

AUTO ENROLMENT SERVICES TERMS AND CONDITIONS.

1. Provision of the Scheme and Choice Auto Enrolment Services

- 1.1 Legal & General make the Scheme available to the Workers subject to the terms of the Scheme Documents.
- 1.2 The Client will pay or procure payment to Legal & General of such contributions as are required to be paid under the terms of the Scheme from time to time. In relation to new Schemes, the contributions will be payable from the "Start Date" and for each calendar month thereafter.
- 1.3 Legal & General will provide the Choice Auto Enrolment Services.
- 1.4 The Client agrees and acknowledges that Legal & General has not provided advice of any kind relating to the Scheme or the Choice Auto Enrolment Services including but not limited to legal, benefit consultancy and/or financial advice and that Legal & General does not provide advice in conjunction with the Scheme or as part of the Choice Auto Enrolment Services. The Client must refer to its own appointed advisers for any advice it requires.
- 1.5 Unless Legal & General have agreed otherwise with the Client, the Client's continued receipt of the Choice Auto Enrolment Services from Legal & General will be considered as acceptance of this agreement.

2. Provision of information

- 2.1 The Client will provide Legal & General with all data, information and assistance relevant to the Scheme and the provision of the Choice Auto Enrolment Services. Data and information provided by the Client will be accurate, complete and up to date in all material respects.
- 2.2 The Client will provide such information requested by Legal & General within reasonable timescales and in a Legal & General approved electronic medium and in a Legal & General approved format.
- 2.3 The Client will also use all reasonable endeavours to help Legal & General trace any missing data items.
- 2.4 Legal & General 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 Scheme or the Choice Auto Enrolment Services.

3. Charges

- 3.1 There are no specific charges payable by the Client to cover Choice Auto Enrolment Services and online scheme setup.
- 3.2 The Client acknowledges that any non-standard services that it requests and Legal & General agrees to provide will be subject to such additional charges as advised to the Client and agreed between the parties from time to time.

4. Legal and Regulatory Requirements

- 4.1 Legal & General will use best 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.
- 4.2 The parties acknowledge and agree that, to the extent that Legal & General acts as a Data Controller in respect of any Personal Data Processed by it pursuant to this agreement, Legal & General shall comply with the Data Protection Act 1998 and any statutory regulations and codes of practices made thereunder in relation to Personal Data.
- 4.3 The Client shall ensure that all Personal Data provided to Legal & General by or on behalf of the Client will have been collected, Processed and disclosed in compliance with the Data Protection Act 1998 (including observing any requirement to obtain the explicit consent of Members) so as to enable the Processing of Personal Data by Legal & General in compliance with all legal and regulatory requirements.
- 4.4 The Client agrees that Legal & General can use the name of the Client, and the Scheme in any documents or other communications it sends

to Members in relation to the Scheme and in any communication materials it provides to the Client provided that the Client has previously approved such documents or other communication materials.

