

Employer

AssistMe Terms and Conditions

These terms are designed to be read in conjunction with the Employer Application Form.

A cross reference to these terms will be included in the Application Form.

These terms incorporate the mandatory requirements of the Data Protection Laws.

These terms and conditions (the “agreement”) form part of your employer application and set out the basis on which Scottish Widows will provide the scheme and services to you.

By your signature and/or submission of the employer application you accept the terms of this agreement.

1. Introduction

1.1

In relation to the Scheme and the Services you agree that Scottish Widows:

- 1.1.1 may work with, and take instructions from your appointed Advisers or from any other third party authorised by you (including but not limited to any payroll provider or benefit platform); and
- 1.1.2 does not provide advice of any kind (and in particular, legal and/or financial advice) and any view provided by Scottish Widows to you should not be interpreted as advice.

1.2

Where an obligation which is expressed as your obligation under the terms of this Agreement is in fact an obligation of a member of the Employer Group or where an obligation falls on a member of the Employer Group under this Agreement or the Automatic Enrolment Legislation, you shall:

- 1.2.1 comply with that obligation as though it fell upon you for the purposes of this Agreement; or
- 1.2.2 procure that the relevant member of the Employer Group complies with the obligation as though it were bound by the terms of this Agreement.

1.3

In relation to the Scheme, all communications and information issued by or provided by Scottish Widows will be in English and all contributions and benefits are payable in sterling.

2. The Services

2.1

The Services are described in and subject to Schedule 1 of this Agreement and shall only be provided in relation to:

- 2.1.1 the Scheme or Partner Scheme; and
- 2.1.2 membership or potential membership of the Scheme or Partner Scheme.

2.2

Scottish Widows has sole discretion as to whether it will make the Services available to you and your workforce. The Services will be available for use within the period notified to you.

2.3

There is no obligation upon you to use the Services.

2.4

Scottish Widows confirms that the Services are consistent with its current understanding of the Automatic Enrolment Legislation. You should satisfy yourself that the Services allow you to execute your duties under the Automatic Enrolment Legislation in a manner consistent with your own interpretation of the Automatic Enrolment Legislation. The extent to which the Services enable compliance with the Automatic Enrolment Legislation will also be determined by such factors as the quality of the HR & Payroll Data, the timing of HR & Payroll Data provision and the effective operation of AssistMe by Authorised Users.

For the avoidance of doubt, the provision of the Services by Scottish Widows does not represent an undertaking on the part of Scottish Widows to ensure that you are meeting your duties under the Automatic Enrolment Legislation in full or in part.

2.5

Delivery of the Services takes place through “AssistMe”. Access and use of AssistMe is provided through the Portal and restricted to Authorised Users.

2.6

Use of AssistMe by Authorised Users shall be in accordance with this Agreement and any instructions and guidelines on access and/or use issued by Scottish Widows from time to time.

2.7

Scottish Widows shall provide the Services through AssistMe on a non-exclusive and non-transferable basis to you for use only in relation to Workers and the analysis of HR & Payroll Data for the internal business purposes of the relevant member of the Employer Group. You may only sub-license this right to use and access AssistMe to the extent required in order to allow Authorised Users to use and access AssistMe in accordance with this Agreement.

2.8

Scottish Widows controls all aspects of AssistMe. In particular, Scottish Widows shall be entitled to (at its discretion) introduce modifications and upgrades to any part of AssistMe and the Services.

2.9

Scottish Widows may at any time, at its sole discretion and without incurring any liability, suspend or restrict your right (or that of all or any Authorised Users) to access and use AssistMe on the occurrence of:

- 2.9.1 any breach (whether material or not) or attempted breach of this Agreement;
- 2.9.2 any virus which is, or may have been, introduced to AssistMe (or any connected systems or data).
- 2.9.3 Scottish Widows (in its absolute discretion) considering it appropriate to protect any part of AssistMe (or any connected systems or data) against any threat or damage; or
- 2.9.4 any access or use of any part of AssistMe by Scottish Widows or any other person, which is adversely affected or compromised by you.

2.10

Scottish Widows may also at any time, at its sole discretion and without incurring any liability, suspend or restrict your right to access and use AssistMe or to suspend or restrict the access to and use of AssistMe by all or any of the Authorised Users, for the period during which any of the following continues:

- 2.10.1 planned and emergency maintenance of any part of AssistMe; or
- 2.10.2 disaster recovery or business continuity testing.

2.11

Scottish Widows shall only exercise its rights to suspend or restrict access to AssistMe where (acting reasonably) it considers that such suspension or restriction is justified and, where practicable, having provided you with prior notification.

2.12

Where you use a Partner Scheme in addition to the Scheme, AssistMe will produce a separate data file for transmission to the Partner Scheme provider. It is your responsibility to authorise transmission of that data file to the Partner Scheme provider. Scottish Widows can make no undertaking on behalf of any Partner Scheme provider in relation to the protection or use of that data file by any Partner Scheme provider and you should establish safeguards in relation to that data file directly with the Partner Scheme provider.

2.13

You acknowledge that Scottish Widows shall have no liability (whether in contract, tort or otherwise) to ensure or endeavour to ensure, that AssistMe is or will be free from errors or defects, operate or will operate without interruption, or will be compatible with any hardware or software, or meet or will meet any specification or requirements you have notified to Scottish Widows.

2.14

Scottish Widows is responsible for the proper performance of AssistMe except where this has been prejudiced by your actions or omissions. The proper performance of AssistMe is dependent upon you fulfilling all obligations under this Agreement and in particular under Clause 5 of this Agreement.

2.15

Responsibility for effective use of AssistMe rests with you and any Authorised Users.

