

True Potential Auto Enrolment

Employer Agreement



Terms & Conditions

By indicating your acceptance of this document, you are agreeing to use the TPI Pension to fulfil your automatic enrolment duties.

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, agreements, negotiations or understandings between the parties, except that this does not affect the liability of either party for fraudulent misrepresentation. Any amendment to this Agreement is ineffective unless it is in writing, expressly purports to amend this Agreement and is executed by both parties.

Parties and Commencement

This document forms a contract between yourself (the employer) and True Potential Investments LLP (TPI, we, us our) in their capacity as scheme administrator for the TPI Pension, which will commence upon the establishment of your individual secure employer site.

Your Duties

In order to use the TPI Pension, you agree to:

- Manage your automatic enrolment pension scheme via your individual secure employer site (<http://ae.tpinvestor.com>).
- Provide us with relevant contact details to enable us to communicate with you in line with data protection rules. Our preferred method of communication is via electronic means.
- Pay by direct debit (please complete the Direct Debit Mandate included within this document).
- Provide us with the following information in order to establish and manage your scheme, and monitor this to ensure that it is correct:

Company name	Nominated retirement age for the scheme
Registration number	Tax relief status of member contributions
Registered office address	Type of salary contributions are to be deducted from
Contact address (if different)	Elected default fund choice
Contact details	Level of contributions to be paid
Elected scheme name	How you would like to communicate with your employees
Staging date	

- Provide us with the following information about each employee you enrol into the TPI Pension:
 - Name
 - Contact address
 - Date of birth
 - National Insurance Number
 - Gender



- Provide us with the following optional information about each employee, to manage your scheme more efficiently:
 - Email address
 - Telephone number
 - Member nominated retirement age
- Confirm to us that each employee is not subject to the social or labour laws of the European Economic Area (EEA) country other than the UK. If their contract with you is governed by UK employment law and they pay income tax and National Insurance in the UK, these rules are unlikely to apply. If these rules do apply, then we cannot grant them membership of the TPI Pension.
- Confirm that each employee enrolled into the pension scheme works in the UK.
- Accept liability for the payment of any fees, fines or levies applied to the Scheme and agree that these will be paid
- in a timely manner.
- Notify True Potential Investments LLP of any requests you receive directly from an employee. These can include, but are not limited to:
 - opt ins
 - opt outs
 - Resumption of contributions
 - Variation of contributions
 - Cessation of contributions

Our Duties

Service Level Summary

Service	Task description	Service level (working days)	Measured from
1. Auto enrolled individuals and employee opt ins	Process data received via electronic interface in agreed format	2 days	Receipt of complete and valid data
2. Issue new employee welcome pack	Issue employee welcome letter including link to member's True Potential Investor site	Immediate via member account	Receipt of complete and valid data
3. Updating member records	Update member personal details provided via employer site and/or True Potential Investor site	2 days	Receipt of complete and valid data
4. Fund value quote	Quote current value of the fund	Immediate via member account	N/A



Service	Task description	Service level (working days)	Measured from
5. Member ceases employment	Inform member of options	2 days	Receipt of complete leaver notification
6. Transfer out	Provide the member's new arrangement with transfer value details	5 Days	Receipt of members written request and authority
7. Transfer in	1. Provide information to member upon request	2 days	Receipt of complete full documentation. Receipt of complete detailed request and authority
	2. Arrange investment of transfer proceeds with Investment Managers	1 days	Receipt of complete transfer value into trustee bank account
8. Members approaching retirement date	Provide member with a statement of estimated benefit and notify member of benefit options including Open Market Option (OMO)	6 months before nominated retirement date – wakeup pack issued 6 weeks before nominated retirement date – reminder letter issued	N/A
9. Member election to enter income drawdown	Process income drawdown request	Calculation processed on day of receipt Payment of funds dependent upon disinvestments	Receipt of request
10. Member election to purchase an annuity	Process annuity purchase request authorisations	Calculation processed on day of receipt Payment of funds dependent upon disinvestments	Receipt of request
11. Deaths	(1) Updating relevant systems	2 days	Receipt of notification
	(2) Arrange calculation of death benefit entitlement	2 days	Receipt of appropriate evidence and confirmation from beneficiaries
	(3) Payment of lump sum death benefit	2 days	Receipt of complete transfer value into trustee bank account
	(4) Set up dependents pension	2 days	Receipt of completed benefit request form and relevant documentation



Service	Task description	Service level (working days)	Measured from
12. General member correspondence (letter, phone call or email)	Process annuity purchase request authorisation	Calculation processed on day of receipt Payment of funds dependent upon disinvestments	Receipt of request
13. Deal with complaints	Acknowledge receipt, provide a substantive response and advise timescales for full response if appropriate All complaints dealt with in line with FCA guidelines and agreed Internal Dispute Resolution Procedures	2 – 10 days	Receipt of request
14. Annual Benefit Statements	Provide in communication format specified by employer	Within 6 weeks of anniversary of commencement date or commencement of drawing benefits	Commencement date
15. Updating of database e.g. changes, contribution processing and investment	Update database with requested changes	The investment of contributions is subject to the agreed payment schedule	Investment of contributions on receipt of complete reconciled data and monies
16. Contribution validation	Issue validation report to employer	Immediate	Upon receipt of complete contribution file
17. Contribution reconciliation	Reconcile aggregate contributions with cash received from employers	1 day	Complete final validation of contribution data

Any payments made by the TPI Pension will be made by BACS into the nominated bank account for the employer or member.



