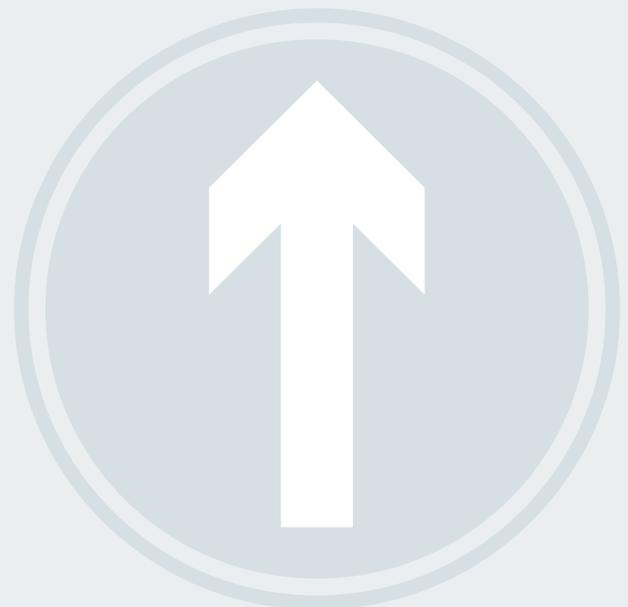


The Pay Check Auto Enrolment Service

A service designed for Pay Check clients who are looking for a first class pension solution that is simple to administer, cost effective and guarantees full compliance with new legislative pension requirements.



A service you can trust

Pay Check has worked with the Independent Financial Advisers, Chase de Vere, to carefully select the most appropriate pension provider for our clients; we have chosen Legal & General who are one of the largest insurance companies in the UK, covering a wide range of pension, investment and protection businesses.

Legal & General guard the financial security of over 10 million customers worldwide with total assets under management of £708 billion including £29 billion of corporate pensions. They were awarded Auto Enrolment Provider of the Year in the FT Pension and Investment Provider Awards 2013 and 2014 and have supported several leading household names through Auto Enrolment.

Full details of the Pay Check Auto Enrolment Service are shown opposite. For more information on the Legal & General Automatic Enrolment Pension Proposition please visit www.legalandgeneral.com/workplacebenefits/employers/workplace-pension/auto-enrolment/.

If you are unclear about the implications of Auto Enrolment you will find our Guide to Auto Enrolment a good starting point.



What is included in The Pay Check Auto Enrolment Service?

From Pay Check:

Pay Check will ensure you meet all the administrative, communication and reporting duties required of Auto Enrolment. Our service includes:

- > Assessing who from your workforce is eligible for Auto Enrolment.
- > Automatically enrolling your eligible workers.
- > Communicating and sending out mandatory notices and letters to your workers.
- > Administering those who choose to opt-out and refunding their contributions.
- > Calculating and processing monthly pension contributions:

Pay Check will set your level of employer contribution at 1% of your employee(s) qualifying earnings and then automatically increase this to 2% from October 2017 and 3% from October 2018 onwards, as required by law.

- > Facilitating the re-enrolment of opted-out workers every three years.
- > Keeping secure records of your Auto Enrolment compliance.
- > Use of the Auto Enrolment 'postponement period' to give you added flexibility. See our *Guide to Auto Enrolment* for further details on postponement.

From our partners Chase de Vere:

Once you have registered for The Pay Check Auto Enrolment Service, Chase de Vere will:

- > Set up your compliant workplace pension scheme with Legal & General Pensions.
- > Submit your declaration of compliance to The Pensions Regulator (TPR).
- > Re-submit your declaration of compliance to TPR every three years.
- > Ensure the company meets their corporate governance requirements for the ongoing suitability of the pension.

How much does The Pay Check Auto Enrolment Service cost?

Initial set-up charge: £250.00 + VAT

This one-off fee covers the set-up of your qualifying workplace pension including workforce eligibility assessment, workforce communications and submitting your declaration of compliance to TPR.

£125.00 + VAT will be invoiced upon registration.

£125.00 + VAT will be invoiced 1 month after your agreed staging date.

Monthly charges:

No of employees	Monthly employees	Fortnightly employees	Weekly employees
1 to 20	£20.00 per month	£35.00 per month	£60.00 per month
21 to 75	£25.00 per month	£40.00 per month	£70.00 per month
76+	£30.00 per month	£50.00 per month	£80.00 per month

This monthly recurring fee covers:

- > Assessing who from your workforce is eligible for Auto Enrolment.
- > Automatically enrolling your eligible workers.
- > Communicating and sending out mandatory notices and letters to your workers.
- > Administering those who choose to opt-out and refunding their contributions.
- > Calculating and processing monthly pension contributions.
- > Uploading the pension file to Legal & General.
- > The ongoing due diligence of your workplace pension, re-submitting your declaration of compliance to TPR and facilitating the re-enrolment of opted-out workers every three years.

How do Legal & General Pensions charge for their service?

