



Employer Terms and Conditions

NEST's Employer Terms and Conditions with
key points to help you understand them

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Key points

Look out for these boxes

- To help you understand these documents, we've provided some key points. You will see them alongside the actual text of the Employer Admission Agreement and the Trustee Determination.
- We've taken care to make sure the key points are accurate, but they don't cover everything that is in the Employer Admission Agreement and the Trustee Determination. If there is any difference between the key points and the Employer Admission Agreement and the Trustee Determination, the last two documents will override.

This brochure contains the following documents with key points highlighted:

➤ **NEST's Employer Admission Agreement**

which the employer will be asked to sign to confirm its agreement to NEST's Employer Terms and Conditions; and

➤ **NEST's Trustee Determination**

which sets out the specific requirements which help us to run the scheme efficiently.

NEST can help employers meet their new employer duties which will start to be introduced in 2012. Employers can also use NEST early to get their organisation ready to comply with those duties.

To start using NEST, we ask an employer to agree to NEST's Employer Terms and Conditions which are set out in NEST's rules.¹

A summary of NEST's rules, together with NEST's order² is available at

www.nestpensions.org.uk

These are the legal documents that establish NEST and set out how it is designed and operates.

An employer confirms its agreement to these terms and conditions by signing NEST's Employer Admission Agreement. NEST's Employer Terms and Conditions include NEST's Trustee Determination.

The version of the Employer Admission Agreement that you need to agree to is available when you sign up online.



Find out more online at
www.nestpensions.org.uk

¹ Rules of National Employment Savings Trust 2010.

² The National Employment Savings Trust Order 2010.



Key points

By agreeing to NEST's Employer Admission Agreement you as the 'named employer' confirm that:

- you want to use NEST
- you agree to abide by and accept our Employer Terms and Conditions which are set out in NEST's rules
- you understand that the Employer Terms and Conditions consist of NEST's rules and NEST's Trustee Determination
- you understand that the trustee's obligations to you are set out in the order and rules
- you understand that the 'requirements' in paragraph 2 of the Employer Admission Agreement are the requirements that are set out in the Trustee Determination.

Words and expressions which have a technical meaning are defined in the glossary on page 6.

NEST's Employer Admission Agreement

Your details will be inserted here.

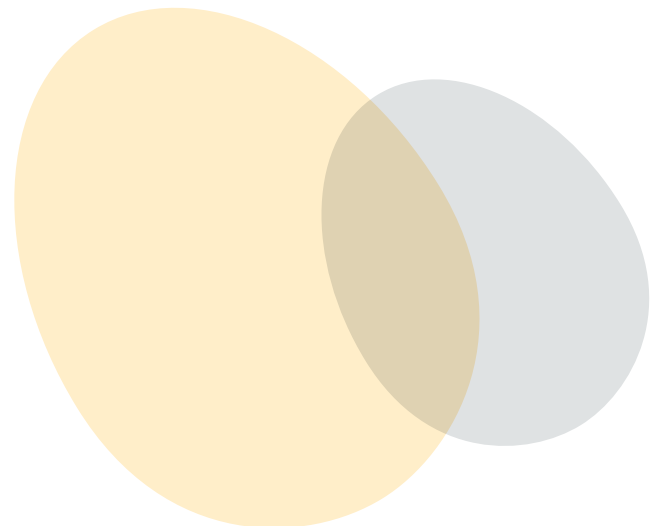
NEST's Employer Admission Agreement

Introduction

The above-named Employer wishes to become a Participating Employer in NEST and therefore wishes to agree to the terms and conditions for admittance of Employers to participation in NEST set out in Rule 6.2 of NEST's Rules.

Where words and expressions used in this Employer Admission Agreement have a technical meaning set out in NEST's Rules, the definition in NEST's glossary below.

The Employer notes that the Trustee's obligations to the Employer are contained in the Order and Rules and that the requirements referred to in paragraph 2 below as at the date of this Employer Admission Agreement are set out in the Trustee's Determination dated 8 March 2011.





Key points

This is a contract between you and NEST.

You can use NEST if you accept certain responsibilities and obligations.

- You must agree to comply with your responsibilities as set out in the order and rules.
- You must agree to comply with the requirements determined by the trustee to:
 - give us information about you and your workers
 - for those workers who are eligible for tax relief, provide the information we need to claim money back from the government on their contributions
 - help us communicate with you electronically and process data electronically in line with data protection rules
 - make payments using one of the methods we offer
 - accept the terms of use for our website
 - meet any requirements that help us to run NEST more efficiently
 - be represented by NEST's Employer Panel
 - make scheduled payments to NEST
 - pay any fees as set out in the schedule of employer charges.

