

Terms and Conditions

Updated May 2018

Background

These Terms and Conditions of Service and Use (Terms) apply to and govern your use of the Smart Pension website www.AutoEnrolment.co.uk (the Site) and all products, tools, software, and services that you access through it.

Smart Pension Limited is a company registered in England and Wales under company number 09026697 (Smart Pension). Our registered office is:

40 Eastbourne Terrace

Paddington

London, W2 6LG

United Kingdom

Smart Pension use pioneering technology to provide access to a workplace pension scheme tailored specifically for UK businesses. All auto enrolment, payroll integration, and management services are available via the Platform on the Site.

These Terms will apply whether you are a guest to the Site, a Member of our Scheme (see clause 4 of these Terms), a Participating Employer (see clause 3 of these Terms), or if you are an Adviser acting on behalf of a Participating Employer (see clause 2 of these Terms). By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with or accept these Terms, please do not use our Site.

Please note, acceptance of these Terms does not constitute participation in the Scheme.

Smart Pension provides software as a service through which you have access to regulated products. No regulated advice within the meaning of the Financial Services and Markets Act 2000 is given or implied by Smart Pension in these Terms or on the Site.

1. REGISTRATION

1. By registering on our Site you understand that you are entering into a contract with Smart Pension on these Terms.
2. If you choose, or are provided with, a user identification code, password, or other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party save as permitted by these Terms. Smart Pension have the right to disable any user identification code or password, whether chosen by you or allocated by us,

at any time if, in our reasonable opinion, you have failed to comply with any provision of these Terms.

3. If you know or suspect that an unauthorised person has access to or knows your user identification code or password, please notify Smart Pension promptly.
4. By continuing to access our Site or utilise our Services, you warrant that you have full power and authority to enter into these Terms and to perform your obligations under them.

2. ADVISERS

If you are an Adviser, the following provisions (along with clauses 5 - 20 (inclusive)) apply to you:

1. In acting as an Adviser, each Adviser acknowledges and confirms that it is legally entitled and authorised to act on behalf of the Participating Employers as listed in the Adviser's account.
2. An Adviser (Primary Adviser) can invite another adviser (Secondary Adviser) to manage the Participating Employers listed in the Primary Adviser's account by sending an invitation through the Adviser Dashboard. If not already registered as an Adviser, the Secondary Adviser must then register with Smart Pension. The Primary Adviser acknowledges and confirms that it retains all responsibility and liability for any actions undertaken in its account (including any transfers, additions, changes, or deletions of information or data) whether or not such action was undertaken by the Primary Adviser, or by the Secondary Adviser. A Primary Adviser can revoke the Secondary Adviser's access to its account at any time.
3. If an Adviser wishes to transfer a client into the Scheme from a like-for-like qualifying auto enrolment workplace scheme, it may do so, however, Adviser acknowledges and understands that such client may require advice from an FCA regulated investment adviser to so. Adviser acknowledges that Smart Pension cannot provide this advice.
4. Adviser acknowledges and accepts that the obligation to keep its account information accurate and up-to-date rests solely with it. The Adviser must notify Smart Pension immediately if any of the information provided changes, is inaccurate, or is incomplete.
5. Adviser acknowledges and accepts that the obligation to keep its account information accurate and up-to-date rests solely with it. The Adviser must notify Smart Pension immediately if any of the information provided changes, is inaccurate, or is incomplete.

3. PARTICIPATING EMPLOYERS

If you are a Participating Employer, the following provisions (along with clauses 5 - 20 (inclusive)) apply to you:

1. Employers can become a Participating Employer by registering and setting up a workplace pension scheme through the Platform at no cost through our Site. In consideration of the Participating Employer agreeing to be bound by these Terms, Smart Pension grants the Participating Employer a non-transferable, revocable, non-exclusive limited licence to use the facilities on the Site and access our Services.
2. In order to become a Participating Employer, the following information must be provided:
 1. the company's full name, registered office, and any other official postal address (if different);
 2. the full name, position, email address and telephone number of a person(s) authorised to act on behalf of the Employer (Primary Contact);
 3. the full name, position, email address and telephone number of any third party Adviser authorised to act on behalf of the Employer;
 4. the Employer's staging date;
 5. the sort code, account number, and account name of the UK bank account controlled by the Employer to which payments in connection with the Scheme are to be made.
3. In respect of each employee that the Participating Employer wishes to enrol in the Scheme, it must provide Smart Pension with, and keep updated, the following information:
 1. the employee's full name, address, email address, telephone number, and date of birth;
 2. confirmation that the employee is resident and working in the UK, and qualifies for auto enrolment;
 3. details of the employees joining date, job title, and earnings;
 4. details of the contributions that:
 1. the Participating Employer will make in respect of that employee;

