (or any **Group Member**) of the mutual obligation of trust and confidence with your (or any **Group Member's**) **Workers**, any breach of a **Worker's** Contract of Employment (or variation of such Contract of Employment) and any liability for tax (whether of **you**, any **Group Member**, **Worker** or otherwise) associated with the enrolment of a **Worker** into the **Scheme**.
- 11.5 **You** may delegate some or all of your powers, obligations and duties under this **Agreement** to any organisation or individual engaged by **you**. **You** must provide details of any such delegation in writing or in such other form as may be acceptable to **Royal London** and contact details (including email addresses and telephone numbers) for any person to whom powers, obligations and duties have been so delegated.
- 11.6 In relation to the **Scheme**, **Royal London** will maintain standard records in accordance with applicable requirements and as shall be notified to **you** from time to time.
- 11.7 This **Agreement** will be subject to English law and the English Courts will have exclusive jurisdiction to settle any disputes or claims which may arise under it.

- 11.8 A **Group Member** may enforce the terms of this **Agreement** subject to and in accordance with the provisions of this Clause 11.8 and 11.9 and the provisions of the Contracts (Rights of Third Parties) Act 1999 provided that:
- 11.8.1 any claim or action by a **Group Member** against **Royal London** shall be brought by **you** only as signatory to this **Agreement** and not by a **Group Member**
- 11.8.2 **Royal London's** liability for any losses suffered by **you** or a **Group Member** shall be subject to the limitations and exclusions of liability set out in this **Agreement**
- 11.8.3 **you** shall be liable for all acts and/or omissions of a **Group Member** or the **Trustee**.
- 11.9 Except as provided in Clause 11.8, neither **you** nor **Royal London** intend that any term of the **Agreement** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to it.
- 11.10 Notwithstanding Clause 11.8, it is expressly agreed that the parties may by agreement rescind, vary or terminate this **Agreement** or any term of this **Agreement** without the consent of any person who has the right to enforce this **Agreement** or the term in question, notwithstanding that such rescission, variation or termination may extinguish or alter that person's entitlement under that right.

SCHEDULE 1 – THE SERVICES

1. Postponement

- 1.1 If **you** direct **Royal London** to do so, it shall issue to any **Worker** identified by **you** a notice under Section 4 of the **Pensions Act** by email (unless otherwise agreed with **you**), to notify the **Worker** that **you** intend to postpone **Automatic Enrolment** for the **Worker** until a date specified in the notice.
- 1.2 In the case of each **Worker**, where **you** have provided **Royal London** with the **Payroll Data** within such reasonable timescales as **Royal London** may specify, **Royal London** shall issue a notice containing the information referred to in paragraph 1.1 of this Schedule within six weeks of the **Assessment Date**.

2. Assessing your workforce

- 2.1 Except where paragraph 2.7 of this Schedule applies **Royal London** shall undertake an assessment of your **Workers** based on **Payroll Data** and other **Worker** data required by it and which must be provided by **you** to identify **Eligible Jobholders**. **You** must provide the data under this paragraph 2.1 within such reasonable timescales as **Royal London** may specify.
- 2.2 **You** acknowledge that, for the purposes of the eligibility assessment described in paragraph 2.1 of this Schedule, **you** are responsible for:
- 2.2.1 the **Payroll Data** and other **Worker** data which **Royal London** requires and on which the eligibility assessment is based and ensuring that it is accurate, complete and up to date;
- 2.2.2 any factor which may assist in identifying **Eligible Jobholders** other than **Payroll Data** (such as whether the **Worker** is working or ordinarily working in the UK); and
- 2.2.3 details of any **Workers** for whom the **Automatic Enrolment** requirements are met elsewhere - but specifically flagged so that they can be excluded from the **Services**.

- 2.3 Subject to clauses paragraphs 2.6 and 2.7 of this Schedule and provided that **you** comply with the terms of this **Agreement**, **Royal London** acknowledges that, for the purposes of the eligibility assessment described at paragraph 2.1 of this Schedule, it is responsible for determining the date of the eligibility assessment.
- 2.4 Where the population of **Workers** to be assessed under paragraph 2.1 of this Schedule includes any individual who is not resident in the UK, **you** shall flag their residency status in any information provided to **Royal London**.
- 2.5 **You** will also flag any **Worker** who is already a **Member** of the **Scheme** or who is a member of any other scheme and confirm whether or not such other scheme is a **Qualifying Scheme** for the purposes of paragraph 2.2.3 of this Schedule.
- 2.6 **Royal London** will assess **Workers** for eligibility in accordance with the re-enrolment terms of the **Pensions Act** and **Automatic Enrolment Regulations** in relation to any **Triennial Re-enrolment**.
- 2.7 In relation to any **Immediate Re-enrolment** you will confirm the population of **Workers** to be enrolled into the **Scheme** and (unless we agree with you otherwise) such population will be treated in the same way as **Eligible Jobholders** for the purposes of Section 3. You will notify us of the **Automatic Enrolment Date** for such **Workers** and assessment obligations in relation to your **Workers** arising under Section 2 will commence as **Royal London** shall agree with you on or after that date.