Agreeing to NEST's Employer Terms and Conditions

Agreement to NEST's Employer Terms and Conditions

In consideration of the Trustee admitting the Employer to participation in NEST under article 18 of the Order, the Employer agrees to the following terms and conditions as set out in Rule 6.2 of NEST's Rules.

- 1** The Employer shall at all times comply with the obligations of a Participating Employer set out in the Order and the Rules (as amended from time to time).
- 2** The Employer shall at all times comply with the following requirements in relation to the efficient administration of the Scheme:
 - (a) such requirements about the provision of information in relation to the Employer and any Person employed by the Employer as the Trustee may determine to be necessary or desirable in order to admit that Person to Membership and enable the Trustee to administer the Member's Pension Account;
 - (b) such requirements as the Trustee may determine to be necessary or desirable in order to obtain tax relief on Members' contributions;
 - (c) such requirements as the Trustee may determine to be necessary or desirable in order to facilitate the use of electronic communications and the electronic processing of data consistently with the requirements of the Data Protection Act 1998;

(d) such requirements as the Trustee may determine to be necessary or desirable to facilitate payments by the Employer to the Scheme and (if applicable) payments from the Scheme to the Employer;

(e) such requirements about website usage as the Trustee may determine to be appropriate; and

(f) such other or additional requirements as the Trustee may determine to be necessary or desirable in order to facilitate the efficient administration of the Scheme and limit the costs of the administration and management of the Scheme.

- 3** The Employer nominates the Employer's Panel to represent the Employer in the exercise of the functions conferred on the Employer's Panel by article 8 of the Order.
- 4** The Employer will make such payments to the Trustee as may be required under the Scheme's payment schedule applicable to the Employer and such charges (if any) as may be payable by Employer under the schedule of employer charges which the Trustee determines to be payable in order to recover from Employers the costs of the administration and management of the Scheme which the Trustee determines to be attributable to the acts or omissions of Employers.



Key points

Some of the words and phrases that are used in the Employer Admission Agreement have specific technical or legal meanings.

To avoid the meanings being repeated every time we use them, they are defined and grouped together at the beginning of the Employer Admission Agreement.

We have provided key points to help explain some of the words and phrases used in the glossary that we think will help you understand the Admission Agreement.

› Employer Panel

A panel of individuals, including employers who use NEST, who consult with NEST Corporation on issues such as how NEST is run and represent employers who use NEST.

Glossary

Glossary

The following are the words and expressions used in this Employer Admission Agreement that have the following technical meaning set out in the NEST Rules:

"Employer" means:

- (a) in relation to Great Britain, an Employer for the purposes of section 88(7) of the Pensions Act 2008; or
- (b) in relation to Northern Ireland, an Employer for the purpose of section 70(7) of the Pensions (No. 2) Act (Northern Ireland) 2008,

who applies to be admitted to participation in the Scheme;

"Employer's Panel" means the panel referred to in article 6(2)(b) of the Order;

"Member" means a person who has been admitted as a member of the Scheme under article 19 of the Order and whose Pension Account has not yet been fully discharged through the provision of one or more benefits under article 32 of the Order;

"Membership" means being a Member;

"Order" means the National Employment Savings Trust Order 2010 (S.I. 2010/917) which established the Scheme;

"Participating Employer" means an Employer that has been admitted to participation in the Scheme under article 18 of the Order;



Key points

› Trustee

The trustee of NEST is NEST Corporation. NEST Corporation is responsible for the scheme's operation, governance and administration.

"Pension Account" means an account maintained by the Trustee for a Member comprising:

- (a) the Member's contributions;
- (b) contributions made by any Participating Employer;
- (c) any sums transferred into the Scheme in respect of the Member;
- (d) investment returns; and
- (e) any other amounts paid to the Trustee to be applied to the Member's Pension Account;

less any expenses and outgoings properly deducted by the Trustee;

"Rules" means Rules made under section 67 of the Pensions Act 2008.

"Scheme" means the National Employment Savings Trust established by the Order;

"Trustee" means the Person appointed as trustee of the Scheme.





Key points

NEST's rules contain specific requirements for employers using the scheme. The trustee can extend these requirements to help with the efficient running of NEST.

