

## Standard Terms of Administration

### The Ethika Auto Enrolment Pension Scheme

#### Warwick & Eaton Administrators Limited

**The Employer's attention is drawn to clause 11 of these Conditions**

#### 1. Definitions and Interpretation

In these Conditions the following expressions shall, save where the context requires otherwise, have the following meaning:

"**Administrator**" means Warwick & Eaton Administrators Limited (company registration number 08648861) whose registered office is at Suite 2A The Manchester Club 81 King Street Manchester M2 4ST

"**Claim**" means all claims arising in respect of the Administrator's negligence or wilful default and which result from one and the same act or omission by the Administrator;

"**Clause**" means the relevant numbered provision of these Conditions;

"**Client Manager**" means a named individual within the Administrator's organisation to provide the principal contact point for the Trustees with regard to the provision of the Services and the operation of these Conditions generally;

"**Conditions**" means these Standard Terms of Administration together with the Schedules and any other document which the Parties shall agree in writing to form part of these Conditions and includes any variation of or addition to these provisions made in accordance with Clause 2.8;

"**Connected**" means connected as defined in section 839 Income and Corporation Taxes Act 1988;

"**Data Protection Laws**" means the DPA and Directive 95/46 of the European Parliament and of the Council on the Protection of Individuals with regard to the Processing of Personal Data and on the Free Movement of such Data (or any subsequent relevant data protection directive);

"**DPA**" means the Data Protection Act 1998;

"**Effective Date**" means the date of the Deed of Participation executed by the Employer;

"**Employer**" means a company that enters into a Deed of Participation with the trustees of the Scheme whereby it becomes an employer for the purposes of the Scheme;

**"Force Majeure"** means circumstances beyond the reasonable control of the Parties including but not limited to an act of God or act or regulation of any government or public authority, fire, explosion, flood, accident, civil commotion, outbreak of hostilities (whether war is declared or not), insurrection, riot, act of terrorism, industrial dispute or failure on the part of any third party to provide services or materials necessary in the performance of a function or obligation under these Conditions;

**"Intellectual Property Rights"** means all rights, titles and interests in copyright, databases rights, inventions, know-how, logos, patents, design rights (whether registrable or otherwise), trademarks and trade names, and all similar proprietary rights which subsist now or may subsist in the future, including any registration of such rights and rights to apply for such registration;

**"Member"** means a member of the Scheme;

**"Notice"** means written notice, signed by the relevant Party or by someone authorised by that Party to do so;

**"Party"** means such one of the Administrator or the Employer as is relevant to the context and **"Parties"** shall mean both of them;

**"Personal Data"** means personal data processed or to be processed by the Administrator under these Conditions as the Employer's data processor (in each case, within the meaning of the DPA);

**"Schedule"** means the relevant numbered schedule annexed to these Conditions;

**"Scheme"** means the Ethika Auto Enrolment Pension Scheme governed by the Trust Deed and Rules

**"Scheme Information"** means all information (whether now existing or to come into existence, and whether created by the Administrator or anyone else) in the possession or under the control of the Administrator which relates to the Scheme or its beneficiaries, whether contained in correspondence, documents, statements and other papers and records or stored on computer discs, tapes, microfiche or other similar means of storage and which may reasonably be required for the purpose of administering the Scheme. For the avoidance of doubt: (i) Scheme Information will not include any system (whether computerised, electronic or otherwise) in the possession or under the control of the Administrator on which Scheme Information is kept or any materials or programmes created or generated in connection with any such system; and (ii) this definition remains subject to both the Administrator's obligations to keep information confidential and to Clause 6.3 (Intellectual Property Rights);

**"Services"** means the pension administration services to be provided by the Administrator in respect of the Scheme under the terms of these Conditions as more particularly described in the Schedule 2.;

**"Staging Date"** means the date issued to the Employer by The Pension Regulator as the date the employer is to apply Automatic Enrolment to their employees.

**"Trust Deed and Rules"** means the applicable trust deeds and rules or other governing documentation of the Scheme (as amended from time to time); and

**"Working Day"** means any day other than a Saturday or a Sunday, and other than a day which is a bank or public holiday in the United Kingdom.

## **2. General Provisions**

### **2.1. References**

References in these Conditions to Clauses and Schedules are to those in these Conditions unless otherwise stated.

2.2. Legislation

Unless the context requires otherwise, references in these Conditions to any statute or statutory instrument shall include any amendment or re-enactment of it for the time being in force and shall include any subordinate legislation made under the relevant statute.