3. Authorised Users

3.1

In relation to the Authorised Users, you shall:

- 3.1.1 be responsible for appointing Authorised Users and providing Scottish Widows with the details of the Authorised Users in accordance with Scottish Widows' notification process from time to time;

- 3.1.2** be responsible for ensuring that each Authorised User is provided with access and rights of use only in respect of those functions on the Portal that it is appropriate for it to access and/or use;
- 3.1.3** not allow or suffer any Authorised User's profile or security credentials to be used by more than one individual. If an Authorised User no longer requires access and use of the Services, you shall promptly deactivate that Authorised User's profile on AssistMe;
- 3.1.4** ensure that the Authorised Users keep their security credentials for the Portal secret at all times and do not disclose them to any other person; and
- 3.1.5** be responsible for all use and/or access to the Services that use an Authorised User's profile and/or security credentials. You shall be and remain responsible for the acts and omissions of the Authorised Users at all times as if they were your own.

3.2

Scottish Widows may:

- 3.2.1** set limits on the number or rights of Authorised Users from time to time if, in its reasonable opinion, it considers it appropriate to do so; and
- 3.2.2** disable any security credentials at any time if, in its reasonable opinion, the security of any security credentials has been compromised in any way and for whatever reason.

3.3

You may only nominate the following as an Authorised User:

- 3.3.1** a Worker who needs to access and/or use AssistMe for their own personal purpose or the business purposes of the relevant member of the Employer Group; or;
- 3.3.2** a third party provided that such third party is not a pension scheme provider or administrator (or affiliate of a pension scheme provider or administrator).

In either case, that Authorised User shall only be permitted to access and/or use AssistMe in accordance with this Agreement and, in particular, in relation to Workers and the analysis of HR & Payroll Data for the business purposes of the relevant member of the Employer Group. You agree not to use, or allow an Authorised User to use, AssistMe for any business purposes which involve commercial gain.

3.4

Scottish Widows will provide reasonable information and support to allow Authorised Users to configure AssistMe for initial use and to operate AssistMe on an ongoing basis. Scottish Widows may provide additional training in respect of Authorised Users from time to time, at Scottish Widows discretion.

3.5

Scottish Widows will provide a telephone based help facility for Authorised Users who require additional assistance in using AssistMe. The contact centre will be available in line with the opening hours notified to you from time to time.

4. Scottish Widows Responsibilities

4.1

Scottish Widows will provide instructions and guidelines from time to time to assist Authorised Users with access to and/or use of AssistMe.

4.2

Scottish Widows do not provide any support to Workers under or in connection with this Agreement or AssistMe. Any Worker that requests support shall be referred to you.

4.3

Scottish Widows will provide the Services in a professional manner and in accordance with good industry practice.

5. Employer Responsibilities

5.1

Within reasonable timescales and in a medium and format approved by Scottish Widows, you shall provide all HR & Payroll Data, information, co-operation and assistance reasonably required by Scottish Widows to provide the Scheme and the Services. It is your responsibility to ensure that the HR & Payroll Data and information provided by you (or on your behalf) on an ongoing basis is true, accurate, and up to date and complete in all respects. It is your responsibility to trace any missing data items. You agree that any delay in providing the HR & Payroll Data or deficiency in the HR & Payroll Data could result in you contravening the employer duties set out in the Automatic Enrolment Legislation.

5.2

You are responsible for:

- 5.2.1 notifying Scottish Widows of your staging date (and any staging date or dates of any member of the Employer Group);
- 5.2.2 determining the population of Workers to whom requirements under the Automatic Enrolment Legislation apply;
- 5.2.3 any factor which may assist in identifying Eligible Jobholders, Non Eligible Jobholders or Entitled Workers other than HR & Payroll Data (such as whether the Worker is working or ordinarily working in Great Britain);
- 5.2.4 agreeing the date or dates on which Assessment is undertaken by AssistMe;
- 5.2.5 providing Scottish Widows with the relevant Jobholder Information at any time within the Relevant Period;
- 5.2.6 arrangements made with any Partner Scheme for the enrolment of and membership of Partner Scheme Joiners;
- 5.2.7 providing accurate and up to date email addresses for Workers for the purposes of delivery of any information by AssistMe and for the delivery of any information where an email address has not been provided in relation to a Worker;
- 5.2.8 arrangements for and consequences of Contractual Enrolment;
- 5.2.9 notifying Scottish Widows of your re-enrolment date (where this is not the third anniversary of the staging date) and any such re-enrolment date of any member of the Employer Group.
- 5.2.10 registering with the Pensions Regulator;
- 5.2.11 determining Pay Reference Periods;
- 5.2.12 satisfying yourself that contributions to the Scheme (and any Partner Scheme) meet minimum contribution levels specified in the Automatic Enrolment Legislation;
- 5.2.13 maintaining records in accordance with all Applicable Laws and Regulations, and reporting to any relevant regulatory body as required;
- 5.2.14 managing and controlling all Authorised Users, and the access and use rights of all Authorised Users;
- 5.2.15 making payroll deductions and paying contributions to pension scheme providers (including Scottish Widows) in accordance with Applicable Laws and Regulations;
- 5.2.16 communicating with the provider of any Partner Scheme and providing relevant and correct information and contributions to that provider;
- 5.2.17 providing the HR & Payroll Data in each Pay Reference Period in respect of each Worker (except any Scheme Leaver) so that Scottish Widows holds a full version of the HR & Payroll Data that is up-to-date for each Worker (except any Scheme Leaver) in each Pay Reference Period;
- 5.2.18 updating the HR & Payroll Data provided to Scottish Widows in the event that any details change (including if a Worker detailed within that HR & Payroll Data is enrolled into the Partner Scheme); and
- 5.2.19 defining the Rules correctly so as to satisfy its requirements and the requirements of Applicable Laws and Regulations.

5.3

Unless otherwise defined, terms used in this Clause 5 shall take their meanings from the Automatic Enrolment Legislation.

5.4

You acknowledge that any failure to comply with your responsibilities in this Clause 5 may lead to a failure to comply with obligations on you under applicable laws and regulations.

6. Data Protection

6.1

For the purposes of this Agreement, the terms “Data Subject” “Personal Data”, “Personal Data Breach”, “Process”, “Processing”, “Processed” and “Special Categories of Personal Data” shall have the meaning given to those terms in the Data Protection Laws except that references to “Personal Data” include references to information relating to legal as well as natural persons to the extent that those data are regulated by the Data Protection Laws.

