

# Terms and Conditions for Use of The Pensions Trust's Online Pensions Management System

If your organisation only offers The Pensions Trust's Flexible Retirement Plan, please refer to the 'Terms and Conditions for Use of The Pension's Trust's Online Pensions Management System' for the Flexible Retirement Plan.

<b>Name</b>	The Pensions Trust (the 'Trust')
<b>Address</b>	Verity House 6 Canal Wharf Leeds LS11 5BQ
<b>Signed</b>	
<b>Print Name</b>	
<b>Position</b>	
<b>Dated</b>	

<b>Name</b>	
<b>Employer Ref Number</b>	
<b>Address</b>	
<b>Signed</b>	
<b>Print Name</b>	
<b>Position</b>	
<b>Dated</b>	

## Definitions

The System – means the Trust's Online Pensions Management System.

Member – means a person admitted to membership of the Trust and to or in respect of whom benefits are or may become payable from the Trust.

User Manager – means the person nominated by the Employer to be responsible for user management of the Trust's Online Pensions Management System.

The User Manager is responsible for signing the Terms and Conditions on behalf of the Employer.

User – means the person elected by the User Manager to view and supply data relating to the Employer or its employees to the Trust by way of the System.

## Accuracy of Data

Particular care needs to be demonstrated by the Employer and the User when supplying contribution data to the Trust. The System contains validation to highlight data anomalies to the User. However, the contributions collected from the Members and submitted to the Trust on the behalf of the Employer and Members should ultimately be determined by reference to the Trust Deed and Rules and Scheme Document of the Trust and/or the agreement between the Member and the Employer. Validation within the System is not intended to instruct the Employer or the User on the appropriate contribution amounts to collect from Members or pay on the behalf of Members or the Employer to the Trust.

The Employer acknowledges that it is solely responsible for the accuracy of the information input into the System by it or its User. The Trust shall therefore have no liability to the Employer or any Member, whether in contract (including under any indemnity), in tort (including negligence), under a warranty, under statute or otherwise for any loss, damage or liability that results from inaccurate information being entered into the System by the Employer or its Users.

### Password and Secrets Security

The Employer shall, and shall ensure the Users, keep their user name, password and secrets confidential. The Trust is entitled to treat any access to information and changes made to the Trust's data using passwords and secrets as authorised actions by the relevant User. The Employer must ensure the User informs the Trust if they think that their user name, password or secrets are being, have been or may be misused, have been mislaid or have been disclosed to a third party. The Employer agrees to co-operate in any investigation into a breach or potential breach in security.

The Employer shall ensure that each User obtains a unique user name and password and that no more than one User has access to each password and user name.

In the event that a User leaves the employment of the Employer, the Employer agrees to notify the Trust as soon as possible.

### Grant of Access

The Trust grants the Employer access to the System, including Members' data held by the Trust, for the sole purpose of providing accurate data to the Trust to administer the Employer's Pension Scheme.

### Processing of Personal Data

The Employer shall ensure all personal data input into the System is provided in accordance with the Data Protection Act 1998.

### Availability

The Trust will make reasonable endeavours to ensure that the System is available 9.00am – 5.00pm Monday to Friday (excluding Bank Holidays) and may make the system available outside these hours, but shall not be responsible in the event that the System is unavailable at any time. In particular, access may be suspended temporarily or permanently without notice at any time, including where the Trust suspects that the User is in breach of these Terms and Conditions, or where it is necessary for maintenance to the System.

### System Change and Upgrade

The Trust reserves the right to change whole or part of the System without notice, including without limitation the design, validation, and data requirements for any of the schemes the Trust provides.

### Liability

Subject to the following sentence and to the maximum extent permitted by law, the Trust's aggregate liability, whether in contract (including under any indemnity), in tort (including negligence), under a warranty, under statute or otherwise under or in connection with these Terms and Conditions or the provision of access to the System shall be limited to £0.00.

These limits on liability set out above shall not apply in respect of any liability for fraud, fraudulent misrepresentation or any other liability to the extent it cannot be lawfully excluded.

The employer will be liable for any bank charges incurred in the event of a cheque payment being dishonoured.

### Viruses/Defects

Whilst the Trust will take precautions to ensure that the system is virus free, the Trust does not guarantee that the System or any information downloaded from the System is free from viruses or other defects. It is the responsibility of the Employer to take appropriate precautions against viruses and defects.

The Employer shall take all reasonable precautions to ensure its System is free from viruses.

### Training

The parties agree that the Trust is not obliged to provide any training or support in relation to the System.

### Termination

These Terms and Conditions may be terminated immediately by either party at any time. Where the Employer instigates termination this will require the Employer to withdraw from the scheme.

### Restrictions

All intellectual property rights in the System are, and shall remain, the property of the Trust or its third party licensors.

The Employer shall not, and shall ensure that its User shall not, reproduce any of the System without the written consent of the Trust. No part of the content of the System is allowed to be incorporated into or stored in any other website, electronic retrieval system or other work in any form.

The Employer shall not, and shall ensure that its User shall not, publish, copy, distribute, modify, transmit, or reproduce in any form (whether in hard copy, electronic or other) or otherwise use the information and materials in the System for any purposes other than those set out in these Terms and Conditions of Use.

To the fullest extent permitted by law, the Employer shall not, and shall ensure that its User shall not, translate, reverse engineer, decompile, disassemble, or create derivative works based on, the information and materials in the System, in whole or in part, nor permit anyone else to do so.

The Employer shall not, and shall ensure that its User shall not, use the System for any illegal purpose or in any manner inconsistent with these Terms and Conditions, or applicable by law; interfere with the proper operation of the System or take any action which is likely to cause the service provided by the System to be interrupted or degraded; or attempt to gain unauthorised access to our computer or that of any other user.

### General

The Trust may at any time notify the Employer in writing of any proposed amendments to these Terms and Conditions for the System, and the Employer's continued use of the System for 14 days after having received such notice will constitute acceptance of the amended Terms and Conditions.

These Terms and Conditions are the entire agreement between the Employer and the Trust and supersede any other oral or written communications, agreements, or representations with respect to the System and its documentation.

These Terms and Conditions do not in any way replace the terms of the Trust Deed and Rules of the Trust or the Employer Agreement signed by the Employer on whose behalf the User is acting.

If any part of the Terms of Conditions of Use of the System is found to be unenforceable then the validity of the remainder of the Terms and Conditions of Use will not be affected.

These Terms and Conditions shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

The Employer may not assign or novate all or any part of its rights or obligations under these Terms and Conditions nor any benefit arising under or out of these Terms and Conditions without the prior written consent of the Trust.

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

These Terms and Conditions may be entered into in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party may enter into these Terms and Conditions by executing any such counterpart.

The information detailed in this document was updated in April 2010.