2.3. Singular/Plural

References in these Conditions to the singular include references to the plural and vice versa and references to any gender include references to every gender and references to natural persons include bodies corporate and vice versa.

2.4. Headings

Headings in these Conditions are for convenience only and shall not affect the construction of these Conditions.

2.5. Entire agreement

These Conditions, including any Schedules referred to in it and attached to these Conditions, each of which is incorporated in these Conditions for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in these Conditions.

2.6. Authorisation

Each Party represents and warrants to the other that:

2.6.1. it has the requisite authority to enter into these Conditions and to carry out the transactions contemplated by these Conditions; and

2.6.2. the execution, delivery and performance of these Conditions and the consummation of the transactions contemplated by these Conditions have been duly authorised by the requisite action on the part of such Party.

2.7. Consents and approval

Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under these Conditions, it shall not be unreasonably delayed or withheld. An approval or consent given by a Party under these Conditions shall not relieve the other Party from responsibility for complying with the requirements of these Conditions, nor shall it be construed as a waiver of any rights under these Conditions, except as and to the extent otherwise expressly provided in such approval or consent.

2.8. Variation of Agreement

Any variation of these Conditions must be in writing and signed by each Party to it or, in each case, by someone authorised by that Party to do so.

2.9. Counterparts

These Conditions may be executed in two counterparts, both of which taken together shall constitute one single agreement between the Parties hereto.

2.10. Severance

In the event that any provision of these Conditions conflicts with the laws of England and Wales or if any such provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties and the remainder of these Conditions shall remain in full force and effect.

2.11. The Contracts (Rights of Third Parties) Act 1999

The Administrator and the Trustees do not intend that any term of these Conditions which purports to confer a benefit on a third party should be enforceable by such a third party under the terms of the Contracts (Rights of Third Parties) Act 1999.

2.12. Waiver of default; cumulative remedies

2.12.1. A delay or omission by any Party to exercise any right or power under these Conditions shall not be construed to be a waiver of that right or power. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach of them shall not be construed to be a waiver of any succeeding breach of them or of any other covenant contained in these Conditions.

2.12.2. Except as expressly provided in these Conditions, all remedies provided for in these Conditions shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

2.13. Survival

Any provision of these Conditions which contemplates performance or observance subsequent to any termination or expiration of these Conditions, including any fees due to the Administrator pursuant to these Conditions, shall survive any termination or expiration of these Conditions and continue in full force and effect.

2.14. Notices

Any Notice under these Conditions shall be deemed duly given:

2.14.1. if it is sent by first class post, to the Party's address as set out in these Conditions (or such other address as shall have been notified to the other Party for this purpose), no later than the third Working Day after it is sent; or

2.14.2. if it is sent by facsimile or e-mail (with the original being sent by first class post), immediately upon receipt by the sender of confirmation of successful transmission.

2.15. Force Majeure

Subject to an affected Party promptly notifying the other in writing of the reasons therefore and the likely duration thereof, neither Party shall be liable for delay in performing obligations or for failure to perform obligations under these Conditions if the delay or failure results from Force Majeure, provided that such Party shall have used all reasonable endeavours in the circumstances to avoid or minimise the effects of any such delay or failure and to perform such obligations.

2.16. Governing law

These Conditions and performance under it shall be governed by and construed in accordance with the laws of England and Wales. The Parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales as regards any claim or matter arising under these Conditions.

2.17. Assignment

These Conditions shall be binding on the Parties and their respective successors and assigns. Neither Party may, or shall have the power to, assign these Conditions without the prior written consent of the other.

### **3. Relationship between the Parties**

#### 3.1. General co-operation of Parties

The Parties agree to co-operate with one other with a view to ensuring the proper and cost-effective provision of the Services. In particular, the Administrator agrees to provide to the Trustees such information and explanations about the provision of the Services as the Trustees may reasonably require within timescales agreed between both Parties.

#### 3.2. Offer of employment

Each Party agrees not to offer employment to any employee of the other Party (or of anyone Connected with the other Party) during the term of these Conditions or for a period of 12 (twelve) months after the termination of these Conditions unless the other Party gives its express consent in writing.

### **4. Term**

#### 4.1. Term

Subject to Clause 4.2, the term of these Conditions shall begin on the Effective Date and shall expire 12 (twelve) months after the Staging Date unless terminated earlier or extended in accordance with these Conditions.