2. the employee will make, and confirmation as to how often and when such contributions will be made;
5. and such other information as may reasonably be required by Smart Pension from time to time or as otherwise specified in its privacy policy.
4. Participating Employers acknowledge, accept and warrant that where a third-party Adviser has been authorised to act on its behalf, Smart Pension shall have no obligation or requirement to verify any actions, instructions, or amendments made by that third-party Adviser, and Smart Pension shall be entitled to take such action in accordance with that Adviser's instructions without recourse or liability to the Participating Employer.
5. Participating Employers further acknowledge and accept that the obligation to keep its account information accurate and up-to-date rests solely with it. The Participating Employer must notify Smart Pension immediately if any of the information provided pursuant to clauses 3.2 and 3.3 changes, is inaccurate or is incomplete. In particular, if an Adviser is no longer authorised to act on behalf of the Participating Employer, or if a Member is no longer employed by the Participating Employer, the Participating Employer must notify Smart Pension without delay.
6. At all times whilst being a Participating Employer, you must comply with: the provisions of the Scheme Rules; any applicable regulatory and statutory obligation (including payroll); and these Terms.
7. Nothing in these Terms shall be interpreted or taken to mean that Smart Pension is responsible for your compliance with the Pensions Act 2008, and any other legal requirements or obligations (including tax). Each Participating Employer remains solely liable for all such adherence and compliance.
8. Smart Pension makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use by a Participating Employer of an Adviser.
9. If at any time Smart Pension decides to (or is required by law to) amend its terms or apply additional charges for its Services, Smart Pension shall use all reasonable endeavours to provide participating employers and members with no less than one month's written notice of such charge.

4. MEMBERS

If you are a Member, the following provisions (along with clauses 5 - 20 (inclusive)) apply to you:

1. If you are eligible, your employer must automatically enrol you into a qualifying pension scheme. If your employer is a Participating Employer they can Enrol you into the Smart Pension Scheme. Upon being Enrolled by a Participating

Employer, you will become a Member of the Scheme and will be issued an identification code and password. You can use this identification code and password to access and use the Members' Portal.

2. Once you have been Enrolled, you can choose whether to remain in the Scheme or whether you wish to opt out so long as you do so within 30 days of your Joining Date (Opt-out Period). If you choose to leave the Scheme after the Opt-Out Period any contributions made will remain invested in the Scheme until your retirement.
3. If you wish to remain in the Scheme, in consideration of you agreeing to be bound by these Terms, Smart Pension grants you a non-transferable, revocable, non-exclusive limited licence to use the facilities on the Site, including the Members' Portal.
4. Through the Members' Portal you can increase your contributions and choose into which Fund your contributions are invested. If you do not choose a fund, you will be allocated to a default Fund, but you can always switch between the available Funds as and when you wish to. You acknowledge that investments can increase or decrease from time to time, and Smart Pension will have no liability to you in respect of the investment strategy each Fund takes. You will receive annual statements detailing your investment and your options in respect of such Funds.
5. For as long as you are making contributions, you will be an active Member. You will cease to be an active Member if you:
 1. opt-out or leave the Scheme;
 2. leave your employment with a Participating Employer;
 3. draw your benefits before your normal retirement age;
 4. transfer your funds to another scheme;
 5. pass away before drawing your funds.
6. If you cease to be an active Member, but your funds remain invested in the Scheme, you will become a Deferred Member until such time as:
 1. you re-join or are re-Enrolled into the Scheme;
 2. become employed again by a Participating Employer; or
 3. draw your benefits.
7. As a Deferred Member you will continue to have access to our Site and the Member's Portal to view your annual statements and access other important information.
8. The Annual Member Charge will be based upon a percentage of your average assets under management. This is currently set at 0.75% for the majority of our

funds. To see a full breakdown please take a look at our handy [investment guide](#). The Annual Member Charge will be deducted from the contributions made to your funds. Full details regarding this are set out in the Scheme Rules which you can access through our Site. Unlike other auto enrolment offerings, Smart Pension do not charge you a transaction or administration fee.