6.2

Each party confirms that it holds, and during the term of this Agreement shall maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of its obligations relating to the Scheme.

6.3

Each party confirms that, in the performance of this Agreement, it shall comply with the Data Protection Laws.

6.4

The parties acknowledge that they shall each Process the Worker Data under, or in connection with, this Agreement. The parties acknowledge that the factual arrangement between them shall dictate the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, the parties acknowledge that you (or an entity within the Employer Group) shall be a Data Controller and Scottish Widows shall act as a Data Processor for and on your behalf:

- 6.4.1** an entity within the Employer Group shall be a Data Controller where it is Processing the Worker Data in relation to its relationship with its Workers, and when undertaking activities that are its responsibility under the Automatic Enrolment Legislation. Where the Data Controller is an entity of the Employer Group (and is not you), you represent, warrant, and undertake, to Scottish Widows that:
- a) you act as agent for and on behalf of, and under full authority from, the Data Controller; and,
 - b) Scottish Widows shall be entitled to treat instructions from you as if provided directly to Scottish Widows by the Data Controller; and
- 6.4.2** Scottish Widows shall be a Data Processor (with the relevant entity of the Employer Group being the Data Controller) where it is Processing the Worker Data for and on behalf of an entity within the Employer Group for the purposes set out in this Clause 6.

6.5

Notwithstanding Clause 6.4 if an entity within the Employer Group is deemed to be a joint Data Controller with Scottish Widows, the parties agree that the relevant entity within the Employer Group shall be responsible for the compliance obligations imposed on a Data Controller by the Data Protection Laws. Each party shall reasonably co-operate with the other party to allow the other party to perform its compliance obligations as a Data Controller.

6.6

The parties acknowledge that Scottish Widows sets the technological means of Processing and that changes to these may only be made upon agreement of the parties and subject to you meeting Scottish Widows' costs.

6.7

In so far as Scottish Widows Processes any Worker Data on your behalf and/or on behalf of an entity within the Employer Group as Data Processor, Scottish Widows shall:

- 6.7.1** not Process, transfer, modify, amend or alter the Worker Data or disclose or permit the disclosure of the Worker Data to any third party (excluding a sub-processor appointed in accordance with the terms of clause 6) other than in accordance your written instructions unless Processing is required by Data Protection Laws to which Scottish Widows is subject, in which case Scottish Widows shall, to the extent permitted by such law, inform you of that legal requirement before Processing that Worker Data;
- 6.7.2** keep a record of any Processing of Worker Data it carries out on your behalf and such Worker Data shall be stored in such a manner that they are identifiable from other data held by Scottish Widows for purposes not relating to the Scheme and the Services;
- 6.7.3** not store, copy, use, alter, delete, or otherwise interfere with Worker Data for any purpose other than as required to perform Scottish Widows' obligations in relation to the Scheme and the Services and shall not be Processed as a means to enhance or enrich any Personal Data held by Scottish Widows for any purpose other than its activities as a Data Processor; and

6.7.4 take all reasonable steps to ensure the reliability of its employees who have access to Worker Data and shall in particular ensure that all employees have been appropriately vetted and that all employees and/or directors:

- i) are informed of the confidential nature of Worker Data;
- ii) have undertaken and will undertake regular training in the laws relating to handling Personal Data, Data privacy and information security at least annually, with evidence of completion; and
- iii) are aware of Scottish Widows' duties and their personal duties and obligations under the Data Protection Laws and clause 6.

Scottish Widows shall ensure in each case that access is strictly limited to those individuals who need to access the relevant Worker Data in the context of that individual's duties to Scottish Widows.

6.8

You authorise Scottish Widows to continue to use those sub-processors already engaged by Scottish Widows and to engage other processors and sub-processors in respect of the Processing of the Worker Data. Pursuant to this general authorisation, where Scottish Widows intends to make any additions to its sub-processors, it shall give you thirty (30) days' notice of any such intended changes, thereby giving you the opportunity to object to such changes.

6.9

Where Scottish Widows subcontracts its obligations under the terms of 6.8 above, it shall do so only by way of a written agreement with the subcontractor which imposes substantially similar obligations on the subcontractor in respect of the Worker Data as are imposed on Scottish Widows under clause 6 including:

- 6.9.1** upon a reasonable request provide you with full details of the Processing to be undertaken by the relevant sub-processor;
- 6.9.2** include terms in the contract between Scottish Widows and each sub-processor necessary to comply with Article 28 of GDPR; and
- 6.9.3** insofar as that contract involves a Restricted Transfer of Worker Data, only transfer such Worker Data in accordance with clause 6.20 below.

Scottish Widows shall remain fully liable to you for any failure by each sub-processor to fulfil its obligations in relation to the Processing of any Worker Data.

6.10

Scottish Widows shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required by Data Protection Laws and ensure the protection of the Data Subjects. In assessing the appropriate level of security, Scottish Widows shall consider:

- 6.10.1** whether pseudonymisation or encryption of the Worker Data is appropriate;
- 6.10.2** the ability to ensure on-going confidentiality, integrity, availability and resilience of systems and services Processing Worker Data;
- 6.10.3** the need to be able to restore the availability and access to Worker Data in a timely manner in the event of a physical or technical incident;
- 6.10.4** the need for a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
- 6.10.5** the level of damage and/or distress that a Data Subject might suffer resulting from any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Worker Data transmitted stored or otherwise Processed.

6.11

If you consider that the technical and organisational measures implemented are insufficient or you require alternative or additional measures these will be put in place by mutual agreement and subject to you agreeing to pay any additional costs.

6.12

Scottish Widows shall promptly notify you if it receives a request from a Data Subject to exercise rights under any Data Protection Laws including but not limited to a request from an individual to whom Worker Data relates for access to such Worker Data or to amend, transfer or delete or suppress such Worker Data.

6.13

Scottish Widows shall, at your cost, co-operate as reasonably requested by you to enable you to comply with the exercise of such rights by a Data Subject and/or to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of the Worker Data.

