



EMPLOYER AUTOMATIC ENROLMENT

Terms and Conditions using Royal London's
Automatic Enrolment System

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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 (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. Provision of information

2.1 To allow **Royal London** to make the **Services** available and comply with all applicable laws, you will determine the identity of your **Workers** and provide **Royal London** with:

2.1.1 all **Worker** data, information and assistance relevant to the **Scheme** and the provision of the **Services**;

2.1.2 all information required by **Royal London** to claim or determine the accuracy of tax relief (relief at source) in accordance with section 192 of the **Finance Act**; and

2.1.3 any other information requested from **Royal London** from time to time.

Data and information provided by you will be correct and complete and up to date in all material respects. It will be your responsibility to trace any missing data items.

2.2 You will provide all such information requested by **Royal London** within reasonable timescales and in a medium and format approved by **Royal London**.

2.3 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**.

3. Charges

3.1 Subject to the terms of this **Agreement**, there are currently no specific charges to cover the cost of the **Services**.

3.2 **Royal London** does, however, reserve the right to apply or increase charges after giving you six months' written notice.

3.3 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**.

3.4 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.

4. The services

4.1 **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**.

5. The scheme

5.1 **Royal London** confirms that it is an authorised person to the extent that the operation of the **Scheme** is a regulated activity for the purposes of the **Financial Services and Markets Act 2000**.

5.2 In relation to each **Jobholder**, you:

5.2.1 shall pay a contribution to **Royal London** sufficient to satisfy the second condition of Section 26 of the **Pensions Act**; and

5.2.2 warrant that there are direct payment arrangements (within the meaning of section 111A of the **Pension Schemes Act 1993**) between you and any **Eligible Jobholder**.

6. Changing the services and the agreement

6.1 **Royal London** may make changes to the **Services**:

6.1.1 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

6.1.2 where there is no cost or material impact to you.

6.2 In addition, we may make changes to the terms of this **Agreement** by writing to you.

We will normally give you 90 days' written notice of a change. If it is not possible for us to do that we will give you as much notice as we can in the circumstances.

7. Liability

7.1 The aggregate liability of **Royal London** to you and any **Group Member** 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:

7.1.1 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);

- 7.1.2 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 7.2.3; and
- 7.1.3 reasonable direct costs incurred by **you** and any **Group Member** (and evidenced with receipts or similar) to remedy and respond to any failure by **Royal London** to meet its obligations under this **Agreement**.
- 7.2 **Royal London** shall not be liable to **you** and any **Group Member** for:
- 7.2.1 any indirect or consequential loss, damages or costs;
- 7.2.2 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;
 - (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.
- 7.2.3 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**.
- 7.2.4 any losses, costs or damages (of whatsoever nature) arising out of or in connection with this **Agreement** which are not set out in Clauses 7.1.1 to 7.1.3.
- 7.3 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.
- 7.4 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.
- 7.5 **You** (and any **Group Member**) 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**.
- 8. Termination**
- 8.1 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**.
- 8.2 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.
- 8.3 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.
- 8.4 **You** acknowledge that **you** may ask **Royal London**, and that it may agree to continue to provide the **Scheme** to **Members** subject to the normal terms of the **Scheme** after this **Agreement** has terminated. In that situation the terms of the **Employer Application** will continue to apply except to the extent that they are specific to the provision of the **Services**.

- 8.5 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.
- 8.6 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.
- 8.7 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.

9. Data protection

- 9.1 In this Clause 9, 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**.
- 9.2 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**.
- 9.3 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:

- 9.3.1 comply with the obligations imposed upon a **Processor** by the **Data Protection Legislation**;
- 9.3.2 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**;
- 9.3.3 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**);
- 9.3.4 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;
- 9.3.5 allow **you** to audit **Royal London's** compliance with the requirements of this Clause 9.3 on reasonable notice and/or, at your option on request to provide **you** with evidence of its compliance with such requirements;
- 9.3.6 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**;

9.3.7 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**;

9.3.8 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 9.3.3; or
- (b) your instructions referred to in Clause 9.3.3 infringe the **Data Protection Legislation**,

and, following the issue of such notice in accordance with this Clause 9.3.8, 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;

9.3.9 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

9.3.10 without prejudice to the generality of Clause 8 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).

9.4 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 9.3 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 9.4, **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.

9.5 **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:

9.5.1 by its obligations under the **Data Protection Legislation** to ensure your information is adequately protected; and

9.5.2 to use all reasonable endeavours to assist you to comply with the obligations imposed on you by the **Data Protection Legislation**.

9.6 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.

9.7 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 Park,
Congleton Road,
Nether Alderley,
Macclesfield,
SK10 4EL.
Email: GDPR@royallondon.com

10. **Legal requirements**

10.1 **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.

10.2 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.

10.3 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**.