5. ACCESS

1. Access to the Site is free of charge. Smart Pension does not guarantee that the Site, or any content on it, will always be available or uninterrupted. Access to the Site is permitted on a temporary basis. Smart Pension may suspend, withdraw, discontinue, or change any part of the Site without notice. Smart Pension will not be liable if, for any reason, the Site is unavailable at any time or for any period, but Smart Pension will try to give reasonable notice, if possible, of any suspension or withdrawal.
2. You are responsible for making all arrangements necessary for you to access the Site and any of the facilities available on the Platform.
3. The Platform and the Scheme are directed to people residing in the United Kingdom. Smart Pension does not represent that content available on or through the Site is appropriate or available in other locations. Smart Pension may limit the availability of the Site or any of the Services described or accessed through the Site to any person or geographic area at any time.
4. At all times when accessing the Site, you must ensure that:
 1. you shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the Services that:
 1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 2. facilitates illegal activity;
 3. promotes unlawful violence;
 4. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 5. is otherwise illegal or causes damage or injury to any person or property, and Smart Pension reserves the right, without liability or prejudice to its other rights, to disable the access to any person who breaches the provisions of this clause 5.4.1,
 2. you shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software and/or Documentation (as applicable) on the Platform in any form or media or by any means; or attempt to

de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software or Documentation on the Platform;

3. you shall not access all or any part of the Platform in order to build a product or service which competes with the Services, or to use the Platform (or any part of it) to provide services to third parties.
5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Platform and, in the event of any such unauthorised access or use, promptly notify Smart Pension.

6. SCHEME RULES

1. The Scheme Rules govern the terms of the Scheme and detail, among other things, its administration, its investment powers, Participating Employers' rights and obligations, and Members' eligibility, rights and obligations. For detail regarding how the Scheme is run, and your rights and obligations under it, please see the guidance on our Site and the Scheme Rules which are available on the Site.
2. You undertake, at all times, to comply with the terms set out in the Scheme Rules. In the event of any conflict between these Terms and the Scheme Rules, the terms of the Scheme Rules shall prevail.

7. SMART PENSION'S SERVICES

1. Smart Pension shall provide the Services and make available the Site to you on and subject to these Terms.
2. Our role is to provide access to our Services through our Site. We are not involved in any administration and regulation concerning the Scheme and we will not mediate any disputes between you and the Scheme Administrators or the Scheme Trustees.
3. Smart Pension shall provide the Services using reasonable care and skill.
4. Smart Pension shall be responsible for ensuring that it complies with all applicable laws, regulations, regulatory policies, guidelines, or codes of practice in place from time to time in connection with the provision of the Services.
5. To the extent that use of the facilities available on the Site requires the use of any third party software, Smart Pension will use commercially reasonable endeavours to notify you of the licence terms and conditions.
6. The undertaking at clause 7.3 shall not apply to the extent of any non-conformance is caused by the failure by you (or any Adviser acting on your

behalf) to provide Smart Pension with complete and accurate information. Notwithstanding the foregoing, Smart Pension:

1. does not warrant that the supply of Services will be uninterrupted or error-free;
 2. does not warrant that the Services will meet your requirements; and
 3. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
7. Content and guidance on the Site is provided for your general information only and to inform you about Smart Pension's Services. It does not constitute technical, financial or legal advice, or any other type of advice, and should not be relied on for any purpose.
8. Smart Pension warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms. You acknowledge and agree that Smart Pension is not a regulated body and do not administer the Scheme themselves. If you have any questions or queries regarding how the Scheme is administered and regulated, please refer to the Scheme Rules.