6.14

If Scottish Widows receives any complaint, notice or communication which relates directly to the Processing of Worker Data or to a party's compliance with the Data Protection Laws relating to the Worker Data, or becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of clause 6 relating to Worker Data it shall (and shall procure that any sub-contractor shall) without undue delay notify you and it shall provide you with full co-operation and assistance in relation to any such complaint, notice or communication.

6.15

If at the time of making the original notification described in clause 6.14, Scottish Widows does not have available to it all of the information requested by you, Scottish Widows shall include in the original notification such information as it has available to it at that time, and then shall provide the further information as it becomes available.

6.16

Scottish Widows shall co-operate with you and take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of any Personal Data Breach.

6.17

In the event of a Personal Data Breach, Scottish Widows shall not inform any third party, including but not limited to any regulator (including the Supervisory Authority), without first obtaining your prior written consent, unless:

6.17.1 notification is required by Data Protection Laws to which Scottish Widows is subject, in which case Scottish Widows shall to the extent permitted by such law inform you of that legal requirement, provide a copy of the proposed notification and consider any comments made by you before notifying the Personal Data Breach; or

6.17.2 the Personal Data Breach involves Personal Data relating to other third parties, in which case Scottish Widows shall be able to inform such third party (including the Supervisory Authority) provided that Scottish Widows shall not disclose to such third party that you are in any way impacted by the Personal Data Breach.

6.18

Scottish Widows shall at a mutually agreeable time and at your cost, allow its data processing facilities, procedures and documentation to be submitted for scrutiny by your auditors or Supervisory Authority, subject to reasonably appropriate confidentiality and security assurances, in order to ascertain compliance with the Data Protection Laws and the terms of clause 6. Scottish Widows shall provide full co-operation to you in respect of any such audit and shall upon your reasonable written request, provide you with evidence of compliance with its obligations under clause 6.

6.19

Scottish Widows shall provide reasonable assistance to you with any data protection impact assessments which are required under Data Protection Laws and with any prior consultations to any Supervisory Authority of yours which are required under Data Protection Laws, in each case solely in relation to Processing of the Personal Data by Scottish Widows on your behalf and taking into account the nature of the Processing and information available to Scottish Widows and subject to you meeting Scottish Widows' reasonable costs.

6.20

The Employer and Scottish Widows shall ensure that any Restricted Transfers of Personal Data by them or their Subcontractors are compliant with Data Protection Legislation, which shall include ensuring that:

- i) appropriate safeguards are in place pursuant to Article 46 of the UK GDPR;
- ii) that enforceable rights and effective legal remedies are available for Data Subjects in accordance with the Data Protection Legislation;
- iii) any such Restricted Transfers are limited to remotely accessing the Personal Data; and
- iv) under no circumstances shall the Personal Data be stored in a Restricted Country.

6.21

Upon the termination or expiry of its obligations relating to the Services and as soon as reasonably possible thereafter, at your discretion either return, or securely dispose from its systems, the Worker Data and any copies of it or of the information it contains.

6.22

The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by any Data Protection Laws relating to this Agreement are set out in Schedule 3 of this Agreement.

6.23

Where Scottish Widows discloses Personal Data in respect of which a member of the Employer Group is a Data Controller to a third party (such as an Authorised User) in accordance with this Agreement, such third party shall act as a Data Processor on behalf of the Employer Group and you:

- i) shall ensure that the disclosure of the Personal Data is compliant with the Data Protection Laws; and
- ii) represent, warrant, and undertake, to Scottish Widows that the third party acts as agent for and on behalf of, and under full authority from, the Data Controller; and, Scottish Widows shall be entitled to treat instructions from the third party as if provided directly to Scottish Widows by the Data Controller.

6.24

You shall ensure that:

- i) all instructions you give to Scottish Widows in relation to the Processing of the Worker Data are in compliance with the Data Protection Laws;
- ii) you have provided adequate fair processing notices to all Data Subjects and you have obtained all necessary consents from all Data Subjects or have other lawful grounds for Processing to enable Scottish Widows to Process the Worker Data for the purposes of providing the Scheme and the Services and performing its obligations and exercising its rights as set out in this Agreement;

- iii) you shall provide Scottish Widows with only Worker Data that is adequate, relevant and limited to what is necessary for the lawful purposes for which they are Processed;
- iv) all Worker Data provided to Scottish Widows is accurate and where necessary, kept up to date; and
- v) you have granted to Scottish Widows the right to Process the Worker Data for the purposes of:
 - a) performing the Services under this Agreement;
 - b) performing Scottish Widows' obligations under this Agreement; and
 - c) exercising Scottish Widows' rights under this Agreement.

6.25

Scottish Widows shall have no liability to you under this Clause 6 (whether in contract, tort, misrepresentation, restitution, under statute or otherwise in each case howsoever caused including, without limitation, if caused by negligence) for any claim arising out of or in connection with any act and/or omission by Scottish Widows to the extent that such act and/or omission results from:

- 6.25.1** any breach of the Data Protection Laws by you and/or any entity within the Employer Group;
- 6.25.2** any failure by you and/or any entity within the Employer Group to comply with your obligations under this Agreement; and/or
- 6.25.3** Scottish Widows complying with any written instructions from you and/or any entity within the Employer Group.

6.26

You shall indemnify Scottish Widows against all costs, expenses, claims, loss or damage incurred or suffered by Scottish Widows, or for which Scottish Widows may become liable arising out the matters described in sub-clauses 6.25.1 to 6.25.3 above, except to the extent that any such liability is excluded under sub-clause 6.27 below.

6.27

Data Protection Liability

6.27.1 The total aggregate liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, (whether innocent or negligent) restitution or otherwise in respect of all claims arising out of or in connection with Clause 6 of this Agreement shall in no circumstances exceed the amount set out in the following table, for any claim or series of connected claims:

Number of Workers	Liability Cap
>5,000	£10m
2,500 – 5,000	£7.5m
1,000 – 2,499	£5m
100 – 999	£1m
<100	£0.5m

6.27.2 Neither party shall in any circumstances have any liability for any losses or damages which may be suffered by the other party arising out of or in connection with Clause 6 of this Agreement whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever which fall within any of the following categories:

- i) loss of revenues or profits;
- ii) loss of anticipated savings;
- iii) loss of business or business opportunity;
- iv) depletion of goodwill and/or similar losses;
- v) pure economic loss.

