



Participation Agreement dated _____ (date Sent)

The Carey Workplace Pension Trust

Background

- (a) (Company Name), wishes to participate in the Carey Workplace Pension Trust (the “Scheme”).
- (b) The Scheme is a registered pension scheme that meets the minimum requirements to provide an auto-enrolment pensions solution to employers reaching their staging dates.
- (c) New employers are permitted to participate in the Scheme by agreement with Carey Corporate Pensions UK Limited (“Carey”) and the Trustees.
- (d) The Trustees have delegated to Carey the authority to admit new employers to the Scheme.

Agreement

- 1. The Employer is admitted to the Scheme with effect from _____ (date sent)
- 2. Eligible jobholders are automatically enrolled for membership of the Scheme subject to the Rules. In addition non eligible job holders are able to opt into the scheme and entitled workers are able to join the scheme with no barriers.
- 3. The Workplace Pension operates tax relief via the Net Pay Arrangement. Contributions by the Employer and those of its employees admitted to the Scheme shall be paid every Payroll Reference Period at or above the rates shown in the following table, based on Full Qualifying Earnings per annum:

3.1

Effective date	Employer minimum contribution	Total minimum contribution
To 5 April 2018	1%	2%
6 April 2018 – 5 April 2019	2%	5%
6 April 2019 onwards	3%	8%

- 4. The employer shall pay the fees and charges notified to it as payable in connection with the Scheme in accordance with the Terms and Conditions.
- 5. The Employer covenants to comply with the terms of the Scheme including the Rules and accepts the Terms and Conditions.

..... Signature

..... (Print Name)

Authorised signatory

for and on behalf of (Employer)

6. **Introduction**

6.1 These Terms and Conditions apply to your participation in the Scheme and set out the rights and responsibilities of both you and us in relation to your participation in the Scheme.

7. **Defined Terms**

7.1 See Table 1.

7.2 References to “we”, “us”, “our” or “ourselves” in these Terms and Conditions are references to Carey Corporate Pensions UK Limited.

7.3 References to “you” or “your” are to you as an Employer participating in the Scheme following completion of a Deed of Participation or Participation Agreement and includes anyone acting upon your behalf such as an accountant, trade association or payroll agent.

7.4 The singular includes the plural and vice versa. The masculine includes the feminine.

8. **Participation**

8.1 You will participate and contribute to the Scheme with effect from the date specified in the Deed of Participation or Participation Agreement.

9. **Payment of Contributions**

9.1 You will pay the Contributions on or before the Contribution Date each Payroll Reference Period. The Contribution period will commence from the beginning of the next Payroll Reference Period as we do not accept part period contributions.

10. **Software and Websites**

10.1 You will be responsible for entering all Prescribed Data into the Database in the Prescribed Format.

10.2 You will ensure that only Designated Persons have access to the Database unless we agree otherwise in writing and you will inform us if any Designated Person ceases to be employed by you or authorised to act on your behalf.

10.3 You will inform us immediately of any errors or failures in sending or receiving data or instructions or of any suspected fraud or breach of security and will take all steps requested by us to remedy such error, failure, fraud or breach of security.

10.4 You will be liable for any loss or damage suffered by us arising from any malfunction in the Supporting Software which is caused by your negligence, fraud or wilful misconduct or of anyone acting on your behalf.

10.5 You will not copy, adapt or vary the Supporting Software or the Database in any way and will be responsible for maintaining suitable firewall protection and virus checks in respect of your email and internet facilities. You and we will use reasonable endeavours to ensure the security of and prevent any unauthorised access to the Database.

10.6 You acknowledge that all Intellectual Property Rights used in or connected to the Supporting Software and all supporting documentation or manuals shall remain our sole property or that of the Owner, as applicable, and you will not question or dispute ownership at any time during or after your participation in the Scheme.

10.7 We will provide each Member with a PIN and instructions in how to access and review their Personal Information on the Website.

11. **Responsibilities of the Employer and Communication**

11.1 You will have the responsibilities set out in Table 2.

11.2 You and we shall communicate with each other in relation to the Scheme as specified in the Methods of Communication set out in Table 3.