8. YOUR OBLIGATIONS

1. In consideration for receiving the Services, you shall:
 1. provide Smart Pension with such information as may reasonably be required to provide the Services and ensure that all such information and data provided to Smart Pension and/or uploaded or submitted to the Site is complete, true and accurate;
 2. co-operate with Smart Pension in all matters relating to the Services;
 3. comply with all licence terms and conditions applicable to any third-party software as required in connection with the Services;
 4. comply with all applicable laws, regulations, regulatory policies, guidelines, or codes of practice in place from time to time in connection with the Services;
 5. use due care and skill when using the facilities of, submitting data to, and analysing data from the Platform;
 6. be solely responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Services.

2. You agree to comply with any requests (which we may supplement from time to time) to confirm your identity, including verification of name, age, and address. If you do not, we reserve the right to suspend or restrict your access to the Site. We may make, directly or through a third-party, any inquiries we consider reasonably necessary to validate the information that you provide to us (including without limitation checking commercial databases and credit reports).

9. MEMBER DATA

1. During the course of our activities, we will process Personal Data and we recognise the need to treat it in an appropriate and lawful manner. You acknowledge that Smart Pension will be required to share Personal Data with the Scheme Trustees and the Scheme Administrators but in doing so, Smart Pension will ensure that Personal Data will be shared securely and in compliance with its privacy policy.
2. Smart Pension shall:
 1. process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and shall not process the Personal Data for any other purpose other than to notify you of other opportunities or Services that may be available to you by Smart Pension from time to time or as otherwise specified in its privacy policy. We will not transfer or sell your Personal Data to any third-party for this purpose. If you do not want us to contact you in this manner, please let us know.
 2. where possible, promptly comply with any request from a Member requiring Smart Pension to amend, transfer or delete the Personal Data;
 3. only collect any Personal Data in a form which complies with the Data Protection Legislation;
 4. provide, upon a Member's request, a copy of all Personal Data held by it in the format and on the media reasonably specified; and
 5. ensure that appropriate safeguards are in place regarding any transfer of Personal Data outside the European Economic Area.
3. Smart Pension shall ensure:
 1. that it takes reasonable steps to ensure the reliability of any of Smart Pension employees who have access to the Personal Data;
 2. that access to the Personal Data is limited to those employees who need access to the Personal Data to meet Smart Pension obligations under these Terms;

3. that all of its employees involved with the Services are informed of the confidential nature of the Personal Data.
4. Smart Pension warrants that:
 1. it will process the Personal Data in compliance with all Data Protection Legislation; and
 2. it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data.
5. Each Adviser and/or Participating Employer shall ensure that it is entitled to transfer the relevant Personal Data to Smart Pension so that Smart Pension may lawfully use, process and transfer the personal data in accordance with these Terms. Smart Pension shall be entitled to relief from liability in circumstances where a Member makes a claim or complaint with regards to Smart Pension's processing of Personal Data to the extent that such actions arise as a result of an instruction or direction from an Adviser or a Participating Employer.

10. ALEXA SKILL AND GOOGLE HOME

By electing to use our Alexa Skill, you are agreeing to the following;

1. Any communication between us and you via Alexa will be treated as a communication authorised by you;
2. Your use of our Alexa Skill is subject to the agreements you have in place with Amazon, including in relation to the use of Amazon's software and the security settings applicable to your compatible device.
3. You are responsible for how you use our Alexa Skill on your compatible device and assume all risks for your use of our Alexa Skill. We do not accept liability for any loss, costs, claims, expenses or liability you may incur as a result of your misuse of the Alexa Skill, including any breach of Amazon's own terms and conditions.

By electing to use our Google Home Action you are agreeing to the following:

1. Any communication between us and you via Google Home will be treated as a communication authorised by you;
2. Your use of our Google Home Action is subject to the agreements you have in place with Google, including in relation to the use of Google's software and the security settings applicable to your compatible device.
3. You are responsible for how you use our Google Home Action on your compatible device and assume all risks for your use of our Google Home Action. We do not accept liability for any loss, costs, claims, expenses or

liability you may incur as a result of your misuse of the Google Home Action, including any breach of Google's own terms and conditions.

