

Church Workers Pension Fund

Pension Builder 2014

THIS PARTICIPATION AGREEMENT is made on

**leave blank:*

Between

**enter employer name:*

(the "Employer")

and **The Church of England Pensions Board** (the "Trustee").

1. In this Agreement:-

"Employee" means any employee or director (including a non-executive director) of the Employer.

"Flexible Apportionment Arrangement" means the arrangement to apportion liabilities for the purpose of section 75 of the Pensions Act 1995 as set out in explanatory paper dated July 2016.

"Fund" means the Church Workers Pension Fund.

"Life Cover Multiple" means the multiple of Final Pensionable Salary to be used for the purposes of calculating the lump sum death in service benefit.

"Rules" means the Rules of the Fund.

"Service" means employment with the Employer.

Other expressions have the same meaning as in the Rules.

2. The Employer wishes to participate in the Fund and agrees to comply with the Rules of the Fund. All members enrolled will be in approved Church of England employment or work connected to the Church of England.

**enter date on which membership with PB 2014 will commence*

3. With effect from the Employer has chosen to provide benefits under the Pension Builder 2014 section of the Fund.

4. In accordance with Rule C2.1 of the Fund (requirement for Participation Agreement), the Employer has chosen the following terms to apply to its Employees.

4.1 <i>*enter membership categories, such as age groups.</i>	4.2 Employer Contribution Rate (%) <i>*not inc. life cover</i>	4.3 Member Contribution Rate (%) <i>* not inc. life cover</i>	4.4 Life Cover Multiple (2, 3 or 4) <i>*do not enter a %</i>
Member Group / Category			

4. The Employer will match any member Additional Voluntary Contribution (AVC) up to%*

5. Contributions to the Fund are a percentage of the Member's Pensionable Salary. Pensionable Salary means:

1. the Member's basic salary from the Employer only

2. other if you are including allowances/deducting the Lower Earnings Limit etc., please specify your definition

.....

6. Members will be offered preserved benefits after completing 30 days pensionable service.

7. The Normal Pension Age is 65.

8. The Annual Review Date for the section is 1 April.

9. The Employer nominates the Church of England Pensions Board to act for the participating Employers in the Fund for the purposes of the Pensions Act 1995 and 2004 and any other applicable law including but not limited to funding matters under part 3 of the Pensions Act 2004.

10. If the Employer so requests or agrees and pays any additional contributions that the Trustee considers appropriate (for which purpose the Trustee will consider the advice of the Actuary), the Trustee will provide (a) increased or additional benefits in respect of any Member or Members, (b) benefits in respect of any Member or Members different, or on different terms, from those set out elsewhere in the Rules or (c) benefits in respect of any Employee or former Employee or any spouse or dependant of a former Employee (or for any other person for whom HM Revenue and Customs permit the Fund to provide benefits). Any benefits provided under this Clause will be consistent with the Contracting-out, Preservation, Revaluation and Transfer Value Laws and authorised for the purpose of Part 4 of the Finance Act 2004 unless the Trustee decides otherwise.

11. The Employer confirms receipt of the explanatory paper dated July 2016 and agrees to the Flexible Apportionment Arrangement. The Employer acknowledges that, in agreeing, it accepts on the basis described in the explanatory paper liabilities to the Fund which might, in the absence of this consent, otherwise be allocated to one or more other Employers, including without limitation, responsibility for liabilities listed in regulation 6 ZB (17) of the Occupational Pension Schemes (Employer Debt) Regulations 2005, as those liabilities stand immediately before the arrangements take effect in respect of any employer.

12. The Employer **does** intend to use the Pension Builder 2014 section of the Fund to meet its obligations under the Pensions Act 2008 in respect of "automatic-enrolment".

13. The Employer and the Trustee may enter into a supplemental agreement altering any of the terms contained in this Participation Agreement. Any such supplemental agreement must contain a statement of how benefits will be calculated in respect of Employees' service and contributions before the date of the alteration.

Signed		Signed	
Name		Name	
Date			
for and on behalf of the Employer		for and on behalf of the Pensions Board	

Employer Hub Terms and Conditions

1. Terms of Use

Use of Employer Hub is subject to the Employer Hub Terms of Use (available at www.churchofengland.org/media/28479) and you agree to comply with them.

2. Our Obligations

CEPB shall use its reasonable endeavours to make Employer Hub available at all times, subject to:

- a. emergency upgrades and emergency maintenance to the Employer Hub; and
- b. any other upgrade or maintenance which may be undertaken.

CEPB shall use its reasonable endeavours to provide reasonable prior notice of such upgrades or maintenance to you or your Users.

3. Your Obligations

You shall:

- a. comply with any reasonable instructions of CEPB in relation to any access granted to Employer Hub;
- b. only use Employer Hub for the purposes permitted in the Terms of Use;
- c. not attempt to interfere with Employer Hub or any information and data belonging to CEPB, except where permitted under this Terms of Use; and
- d. maintain appropriate and proportionate measures to prevent any unauthorised access to, or use of, Employer Hub and, in the event of any such unauthorised access or use, promptly notify CEPB.