#### 4.2. Extension

On the expiry of the term set out in Clause 4.1 or any extension of it in accordance with this provision, these Conditions will be extended automatically for 12 (twelve) months (the "Extension Period") on the same terms and conditions as are set out in these Conditions (including this provision relating to further extensions), save that:

4.2.1. where either Party gives the other Party no less than 6 (six) months prior Notice that it wishes to vary any term or condition of these Conditions to apply during any Extension Period, both Parties shall use their respective reasonable efforts to agree a variation in writing prior to then-existing expiration period of these Conditions. If the Parties are unable to agree a variation within this period (or within such other period as the Parties agree), these Conditions will terminate at the end of the then-existing expiry date; and

4.2.2. these Conditions will not be automatically extended where either Party gives the other Party Notice, no later than 3 (three) months prior to the then-existing expiration date of these Conditions (or any extension of it), that it does not agree to the automatic extension of these Conditions. In such circumstances, these Conditions will terminate on that expiration date.

### **5. Appointment of Administrator**

#### 5.1. General

The Employer appoints the Administrator to provide the Services in accordance with and on the terms of these Conditions.

#### 5.2. Finance Act 2004

The Administrator warrants that it is an Authorised Practitioner as defined in the Registered Pension Schemes Manual in relation to the Scheme.

5.3 Administrator for tax purposes

The Administrator acknowledges that it is, and will remain, the Scheme's administrator for the purposes of the Finance Act 2004.

**6. Service and Contract Management**

6.1. Provision of Services by the Administrator

Subject to the Administrator receiving all necessary data, documents, funds, information or instructions in accordance with Clause 6.2.1, the Administrator must use its reasonable endeavours to provide the Services in a manner appropriate to a professional pension scheme administrator, and must use its reasonable endeavours to provide them within a reasonable time.

6.2. Provision of information by the Employer

The Employer must use their reasonable endeavours to provide or procure the provision to the Administrator, in each case in a timely manner and in a form accessible by the Administrator the data, documents, funds, information and instructions referred to in Clause 6.1.

6.3. Intellectual Property Rights

The Parties agree that the Intellectual Property Rights in all materials or programmes created or otherwise generated by the Administrator in the provision of the Services are and will remain the property of the Administrator.

6.4. Contact within Administrator

By Notice from time to time to the Employer, the Administrator must designate both a Client Manager and an alternate (should the Client Manager be unavailable at any time).

6.5. Compliance by the Administrator

In providing the Services, the Administrator shall use its reasonable endeavours to comply with:

- 6.5.1. relevant provisions of the Trust Deed and Rules;
- 6.5.2. all applicable statutory provisions (including, without limitation, the Pensions Act 1995 the Pensions Act 2004 the Pensions Act 2008 and the Taxation of Pensions Act 2014) which may from time to time affect the Scheme, or the Administrator;
- 6.5.3. all requirements of the Department for Work and Pensions, the Pensions Regulator, HM Revenue & Customs and any other regulatory body having jurisdiction over the Scheme;
- 6.5.4. all reasonable instructions from the Employer received in accordance with these Conditions.

6.6. Registered status of the Scheme

In the provision of the Services, the Administrator must use its reasonable endeavours not to do or omit to do anything which could prejudice the registered status of the Scheme.

6.7. Instructions and reporting

The Employer (through such named individuals as the Employer may designate from time to time by Notice to the Administrator) may give instructions (not amounting to a variation of these Conditions) to the Administrator. The Administrator shall report to whoever instructed it or (in his absence) to anyone else for the time being nominated by the Employer in writing to the Administrator.

6.8. Administrator's capacity

Other than for the purposes of discharging the Administrator's obligations under these Conditions or unless specifically authorised by the Employer, the Administrator is not, and must not hold itself out to be, the agent of the Employer for any purpose whatsoever. When communicating with a current or prospective beneficiary of the Scheme, the Administrator must, where appropriate, make it clear to that person that it is doing so on behalf of the trustees of the Scheme or the Employer as appropriate.

**7. Bank and Other Accounts**

7.1. Operation

In carrying out the Services, the Administrator will use such bank or other accounts as the trustees of the Scheme may authorise from time to time, and on the terms agreed by the trustees of the Scheme with the relevant bank or other body and notified to the Administrator from time to time. Any interest accruing to the bank account will be held for the benefit of the Scheme.

7.2. Limits of Administrator's authority

Payments by the Administrator out of any of those accounts are to be limited to providing benefits, transfer payments and other payments or expenses properly payable under the Scheme and to such other payments as the trustees of the Scheme may authorise from time to time.