3. Achieving active membership

- 3.1 **Royal London** acknowledges that it shall, on your behalf, give **Eligible Jobholders Enrolment Information** before the end of a period of six weeks beginning with the **Automatic Enrolment Date**, provided that:
- 3.1.1 **You** comply with the terms of this **Agreement**: and
- 3.1.2 **You** will make any arrangements to achieve active membership in relation to an **Eligible Jobholder** with the **Trustee** prior to the provision of such **Enrolment Information**.

4. Contributions

- 4.1 **You** shall, on or after the **Automatic Enrolment Date**, deduct any contributions payable by the **Eligible Jobholder** in any applicable **Pay Reference Period**.
- 4.2 It is your responsibility (throughout the **Eligible Jobholder's** period of active membership of the **Scheme**) to calculate the contributions to be applied for each **Eligible Jobholder** and to transfer to **Royal London** the correct contributions in relation to each **Eligible Jobholder**.
- 4.3 Where contributions are paid late or do not appear to be of the correct amounts, **Royal London** will (where it is aware of an apparent shortfall in contributions) notify **you** and reserves the right to recover any non-payments or underpayments and report the matter to relevant parties in accordance with legal requirements and regulatory guidance from time to time.
- 4.4 If the calculation performed by **you** at paragraph 4.1 of this Schedule is incorrect, or if any **Eligible Jobholder** subsequently demonstrates that a contribution was incorrect in relation to him/her then either:
- 4.4.1 **you** shall make up any shortfall which will be applied to the **Eligible Jobholder's** account at the date it is received; or
- 4.4.2 **Royal London** shall disinvest the units to the appropriate value at the current date and return any overpayments to **you**, as soon as reasonably practical.

5. Administering opt out arrangements

- 5.1 During the **Opt Out Period**, **Royal London** will (on behalf of the **Trustees**) make available **Opt Out Notices** in an electronic format (including, without limitation, by telephone) or paper format.
- 5.2 **Royal London** will accept as valid an **Opt Out Notice**:
- 5.2.1 given by a **Eligible Jobholder** using **Royal London's** online system or by telephone, within a period of one month beginning with the date on which **Enrolment Information** is given under paragraph 3.1 of this Schedule; and
- 5.2.2 that is valid for the purposes of Regulation 9(6) of the **Automatic Enrolment Regulations**.

- 5.3 If **Royal London** receives a valid **Opt Out Notice**, it shall inform you that a valid **Opt Out Notice** has been received in relation to that **Eligible Jobholder**. Notification under this paragraph 5.3 shall take place on a regular basis through the **Online Employer Dashboard**.
- 5.4 If you receive a valid paper **Opt Out Notice**, you shall inform **Royal London** through the **Online Employer Dashboard** that a valid **Opt Out Notice** has been received in relation to that **Eligible Jobholder** as soon as reasonably practicable after receipt and in any case less than one month from the date on which you are given a valid **Opt Out Notice** (unless Regulation 11(3)(b) of the **Automatic Enrolment Regulations** applies).
- 6. Refunding contributions**
- 6.1 Where you receive a valid **Opt Out Notice** under paragraph 5.4 of this Schedule or you are notified by **Royal London** that a valid **Opt Out Notice** has been received under paragraph 5.3 of this Schedule, you shall refund contributions to the relevant **Eligible Jobholder** as required by Regulation 11(1) of the **Automatic Enrolment Regulations**.
- 6.2 Where **Royal London** receives a valid **Opt Out Notice** under paragraph 5.3 of this Schedule (or is informed by you of receipt of a valid **Opt Out Notice** under paragraph 5.4 of this Schedule), it shall comply with Regulation 11(2) of the **Automatic Enrolment Regulations** in relation to the relevant **Eligible Jobholder** and shall pass a refund of any contributions to you (or the **Trustee** as appropriate) in accordance with that Regulation.
- 6.3 In the event that an **Eligible Jobholder** provides an **Opt Out Notice** after the **Opt Out Period** has expired you will inform the **Eligible Jobholder** that the **Opt Out Notice** is invalid and of the option to cease active membership in accordance with the terms of the **Scheme** (but no refund of contributions shall be made under Regulation 11 of the **Automatic Enrolment Regulations** in respect of the **Eligible Jobholder**).
- 7. Providing information on active membership, opt in and joining rights**
- 7.1 Before the end of a period of two months after the **Assessment Date**, **Royal London** shall give to any **Jobholder** who is an active **Member** of the **Scheme** information relevant to existing **Scheme Members** specified in Regulation 33 of the **Automatic Enrolment Regulations**.
- 7.2 Before the end of a period of six weeks after the **Assessment Date**, **Royal London** shall give to any **Jobholder** who has a right to opt in to the **Scheme** under Section 7 of the **Pensions Act** information relevant to such **Jobholders** as specified in Regulation 17 of the **Automatic Enrolment Regulations**.
- 7.3 Before the end of a period of six weeks after the **Assessment Date**, **Royal London** shall give to any **Worker** who has a right to join the **Scheme** under Section 9 of the **Pensions Act** information relevant to such **Worker** as specified in Regulation 22 of the **Automatic Enrolment Regulations**.
- 7.4 **Royal London** shall provide the information described under paragraphs 7.1, 7.2 and 7.3 by email (unless otherwise agreed with you).
- 8. Administering opt in and joining arrangements**
- 8.1 **Royal London** will make available **Opt In Notices** in an electronic format.
- 8.2 **Royal London** will accept as valid an **Opt In Notice**:
- 8.2.1 given by a **Jobholder** using **Royal London's** online system
- 8.2.2 that is valid for the purposes of the **Automatic Enrolment Regulations**

