

# Terms and Conditions

for the provision of an Employer Pension Charge to enable  
operation of a Group Pension Scheme

These Terms and Conditions and the Commercial Terms which you have been provided with relating to provision of a **Group Pension Scheme** by Aviva will constitute a legally binding agreement between us.

In this **Agreement** “Aviva”, “we”, “us” or “our” shall mean Aviva Life & Pensions UK Limited. References in this Agreement to “you” or “your” shall mean the party to this Agreement other than Aviva, including your employees, contractors or agents.

## Definitions

**“Agreement”** means these Terms and Conditions and the Commercial Terms;

**“Aviva Group”** the group of companies, including Aviva, for the time being the ultimate parent undertaking of which is Aviva plc (registered in England under number 02468686) or any parent undertaking thereof, or successor thereto, from time to time;

**“Aviva Group Company”** a member of the Aviva Group;

**“Charges”** means the charges payable by you as set out in the Commercial Terms which includes the Employer Pension Charge;

**“Commercial Terms”** means the commercial terms which have been provided to you with details of the Charges and contact details and these Commercial Terms form part of our Agreement;

**“Effective Date”** means the date set out in the Commercial Terms from which you are required to pay the Charges;

**“Employer Pension Charge”** is the part of the Charges stated and payable in terms of the Commercial Terms;

**“Group Pension Scheme”** means a group of individual personal pension policies held by employees of a single employer or group of employers which are administered together by Aviva;

**“Purpose”** means the provision and administration of your employee pension scheme arrangements;

**“Retail Prices Index”** means the index published by the Office for National Statistics or any other index we notify you of should the Retail Prices Index cease to be published;

**“Regulator”** means any supervisory or government agency, body or authority having regulatory authority over the Aviva Group Companies’ assets, resources or business or over the Services;

**“Renewal Date”** is the annual anniversary of the effective date;

**“Regulatory Requirements”** means all legal and regulatory requirements applicable in relation to the activities of Aviva and you;

## 1. Service

1.1 Subject to these Terms and Conditions, we will provide you with a Group Pension Scheme with Aviva.

1.2 We reserve the right to suspend and/or prevent your ability to use the additional facilities, IT systems and billing system for employer payments which are made available to you to support you paying contributions into the Group Pension Scheme after the Effective Date if you have not (a) returned a signed copy of the Commercial Terms and/or (b) pay the applicable Charges, this will not prevent the individual policyholder paying contributions to the policy.

New business schemes that do not want to pay the Charges will not be set up if terms for their set up have been agreed on the basis of the Charges being paid.

If an employer for an existing scheme decides not to pay the Charges we will withdraw the ability for the scheme to be actively administered as a Group Pension Scheme. This will include suspending/withdrawing:

- Access to the billing system
- The ability to return bills and/or submit payment files
- The ability to add new joiners/submit joiner files.
- The capability for us to request or accept further employer remitted payments

The inability for employers to be able to make regular contributions into the scheme will mean that it cannot be used either for auto-enrolment or as a qualifying arrangement for auto-enrolment compliance. It is the employer’s responsibility to ensure they have a compliant scheme set up and we reserve the right to notify the TPR.

The due date for payments will be clearly outlined on any invoices issued and standard payment terms will be 30 days. For new Group Pension Scheme setup the invoice will be issued in advance of any set up commencing.

We will contact your nominated scheme administrator if we revoke access. We will close the Scheme 30 days after that notice, if the relevant issue has not been resolved within that time.

1.3 You shall be responsible for all acts and omissions of any employees, contractors and/or agents you appoint to carry out your duties or responsibilities in relation to this Agreement and will procure their compliance with all your obligations and conditions under this Agreement.