General

Fees and Charges

There will be no fee or charges levied by us for the provision of the pension wrapper or the technology provided to enable you to manage your scheme. There will, however, be charges deducted from members' underlying investments in respect of fund management charges and platform fees as detailed to members in their terms and conditions.

We may from time to time receive fees in relation to marketing, management information etc, that we have carried out on behalf of Investment Managers. Should you need to get in contact with us regarding fees and charges our address details are listed at the end of this document.

Regulation

You retain sole responsibility for compliance with all relevant Regulatory Requirements of the Employer in respect of Automatic Enrolment legislation.

Co-Operation

During the term of this Agreement, you will reasonably co-operate with requests of the Financial Conduct Authority, Pensions Regulator and other regulators with jurisdiction over us, regarding this Agreement, our obligations under this Agreement or the Services to be provided by us pursuant to this Agreement. We shall have no liability for non-performance of a specific obligation under this Agreement if the performance of such obligation would violate any Regulatory Requirements or Applicable Law.

Anti-Money Laundering

You agree to allow us to undertake relevant checks to verify that the details provided about your company are correct and that the company is eligible to operate within the UK. Along with personal identity verification checks for the majority shareholders and your employees who become members of the scheme and will where requested provide us with any information requested to assist us in fulfilling this requirement.

Special Situations

You acknowledge that employees who become members of the scheme who are senior foreign political figures and/or citizens of non-cooperative jurisdictions (as those terms are generally understood) with accounts that are held in corporate names or in the names of another bank are special situations which demand the highest level of due diligence, and as such you will provide us with any information requested to assist us in the undertaking of appropriate due diligence.

Data Protection

The True Potential Group takes the privacy and security of your personal information very seriously. Our Privacy Policy sets out the basis on which any personal information we collect from you, or that you provide to us, will be processed by us. It also outlines your individual rights and how you can access this information. You can read our Privacy Policy at <https://www.tpllp.com/privacy/>

True Potential Investments hold a current and appropriate authority under the Data Protection Act 2018 to maintain and store your personal data. As such True Potential Investments will process and keep information obtained by True Potential



Investments or given by you in respect of your dealings with True Potential Investments. The Parties hereby agree that “we” and “you” are Joint Data Controller of such Personal Data and therefore have specific responsibilities with regards to Personal data.

Main Purpose of Data Processing

Data processing is undertaken for the purpose of providing workforce pensions to your employees as part of Auto Enrollment workplace pension scheme. You will retain the responsibility of deciding which data subject enter the scheme, and we will decide what personal data is required to provide the service. Data processing of personal data will be undertaken by True Potential or you for purposes directly related to this purpose.

Other Purposes of Data Processing

We may directly provide the data subject with information regarding their pension and we may market to your employees, who can always opt out of receiving communications from us. We may transfer your data or information to other countries, but only on the basis that those to whom we pass it provide a level of protection consistent with the required standards. The personal data will not be used for any other purpose other than the main purpose and those purposes listed above.

Obligations and rights of the joint controllers

We will ensure that our personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data.

Both parties will implement appropriate technical and organisational security measures to protect personal data in its possession and such measures shall meet the requirements of Article 32 of the GDPR.

We will promptly notify you in writing of each Security Incident which we become aware. We shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the GDPR. If we are unable to provide all the information required in accordance with the time limits set out above, we will provide as much information as we are able to within those time limits and will provide all further information as soon as reasonably practicable thereafter. We in turn expect the same from you with regards to data breaches and this service.

With regards to individual rights and considering the nature of the processing and the information available to us both; upon our reasonable request you shall within such reasonable timescales, provide us with the assistance anticipated by Articles 28(3)(e), the data subject’s rights, and we in return will do the same for you.

Upon conclusion of the Personal Data processing activities contemplated by this Agreement, each part where relevant, will securely destroy the Personal Data including all copies in your power, possession or control, unless you are required to keep such Personal Data for your compliance with applicable law.

You will submit to audits and inspections, providing us with reasonable information needed to ensure that we both meet our Article 28 obligations, and tell us immediately if asked to do something infringing the GDPR or other data protection law of the EU or a member state.

Nothing within the contract relieves you of your direct responsibilities and liabilities under the GDPR or other data protection law of the EU or a member state.

Sub-Processors

We may subcontract the processing of Personal Data to sub-processors for the purposes of providing our services to you. You therefore grant us a general authorisation in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the agreed Services. We will inform you of changes in such processors in accordance with the procedure of modifying these Terms.



Notices

Any communication to be given in connection with the matters contemplated by this Agreement shall be in writing and shall either be delivered by hand or sent by first class pre-paid post (or in the case of overseas post, by airmail) or facsimile transmission, or by email. Delivery by courier shall be regarded as delivery by hand. By signing below, you agree to be bound by these terms and conditions and to appoint True Potential Investments LLP as the provider and scheme administrator of our auto enrolment pension.

Direct Debit

Please complete the Direct Debit Mandate form enclosed within this agreement.

Service

Name

Position

Name of Firm

Date

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

True Potential Trustee Company Limited Newburn House Gateway West Newburn Riverside Newcastle upon Tyne NE15 8NX
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Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Service user number

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Reference

Instruction to your Bank or Building Society

Please pay True Potential Trustee Company Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with True Potential Trustee Company Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature (s)
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

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This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit True Potential Trustee Company Limited will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request True Potential Trustee Company Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by True Potential Trustee Company Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when True Potential Trustee Company Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required.
- Please also notify us.



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True Potential Investor is a trading name of True Potential Investments LLP, which is authorised and regulated by the Financial Conduct Authority. FRN 527444. www.fca.org.uk
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