You shall be responsible for the accuracy and completeness of any information and data which you and any Users provide to CEPB through Employer Hub. CEPB accepts no responsibility for any loss suffered as a result of any information and data you or any Users provide not being accurate or complete, including in respect of underpayments, overpayments or lost, misdirected or misplaced payments.

4. Liability

Nothing in these terms of use excludes or limits CEPB's liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

CEPB shall not be liable to you, or to any third party, whether in contract (including under any indemnity), in tort (including negligence), under any statute or otherwise under or in connection with this letter or the use of Employer Hub for or in respect of any:

- a. any loss of production, loss of profit, loss of revenue, loss of contract, loss or corruption of data, loss of goodwill, business interruption or loss of claim; or
- b. any indirect or consequential losses.

5. Indemnification

You shall indemnify, keep indemnified, defend and hold harmless CEPB from and against any and all damages, liabilities, losses, claims, costs and expenses (including, reasonable professional advisors' fees) to the extent arising out of any claim, action or allegation brought against CEPB by any third party in connection with any breach of the Terms of Use or these Terms and Conditions by you or any User.

6. Data Protection

Each party shall be an independent data controller of any personal data related to members of the CEPB pension scheme and both parties shall comply with all relevant Data Protection Legislation. To the extent CEPB acts as a data processor in the provision of the Employer Hub, CEPB shall:

- a. only process personal data on your documented instructions (including the purposes set out in this letter and the Terms of Use) unless required to process that personal data for other purposes by UK law. Where such a requirement is placed on CEPB it shall provide you with prior notice unless the relevant law prohibits the giving of notice on important grounds of public interest;
- b. inform you if, in its opinion, your instructions would be in breach of Data Protection Legislation;
- c. assist you to respond to and fulfil requests from individuals exercising their rights under Data Protection Legislation;
- d. assist you to conduct privacy impact assessments (and any related consultations) where required under Data Protection Legislation.
- e. at your request, provide evidence of its compliance with this paragraph 6 and allow you to audit that compliance (at your own cost).
- f. shall implement appropriate technical and organisational measures to protect relevant personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
- g. shall notify you without undue delay should it become aware of, or reasonably suspect there has been, a personal data breach.

7. Governing Law and Submission to Jurisdiction

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

8. Definitions

In these Terms and Conditions, unless the context otherwise requires:

“CEPB” means the Church of England Pensions Board;

“Data Protection Legislation” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679), the retained EU law version of the General Data Protection Regulation (**“UK GDPR”**) and the Data Protection Act 2018; and (c) any other similar national privacy law;

“Employer Hub” means the online service made available by CEPB to employers participating in its workplace pension schemes, to support related pension administration services;

“Terms of Use” means the terms of use as may be updated from time to time;

“Users” means your users of the Employer Hub.

Signed:

Name:

Position:

Church Workers Pension Fund Employer Contact Information Form

1. Policy contact

This is the person we will contact about valuations, annual reports and other financial information.

Name: _____

Job Title: _____

Address: _____

_____ Post Code: _____

Telephone _____

Email _____

2. Contribution contact

This is the person we will contact with any questions about monthly contributions, salary information, joiners and leavers.

Name: _____

Job Title: _____

Address: _____

_____ Post Code: _____

Telephone _____

Email _____

3. Employer Hub Super User

This is the person we will set up as your first Employer Hub user. This person can set up other users.

Name: _____

Date of birth: _____

Address: _____

_____ Post Code: _____

Telephone _____

Email _____

Church Workers Pension Fund Regulatory Information

Name of Employer:

Address:

*(Please give the registered or
permanent address, not the
address of a current officer
holder)*

Nature of Business:

Relationship to the Church of England:

Status of Employer *(tick all that apply)*:

1	Private Limited Company	<input type="checkbox"/>
2	Public Limited Company	<input type="checkbox"/>
3	Limited Liability Partnership	<input type="checkbox"/>
4	Registered Charity	<input type="checkbox"/>
5	College or education inst.	<input type="checkbox"/>
6	Overseas Company	<input type="checkbox"/>
7	Government / public body	<input type="checkbox"/>
8	Partnership	<input type="checkbox"/>
9	Sole Trader	<input type="checkbox"/>
10	Other (please specify)	<input type="checkbox"/>

Company registration number (if applicable):

Date of company registration (if applicable):

Company DUNS¹ number (if applicable):

Charity registration number (if applicable):

Date of charity registration (if applicable):

Auto Enrolment staging date:

Employer's Year End Accounting Date:

_____/_____
Day Month

Signed:

Name:

Position:

¹ A **DUNS number (for Data Universal Numbering System)** is a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun & Bradstreet (D&B) and are used for a variety of purposes, including establishing business credit, applying for government contracting opportunities, and giving potential customers a way to view your payment history.