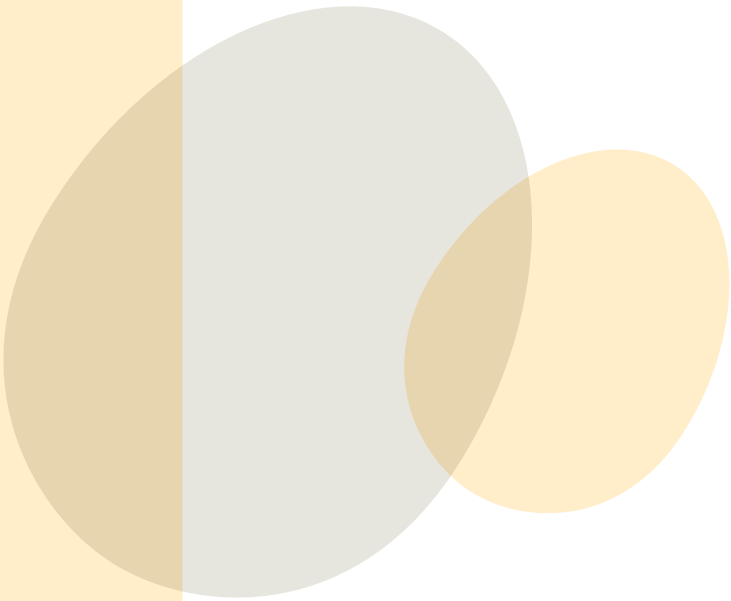
NEST's Trustee Determination sets out the specific requirements the trustee has decided, that will apply to you to help us run NEST efficiently.

NEST's Trustee Determination

National Employment Savings Trust.

Determination by the Trustee Pursuant to Rule 6.2.2.

Background

- A.** Rule 6.2 sets out the terms and conditions Employers must agree to in order to be admitted as Participating Employers. Rule 6.2.2 confers on the Trustee the power to determine requirements in relation to the efficient administration of the Scheme.
 - B.** The Trustee wishes to exercise the power of determination conferred on it by Rule 6.2.2.
- 

Key points

Certain words used in NEST's Trustee Determination have precise legal and technical meanings which are set out in the interpretation section.

Where necessary we have provided key points explaining some of the words and phrases to help you understand the Determination.

➤ **Automatic enrolment regulations**

Starting from October 2012, employers are required to put workers who meet certain criteria into a qualifying workplace pension scheme without the workers needing to make an active decision. These regulations provide the detail about how this will work. This requirement will impact the largest organisations first. It will affect medium and smaller organisations over the following years until 2018*.

*The Government proposed this new date on 25 January 2012. The detail of these changes will be consulted on in due course.

Interpretation

Determination

Interpretation

In this Determination:

"2008 Act" means the Pensions Act 2008;

"2008 NI Act" means the Pensions (No. 2) Act (Northern Ireland) 2008;

"Applicable pay reference period" has the same meaning as in regulation 1(2) of the Automatic Enrolment Regulations;

"Automatic Enrolment Regulations" means:

- (a) in relation to Great Britain, the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010 (S.I. No. 772);
- (b) in relation to Northern Ireland, the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations (Northern Ireland) 2010 (SR No. 122);

"Contribution arrangements"

means, in relation to a Member,

- (a) arrangements by the Trustee in respect of that Member under article 19(6) of the Order; or
- (b) any other arrangements by the Trustee in respect of that Member whereby contributions may be made by, or on behalf or in respect of, that Member in relation to an employment (not being admittance to Membership under article 19(1) to (3) of the Order or arrangements under article 19(6) of the Order);

"Employer" means any employer applying to be admitted as a Participating Employer;

"Employer Mailbox" means in relation to an Employer, the secure mailbox hosted on the Scheme's website for the Employer;



Key points

› Implementation regulations

Laws that set out the details of when the process known as staging will take place. The new employer duties will apply in stages rather than from a single launch date. The largest organisations will be affected from 2012, with medium and smaller organisations being affected later.

› Jobholder

A worker in the UK who works, or ordinarily works in the UK, who is aged at least 16 and under State Pension age and who is entitled to qualifying earnings. These are earnings between £5,035 and £33,540 in 2008 terms.³ Starting from 2012, a jobholder aged at least 22 and under State Pension age qualifies for automatic enrolment into NEST or other qualifying pension schemes. Jobholders outside that age band can ask to be enrolled, and employers must make contributions in relation to those workers.