12. **Liability**

12.1 We shall be entitled to rely upon you for the accuracy of all information, instructions or data received from you or upon your behalf and will be under no obligation to verify the same. We shall not be liable to you for any loss or damage caused by our reliance on, use of, or application of such information, instructions or data.

12.2 We shall not be liable to you for any loss arising under the Services other than loss occasioned by our negligent or fraudulent act or omission or other failure to perform the Services.

13. Confidential Information

- 13.1 You agree to provide us with any confidential information we reasonably require to provide the Services, properly administer the Scheme or where such information is needed in connection with legal proceedings, by any competent authority or by law.
- 13.2 We will provide to you or your auditors all information reasonably requested in connection with the Scheme provided such information is in our possession or under our control.
- 13.3 Unless the information is needed for the purposes set out in section 8.1 or requested under section 8.2 we will keep confidential all Personal Information and any confidential information acquired by us through the provision of the Services.
- 13.4 Within a reasonable period following your ceasing to participate in the Scheme we will return to you any confidential information we may hold on your behalf.
- 13.5 The provisions of this section 8 shall remain in force after you cease to participate in the Scheme.

14. Scheme Records

- 14.1 We shall keep and maintain the Scheme Records and will provide you with at least one months' notice if we intend to implement any major change to the system on which the Scheme Records are kept.
- 14.2 We shall maintain a disaster recovery system in relation to the Scheme Records.
- 14.3 We will keep the Scheme Records for at least the minimum period required by law.

15. Fees

- 15.1 You will pay the scheme establishment fee(s) in accordance with the agreed fee schedule prior to the commencement of the scheme. Fees will be payable either direct to us or to your appointed agent.

16. Money Laundering

- 16.1 You will fulfil your obligations under the Money Laundering Regulations 2007 and we may rely upon your compliance with those requirements.

17. Disagreements

- 17.1 If a disagreement arises between you and ourselves in relation to the Scheme we shall both appoint a representative to meet as soon as practicable to seek to resolve the issue. If the representatives are unable to reach agreement either you or we may serve a Dispute Notice on each other unless legal proceedings have been commenced.
- 17.2 Following service of a Dispute Notice we will endeavour to resolve the Dispute by agreement within a reasonable time. If we cannot agree then you may refer the Dispute to the Trustees.
- 17.3 If you disagree with the finding of the Trustees you may refer the issue to The Pensions Advisory Service (TPAS). In most cases, TPAS will assist in reaching a satisfactory outcome. If you are still not satisfied, the Pensions Ombudsman may investigate and resolve the complaint or dispute. The Pensions Ombudsman will expect the employer to have referred their complaint to TPAS in the first instance. Contact details for both parties are as follows:

The Pensions Advisory Service, 11 Belgrave Road, London SW1V 1RB, Tel: 0845 601 2923.
The Pensions Ombudsman, 11 Belgrave Road, London SW1V 1RB, Tel: 0207 630 2200.

18. Force Majeure

- 18.1 We shall not be liable to you for any loss or damage if such loss or damage is caused directly or indirectly by Force Majeure.
- 18.2 If we are prevented by Force Majeure from complying with our obligations for a continuous period of 30 days then you or we shall be entitled to terminate the provision of the Services.

19. Data Protection

- 19.1 You will comply at all times with the provisions of the Data Protection Act 1998. We agree to only process Personal Information solely for the purposes of administering the Scheme. We agree not to transfer or disclose any such Personal Information to a third party without your consent.

20. Variation

- 20.1 We reserve the right to vary these terms and conditions from time to time upon providing you with one months' notice in writing.
- 20.2 All of our products & services carry their own Terms & Conditions, that may be updated from time to time and must be accepted before placing and order.

21. Termination

- 21.1 If you enter into any form of insolvency (other than for the purposes of reconstruction or amalgamation) your participation in the Scheme will terminate in accordance with the Rules.
- 21.2 If you wish to terminate your participation in the Scheme you must provide us with a minimum of [six] months' notice. If you wish to terminate the scheme earlier an early termination fee will apply. Before we commence work on early scheme termination you will be billed £8.00 per active member for each month you reduce your notice period or a minimum £250 whichever is greater (calculated from the date you notify us of your intention to terminate) Payment must be made in full within 30 days on invoice receipt. Any instruction to complete a bulk transfer of the scheme to the new provider will incur a flat cost of £250.
- 21.3 You acknowledge that, under the Rules, your participation in the Scheme would cease if your contributions remain unpaid for a period of six months.