11. CHARGES AND PAYMENT

1. No charges are payable by an Adviser or the Participating Employer to Smart Pension in respect of the Services provided under these Terms. The only charge payable in respect of these Terms is the Annual Member Charge detailed in clause 4.8.
2. In the event Smart Pension decides to charge an Adviser or Participating Employer for the Services, it will notify the Adviser and/or Participating Employer at least one month in advance of such changes coming in to effect.

12. PROPRIETARY RIGHTS

1. Smart Pension owns all intellectual property rights in the Site, the Services (including the Platform) and the Documentation. Except as expressly stated herein, these Terms do not grant any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

13. CONFIDENTIALITY

1. A party's Confidential Information shall not be deemed to include information that:
 1. is or becomes publicly known other than through any act or omission of the receiving party;
 2. was in the other party's lawful possession before the disclosure;
 3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 4. is independently developed by the receiving party, which independent development can be shown by written evidence.
2. Subject to clause 13.3, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as required for the supply of the Services.

3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

14. LIMITATION OF LIABILITY

1. Disclaimer: the Site and Services are provided on an 'as is' basis. To the fullest extent permitted by applicable law, we hereby disclaim, and make no representations or warranties of any kind, express or implied, regarding the Site or the Services, including without limitation:
 1. any implied representations, conditions, or warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement (whether by statute or common law);
 2. that the Site or the Services or the Scheme will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, operate without error, or will contain any particular features or functionality; or
 3. any implied warranty arising from the course of dealing or usage.
2. Except as expressly and specifically provided in these Terms:
 1. You assume sole responsibility for results obtained from the use of the Services and the Documentation, and for conclusions drawn from such use;
 2. Smart Pension shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Smart Pension by a Member, an Adviser, Participating Employer or its Primary Contact, or any actions taken by Smart Pension at such parties' direction.
3. Nothing in these Terms excludes the liability of Smart Pension:
 1. for death or personal injury caused by Smart Pension's negligence; or
 2. for fraud or fraudulent misrepresentation.
4. Subject to clause 13.1, 3.2 and clause 13.3, and to the fullest extent permitted by law:
 1. Smart Pension shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and
 2. Smart Pension's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to:
 1. where you are a Participating Employer or an Adviser, £100;

2. where you are a Member, a sum equal to the aggregate Annual Member Charges payable in the 6 months preceding the claim; or £100 (whichever is the greater).
3. Nothing in these Terms shall be taken as in any way reducing or affecting a general duty to mitigate a loss suffered by a party.

15. TERMINATION

1. If you are a Participating Employer or a Member, your participation in a Scheme may be terminated at any time in accordance with the Scheme Rules.
2. Smart Pension may suspend or terminate the Services immediately on written notice where required or obliged to do so by law, or where we reasonably believe your account has been accessed improperly or fraudulently.
3. In addition, we may terminate your access to our Services if you are in material or persistent breach of any of your obligations under these Terms and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach.
4. On termination of these Terms for any reason:
 1. subject to clause 4.7 (which shall continue as long as the Site is available generally), all licences granted under these Terms shall immediately terminate;
 2. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.

16. CHANGES TO THESE TERMS

1. Smart Pension may need to amend these Terms from time to time. Where you have registered with Smart Pension, Smart Pension will notify you of the changes made to these Terms by, where possible, providing at least one month's notice of such amendments. You acknowledge that this notice period may not always be possible where such amendments are required as a matter of law or regulation.

17. GENERAL TERMS

1. **WAIVER:** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or

remedy shall prevent or restrict the further exercise of that or any other right or remedy.

2. **SEVERANCE:** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
3. **NO PARTNERSHIP OR AGENCY:** Nothing in these Terms is intended to, or shall operate to, create a partnership or agency between the parties to these Terms or to authorise either party to act as adviser or representative of the other. No party shall have the authority to act in the name or on behalf of or otherwise to bind another party to these Terms in any way.
4. **FORCE MAJEURE:** Smart Pension shall have no liability for any breach of these Terms caused by an event or circumstance beyond its reasonable control.
5. **ENTIRE AGREEMENT:** These Terms, together with the Scheme Rules constitutes the entire agreement between the parties in connection with the Scheme, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in accepting these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Scheme Rules.
6. **THIRD PARTY RIGHTS:** These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES

1. Where you are required to notify Smart Pension in accordance with any of these Terms, such notice must be delivered by hand or sent by pre-paid first-class post or recorded delivery to the address set out at the beginning of these Terms, or such other address as may have been notified by Smart Pension for such purposes. Where you have registered with Smart Pension, Smart Pension will send any notices required under these Terms, by pre-paid first-class post or recorded delivery to the address you specified when registering your account.
2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class

post or recorded delivery post shall be deemed to have been received 2 business days after posting.

