

1 Interpretation

In this Agreement:

- 1.1 **"Agreement"** means these terms and conditions;
- 1.2 **"we, us, our"** means Workplace Pensions Direct (WPD)
Registered Office: 4235 Park Approach, Leeds, LS15 8GB. Registered in England and Wales No: 8595563
- 1.3 **"Client"** means the person, firm, company or organisation to whom we have agreed to provide any Services
- 1.4 **"Services"** means the services to be performed by us namely; a complete pensions auto-enrolment solution.
- 1.5 The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.6 Reference to clauses shall mean clauses in this Agreement, unless otherwise stated.
- 1.7 The singular includes the plural and vice versa;
- 1.8 **For the avoidance of doubt WPD are not offering an advisory service and independent financial advice should be sought to establish the suitability of the services for the Client. Nothing in this agreement constitutes investment advice or a Financial Promotion (as defined) under the Financial Services and Markets Act 2000.**

2 The Agreement

- 2.1 This Agreement constitutes the contract between the Client and us and governs all work undertaken by us for the Client.
- 2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Client and us and set out in writing and a copy of the varied terms is given to the both parties stating the date on or after which such varied terms shall apply.
- 2.3 By accepting any services from the Client, the Client and WPD will be deemed to have accepted the terms and conditions of this Agreement, which will govern the provision of our Services to the exclusion of any other terms and conditions.
- 2.4 This agreement will commence on the date of signing and last for an initial period of 24 (twenty four) months and will be renewable every three months thereafter.

3. Undertaking of WPD

- 3.1 WPD warrants to the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation, which it owes to any third party.
- 3.2 WPD warrants that its Staff has the necessary skills and qualifications to perform the Services.
- 3.3 WPD warrants that it will comply with the respective codes of professional conduct issued by any relevant professional or government bodies.
- 3.4 It is the responsibility of WPD to use all reasonable endeavors to deliver the services competently, conscientiously and objectively, while observing the law.
- 3.5 WPD agrees on its own part and on behalf of its Staff as follows:
 - 3.5.1 Not to engage in any conduct detrimental to the interests of the Client which includes any conduct tending to bring the Client into disrepute or which results in the loss of custom or business.
 - 3.5.2 To comply with any statutory or other reasonable rules to the extent that they are reasonably applicable to them while performing the services.
 - 3.5.3 Not to provide any service to the Client that may constitute financial advice.
 - 3.5.4 To limit the services to the provision, set up and compliance management of a workplace pension scheme

4. Agreement Charges

- 4.1 The following fee structure shall apply to the services. All fee illustrations are exclusive of VAT:
 - 4.2 All sums payable will be invoiced and paid in pounds sterling unless alternative arrangements have been agreed. Invoices levied in any other currency will be converted at a premium to the prevailing Bank of England Exchange Rate. The Client shall pay all invoices within 28 days of receipt.
 - 4.3 If the Client is overdue with any payment hereunder, then without prejudice to our other rights or remedies:
 - 4.3.1 The Client will be liable to pay interest on the overdue amount in accordance with the terms of the prevailing UK Legislation (currently The Late Payment of Commercial Debts (Interest) Act 1998). Where this Act does not apply, interest will be calculated at 4% above the Bank of England Base Rate. This charge will not be incurred if the invoice is settled in full, within 30 days of the invoice date; and
 - 4.3.2 We reserve the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the same.

5 Obligations of the Client

- 5.1 The Client shall pay WPD the agreed fee in accordance with clause 4 above.
- 5.2 All oral instructions must be confirmed in writing. We accept no liability for any misunderstandings or misinterpretation of oral instructions, whether on our part or that of the Client, arising as a result of the Client's failure to comply with this Clause.
- 5.4 The Client undertakes promptly to provide us with all information, assistance and agreed materials that we may request from time to time to facilitate our proper and timely performance of the Services. The Client warrants that all information provided to us will be complete and accurate and that it is entitled to provide the same to us for use in providing the Services without recourse to any third party. The Client will indemnify us in respect of all costs, claims, demands and expenses that may result from exercise of the authority given by this clause.

6 Confidentiality

- 6.1 In order to protect the confidentiality and trade secrets of both parties and without prejudice to every other duty to keep secret all information given to it or gained in confidence both parties agree on its own part and on behalf of its Staff as follows:
- 6.1.1 Not at any time whether during or after the provision of the services (unless expressly so authorised by either party as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of either party;
 - 6.1.2 To deliver up to either party at the end of the provision of the services all documents and other materials belonging to the other (and all copies) which are in its possession;
 - 6.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to either party except when required to do so in the course of its duties under the provision of the services.

7 Liability

- 7.1 WPD are not liable for any consequential or indirect loss suffered by you, whether it arises from breach of a duty in contract, tort or in any other way including negligence. Non-exhaustive illustrations of consequential or indirect loss would be loss of profits; loss of future business or orders; loss of reputation or goodwill; loss of anticipated savings, damage to property; damages, costs or expenses payable by you to your customers or subcontractors or other third parties.
- 7.2 In respect of direct loss, our total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from our negligence or otherwise) shall not exceed the total paid by the Client to WPD.
- 7.3 WPD shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the provision of the services and shall make a copy of the policy available to the Client upon request.

8 Termination

- 8.1 After the initial agreement term of 24 (Twenty Four) months, either Party shall be entitled to terminate this Agreement upon giving 90 (ninety) days' written notice to the other.
- 8.2 Either party may terminate this Agreement forthwith on written notice to the other party:
- 9.2.1 If the other party commits a material breach of this Agreement, which is incapable of remedy;
 - 9.2.2 if the other party commits a breach capable of remedy but fails to remedy the same within 21 days of being notified of such breach;
 - 9.2.3 If the other party becomes insolvent, makes a voluntary arrangement or has a receiver or administrator appointed (where applicable) to any company or associated company within its group of companies.
- 8.3 Termination of this Agreement shall be without prejudice to any other rights of either party under or in connection with this Agreement.
- 8.4 Upon termination of this agreement all services provided to the Client by WPD will cease.

9 Force Majeure

- 9.1 Neither party shall be liable for any breach of its obligations under this Agreement for causes beyond its reasonable control ("Force Majeure"). Force Majeure shall include but shall not be limited to governmental regulations, acts of terrorism, fire, flood, and other disasters but shall exclude industrial action by the Supplier's employees and failure of equipment or software to be Data Compliant.

10 Illegality

- 10.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court, or other body or authority having jurisdiction over the parties of this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

11 Governing Law and Jurisdiction

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

12 Your consent

- 12.1 I have read the above terms and fully consent to the terms imposed; I acknowledge that the Terms of Business will come in to effect from the date of issue. I confirm that I have the authority to enter into this agreement by submitting this application form to Workplace Pensions Direct through this online web form by ticking the box stating 'I have read and agree to the terms and conditions and therefore accept them'