6.27.3 Save as expressly provided, the exclusions in 6.27.2 above shall apply to the fullest extent permissible at law, but neither party excludes its liability:

- i) for death or personal injury caused by its negligence;
- ii) for fraud or fraudulent misrepresentation;

iii) for breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

iv) for any other liability which may not be excluded by applicable law.

6.27.4 Scottish Widows shall not be liable to you for the passing of any information or data files relating to any Worker to any third party. In particular, Scottish Widows shall not be responsible for, and shall have no liability arising from or in connection with, the passing of any information or data files to any Partner Scheme.

7. Legal and Regulatory

7.1

Scottish Widows will use reasonable endeavours to keep confidential information it holds relating to the Scheme and the Workers secure and to prevent any unauthorised or illegal use, publication or disclosure of such information or unauthorised or illegal access to such information.

7.2

You agree that Scottish Widows can use your name, the name any member of the Employer Group or of the Scheme and any relevant logo in any documents or other communications it sends to Members in relation to the Scheme and in any communications materials it provides to you provided that you have previously approved such documents or other communications.

7.3

You shall indemnify Scottish Widows and keep Scottish Widows indemnified against all liabilities which it may incur connected with or arising from your contravention of Automatic Enrolment Legislation, any breach by you of the mutual obligation of trust and confidence with your Workers, any breach or variation of a Worker's Contract and any liability for tax (whether of you, of a Worker or otherwise) associated with the enrolment of a Worker into the Scheme or a Partner Scheme (including but not limited to the deduction of any consultancy charges).

7.4

You may delegate some or all of your powers, obligations and duties under this Agreement to any organisation or individual engaged by you. You must provide details of any such delegation in writing or in such other form as may be acceptable to Scottish Widows and contact details (including e-mail addresses and telephone numbers) for any person to whom powers, obligations and duties have been so delegated.

8. Charges

8.1

Subject to the terms of this Agreement, there are no charges to cover the cost of the Services in addition to the product charges.

8.2

Scottish Widows reserves the right to charge for all costs and expenses it reasonably incurs as a direct or indirect consequence of any erroneous or incomplete HR & Payroll Data or information provided to it in relation to the provision of the Services.

9. Changes

9.1

Scottish Widows may make changes to the Scheme and/or the Services as a consequence of:

- 9.1.1 a change in the law and/or regulatory regime governing pension arrangements;
- 9.1.2 a change which is generally applicable to a business in the UK; and
- 9.1.3 developments and/or enhancements in the Scheme and/or Services.

10. Liability

10.1

Except in relation to any breach of clause 6 (data protection), the aggregate liability of Scottish Widows to you in respect of all claims arising out of or in connection with this Agreement, the Scheme or the Services (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) shall not exceed £50,000 (fifty thousand pounds Sterling).

10.2

Scottish Widows shall not be liable to you for:

- 10.2.1 any indirect or consequential loss, damages or costs;
- 10.2.2 any losses (of whatsoever nature) other than those which might arise as a direct consequence of a failure to perform the Services (subject to the terms of Schedule 1); and
- 10.2.3 (without limitation) any losses arising directly or indirectly from or relating to: a) HR & Payroll Data, materials, data or information provided to Scottish Widows by you or by a third party on your behalf; b) the choice of and ongoing suitability of any Default Fund in relation to any Member or Default Fund Governance; c) the variation (or purported variation) of Workers' Contracts by you and administration of the Scheme and/or the Services as a consequence of the variation (or purported variation); d) the implementation by you of Salary Sacrifice or Contractual Enrolment and administration of the Scheme and/or the Services as a consequence of any Salary Sacrifice or Contractual Enrolment arrangement; and e) the deduction of contributions and investment of them in the period prior to receipt by Scottish Widows.
- 10.2.4 any fines or penalties of the Pensions Regulator arising directly or indirectly from or relating to any failure by you (or any of your subsidiaries or holding companies or fellow subsidiaries of a common holding company as defined in section 1159 of the Companies Act 2006) to comply with or act in accordance with the Automatic Enrolment Legislation.

10.3

Nothing in this Agreement will exclude, limit or restrict Scottish Widows' liability for death or personal injury resulting from its negligence or any other matter in respect of which liability cannot by applicable law be limited.

11. Delays

11.1

Neither you nor Scottish Widows shall be liable or have any responsibility for any failure, interruption or delay in performance of its obligations under this Agreement resulting from breakdown, failure or malfunction of any telecommunications or computer service or system outside its control or from any other event or circumstances outside its reasonable control.

11.2

Scottish Widows shall not be responsible for a failure or delay in meeting its obligations under this Agreement if such failure or delay is as a result of a Relief Event. If the Relief Event continues for more than thirty (30) days then Scottish Widows shall be entitled to terminate this Agreement immediately or within such notice period as Scottish Widows considers to be reasonable in the circumstances.

11.3

Scottish Widows is entitled to an extension of time following the occurrence of a Relief Event and the parties shall enter discussions in good faith to agree a revised deadline in each case.

11.4

If Scottish Widows incurs any costs or expenses as a result of a Relief Event then Scottish Widows shall be entitled to charge you in respect of the loss or expense that it has incurred as a result. Invoices for such costs or expenses shall be payable within thirty (30) days of the date of the invoice.

12. Termination

12.1

Either you or Scottish Widows may bring the terms of this Agreement to an end by giving the other 6 months' written notice (or such shorter period as Scottish Widows may agree with you) at any time.

12.2

Following termination of this Agreement (or the Services), Scottish Widows may, at its sole discretion, provide you with reasonable assistance in accordance with its standard processes in order to effect a transition to a successor provider of a scheme and/or services as appropriate (and reserve the right to charge for reasonable costs incurred in providing this assistance to you).