7.3. Administrator's accounts

No Scheme money will be kept in an account held by the Administrator.

**8. Scheme Information**

8.1. Ownership

The Employer acknowledges that the Scheme Information is, and will become and remain, the property of the trustees of the Scheme.

8.2. Retention

The Administrator must use reasonable endeavours to retain and keep safe the Scheme Information, and must not destroy, or permit or suffer to be destroyed, any of it except with the written consent of the trustees of the Scheme.

8.3. Confidentiality

Unless:

- 8.3.1. the information in question is already in the public domain; or
- 8.3.2. disclosure is required for the proper provision of the Services, in connection with legal proceedings, by any competent authority, or by law (including, without limitation, under section 70 of the Pensions Act 2004),

the Administrator must keep confidential the Scheme Information and any other confidential information concerning the Employer the Scheme and/or any Member acquired by it in the course of providing the Services and the Employer must keep

confidential any confidential information concerning the Administrator acquired by them in relation to the provision of the Services.

## **9. Data Protection**

### 9.1. Status of the Parties

The Parties acknowledge that for the purposes of the DPA:

- 9.1.1. the Employer is to be regarded as data controllers within the terms of the DPA; and
- 9.1.2. the Administrator is to be regarded as a data processor in relation to the Employer.

### 9.2. Data protection compliance

- 9.2.1. The Parties shall comply with the DPA and any regulations or instruments made thereunder and with the Data Protection Laws applicable to them and shall not do or cause or permit to be done anything which may cause or otherwise result in a breach by the other Party of the Data Protection Laws and they agree to ensure that their uses of their data protection notifications comply with the applicable legislation at all times.
- 9.2.2. The Administrator agree to inform the Employer of any amendments to their data protection notifications which are relevant to these Conditions and the performance of the Services after the date of these Conditions.
- 9.2.3. The Employer confirms that any Personal Data provided to the Administrator by or on the Employer's behalf will have been collected fairly and lawfully (including observing any requirement to obtain the explicit consent of Members) so as to enable the processing of the Personal Data by the Administrator.

### 9.3. Administrator's obligations

The Administrator will maintain appropriate technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of any Personal Data processed by it pursuant to these Conditions and to protect any such Personal Data against unauthorised or unlawful processing, accidental loss, destruction or damage as may be required by a data controller under the DPA.

### 9.4. Data protection indemnity

Subject to the provisions of Clause 14 (Limitation of Liability), each Party will fully and effectively indemnify the other Party against any loss or damage suffered by that other Party and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto which may arise directly or indirectly as a result of a breach of the Data Protection Laws.

## **10. Payment for Services and of Contributions**

### 10.1. Fees

In return for providing the Services, the Employer will pay to the Administrator the fees and other sums specified in, and at the times and on the terms set out in Schedule 1.

### 10.2. Invoices

Invoices for fees and other sums shall be rendered on a monthly basis on or shortly after the first day of each month. They must contain, or be accompanied by, such details as are reasonably necessary to validate the sums being claimed. They will be subject to

any applicable value added tax and disbursements. They shall be made out to the Employer.

### 10.3. Time for payment

Payment of an invoice which has been issued in accordance with Clause 10.2 must be made within 10 (ten) days of the receipt of the invoice. If payment is not made within that period, the Administrator may charge interest at the Royal Bank of Scotland base rate plus 4% (compounded daily) on the balance of the invoice for the time being outstanding from the expiration of that period to the date of payment of the balance of the invoice.

### 10.4. Value Added Tax

13.4.1. Any sum which is payable by the Employer to the Administrator under or pursuant to this Agreement shall be deemed to be exclusive of any value added tax ("VAT").

13.4.2. Where the Administrator makes any supply to the Employer under or pursuant to this Agreement and VAT is or becomes chargeable on such supply, the Employer shall pay to the Administrator (at the same time as and in addition to any other consideration for such supply) a sum equal to the amount of such VAT.

10.5 The Employer agrees with the Administrator that it will duly and punctually pay (and in accordance with all statutory requirements) to the Administrator all contributions payable under the Scheme by Members who are employees of the Employer, and by the Employer. Such contributions shall be not less than the minimum payable to ensure compliance with the Employer's duties under the Pensions Act 2008 in respect of employees with Qualifying Earnings (as that expression is defined in section 13 of the Pensions Act 2008).