"Enrolment Information" means the information listed in regulation 2 of the Automatic Enrolment Regulations;

"Implementation Regulations" means:

- (a) in relation to Great Britain, the Employers' Duties (Implementation) Regulations 2010 (SI No. 4);
- (b) in relation to Northern Ireland, the Employers' Duties (Implementation) Regulations (Northern Ireland) 2010 (SR No. 123);

"Jobholder" has the meaning given by -

- (a) in relation to Great Britain, section 1(1) of the 2008 Act; or
- (b) in relation to Northern Ireland, section 1(1) of the 2008 NI Act;

"Jobholder Information" means in relation to any Jobholder the information listed in regulation 3 of the Automatic Enrolment Regulations:

"Log-In Credentials" means the user name, password and any other information which enables the Employer's primary contact and secondary contact or contacts (referred to in 3.1.3 and 3.1.4) to access the Employer Mailbox or the Online Services;

"Member" means a Person who has been admitted as a member of the Scheme under article 19 of the Order and whose Pension Account has not yet been fully discharged through the provision of one or more benefits under article 32 of the Order;

³ These figures were set out in the Pensions Act 2008 and must be reviewed annually by the Secretary of State.

 **Key points**

➤ **Staging date**

The date when legal duties that start to be introduced from 2012 first require an employer to enrol eligible workers into a qualifying pension scheme. Employers will have different staging dates depending on their size.

➤ **Worker**

A person who works under a contract of employment or any other contract which requires them to work or perform services personally for another person or organisation. This is often used in reference to workers whose employers are using NEST.

➤ **Worker without qualifying earnings (WWQE)**

A worker earning less than £5,035 a year in 2008 terms.

➤ **WWQE information**

The information given to a WWQE when they are enrolled into NEST.

"Membership" means being a Member;

"Online Services" means that part of NEST's website which the Employer's primary contact and secondary contact or contacts (referred to in 3.1.3 and 3.1.4) must use to provide data to the Trustee in accordance with paragraph 5.1.1 below;

"Order" means The National Employment Savings Trust Order 2010 (S.I. 2010/917) which established the Scheme;

"Participating Employer" means an Employer that has been admitted to participation in the Scheme under article 18 of the Order;

"Pension Account" means an account maintained by the Trustee for a Member comprising:

- (a) the Member's contributions;
- (b) contributions made by any Participating Employer;
- (c) any sums transferred into the Scheme in respect of the Member;
- (d) investment returns; and
- (e) any other amounts paid to the Trustee to be applied to the Member's Pension Account, less any expenses and outgoings properly deducted by the Trustee;

"Person" includes a body of persons corporate or unincorporate;

"Scheme" means the National Employment Savings Trust established by the Order;

"Secure File Transfer Protocol" means the method of transferring files to the Trustee by electronic means that the Trustee puts in place from time to time to help ensure its safe transmission;

"Staging Date" has the same meaning as in regulation 1(2) of the Implementation Regulations;

"Trustee" means the Person appointed as trustee of the Scheme;

"WWQE" means:

- (a) in relation to Great Britain, a Worker to whom section 9 of the 2008 Act applies; and
- (b) in relation to Northern Ireland, a Worker to whom section 9 of the 2008 NI Act applies;

"WWQE Information" means the information referred to in regulation 23(1)(b) of the Automatic Enrolment Regulations;

"Worker":

- (a) in relation to Great Britain, has the same meaning as in section 88(3) of the 2008 Act; and
- (b) in relation to Northern Ireland, has the same meaning as in section 70(3) of the 2008 NI Act;

**Key points**

This explains that we reference certain parts of the Pensions Act 2008 and related regulations before they come into force.

If you use NEST before your employer duty date, NEST will generally operate as if the legislation already applies.

Information about the terms we use

- 2.** A reference to any provision of the 2008 Act, the 2008 NI Act or the Finance Act 2004 or any regulations or rules made under any of them shall:
 - 2.1** in respect of any Employer and any period before the Employer's Staging Date, in relation to the Employer be construed as if it applied to the Employer except where noted otherwise; and
 - 2.2** include (where appropriate) any legislation for the time being in force which replaces, amends or supplements them.


Key points

This part of NEST's Trustee Determination sets out the information the trustee requires you to provide, starting with information about the employer. This includes information such as the full legal name of your organisation and your organisation's official address.