12.3

Termination will be without prejudice to the completion of any transactions already initiated.

12.4

Scottish Widows may immediately upon written notice to you bring the terms of this Agreement to an end:

12.4.1 if you undertake a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010;

12.4.2 if required to comply with a request of any governmental, regulatory or supervisory organisation having authority over all or any part of the Scheme, the Services or the parties; or

12.4.3 upon material breach of the terms of this Agreement by you.

13. Jurisdiction and Rights

13.1

This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the English courts shall have exclusive jurisdiction to settle any disputes or claims which may arise under them.

13.2

Neither you nor Scottish Widows intend that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to it.

14. Definitions and Interpretation

14.1

Words and phrases used throughout this Agreement shall have the meanings given in Schedule 2 or section M of the Employer Application as appropriate.

14.2

The headings of the Clauses in this Agreement are for convenience only and shall not affect its construction or interpretation. References to Clauses and Schedules are references to the clauses and schedules to this Agreement. References to Paragraphs are to the paragraphs in the Schedules.

14.3

Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words “include” and “including” (and similar) shall not be construed as words of limitation.

14.4

References to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it or them all as from time to time amended, consolidated or re-enacted. In this Agreement, unless the context requires otherwise, references to this Agreement, or any other agreement, are to that agreement as in force and amended from time to time.

14.5

In the event of any conflict between this Agreement and the terms and conditions set out in the Employer Application, this Agreement shall take precedence.

15. Governance and Dispute Resolution

15.1

Any issues with the Services should be directed to your usual Scottish Widows contact.

15.2

If a dispute arises between the parties in connection with this Agreement or the Services the parties (or any person appointed to negotiate on their behalf) shall use reasonable endeavours to settle it by negotiation and agree a course of action.

15.3

If the parties are unable to settle the dispute by negotiation within thirty (30) days of the dispute arising, the parties agree that the dispute shall be escalated to senior representatives of the parties to resolve the dispute. Neither party may initiate any legal action until the dispute resolution process has been completed, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

16. General

16.1

This Agreement contains the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between them relating to such transactions.

16.2

Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. Except where expressly stated in this Agreement, neither party shall have authority to act in the name or on behalf of or otherwise to bind the other.

16.3

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.

16.4

Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity (and/ or the continued performance of this Agreement) shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement.

16.5

The rights and remedies provided by this Agreement are cumulative and (except as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

16.6

Notices or information given by an electronic medium or in writing will be deemed received on the Business Day following the day of actual receipt.

Schedule 1 – Services

1. AssistMe

1.1

The Services to be undertaken by AssistMe comprise the following processes:

Process	Definition
Postponement	as described at Paragraph 2 and defined in Schedule 2
Assessment	as described at Paragraph 3
Categorisation	as described at Paragraph 4
Contributions	as described at Paragraph 5
Membership	as described at Paragraph 6
Voluntary Joining	as described at Paragraph 7
Opting Out	as described at Paragraph 8
Reporting and Record Keeping	as described at Paragraph 9

2. Postponement

2.1

Where the HR & Payroll Data flags the requirement for Postponement in relation to a Worker or Workers the Assessment and Categorisation processes will not commence until the Deferral Date.

2.2

Where you have provided an email address in relation to a Worker, AssistMe shall generate a Postponement Notice for that Worker within the Relevant Period and issue that notice by email upon authorisation by you. You will be responsible for the accuracy of Worker email addresses from time to time.

2.3

Where you have not provided an email address in relation to a Worker, AssistMe will generate a Postponement Notice for you to download within the Relevant Period and issue to the Worker. You will be responsible for the time and manner of issue of the Postponement Notices downloaded from AssistMe.

3. Assessment

3.1

The Assessment process determines the status of Workers (including those Workers who are already Members) under the Automatic Enrolment Legislation.

3.2

In relation to each Worker, Assessment will take place in each Pay Reference Period by reference to HR & Payroll Data received from you (or any Authorised User) and in accordance with the basic (non-configurable) settings for AssistMe and (where applicable) the Rules.

3.3

Provided that you provide the HR & Payroll Data promptly (and no later than any date or dates agreed between the parties) and in accordance with this Agreement AssistMe shall undertake Assessment to categorise Workers as either:

3.3.1 Eligible Jobholders;

3.3.2 Non Eligible Jobholders;

3.3.3 Entitled Workers;

3.3.4 Contractual Joiners (provided that the HR & Payroll Data flags the status of the relevant Worker as a Contractual Joiner); and

3.3.5 Voluntary Joiners (provided that the HR & Payroll Data flags the status of the relevant Worker as a Voluntary Joiner).

3.4

The date of each Assessment will be as determined by you and agreed with Scottish Widows.

3.5

Assessment will be undertaken by AssistMe regardless of whether the HR & Payroll Data already specifies an outcome which would otherwise be determined by AssistMe under Assessment. It is your responsibility to consider any discrepancy between the outcome flagged in the HR & Payroll Data and the outcome determined by AssistMe. AssistMe will perform all functions based solely on the outcome determined by it.

3.6

Following completion of Assessment, Categorisation will commence. Assessment and Categorisation are independent of each other.

3.7

You will upload to AssistMe details for any Worker who is a Scheme Leaver and should no longer be included in the Assessment or Categorisation processes.

4. Categorisation

4.1

The Categorisation process determines the pension scheme into which Workers should be enrolled.

4.2

Once Assessment has been completed, AssistMe will undertake Categorisation in accordance with the Rules (which may be changed from time to time) to categorise Workers as follows:

- 4.2.1 Scheme Joiners;
- 4.2.2 Partner Scheme Joiners;
- 4.2.3 Non Scheme Joiners;
- 4.2.4 Members; and
- 4.2.5 Partner Scheme Members.