- 4.5 If it is found or alleged that the employment of any person or liabilities relating to the employment of any person by the Client has transferred to Legal & General or any company in the Legal & General Group by virtue of the Transfer Regulations, the Client shall indemnify and keep indemnified Legal & General and the companies in the Legal & General Group against all costs, claims, liabilities, loss and expenses (including reasonable legal expenses) which Legal & General or any company in the Legal & General Group may suffer or incur in connection with or arising out of the transfer or alleged transfer of employment or liabilities relating to employment of that person, the dismissal of that person, the employment of that person up to the date of their dismissal; and/or any claim or demand of any nature brought by or on behalf of that person.
- 4.6 The Client shall indemnify Legal & General and keep Legal & General indemnified against all liabilities which Legal & General may incur connected with or arising from the Client's contravention of the employer duties under chapter 1 of the Pensions Act 2008, any breach of the Client's implied duty of good faith to its Workers, any breach of a Worker's Contract of Employment (or variation of such Contract of Employment) and any liability to tax (whether of the Client, of a Worker or otherwise) associated with the enrolment of a Worker into the Scheme, save to the extent that such liability arises as a direct consequence of Legal & General's breach of this agreement.
- 4.7 The Client may delegate some or all of its powers, obligations and duties under this agreement to any organisation or individual engaged by the Client with the prior written consent of Legal & General. The Client must provide details of any such delegation in such form as may be reasonably acceptable to Legal & General and appropriate contact details (including email addresses and telephone numbers) for any person to whom powers, obligations and duties have been so delegated.
5. **Liability**
 - 5.1 The aggregate liability of Legal & General to the Client in respect of all claims arising out of or in connection with the provision of the Scheme and any Choice Auto Enrolment Services provided to the Client (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) shall not exceed five hundred thousand pounds sterling (£500,000).
 - 5.2 In respect of any matter arising under or in connection with this agreement, Legal & General shall not be liable to the Client for:
 - 5.2.1 any indirect or consequential loss, damages or costs;
 - 5.2.2 any losses (of whatsoever nature) arising directly or indirectly from or relating to:
 - (a) materials, data or information provided to Legal & General by the Client or by a third party on the Client's behalf;
 - (b) the variation (or purported variation) of Workers' employment contracts and administration of the Choice Auto Enrolment Scheme and/or the Services as a consequence of the variation (or purported variation);
 - (c) Salary Sacrifice;
 - (d) the allocation of, level and nature of any consultancy charges;
 - (e) any penalties imposed by HMRC in respect of unauthorised payments; or
 - 5.2.3 any fines or penalties of the Pensions Regulator arising directly or indirectly from or relating to any failure by the Group (or any employer within the Group) to comply with or act in accordance with

the employer duties as described in chapter 1 of the Pensions Act 2008, save to the extent that such fines or penalties arise as a direct consequence of Legal & General's breach of this agreement.

- 5.3 Nothing in this agreement will exclude, limit or restrict Legal & General'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.
6. **Termination**
- 6.1 Either the Client or Legal & General may bring this agreement to an end by giving the other six (6) months' written notice at any time.
- 6.2 The Client acknowledges that Legal & General may choose to continue to provide the Scheme to Members subject to the normal terms of the Scheme after this agreement has terminated.
- 6.3 Choice Auto Enrolment Services shall terminate immediately in the event that the Scheme is no longer used or provided by the Client (or Legal & General as appropriate).
- 6.4 Termination will be without prejudice to the settlement of any outstanding charges or fees and completion of transactions already initiated.
- 6.5 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.
7. **General**
- 7.1 The terms of this agreement may be varied by agreement in writing between the Client and Legal & General.
- 7.2 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 or in connection with it.
- 7.3 Neither party 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.
- 7.4 Neither the Client nor Legal & General, being the parties to this agreement 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 the agreement.
- 7.5 This agreement contains the entire agreement and understanding between the Client and Legal & General in relation to the subject matter of this agreement and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

SCHEDULE 1

Definitions

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

"Contract of Employment" shall have the meaning ascribed to it in section 88 of the Pensions Act 2008.

"Client" means the Employer.

"Group" means the Client and any subsidiary or holding company of it or fellow subsidiary of a common holding company ("subsidiary" and "holding company" to have the meanings given in section 1159 of the Companies Act 2006).

"Legal & General Group" means Legal & General and any subsidiary or holding company of it or fellow subsidiary of a common holding company ("subsidiary" and "holding company" to have the meanings given in section 1159 of the Companies Act 2006).

"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.

"Salary Sacrifice" 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 Client (or member of the Group as appropriate) to provide some form of non-cash benefit.

"Scheme" means the personal pension arrangements made available to Workers as detailed on the front page of this agreement.

"Scheme Documents" means the rules, policies and other documents governing the Scheme from time to time, together with the key features, summary leaflet and any other documents setting out the particular provisions of the Scheme.

"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.

"Worker" means, in relation to the Client or the Client's Group, 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 Legal & General by the Client).

The terms "Personal Data" and "Data Controller" have the meanings given to them in the Data Protection Act 1998 and Processing, Process and Processed shall be construed accordingly.

SCHEDULE 2

Choice Auto Enrolment Services

Definitions

In this Schedule 2 the following terms and expressions shall have the following meanings:

"Auto 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 Auto Enrolment Laws.