- 8.3 If **Royal London** receives a valid **Opt In Notice** from the **Jobholder**, it shall inform **you** that a valid **Opt In Notice** has been received in relation to that **Jobholder**. Notification under this paragraph 8.3 shall take place on a regular basis through the **Online Employer Dashboard**.
- 8.4 If **you** receive a valid **Opt In Notice**, **you** shall inform **Royal London** through the **Online Employer Dashboard** that a valid **Opt In Notice** has been received in relation to that **Jobholder** as soon as reasonably practicable.
- 8.5 **Royal London** will make available **Joining Notices** in an electronic format.
- 8.6 **Royal London** will accept as valid a **Joining Notice**:
- 8.6.1 given by a **Worker** using **Royal London's** online system
- 8.6.2 that is valid for the purposes of the **Automatic Enrolment Regulations**
- 8.7 If **Royal London** receives a valid **Joining Notice** from the **Worker**, it shall inform **you** that a valid **Joining Notice** has been received in relation to that **Jobholder**. Notification under this paragraph 8.7 shall take place on a regular basis through the **Online Employer Dashboard**.
- 8.8 If **you** receive a valid paper **Joining Notice**, **you** shall inform **Royal London** through the **Online Employer Dashboard** that a valid **Joining Notice** has been received in relation to that **Worker** as soon as reasonably practicable.
- 8.9 Where a valid **Opt In Notice** is received under paragraphs 8.3 and 8.4 or a valid **Joining Notice** is received under paragraphs 8.7 and 8.8 **Royal London** will treat the **Jobholder** or **Worker** as an **Eligible Jobholder** under this **Agreement**.

SCHEDULE 2 - DEFINITIONS

A

“Adviser” means the intermediary who has provided advice and related services to the Employer;

“AMC” means the total amount of the annual management charge paid in respect of all **Scheme Members** up until the date of any claim or claims arising under or in connection with this **Agreement**;

“Assessment Date” means the date you assess each **Worker** in accordance with the **Automatic Enrolment Regulations**;

“Automatic Enrolment” means the requirement for employers to put certain **Workers** who meet certain criteria into a qualifying workplace pension arrangement without the **Workers** needing to make an active decision carried out in line with the **Pensions Act** and regulations made thereunder including without limitation the **Automatic Enrolment Regulations**;

“Automatic Enrolment Date” shall have the meaning given in Section 3(7) of the **Pensions Act** or shall, as appropriate, be construed as the **Re-enrolment Date**;

“Automatic Enrolment Regulations” means the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010 (as amended);

B

“Business Day” means any day which is not a Saturday or Sunday and on which banks are generally open in London;

C

“Capped Adjusted Amount” means an amount equal to the sum of: $AMC \times \frac{60}{M}$

Where “M” is equal to the number of complete months in which the **AMC** has been paid (up to a maximum of 60 months);

“Capped Amount” means an amount equal to:

- (i) the **AMC** over the 5 year period ending on the preceding **Scheme** renewal date; or
- (ii) where the **AMC** has not been in payment for a full 5 years, the **Capped Adjusted Amount**.