Charges from Legal & General Pensions are made against employees' pension funds and are not a direct cost to you the employer. Fees equate to 0.6% of the employees' pension fund each year.

What about my Employer Contributions?

You are required by law to contribute towards your employees' workplace pension. For full details see our *Guide to Auto Enrolment*.

Further advice

If you think you would benefit from bespoke professional advice concerning your pension choices or to review the suitability of your existing workplace pension, Pay Check will gladly put you in touch with one of Chase de Vere's Auto Enrolment specialists.

Client Registration

To register for The Pay Check Auto Enrolment Service please complete section 1 of this form and return to Pay Check. If you are making alternative arrangements please complete section 2.

Section 1: Clients wishing to register

- I/we would like to join **The Pay Check Auto Enrolment Service** and confirm that the amount of £125.00 + VAT can be added to our next monthly invoice.
- I/we have read your letter and accompanying pack including details of The Pay Check Auto Enrolment Service and the Terms and Conditions. I/we understand this creates a legal agreement between us the **Client** and Pay Check Limited of 4 Ingate Place, London SW8 3NS for the provision by Pay Check to us of a pension Auto Enrolment solution known as "AE Professional" (the "**Services**").

By ticking the boxes above we agree to the attached Terms and Conditions which will be legally binding and will govern the contractual relationship between us.

If you do not agree to accept the attached Terms and Conditions of Business then Pay Check are unable to provide the Services to you.

You should keep a copy of this letter and the attached Terms and Conditions for future reference.

Name _____
Company _____
Address _____

Telephone _____
Email _____

Signed _____
Date _____

Please note: Upon receipt of your payment we will instruct Chase de Vere to establish your new pension scheme with Legal & General. You will receive a communication directly from Legal & General asking you to confirm the establishment of the scheme and your acceptance of their terms and conditions.

Section 2: Clients making alternative arrangements

- I/we have read and understood your letter and accompanying pack. I/we have made or will make other arrangements for Auto Enrolment and will ensure that Pay Check is informed of these arrangements prior to our staging date.

Name _____
Company _____

Signed _____
Date _____

To all Pay Check clients:
Please return this form to Pay Check in the envelope provided.

Pay Check Limited

Terms and conditions of business for the supply of the Pay Check Auto Enrolment Service known as "AE Professional".

1 Introduction

- 1.1 This agreement consists of this document entitled "Terms and Conditions", together with its schedules. If there is any conflict between these Terms and Conditions and any of the schedules, these Terms and Conditions will take precedence.
- 1.2 In this agreement, the expressions "we", "us" and "our" are taken to mean Pay Check Limited and the expression "you" and "your" is taken to mean you, our customer and the recipient of the services which are the subject of this agreement.

2 Duration of this agreement

This agreement will start on the date you sign and return to us the enclosed covering letter and will remain in force until it is brought to an end by you or by us in accordance with clause 7.

3 What we agree to do

- 3.1 We agree to provide the services, details of which are set out in Schedule 1. All services will be provided on the terms of this agreement and you and we can agree to alter or add to the services at any time, provided that any such agreement is recorded in writing and signed by you and by us.
- 3.2 We also agree:
- not to do or fail to do anything which may bring you or us into disrepute; and
 - to comply with the terms of this agreement.

4 What you agree to do

You agree:

- to comply with your commitments set out in Schedule 3;
- to pay us for the services we provide on the terms set out in Schedule 2;
- not to do or fail to do anything which may bring you or us into disrepute; and
- to comply with all other terms of this agreement.

5 Regulatory terms

- 5.1 You agree that by the date on which this agreement comes into effect, you will have obtained any licence, consent, permission or other authority needed to enable you lawfully to enter into and/or perform your obligations and/or exercise your rights under, this agreement and that you will maintain any such licence, consent, permission or other authority at all times whilst this agreement remains in force.
- 5.2 In performing our respective obligations and exercising our respective rights under this agreement, you and we agree to comply with all applicable statutory and regulatory requirements.
- 5.3 You and we agree to tell the other promptly if any licence, consent, permission or other authority which you or we hold is suspended, withdrawn or cancelled.

6 Our Remuneration

You and we have agreed that we will be remunerated for the services we provide on the terms set out in Schedule 2.

7 Ending this agreement

- 7.1 Either you or we can end this agreement by giving not less than 6 months' notice in writing to the other.

- 7.2 You or we can end this agreement immediately by giving notice in writing to the other if:

- the other party commits a material breach of any term of this agreement which breach is not capable of remedy or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
- the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 7.3 Termination of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination. Those clauses of this agreement which expressly or impliedly are intended to remain in force on and after termination (including but not limited to clauses 7, 8, 9.4, 9.5, 9.6, 9.8 and 9.10) will continue to have effect.