"Auto Enrolment Communications" means generic template communications prepared by Legal & General to explain Auto Enrolment (other than such information as must be provided in accordance with the Auto Enrolment Laws) to an employer's workforce.

"Auto Enrolment Laws" means Part 1 of the Pensions Act (as amended) and regulations made thereunder.

"Automatic Enrolment Regulations" means in relation to Great Britain the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010 (and in relation to Northern Ireland the corresponding provision(s) of such regulations as may be applicable).

"Auto Enrolment Website" means the website provided by Legal & General known as Choice and containing factual information about pensions and Auto Enrolment until, in the case of each Worker, the Opt Out Period has expired.

"Choice Auto Enrolment Services" means the standard Auto Enrolment services offered by Legal & General to employers more particularly described in this Schedule 2 and as may be varied from time to time.

"Contribution File" means a file in a form acceptable to Legal & General containing details of the relevant contributions for each Scheme Joiner (which may be inclusive of tax relief at source).

"Eligible Jobholder" means a Worker eligible for Auto Enrolment under section 3(2) of the Pensions Act.

"Eligibility Assessment" means an assessment of the Client's Workers to identify Eligible Jobholders.

"Enrolment Information" means the information listed in Regulation 2 of the Automatic Enrolment Regulations.

"Enrolment Notification" means a notice sent to each Scheme Joiner containing the Enrolment Information and providing a unique activation code which can be entered when requested if the Worker wishes to exercise a Statutory Opt Out Right via the Auto Enrolment Website.

"Entitled Worker" means a Worker who submits a joining notice in accordance with Part 5 of the Automatic Enrolment Regulations.

"Excluded Worker" means:

- (a) any individual in relation to the Client or the Client's Group who is not a Worker;
- (b) any Worker who is not eligible for Auto Enrolment under section 3(2), section 5(2) or section 7(3) of the Pensions Act; and
- (c) any Worker to whom section 9 of the Pensions Act applies (who has not submitted a joining notice in accordance with Part 5 of the Automatic Enrolment Regulations);

except any Worker who is enrolled into the Scheme as part of their employment contract.

"Jobholder Information" means jobholder information as defined in Regulation 3 of the Automatic Enrolment Regulations except any information, which Legal & General may notify the Client it does not require in accordance with paragraph 2.3 of this Schedule.

"Joiner File" means a file in a form acceptable to Legal & General setting out all Jobholder Information and any other information in relation to a Scheme Joiner that Legal & General may reasonably request to enable Legal & General to send Enrolment Information to each Worker.

"Key Features Documents" means the documents outlining, inter alia, the main terms of the Scheme.

"Late Opt Out" means an Opt Out Notice submitted during the Opt Out Period but after the Contribution File has been received by Legal & General.

"Opted-In Member" means a Worker eligible for Auto Enrolment under section 7(3) Pensions Act.

"Opt Out Form" means an opt out 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 can exercise any Statutory Opt Out Right.

"Opt Out Process" means the process of establishing which Scheme Joiners have exercised a Statutory Opt Out Right.

"Pensions Act" means in relation to Great Britain the Pensions Act 2008 and in relation to Northern Ireland the corresponding provision(s) of the Pensions (No. 2) Act 2008 (or such other act or acts as may be applicable).

"Scheme Joiner" means each Eligible Jobholder, Opted-In Member and Entitled Worker (excluding all Excluded Workers).

"Scheme Member" means each Scheme Joiner who does not exercise a Statutory Opt Out Right during the Opt Out Period.

"Statutory Opt Out Right" means the right to opt out of the Scheme in accordance with section 8 of the Pensions Act.

“Worker” means, in relation to the Client or the Client’s Group, a worker as defined at section 88 of the Pensions Act (as amended in accordance with section 97 of the Pensions Act or otherwise).

The following standardised services shall be provided by Legal & General to the Client in accordance with the terms of this Schedule:

1. Choice Auto Enrolment Services

1.1 In general, Choice Auto Enrolment Services shall include:

- 1.1.1 provision of the Auto Enrolment Website;
- 1.1.2 access to the Key Features Documents via a microsite;
- 1.1.3 a facility for Workers to register on the Auto Enrolment Website, check their details and update certain personal details (such as change of address);
- 1.1.4 access to Auto Enrolment Communication templates (although the Client is not obliged to use these);
- 1.1.5 provision of Enrolment Information;
- 1.1.6 provision of access to Opt Out Forms; and
- 1.1.7 paying refunds in relation to those workers who exercise a Statutory Opt Out Right.