D

“Data Protection Legislation” means as applicable the Data Protection Act 1998, EU Data Protection Directive (95/46/EC) and the General Data Protection Regulation (EU) 2016/679 and any equivalent or replacement law in the UK, the Investigatory Powers Act 2016, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations (including judgements of any relevant court of law) relating to the processing of personal data, direct marketing, electronic communications and privacy including where applicable the formal, binding guidance, opinions, directions, decisions and codes of practice and codes of conduct issued, adopted or approved by the European Commission, the European Data Protection Board, the UK’s Information Commissioner’s Office and/or any other applicable supervisory authority or data protection authority from time to time; in each case relating to the processing of personal data;

E

“Eligible Jobholder” means a **Worker** eligible for **Automatic Enrolment** under Section 3(2) of the **Pensions Act** (or Section 5(2) of the **Pensions Act** as appropriate);

“Employer Application” means the **Royal London** Employer Application form entitled either “Company Pension Plan – Employer application form” or “Existing Company Pension Plan Automatic enrolment application form” which is signed by you and the **Trustee** and which forms part of this **Agreement**.

“Enrolment Information” means the information listed in Regulation 2 of the **Automatic Enrolment Regulations**;

G

“Group Member” means a member of the corporate group which includes you and any of your subsidiaries or holding companies or fellow subsidiaries of a common holding company as defined in section 1159 of the Companies Act 2006;

I

“Immediate Re-enrolment” means re-enrolment requirements other than **Triennial Re-enrolment** which arise pursuant to Section 5(1B) of the **Pensions Act**.

J

“Jobholder” shall have the meaning given in Section 1 of the **Pensions Act**.

“Joining Notice” means a notice (as described in Section 9(2) of the **Pensions Act**) by which a **Worker** requires you to arrange for the **Worker** to become an active **Member** of the **Scheme**;

L

“Lawful Basis” means the legitimate basis or condition of processing of **Personal Data**, which may be one or more of bases or conditions defined within Articles 6 and 9 of the General Data Protection Regulation (EU) 2016/679 including any additional conditions specified within the UK Data Protection Bill;

M

“Member” means any person who has become a **Member** of the **Scheme** and who retains a right to a benefit or benefits under the **Scheme**;

O

“Online Employer Dashboard” means the online tool made available to you by **Royal London** to support the provision of the **Services**.

“Opt In Notice” means a notice (as described in Section 7(3) of the **Pensions Act**) by which a **Worker** requires you to arrange for the **Worker** to become an active **Member** of the **Scheme**;

“Opt Out Notice” means a notice in a form specified in the schedule to the **Automatic Enrolment Regulations** by which a **Worker** can exercise any **Statutory Opt Out Right**;

“Opt Out Period” means the period in which a **Worker** may exercise any **Statutory Opt Out Right**;

P

“Pay Reference Period” means the Pay Reference Period determined by you in accordance with Regulation 4 of the **Automatic Enrolment Regulations** and confirmed to **Royal London**;

“Payroll Data” means, in a form acceptable to **Royal London**, age and **Qualifying Earnings** data, and any other data reasonably required by **Royal London**;

“Pensions Act” means the Pensions Act 2008 (as amended);

“Personal Data” means the personal data as defined in the **Data Protection Legislation**;

Q

“Qualifying Earnings” shall have the meaning given in Section 13 of the **Pensions Act**;

“Qualifying Scheme” shall have the meaning given in Section 16 of the **Pensions Act**;

R

“Re-enrolment Date” means (i) the third anniversary (and every three years thereafter) of the commencement date of your automatic enrolment duties (or your staging date if you had one) or such other date chosen at your discretion (in accordance with the **Automatic Enrolment Regulations**) and agreed with **Royal London** at least three months prior to that date or (as the context permits) (ii) the date on which you have agreed with **Royal London** that membership of the **Scheme** may commence for your **Workers** for the purposes of compliance with Section 2 of the **Pensions Act**;

S

“Salary Exchange” means the implementation and/or administration of any contractual arrangement (or purported contractual arrangement) whereby a **Worker** gives up the right to receive part of his or her cash remuneration, in return for the agreement of the employer to provide some form of non-cash benefit;

“Scheme” means the occupational pension scheme identified in the **Employer Application** to which **Royal London’s** policy with the **Trustee** relates and into which **Workers** (or some of them) will be enrolled under the terms of this **Agreement**;

“Services” means the **Automatic Enrolment** services described in Schedule 1 to this **Agreement**;

“Statutory Opt Out Right” means the right to opt out of the **Scheme** in accordance with Section 8 of the **Pensions Act**;

T

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating them from time to time;

“Triennial Re-enrolment” means routine triennial re-enrolment requirements arising under Section 6(1) of the **Pensions Act**

“Trustee” means the trustee or trustees from time to time of the **Scheme**.

W

“Worker” means, in relation to **you** (or any of your subsidiaries or holding companies or fellow subsidiaries of a common holding company as defined in section 1159 of the Companies Act 2006), a Worker as defined at Section 88 of the **Pensions Act** (as amended in accordance with Section 97 of the **Pensions Act** or otherwise) (except those Workers notified to **Royal London** by **you**).



Royal London

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