22. Notices

- 22.1 Notices to us may be served in accordance with the Methods of Communication or by writing to us at our registered office. We may serve notices upon you either in writing at your registered office or by the Methods of Communication.

23. Law

- 23.1 You and we agree that these terms and conditions shall be governed by English law.

24. Third Party Rights

- 24.1 It is not intended that any other person shall have any rights in relation to the Services under the Terms of the Contracts (Rights of Third Parties) Act 1999.

25. Our Refunds Policy

- 25.1 Once the scheme has been successfully established following your order no refund applies

26. Information About Us

We are Carey Corporate Pensions UK registered in England and Wales under company number 9358998. Our registered office is 1st Floor Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes, MK4 1GA. Our VAT number is 206097814.

Table 1

Administration Agreement	The agreement entered into between the Scheme Trustees and the Administrator dated 2 September 2013 as amended from time to time.
Administrator	Carey.
Adviser	A professional adviser or IFA appointed to act on behalf or provide advice to an Employer
Assessment Date	As appropriate either: (a) the Employer's Staging Date for existing workers; (b) the first day of employment for any new joiner after the Staging Date; (c) the birthday of a worker turning 22 years old; or (d) the first day of the pay reference period for any worker assessed after the Employer's Staging Date or the last day of the Postponement period.
Carey	Carey Corporate Pensions UK Limited (registered number 9358998) whose registered office is at First Floor, Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes MK4 1GA.
Contribution Date	The date notified by us to you by which monthly payments are to be credited to the Scheme.
Contributions	Contributions made by the Members and you under the Scheme.
Database	The electronic Pension Administration System and other records maintained in relation to Members for the purpose of providing the Services.
Deed of Participation or Participation Agreement	The Deed or Agreement signed by you or on your behalf by which you agree to participate in the Scheme.
Designated Persons	The persons authorised by you and specified to us as having access to the Database and on whose instructions we can act and with whom we may communicate from time to time.
Dispute	Any issue identified in a Dispute Notice as being a dispute.
Dispute Notice	A notice from one party to the other setting out the details of a Dispute.
Eligible Jobholder	A worker who is auto-enrolled into the Scheme and who is aged between 22 and state pension age and who has qualifying pensionable earnings.
Entitled Worker	A worker who is entitled to join the Scheme but will not be auto-enrolled due to not having the relevant Qualifying Earnings and with no mandatory employer contribution.
Force Majeure	A major event, natural or manmade, which is beyond our control and which impacts on our ability to deliver the Services.
Intellectual Property Rights	All right, title and interests in copyrights, databases, inventions, know how, logos, patents, registered and unregistered designs, services marks, trademarks and trade names, and all similar proprietary rights which may subsist now or in the future, including (where such rights are obtained or enhanced by registration) any registration of such rights and rights to apply for registration.
Member	An individual who has been admitted as and remains at the relevant time a member of the Scheme and who has been accepted by you and us onto the Database.
Non-eligible jobholder	A Worker who is not eligible to be auto-enrolled into a Qualifying Pension Scheme.
Opting-out	The process in which an Eligible Jobholder chooses to cease being an active member of the Scheme within 30 days of active enrolment notification date
Owner	The owner of the Supporting Software from whom we hold a licence to use the same.