1.2 More particularly, Choice Auto Enrolment Services shall include those matters described in the remainder of this Schedule 2.

2. Handling the Enrolment Notification

- 2.1 It is the Client’s responsibility to undertake an Eligibility Assessment to identify all Scheme Joiners (on an ongoing basis).
- 2.2 The Client will send to Legal & General the Joiner File. The Client must not include in the Joiner File any information about Excluded Workers except in relation to any Excluded Worker who has requested Scheme membership and is eligible for such membership (and the Client has highlighted in the Joiner File (in a manner acceptable to Legal & General) that such an individual is an Excluded Worker).
- 2.3 Where the Client cannot provide information to Legal & General by way of the Joiner File because Legal & General has restricted the fields of the Joiner File, the Client agrees and acknowledges that:
 - 2.3.1 Legal & General has provided notification under Regulation 7 of the Automatic Enrolment Regulations that Legal & General does not require the pieces of information to which the restrictions in the Joiner File relate; and
 - 2.3.2 it will not provide such pieces of information to Legal & General (whether through the Joiner File or otherwise).
- 2.4 The Client shall not in any circumstances include in the Joiner File any information regarding an individual who is non-UK resident.
- 2.5 It is the Client’s responsibility to ensure that all information in the Joiner File is accurate, complete and up to date.
- 2.6 Upon receipt of the Joiner File, Legal & General will create an account for each Scheme Joiner. Contributions paid by or in respect of each Scheme Joiner will be invested in accordance with the terms of the Scheme and the Member’s policy (based on the information contained within the Joiner File).
- 2.7 Further to receipt of the Joiner File from the Client, Legal & General will send the Enrolment Notification by post to each Scheme Joiner (provided that Legal & General has been provided with all relevant information in a timely manner by the Client).
- 2.8 Once posted, the Enrolment Notification will be deemed received by the Scheme Joiners at 9.00am on the fifth Business Day after posting.
- 2.9 The Client shall notify the Scheme Joiners in writing that the microsite is available and shall set out how it can be accessed.
- 2.10 In the event of a Worker being enrolled in error, the Client will be responsible for notifying Legal & General, communicating with the relevant Worker and any associated administration. Legal & General reserves the right to charge the Client all reasonable costs and expenses for completing any remedial work where the error results from a failure by the Client (including but not limited to errors or inaccuracies in the Joiner File).

3. The Opt Out Period

- 3.1 During the Opt Out Period, Legal & General will make available:
 - 3.1.1 a web-link through which Scheme Joiners can complete and submit their Opt Out request online using the unique activation code set out in the Enrolment Notification; and
 - 3.1.2 a telephone line to allow Scheme Joiners to request (by way of telephone call) an Opt Out Form to be sent via the post.
- 3.2 Legal & General will only accept and process Opt Out Forms in a paper medium that bear the relevant unique barcode. Opt Out Forms in a

paper medium which do not bear the relevant (or any) unique barcode will not be accepted.