5. Contributions

5.1

AssistMe shall:

- 5.1.1 determine Default Contribution Levels by reference to HR & Payroll Data and the rate(s) specified by you (or any Authorised User on your behalf) and agreed with Scottish Widows;
- 5.1.2 send a Contribution File to Scottish Widows; and
- 5.1.3 send a Contribution File to any Partner Scheme setting out the contributions to be paid by or in respect of each Worker in the relevant Pay Reference Period.

6. Membership

6.1

Following the Categorisation process AssistMe will undertake the following arrangements:

Categorisation	Arrangements
Scheme Joiners	Terms and Conditions to be issued via an employer issued pack within the Relevant Period. Enrolment Information to be issued as per agreed AssistMe setup instruction on your behalf within the Relevant Period [unless instructed otherwise].
Partner Scheme Joiners	Categorisation report to be made available for download from the Portal through the reporting function.
Non Scheme Joiners	Categorisation report to be made available for download from the Portal through the reporting function. Statutory Information to be issued on your behalf as per agreed AssistMe setup instruction at any time in the Relevant Period [unless instructed otherwise].
Members	Statutory Information to be issued on your behalf as per agreed AssistMe setup instruction at any time in the Relevant Period [unless instructed otherwise]. Partner Categorisation report to be Scheme Members made available for download from the Portal through the reporting function.

7. Voluntary Joining

7.1

A Non Scheme Joiner will be treated as an Eligible Jobholder by AssistMe in the event that:

- 7.1.1 you notify AssistMe through the Portal that a Non Scheme Joiner has provided an Opt In Notice to you;
- 7.1.2 you notify AssistMe through the Portal that a Non Scheme Joiner has provided a Joining Notice to you (unless you have agreed with Scottish Widows that the Non Scheme Joiner should be treated in some other way); or

7.2

A Contractual Joiner will be treated as an Eligible Jobholder who is a Member by AssistMe unless you have agreed with Scottish Widows that the Contractual Joiner should be treated in some other way.

8. Opting Out

8.1

During the Opt Out Period, AssistMe will make available Opt Out Notices in an electronic format available through the Portal. Scottish Widows will provide Opt Out Notices in a paper format available on request by telephone.

8.2

AssistMe will validate any Opt Out Notice received from a Member in an electronic format (including, where offered, by telephone) provided that it is:

- 8.2.1 given by a Jobholder during the Statutory Opt Out Period; and
- 8.2.2 valid in accordance with the Automatic Enrolment Legislation.

8.3

If you receive a valid Opt Out Notice, you shall notify AssistMe through the Portal that a valid Opt Out Notice has been received in relation to that Jobholder.

8.4

You shall notify AssistMe of Opt In Notices, Joining Notices and Opt Out Notices that you have received and validated as soon as reasonably practicable after receipt and within any timescales set out in the Automatic Enrolment Legislation. You acknowledge that any delay may result in a contravention of the Automatic Enrolment Legislation.

9. Reporting and record keeping

9.1

Authorised Users may generate standard form Records and reports by way of a request made through the Portal. The time taken for generation of particular Records and reports is dependent upon the size and complexity of the request.

Schedule 2 – Definitions

“AssistMe” means the standardised IT service known as “AssistMe” available as an optional facility, which employers can choose to use in support of compliance with Automatic Enrolment Legislation;

“Authorised User” means an individual who, from time to time, has been authorised by you to access and use AssistMe and who has not had such authorisation withdrawn (either temporarily or permanently) by Scottish Widows;

“Automatic Enrolment” means the duty on the Employer to enrol Jobholders into automatic enrolment scheme (as defined in the Automatic Enrolment Legislation) when that duty first arises under the Automatic Enrolment Legislation;

“Automatic Enrolment Legislation” means the Pensions Act 2008 and regulations made thereunder;

“Business Day” means any day which is not a Saturday or Sunday and on which banks are generally open in London;

“Contractual Enrolment” means the process of enrolling a Worker other than by reference to requirement under the Automatic Enrolment Legislation;

“Contractual Joiner” means a Worker to be enrolled other than by reference to a requirement under the Automatic Enrolment Legislation;

“Contribution File” means a file in a standard form generated by AssistMe containing details of the relevant contributions for each Worker (except Non Scheme Joiners);

“Data Protection Legislation” means the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018. Each shall be referred to as “PECR”, the “Act” and the “UK GDPR” accordingly;

“EU GDPR” means Regulation 2016/679 of 27th April 2016 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;

“Default Contribution Levels” means the contribution levels determined by you and agreed with Scottish Widows which, in the case of each Jobholder, shall be no less than required by the Automatic Enrolment Legislation;

“Deferral Date” means, in the case of each Worker, the date selected by you in accordance with the Automatic Enrolment Legislation as the end of Postponement Period;

“E2” means the form entitled “Application Form for the Group Personal Pension” which is signed by you;

“Eligible Jobholder” means a Worker who must be automatically enrolled under the Automatic Enrolment Legislation (without any need for a request by the Worker);

“Employer Group” means any entity or entities associated with or affiliated with you and for which you act as the agent, for and on behalf of, and under full authority from, the said entity or entities;

“Entitled Worker” means any Worker without qualifying earnings under the Automatic Enrolment Legislation;

“Enrolment Information” shall have the meaning given in the Automatic Enrolment Legislation;

“HR & Payroll Data” means in relation to each Worker in a form acceptable to Scottish Widows, any other data reasonably required by Scottish Widows including but not limited to:

- i) Jobholder Information;
 - ii) pensionable earnings data relevant to the definition of pay used by you to comply with the Automatic Enrolment Legislation;
 - iii) current scheme membership status;
 - iv) age and date of birth; and
 - v) any other data reasonably required by Scottish Widows
- 12 “Portal” means those parts of AssistMe comprising the enabling Terms and Conditions Data (and other information) to and from AssistMe;

“Jobholder” shall have the meaning given in the Automatic Enrolment Legislation;

“Jobholder Information” shall have the meaning given in the Automatic Enrolment Legislation;

“Joining Notice” means the notice by which an Entitled Worker may require you to arrange active membership of a scheme that satisfies the requirements of the Automatic Enrolment Legislation;