19. GOVERNING LAW AND JURISDICTION

1. These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

20. INTERPRETATION

1. In these Terms:
 1. a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;
 2. a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders;
 4. reference to a statute or statutory provision is a reference to it as it is amended, extended or re-enacted from time to time, and shall include all subordinate legislation made under that statute or statutory provision;
 5. any words following the terms including, include, in particular, for example or a similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 6. an obligation on a party not to do something includes an obligation not to allow that thing to be done.

21. DEFINITIONS

1. The following definitions apply in these Terms:

Adviser A person authorised and instructed to act on behalf of a Member or a Participating Employer to manage the Participating Employer's Scheme, and who has registered as such with Smart Pension on the Platform;

Adviser Dashboard The facility made available on the Site through which Advisers can set up and manage their client portfolios;

Confidential Information Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12;

Controller, Processor, Data Subject and Personal Data Shall each have the meaning given in the GDPR;

Data Protection Legislation The EU General Data Protection Regulation 2016/679 (GDPR) (together with any UK legislation giving effect to its terms), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case as may be amended, superseded, updated or replaced from time to time and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner;

Documentation The document made available by Smart Pension online via www.AutoEnrolment.co.uk which sets out a description of the Services and the user instructions for the Services;

Enrolled A Member shall be considered Enrolled into a Scheme when automatically enrolled by a Participating Employer and where such Member has not opted out of the Scheme;

Fund Means each of: Default Fund 1 Traditional; Default Fund 2 Balanced; Default Fund 3 Conservative; Default Fund 4 Defensive; and HSBC Sharia Fund 5, and any other Fund that may be offered via the Smart Pension Platform from time to time, each as more particularly described on the Site;

Implementation Date	The date when the Participating Employer complies with the auto enrolment legislation by affecting membership into a qualifying pension scheme, being the relevant staging date, or, where the staging date has been postponed, the permitted postponement date;
Joining Date	The date at which a Member's first contribution deduction is confirmed by the Participating Employer;
Member	A person resident and working in the UK whom is employed by a Participating Employer and who meets the applicable workplace pension requirements as determined in the Pensions Act 2008;
Member Data	The data inputted by the Member, or by an Adviser or a Participating Employer on the Member's behalf, for the purpose of using the Services or facilitating the Member's use of the Services;
Members' Portal	That portion of the Site accessible by Members and pursuant to which a Member can read about and manage their workplace pension;
Participating Employer	The business entity whose Participation Agreement has been submitted and accepted by the Scheme Trustees in accordance with these Terms;
Participation Agreement	The Participating Employer's application to the Scheme Trustees to participate in the Scheme;
Platform	The software tools available on the Site including the automatic enrolment assessment tool, letter generator and other communication tools;
Primary Contact	The person appointed by the Participating Employer to communicate and represent the Participating Employer with all matters connected or relating to the Scheme;

Scheme	A defined contribution workplace pension scheme: called Smart Pension Master Trust; created under deed pursuant to the Pensions Act 2008; regulated by the pensions regulator under scheme registration number 12011089; administered by the Scheme Trustees in accordance with the Scheme Rules; and provided by Smart Pension via the Platform;
Scheme Administrators	Means the party appointed to administer and manage the Scheme as more particularly detailed on our Site;
Scheme Rules	The rules of the Scheme as updated and amended from time to time in accordance with its terms;
Scheme Trustees	The persons appointed as such under the Scheme Rules of the Scheme to oversee the Scheme;
Services	The services provided by Smart Pension via the Platform;
Software	The online software applications provided by Smart Pension as part of the Services;
You, Your	The person to whom these Terms apply including, guests to the Site, Advisers, Participating Employees and Members.