- 3.3 Legal & General will receive, collate and record all Opt Out Forms (subject to paragraph 3.2 of this Schedule) and respond to Scheme Joiner queries about the Statutory Opt Out Right.
 - 3.4 In the form of a schedule to be agreed with the Client, Legal & General will provide a report to the Client (the “Auto Enrolment Report”) showing which Scheme Joiners have exercised a Statutory Opt Out Right and the date on which the Statutory Opt Out Right is effective in each case.
 - 3.5 Legal & General will cancel the record created for each Scheme Joiner where such Scheme Joiner exercises a Statutory Opt Out Right.
- ### 4. Reconciliation of Contributions
- 4.1 It is the Client’s responsibility to calculate the funds to be applied for each Scheme Joiner and to transfer to Legal & General the amount of funds set out in the Contribution File.
 - 4.2 At a minimum of five (5) Business Days prior to the contributions being due for any pay reference period, the Client will send a Contribution File to Legal & General.
 - 4.3 The Client shall pay funds to Legal & General in accordance with the Member’s policy.
 - 4.4 Legal & General will not accept any contributions which relate to any Excluded Workers and Legal & General will not be liable for any losses, expenses or similar liabilities in respect of the Auto Enrolment of any Excluded Workers.
 - 4.5 Upon receipt of the Contribution File, Legal & General will allocate funds to be invested in relation to each Scheme Joiner in accordance with data set out in the Contribution File (or as advised by the Scheme Member).
 - 4.6 If the calculation performed by the Client at paragraph 4.1 of this Schedule is incorrect, or if any Scheme Joiner subsequently demonstrates that a Contribution File was incorrect or inaccurate in relation to him/her then either:
 - 4.6.1 the Client shall make up any shortfall (either itself or by entering into arrangements for the Scheme Joiner to do so) which will be applied to the Member’s account at the date it is received; or
 - 4.6.2 Legal & General shall disinvest the units to the appropriate value at the current date and return any overpayments to the Client, as soon as reasonably practicable.
 - 4.7 In the event that Legal & General receives and/or invests contributions in relation to any individual other than a Scheme Joiner:
 - 4.7.1 the Client may request that Legal & General refund such contributions to the Client (and the Client shall refund such contributions to the individual accordingly);
 - 4.7.2 the Client shall make up any shortfall when contributions are refunded to the individual; and
 - 4.7.3 the Client shall be responsible for any associated costs, liabilities and expenses.
 - 4.8 In the event that a Scheme Joiner provides an Opt Out Notice after the Opt Out Period has expired, the active membership of the Scheme shall continue unless and until the Scheme Joiner ceases active membership in accordance with the terms of the Scheme (and no refund of contributions shall be made under Regulation 11 of the Automatic Enrolment Regulations in respect of the Scheme Joiner).
 - 4.9 In the event of a Late Opt Out:
 - 4.9.1 (subject to paragraph 4.9.2 below) the contributions of the Client and the relevant Scheme Joiner will be refunded to the Client; and
 - 4.9.2 where a Scheme Joiner has entered his or her bank details into the Auto Enrolment Website the contributions of such Scheme Joiner will be refunded directly to the Scheme Joiner. Where a Salary Sacrifice arrangement is in place, the contributions of such Scheme Joiner will be refunded back to the Employer.
 - 4.10 Where Legal & General is required to make arrangements under Regulation 11 of the Automatic Enrolment Regulations, Legal & General will refund to the Client the contributions made to the Scheme by, on behalf or in respect of the relevant Worker adjusted (whether up or down) by reference to investment performance prior to refund.
 - 4.11 Legal & General will provide a report to the Client (the “Refund Report”) showing all funds being returned to the Client in relation to refunds resulting from the exercise of Statutory Opt Out Rights.
- ### 5. Continuation of Services
- 5.1 For the avoidance of doubt, the processes described in this Schedule 2 shall, subject to the terms of this agreement, continue in relation to those Workers whom the Client identifies as Scheme Joiners from time to time and in relation to statutory re-enrolment under Section 5 of the Pensions Act.

6. The Scheme

- 6.1 Legal & General confirms that the Scheme has its main administration in the United Kingdom.
- 6.2 In relation to each Eligible Jobholder (or Opted-in Member as appropriate) the Client:
 - 6.2.1 shall pay a contribution to Legal & General sufficient to satisfy the second condition of section 26 of the Pensions Act 2008 (as amended); and
 - 6.2.2 warrants that there are direct payment arrangements (within the meaning of section 111A of the Pension Schemes Act 1993) between Eligible Jobholder (or Opted-in Member as appropriate) and the Client.

7. General

- 7.1 Legal & General may make changes to the Choice Auto Enrolment Services or to the Scheme:
 - 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 the Client.
- 7.2 In relation to the Scheme, all communications and information issued by or provided by Legal & General will be in English.
- 7.3 In relation to the Scheme, all contributions and benefits are payable in sterling and Legal & General will not (and the Client agrees and acknowledges that Legal & General will not) accept or receive contributions or pay benefits in any other currency.