“Leaver” means a Member who exercises a right to opt-out or otherwise leaves the Scheme;

“Member” means any person who has a right to a benefit or benefits from a group personal pension established under the Scheme or Partner Scheme;

“Non Eligible Jobholder” means a Jobholder who must be enrolled under the Automatic Enrolment Legislation only if he/she submits an Opt In Notice to you;

“Non Scheme Joiner” means a Non Eligible Jobholder or an Entitled Worker who has not exercised a statutory right to require you to arrange active membership of a scheme that meets minimum quality requirements under the Automatic Enrolment Legislation;

“Opt In Notice” means the notice by which a Non Eligible Jobholder may require you to arrange active membership of a scheme that satisfies the requirements of the Automatic Enrolment Legislation;

“Partner Scheme” means a pension arrangement which is not provided by Scottish Widows and which any of the Employer Group is making available to its Workers who qualify as Partner Scheme Joiners;

“Partner Scheme Joiner” means an Eligible Jobholder who does not qualify for Scheme membership in accordance with the Rules and who you have nominated for membership of the Partner Scheme;

“Partner Scheme Member” means any Partner Scheme Joiner who has commenced active membership of the Partner Scheme;

“Pay Reference Period” shall have the meaning given in the Automatic Enrolment Legislation (and include without limitation the concept of “applicable pay reference period”) for the appropriate context;

“Portal” means those parts of AssistMe comprising the enabling Terms and Conditions Data (and other information) to and from AssistMe;

“Postponement” means the facility to postpone Automatic Enrolment obligations in relation to a Worker in accordance with the Automatic Enrolment Legislation;

“Postponement Notice” means, in accordance with the Automatic Enrolment Legislation, a notice in a form agreed with you, to notify the Worker that you intend to postpone Automatic Enrolment for the Worker until a date specified in the notice;

“Records” means the records generated AssistMe in the course of providing the Services;

“Relevant Period” means the period specified under the Automatic Enrolment Legislation for a particular action or process to be undertaken;

“Relief Event” means: i) an event described in Clause 11.1 of this Agreement; ii) circumstances where the Payroll is untrue, inaccurate, incomplete, unreasonably delayed or provided in a format that cannot be used by Scottish Widows; and iii) a breach of the Employer Responsibilities described in Clause 5 of this Agreement;

“Regulator” means any regulator or regulatory body or supervisory authority (including the Financial Conduct Authority, the Pensions Regulator and HMRC or their successors) to which Scottish Widows, the Scheme, the Services and you are subject from time to time;

“Restricted Country” means a country, territory or jurisdiction that is outside the UK or the European Economic Area which is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable);

“Restricted Transfer” means the transfer, storing or processing of Personal Data or storing Personal Data in a Restricted Country, either through:

- a) direct transfer or remotely (e.g. via outsourcing, as part of business continuity arrangements, cloud arrangements, offshore models etc.);
- b) remotely accessing, or allowing remote access to, the information systems of the Provider and the Platform Operator; and/or
- c) an onward transfer of Personal Data from a receiving party under (a) or (b) above, to a further Permitted Recipient, save where, in each case, such recipient is subject to the terms of the UK GDPR;

“Rules” means the rules set by you and agreed with Scottish Widows (from time to time) that define how AssistMe is to be configured and operated by Scottish Widows;

“Salary Sacrifice” means the implementation and/or administration of any contractual arrangement (or purported contractual arrangement) whereby a Worker gives up the right to receive part of his or her cash remuneration, in return for the agreement of the relevant employer to provide some form of non-cash benefit;

“Scheme” means a Group Personal Pension Scheme sponsored by you and/or a Member of the Employer Group;

“Scheme Joiner” means an Eligible Jobholder to be enrolled into the Scheme in accordance with the Rules;

“Scottish Widows” means Scottish Widows Ltd and its subsidiaries, associated companies and holding companies including those companies which form part of the Scottish Widows and Lloyds Banking Group;

“Services” means the services as set out in Schedule 1 of this Agreement;

“Statutory Information” means in the case of each category of Worker under the Automatic Enrolment Legislation, information which must be provided by you in accordance with the Automatic Enrolment Legislation;

“Supervisory Authority” means the UK Information Commissioner’s Office any similar regulatory authority responsible for the enforcement of Data Protection Legislation;

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating them from time to time;

“Voluntary Joiner” means a Non Eligible Jobholder or an Entitled Worker who has exercised a statutory right to require you to arrange active membership of a scheme that meets minimum quality requirements under the Automatic Enrolment Legislation;

“Worker” shall have the meaning given to it in the Automatic Enrolment Legislation;

“Worker Data” means the Personal Data of each Worker (or former Worker), where such Personal Data is Processed by either party under or in connection with this Agreement; and

“Worker’s Contract” shall have the meaning given to it in the Automatic Enrolment Legislation.

Schedule 3

Categories of/Types of Personal Data	Employment data (including employer and salary), Contact, Locational, Special Categories of Data, National Identifier, Open Data and Public Records.
Categories of Data Subject	Workers, their nominated beneficiaries and other parties as required from time to time.
List of data processing activities carried out by you/ subject matter of the processing (incorporates the nature and purposes for which the personal data will be processed)	Activities carried out via the functionality of AssistMe Portal are detailed at Schedule 1 of this Agreement and include: • Assessment of the validity of an employee's enrolment. • A mandatory facility under which an employer authorises the collection of employee payments on a monthly basis, which in turn triggers new policies to be created and the application of pension premiums to begin. • An assessment facility which provides an employer a file with calculated contributions for active members of the pension scheme. • A communication facility under which statutory compliant auto enrolment communications are generated for new hires, newly eligible employees, and those who either have or have not met the criteria for auto enrolment. • A reporting function where an employer can view historic contribution payments, employee assessment results, and information on employee opt outs since their staging date or when they first moved to AssistMe.
Details of sub-processors	Name: SBC Systems Description of Processing: Third party provider of AssistMe Auto Enrolment system Geographical Location of Processing: Within UK and EEA.



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Financial Services Register number 181655.