10.6 The employer agrees to pay the administration fees and all contributions payable under the scheme by Direct Debit. The Ethika Auto Enrolment Pension Scheme will only direct debit the employers bank account for the contributions payable, and declared payable by the employer, to the scheme. Where these have been calculated in error by the employer, the scheme can only enact a refund within the first 5 days after the Direct Debit has been taken. After this time the pension scheme cannot refund the employers error any corrections to be accounted for at the following Direct Debit collection point.

10.7 The Employer agrees to pay Employer and Employee contributions to the scheme in accordance with Schedule 3 of this agreement.

## **11. Limitation of Liability**

### 11.1. Reliance on information

The Employer agrees that the Administrator will be entitled to rely on the accuracy of the data, details, funds, information and instructions supplied by or on behalf of the Employer. The Employer agrees that the Administrator will not be responsible for any errors arising from such reliance, save where the Administrator has, in advance of such reliance, been notified of the error by the Employer.

### 11.2. Administrator's liability

11.2.1. In the absence of the Administrator's negligence, wilful default or fraud, the Administrator shall not be liable to the Employer for losses, damages, costs or expenses caused to the Employer. However, nothing in these Conditions shall exclude or in any way limit the Administrator's liability for death or personal

injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

11.2.2. Except in the case of fraud (in which case no limitation will apply) the Administrator's liability under these Conditions shall not exceed £1,000,000 in respect of any Claim.

11.3.3 The Administrator shall put and keep in place at all times during the term of this Agreement and for at least 6 years after its termination professional indemnity insurance covering potential liabilities arising from its performance or non performance of its obligations under this agreement

### 11.3. Employer's liability

11.3.1. Except in the event of the Administrator's negligence, wilful default or fraud, the Employer will indemnify the Administrator for all losses, damages, costs or expenses incurred by the Administrator in properly performing its obligations pursuant to these Conditions.

11.3.2. Except in cases of fraud (in which case no limitation will apply), the liability of the Employer under these Conditions shall not exceed £1,000,000.

## 12. Termination of Agreement

### 12.1. Termination by Employer

These Conditions may be terminated by the Employer:

15.1.1. immediately on Notice to the Administrator in the event of:

15.1.1.1. the insolvency of the Administrator or the Administrator going into liquidation (in either case within the meaning of section 247 of the Insolvency Act 1986); or

15.1.1.2. the Administrator failing to remedy a material breach of these Conditions within a reasonable period (being not less than 10 (ten) Working Days) after the Employer give to the Administrator Notice specifying the breach and requiring it to be remedied; and

15.1.2. in any other case, on 6 (six) months' Notice to the Administrator.

### 12.2. Termination by Administrator

These Conditions may be terminated by the Administrator:

12.2.1. the insolvency of the Employer or the Employer going into liquidation (in either case within the meaning of section 247 of the Insolvency Act 1986); or

12.2.2 immediately on Notice to the Employer in the event of the Trustees failing to pay any sums due to the Administrator under these Conditions if that failure continues for longer than 30 (thirty) days after the Administrator gives to the Employer Notice specifying the total amount outstanding and requiring it to be paid; or

12.2.3. in any other cases, on 6 (six) months' Notice to the Employer.

### 12.3. Actions following termination

12.3.1. On termination of these Conditions, the Administrator shall complete as soon as reasonably practicable any action already initiated by the Administrator as part of the Services prior to termination,

- 12.3.2. Subject to Clause 12.3.3, on termination of these Conditions, the Administrator shall hand over to the Employer (or to such other person as the Employer may nominate by giving Notice to the Administrator) as soon as reasonably practicable such part of the Scheme Information as relates to the members of the Scheme who are employees of the Employer as the Employer may require in the form held by the Administrator, provided that all reasonable work undertaken by the Administrator to facilitate such orderly handover will be charged to the Employer on the basis of the Administrator's time cost rates then applying. The Administrator is not otherwise required to retain or hold such Scheme Information after termination of these Conditions.
- 12.3.3. Subject to Clause 12.3.4, in respect of the handover of such of the Scheme Information as is held in computerised or other electronic form, the Administrator shall make available to the Employer (or to such other person as the Employer may nominate by giving Notice to the Administrator) all such Scheme Information in computerised or other electronic form (or in paper form if the Administrator considers it appropriate) without charge other than reasonable costs and disbursements incurred in arranging delivery of such Scheme Information to the location specified by the Employer or the person nominated by the Employer.
- 12.3.4. The basis of the provision of such of the Scheme Information as is held in computerised or other electronic form will be the standard facility available under the system then in use by the Administrator. In the event that an alternative or additional form is requested by the Employer, all reasonable costs incurred by the Administrator in providing the Scheme Information in the form requested by the Employer will be charged to the Employer and all reasonable work undertaken by the Administrator to provide the Scheme Information in that form will be charged to the Employer on the basis of the Administrator's time cost rates then applying.
- 12.3.5. For a period of 6 (six) months (or any other period agreed between the Parties) following the termination of these Conditions, the Administrators shall respond to all reasonable queries directed to it (whether by the Employer or any third party) relating to the administration of the Scheme, provided that all time incurred by the Administrator in doing so will be charged to the Employer on the basis of the Administrator's time cost rates then applying.