## 2. Charges and Invoicing

- 2.1 You shall pay the Charges and we will submit invoices to you as set out in the Commercial Terms.
- 2.2 The Charges set out in the Commercial Terms are stated in pounds sterling and are not subject to VAT.
- 2.3 We reserve the right to increase the Charges if, in our opinion, there is a material difference from the information provided by you to us on which we based the Charges outlined in the Commercial Terms at any time prior to or during the terms of this Agreement.
- 2.4 On each Renewal Date the Employer Pension Charge will increase by a sum in line with any increase in the Retail Prices Index. We reserve the right to increase the Charges by more than any increase in the Retail Prices Index.
- 2.5 If you fail to make payments for a period of 30 days or more after the due date, we shall be entitled to enforce our rights in terms of 1.2 above. This shall also amount to a material breach of the contract, meaning we may close the scheme 30 days after we contact you if no payment has been received within that time.
- 2.6 If we terminate this Agreement for any reason, we will reimburse you for the prorated portion of the Charges you have paid in respect of the period post termination as soon as reasonably practicable (if any). In any other event of termination (including at your request) we will not be liable to refund you any unused portion of the Charges.
- 2.7 With effect from each anniversary of the Effective Date, Aviva may adjust the level of Charges payable. We will give you at least four months written notice prior to the Renewal Date, of the Charges for the next twelve month period.

## 3. Term and Termination

- 3.1 The Charges will be payable as at the Effective Date and shall continue for an initial period of twelve months ("Initial Period") and shall automatically renew for successive twelve month periods thereafter on each anniversary of the Effective Date (each a "Renewal Date" with the first Renewal Date being the date on which the Initial Period expires) until it is terminated in accordance with this Agreement.
- 3.2 Either party may terminate this Agreement without incurring any liability to the other (a) if the other party is in material breach of this Agreement and, where the breach is capable of remedy, such breach is not remedied within 30 days of receiving written notice of such breach; or (b) if the other party ceases to do business, becomes unable to pay its debts or is

capable of being deemed unable to pay its debts, or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or reconstruction of that other party, or passes a resolution for its winding up or there is a court order for it to be wound up or dissolved, or has an administrator, receiver, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business.

- 3.3 Aviva may terminate the Agreement immediately on written notice without incurring any liability to you if (a) in Aviva's reasonable opinion, your acts or omissions in relation to your use of the Agreement are likely to cause damage to the name, brand, goodwill or reputation of Aviva or any member of Aviva's Group, (b) you have committed a material breach of the contract or (c) you undergo a Change of Control.
- 3.4 You may terminate this Agreement by giving Aviva no less than 3 months written notice at any time.
- 3.5 Immediately upon the termination of the Agreement, your ability to pay contributions into the Group Pension Scheme shall be suspended and our provision of any service to you relating to that Group Pension Scheme shall cease.
- 3.6 The provisions of this Agreement which are intended or by their nature ought to survive termination shall survive termination or expiry of this Agreement, however and whenever occurring.
- 3.7 Termination of this Agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.
- 3.8 Any payments of the Employer Pension Charge collected will not be refunded as they are for services rendered.

## 4. Variation

- 4.1 We reserve the right to vary these Terms and Conditions if the change is to your advantage, we can make the change without giving you notice. We may also make changes without giving you notice if we are simply putting right any mistakes or making some wording clearer. If we make a change to these Terms and Conditions, the new terms will be available on our site at [aviva.co.uk](http://aviva.co.uk). Please check this page from time to time to take note of any changes we make as they are binding on you.

## 5. General

- 5.1 These Terms and Conditions together with your Commercial Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces, and no reliance will be placed upon, any prior or contemporaneous proposals, presentations, discussions, obligations of any nature, duties, draft or proposed written contracts, letters of intent, understanding or agreements, whether written or oral and whether express or implied, regarding such subject matter.

## 6. Employer's agreement

- 6.1 You understand if you fail to pay the Charges Aviva will withdraw the ability for the scheme to be actively administered as a Group Pension Scheme as per our rights in terms of 1.2 above. Aviva will not be responsible for any liability arising to you as a result of any breach of your Auto-Enrolment duties and responsibilities and will not accept any liability arising as a result thereof.