8 Confidentiality

- 8.1 Each party undertakes that it shall not at any time whether during this agreement or after its termination disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as set out in the following two sub-clauses. For the avoidance of doubt, information relating to clients (and/or their employees) of yours, who may also have become clients of ours, which is disclosed by you with the permission of the relevant client to a replacement provider of auto-enrolment services and is needed by that replacement provider in order to provide such services to or in respect of those clients, will not be deemed to be confidential information for the purposes of this clause 8.
- 8.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

9 General

- 9.1 This agreement constitutes the whole agreement between you and us and supersedes any previous arrangement, understanding or agreement between you and us relating to the subject matter it covers. Nothing in this clause operates to limit or exclude any liability for fraud.
- 9.2 Any notice required to be given by you or us to the other shall be in writing and shall be served by sending it by pre-paid first class post or by delivering it by hand to the registered office for the time being of the other and any notice served in this manner shall be treated as having been served:
- if delivered by hand, at the time of delivery; and
 - if sent through the post 48 hours after the time of despatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped addressed and placed in the post (as the case may be).
- 9.3 This agreement is personal to you and to us and neither we nor you may assign, transfer, contract or deal in any other manner with any of our or your respective rights and obligations under this agreement without the prior written consent of the other.
- 9.4 We will not be liable for any failure to perform or delay in performing our obligations under this agreement if the failure or delay results from an Act of God, war, riot, natural disaster, fire, or any other cause beyond our reasonable control.
- 9.5 We will not under any circumstances whatever be liable for any loss of profits or any indirect loss, costs, damages, charges or expenses you may suffer or incur in connection with this agreement.
- 9.6 Our maximum liability under this agreement (whether in contract, in tort, under statute or otherwise) in respect of any event or series of related events shall be limited to the total remuneration paid by you to us in the period of 12 months prior to the said event or events.**
- 9.7 In respect of any Personal Data (as defined in the Data Protection Act 1998) which is provided to us by you or on your behalf in the course of this agreement, you will be the Data Controller (as defined in the Data Protection Act 1998) and we will be a Data Processor (as defined in the Data Protection Act 1998). Where we process any such Personal Data, we will:
- process such Personal Data only in accordance with your instructions from time to time and will not process the Personal Data for any purpose other than as set out above or as you otherwise expressly authorise;
 - take reasonable steps to ensure the reliability of all our employees who have access to the Personal Data;
 - take appropriate technical and organisational measures against the unauthorised or unlawful process of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - the nature of the Personal Data to be protected.
- 9.8 This agreement is made for the benefit only of the parties to it and is not intended to benefit, or be enforceable by, anyone else.
- 9.9 Nothing in this agreement shall be deemed to constitute a partnership, joint venture, agency or employment relationship between you and us, or any exclusive relationship in relation to the subject matter of this agreement, or authorize any party to make or enter into any commitments for or on behalf of the other party.
- 9.10 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.

Schedule 1

Our Services

We will provide the following services:

- > We will provide you with materials setting out the key features of the auto – enrolment solution available via AE Professional and explaining what it involves;
- > We will assist you in preparing materials which you can use in raising staff awareness of auto enrolment and of the AE Professional auto – enrolment solution;
- > We will keep the governance of each Qualifying Workplace Pension Scheme under review and will report to you annually with the outcome of our reviews. We will also provide a document for issue to your employees if required;
- > We will provide you with advice, assistance and support in relation to auto enrolment for the term of this agreement;
- > We will complete triennial submissions to the Pensions Regulator;
- > We will work with you to ensure that a Qualifying Workplace Pension Scheme is in place within the timescales required by the Pensions Act 2008;
- > We will also ensure that the required Declaration of Compliance is submitted to the Pensions Regulator within the statutory timescales;
- > We will provide a dedicated e mail address for assistance and technical queries.

Schedule 2

Remuneration Terms

We have calculated our charges for providing the services both at the staging date and on an ongoing basis. These are as follows:

Set Up Charge	£250.00 plus VAT
Ongoing charge	Will be dependent on the number of employees and pay frequency. Please refer to the Pay Check Auto Enrolment Service Guide for the current fees.

VAT is payable on our charges at the applicable rate.

We will raise an invoice for 50% of the set-up fee upon registration and the remaining 50% will be invoiced 1 month after your agreed staging date. The ongoing charge will be billed monthly.

Our charges as detailed in the Pay Check Auto Enrolment Service Guide will be adjusted from the date of the third anniversary of your staging date and thereafter from each subsequent anniversary, in line with the change in the National Average Earnings Index over the immediately preceding 12 months.

Payment is collected by direct debit between the 16th and 20th of each month in line with our payroll charges. In the event there is a delay in payment of more than 20 days after invoice date, we will be entitled to charge interest at a rate of 2% above the Bank of England base rate at the relevant time.

Schedule 3

Your commitments

- > You will issue technical and other communications to your employees that we may provide you with from time to time;
- > You will provide us with sufficient information to set up the Qualifying Workplace Pension Scheme;
- > You will provide us with sufficient information to complete the Declaration of Compliance with the Pensions Regulator;
- > You will ensure that statutory communications are issued within required timescales.

You will be responsible for your costs of complying with the above commitments.