Pay Reference Period	Period of time by reference to which you pay your workers their regular wage or salary.
Personal Information	Personal Data (as defined in the Data Protection Act 1998) held by us, the Adviser or the Trustees in relation to a Member in connection with the Scheme.
Postponement	A suspension of the duty of assessment and automatic enrolment from one day to a maximum of three months.
Prescribed Data	Personal information relating to Members to be included as part of the Scheme Records.
Prescribed Format	The format and content requirements for adding Prescribed Data to the Database as specified from time to time by us.
Qualifying Earnings	Earnings broadly between the Lower and Upper Earnings Limit made up of any of the following items: salary, wages, commission, bonuses, overtime, statutory sick pay, statutory maternity pay, and ordinary or additional statutory paternity pay and statutory adoption pay.
Re-enrolment Dates	Within a 3 month window either side of the third anniversary of the Assessment Date
Rules	The Rules of the Scheme as amended from time to time.
Scheme	The Carey Workplace Pension Trust.
Scheme Bank Account	The bank account operated by us on behalf of the Trustees for the purposes of the Scheme.
Scheme Records	Records maintained by us relating to Contributions, Members, unit holdings and investment valuations relating to you and your members.
Services	The services to be provided by us in administering the Scheme.
Staging Date	The date by which you must auto-enrol your workers into a Qualifying Pension Scheme in accordance with their PAYE numbers determined as at 1 April 2012.
Supporting Software	Any software owned or licensed to us and made available to the Trustees or you to support the provision of the Services including the Database.
Trustees	The Trustee Board consisting of at least 2 independent trustees as laid out by TPR legislation. Full details of the current trustees can be obtained from the scheme administrators; Carey Corporate Pensions UK Limited First Floor, Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes MK4 1GA
Website	The website available at www.careypensions.co.uk .

RESPONSIBILITIES OF THE EMPLOYER

Table 2

Event	Description	Time Limit
Establishing a Qualifying Workplace Pension Scheme	You must identify your Staging Date in accordance with the Pensions Regulator's Notification on 1 April 2012. The figure is based on PAYE workers.	As per legislation.
Enrolment of "Workers"	Enrolling a 'worker' into the Scheme without the need for any action by the Worker (deemed contractual enrolment). Eligible jobholders are to be automatically enrolled within one month of your Assessment Date unless it is possible to use Postponement. There is a 30 day	As per legislation.

	notice period prior to the contributions being invested as a worker has a right of Opting-out via an opt-out notice within this period.	
Deduction of contributions	Deducting employee contributions from workers salaries in accordance with the minimum requirements for Auto-enrolment.	As per legislation.
Payment of Contributions	Arrange for contributions to be transferred to the Scheme bank account by the 22nd day of the month following the deduction from the worker's salary. The first employee contribution must be taken on the first pay day on or after the Assessment Date.	As per legislation.
Workers who join the Scheme following Enrolment	Arranging membership of the Scheme for jobholders who choose to opt-in or entitled workers who choose to join the Scheme.	As per legislation.
Enhanced/Fixed Protection	You should use reasonable endeavours to be aware of those workers with enhanced protection or any form of fixed protection. A copy of the relevant protection certificate must be provided by the worker prior to enrolment as enhanced or fixed protection may be lost if the worker is automatically enrolled into the Scheme and contributions are paid on their behalf.	As per legislation
Re-enrolment	The re-enrolment date is on every third anniversary of your Staging Date and you must re-assess all workers on the re-assessment date. This includes active members of the Scheme or any person who in the previous 12 months prior to the re-enrolment date has ceased membership. You may opt to move their re-enrolment date to any day up to three months before or after each third anniversary.	As per legislation
The Opt-out Process	Administering the Opt-out Process for workers who decide they do not want to be a member of the Scheme. The opt process can be either electronic or paper. You must inform workers of the	As per legislation.

	right to opt-out and how to opt-out. The one month opt-out window starts on the latter of two dates: when active membership is achieved and when the Employer (or Administrator, if delegated) issues a letter/email to the jobholder.	
Specific Information	Giving specified information to groups of workers within the specified categories (Eligible Jobholders, Non-eligible jobholders and Entitled Workers).	As per legislation
Fees	[The Employer agrees to pay the administration fees in accordance with the agreed fee schedule and paid either direct to us or to your appointed agent.	

METHODS OF COMMUNICATION

Table 3

Event	Method of Communication Permitted	Authority Required
Notification from you to us authorising specified persons to give instructions on your behalf in the relation to the provision of the Services	Writing, including facsimile and email transmission.	To be signed by a signatory authorised by you.
Notification from us to you of a change of principal contact for the provision of the Services	Writing, including facsimile and email transmission.	To be signed by a signatory authorised by us.
Instructions from you or authorised persons on your behalf to us in relation to the provision of the Services	Writing, including facsimile and email transmission.	To be signed by a signatory authorised by you/a person authorised on your behalf, save for email which should be followed up with a signed authority.