- 10.4 **You** shall indemnify **Royal London** and keep **Royal London** indemnified against all liabilities which it may incur connected with or arising from:
- 10.4.1 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**),
 - 10.4.2 any breach by **you** (or any **Group Member**) of the mutual obligation of trust and confidence with your (or any **Group Member's**) **Workers**,
 - 10.4.3 any breach of a **Worker's** Contract of Employment (or variation of such Contract of Employment),
 - 10.4.4 failure by **you** to (a) operate proper payroll processes correctly and accurately; or (b) transfer to **Royal London** the correct contributions in relation to each **Eligible Jobholder**,
 - 10.4.5 any liability relating to tax (whether of **you**, any **Group Member**, **Worker** or otherwise) associated with the enrolment of a **Worker** into the **Scheme** including but not limited to any liability incurred by **Royal London** as a result of any information **you** provide or fail to provide in connection with employee contributions or tax relief (relief at source) in accordance with section 192 of the **Finance Act**
- 10.5 **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.
- 10.6 In relation to the **Scheme**, **Royal London** will comply with requirements to keep records that apply to it as provider of a personal pension scheme under the Employers' Duties (Registration and Compliance) Regulations 2010 and maintain such additional standard records as shall be notified to **you** from time to time.
- 10.7 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.
- 10.8 A **Group Member** may enforce the terms of this **Agreement** subject to and in accordance with the provisions of this Clause 10.8 and 10.9 and the provisions of the Contracts (Rights of Third Parties) Act 1999 provided that:
- 10.8.1 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**
 - 10.8.2 **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**
 - 10.8.3 **you** shall be liable for all acts and/or omissions of a **Group Member**.
- 10.9 Except as provided in Clause 10.8, 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.
- 10.10 Notwithstanding Clause 10.8, 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 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 habitually resident in the UK, you shall flag their residency status in any information provided to **Royal London**.

If a **Worker** is not habitually resident in the UK, **Royal London** may be unable to accept them into the **Scheme**. In this event, you may need to find an alternative workplace pension scheme for this **Worker**.

- 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**. **Royal London** will not assess **Workers** for eligibility in relation to **Immediate 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 Before the end of a period of six weeks beginning with the relevant **Automatic Enrolment Date**, **Royal London** shall give to any **Eligible Jobholder** identified information about the Terms and Conditions of the **Agreement** which the **Jobholder** is deemed to have entered into under Regulation 6(2) of the **Automatic Enrolment Regulations** (modified as appropriate for the purposes of re-enrolment and any **Re-enrolment date**).
- 3.2 Where such information is provided by **Royal London**, other than by email, it will be deemed received by an **Eligible Jobholder** at 9.00am on the third **Business Day** after posting.

- 3.3 Provided that **you** comply with the terms of this **Agreement**, **Royal London** acknowledges that it shall either provide **Enrolment Information** to you or, on your behalf, directly to **Eligible Jobholders** at any time before the end of a period of six weeks beginning with the **Automatic Enrolment Date**. Where we provide the **Enrolment Information** to you, you are responsible for providing this to the **Eligible Jobholders**.
- 3.4 You shall provide **Royal London** with the relevant **Jobholder Information** at any time before the end of a period of six weeks beginning with the **Automatic Enrolment Date**.
- 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 It is your responsibility to operate proper payroll processes correctly and accurately.
- 4.4 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. **Royal London** also reserves the right to recover any costs incurred in order to recover, correct or report such contributions.
- 4.5 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:
- 4.5.1 you shall make up any shortfall which will be applied to the **Eligible Jobholder's** account at the date it is received; or
- 4.5.2 **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.
- 4.6 Unless notified by you, **Royal London** shall assume that any **Worker** is an individual entitled to tax relief (relief at source) in accordance with section 192 of the **Finance Act**. Accordingly, by enrolling any **Worker** in the **Scheme**, you shall be deemed to have made the declarations provided for in regulations 5(2) and 6 of the Registered Pension Schemes (Relief at Source) Regulations 2005 to **Royal London**, in respect of each **Worker**.
- 4.7 You shall also provide **Royal London** with any information and declaration or declarations reasonably required by **Royal London** to claim tax relief (relief at source) in accordance with section 192 of the **Finance Act**.
- 4.8 It is your responsibility to provide **Royal London** with up to date, correct and complete information. If any **Worker** ceases to be a Relevant UK Individual within the meaning of section 189 of the **Finance Act**, you must notify **Royal London** within 30 days or by the 5 April in the tax year in which the change takes place.
- 5. Administering opt out arrangements**
- 5.1 During the **Opt Out Period**, **Royal London** will 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 the **Agreement** to be deemed to exist under Regulation 6(2) of the **Automatic Enrolment Regulations** was entered into; 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** 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:

6.3.1 **you** will notify **Royal London** that the **Eligible Jobholder** wishes to cease active membership of the **Scheme** and **you** will stop deducting contributions for that **Eligible Jobholder**;

6.3.2 all contributions from **you** (or paid by **you** on behalf of the **Scheme** joiner) in respect of any such **Eligible Jobholder** shall cease from then on;

6.3.3 all contributions already received by **Royal London** in respect of any such **Eligible Jobholder** shall be invested in accordance with the terms of the **Scheme**; and

6.3.4 the **Eligible Jobholder** shall 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 titled either “Group Personal Pension Plan & Group Stakeholder Pension Plan – Employer application form” or “Existing Group Personal Pension Plan or Group Stakeholder Pension Plan – Employer automatic enrolment application form” which is signed by **you** and which forms part of this **Agreement**;

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

F

“Finance Act” means the Finance Act 2004 (as amended);

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**.

“Jobholder Information” means the information listed in Regulation 3 of the **Automatic Enrolment Regulations**;

“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 personal pension arrangements made available to **Workers** under a group personal pension arrangement established by you with **Royal London** and identified in the **Employer Application**;

“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**.

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).



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