#### 12.4. Rights following termination

Termination of these Conditions will be without prejudice to:

- 12.4.1. any claim which either Party may have against the other Party for any previous breach of its terms;
- 12.4.2. any continuing obligation on the Administrator or the Employer under it;
- 12.4.3. any right of the Administrator to fees or other sums due to it:
- 12.4.3.1. under these Conditions, prior to and including the date of termination; and
  - 12.4.3.2. for completing the matters mentioned in Clause 12.3 and due in accordance with that provision; and

12.4.4. both Parties agreeing not to take any action (other than dispute resolution procedures) whether orally or in writing which is intended by that Party to affect adversely the other Party's reputation or business.

## **Schedule 1 – Payment for Services**

The fees payable to the Administrator shall be the usual fees of the Administrator as notified to and agreed by the Employer from time to time

In addition, the Administrator will charge the Employer additional fees where the Employer requires additional support than originally offered or has failed to keep to the terms of this agreement. Specifically;

### **Direct Debits**

Direct debits unpaid for whatever reason as a result of actions by the employer or their banker £25 for each failed attempt.

No Direct Debit, where an employer prefers to pay by an alternative payment method, £5 per pay period.

### **Incorrect Data Submission**

Correction of data submitted by or on behalf of an employer that once processed needs correction - £40 per hour with a one-hour minimum charge.

### **Payroll Files**

As part of the onboarding process, Warwick & Eaton Administrators Limited will provide telephone and email support to assist new employers for the first 4 months. One month prior to the expiration of this period the employer will be informed that further support may incur charges;

£5 to change a file format.

£15 to move data to a correct file.

One off and first time enquiries after the 4-month period has expired will not be charged.

### **Late Deduction Report Submission**

Deduction Report submitted after the 5th day of the month following the month of deduction £10. + The No Direct Debit Fee of £5. It should be noted that late submission of a report does not absolve the employer from the obligation to pay deductions to the pension scheme by 19<sup>th</sup> day of the month following the month of deduction.

### **Correspondence by Post**

£5 per item

## **Schedule 2 – The Services**

Arranging all steps necessary to ensure employees of the Employer as notified to the Administrator from time to time are enrolled as Members

Liaising with the Employer over the contributions payable by each employee of the Employer who is a Member and the Employer under the Scheme

Investing all contributions received from employees of the Employer who is a Member and from the Employer in the Scheme in accordance with the Scheme investment policies from time to time

Providing a member booklet describing the Scheme and the benefits payable thereunder to each employee of the Employer who becomes a Member.

Communicating with all employees of the Employer who are Members and the Employer in accordance with all relevant statutory requirements in that regard

Filing all statutory returns in relation to all employees of the Employer who are Members as required and at the times required

Administering the payment of all benefits due under the Scheme to Members who are or were employees of the Employer

### Schedule 3 Contribution Dates

This first contributions to the scheme will be paid by the employer not later than the 42 days after the end of the month where the first deductions should have been made. Thereafter in accordance with the table below.

Contribution Period	Due Date
Up to 31 <sup>st</sup> January	19 <sup>th</sup> February
Up to 28 <sup>th</sup> February	19 <sup>th</sup> March
Up to 31 <sup>st</sup> March	19 <sup>th</sup> April
Up to 30 <sup>th</sup> April	19 <sup>th</sup> May
Up to 31 <sup>st</sup> May	19 <sup>th</sup> June
Up to 30 <sup>th</sup> June	19 <sup>th</sup> July
Up to 31 <sup>st</sup> July	19 <sup>th</sup> August
Up to 31 <sup>st</sup> August	19 <sup>th</sup> September
Up to 30 <sup>th</sup> September	19 <sup>th</sup> October
Up to 31 <sup>st</sup> October	19 <sup>th</sup> November
Up to 30 <sup>th</sup> November	19 <sup>th</sup> December
Up to 31 <sup>st</sup> December	19 <sup>th</sup> January