We also need you to send us information about contributions and the way you and your workers will pay into NEST. If you have workers across different sites, for example, you can choose a different way of paying for each group.

Admission of Members and administration of Members' Pension Accounts

3. In accordance with Rule 6.2.2(a) the Trustee determines the following requirements about the provision of information in relation to the Employer and any person employed by the Employer in order to admit that person to Membership and enable the Trustee to administer the Member's Pension Account:

Information about the employer

3.1 In order to become a Participating Employer, the Employer shall provide the Trustee with the following information about the Employer:

3.1.1 The Employer's name.

3.1.2 The Employer's registered office or other official address and postal address if different.

3.1.3 The name, position, email address and telephone number of the individual with authority to act on behalf of the Employer in relation to NEST as the Employer's primary contact.

3.1.4 The name, position, email address and telephone number of each individual with authority to act on behalf of the Employer in relation to NEST as the Employer's secondary contact or contacts.

3.1.5 The following details about the bank account located in the United Kingdom and controlled by the Employer to which any payments to be made from the Scheme to the Employer are to be made, namely sort code, account number and account name.

3.1.6 Whichever of the payment methods acceptable to the Trustee (as provided in paragraph 6.1 below) that the Employer will use to make payments to the Scheme.





Key points

To use NEST you will have to provide information about the contributions you will make to your workers' retirement pots.

This information includes:

- any categories of members (if applicable)
- how often each member is paid in any earnings period, for example, weekly or monthly
- the way your employer contribution and your workers' contribution are calculated
- the latest date you will pay contributions to NEST.

NEST's Trustee Determination

03: Information we need to get you started with NEST

Information on contributions

Information about the basis for calculating the employer's contributions

3.2 In order to be admitted as a Participating Employer, the Employer shall provide the following information about the contributions the Employer will pay to the Scheme on behalf and in respect of the Members employed by the Employer:

3.2.1 A description of each category of such Members if more than one.

3.2.2 The following information in relation to such Members (provided category by category if more than one category applies):

3.2.2.1 The Applicable Pay Reference Period in respect of the Members.

3.2.2.2 How any contribution payable by the Employer in respect of the Members in any Applicable Pay Reference Period will be calculated.

3.2.2.3 How any contribution payable by the Members in any Applicable Pay Reference Period will be calculated.

3.2.2.4 If contributions under 3.2.2.2 or 3.2.2.3 are to be calculated by applying a percentage rate to a measure of earnings or pay, the percentage rate and the measure of earnings or pay.

3.2.2.5 If contributions under 3.2.2.2 or 3.2.2.3 are to be calculated otherwise than by applying a percentage rate to a measure of earnings or pay, the method by which contributions are to be calculated.

3.2.2.6 The date by which the Employer will pay to the Scheme the contributions payable in respect of each Applicable Pay Reference Period.



Key points

You need to let us know certain information about each of your workers that you wish to enrol into NEST. You will also need to give your workers particular information about NEST and their membership in NEST.

The specific type of information we require will depend on the age and earnings of each worker.

When you enrol a worker into NEST you must tell us that they are not subject to the social or labour laws of a European Economic Area (EEA) country other than the UK.

Giving us information about your workers

Information about workers

3.3 The Employer shall provide the following information about each Worker employed by the Employer who the Employer wishes the Trustee to admit to Membership or in relation to whom the Employer wishes the Trustee to make Contribution Arrangements:

3.3.1 If the Worker is a Jobholder, all the Jobholder Information in relation to the Jobholder except that referred to in regulation 3(1)(e) of the Automatic Enrolment Regulations.

3.3.2 If the Worker is a Jobholder, confirmation that all the Enrolment Information in relation to the Jobholder except that referred to in regulation 2(1)(b) and 2(1)(g) to (p) of the Automatic Enrolment Regulations has been given to the Jobholder.

3.3.3 If the Worker is not a Jobholder, all the WWQE Information in relation to the Worker.

3.3.4 Confirmation that the Worker is not a qualifying person within the meaning of the Occupational Pension Schemes (Cross-border Activities) Regulations 2005 (SI 2005 No. 3381) or the Occupational Pension Schemes (Cross-border Activities) Regulations (Northern Ireland) 2005 (SR 2005 No. 581).



Key points

If any of the information you have given us changes, you must let us know promptly as soon as you become aware of the change.

This includes:

- The information listed under *Information we need to get you started with NEST* (see page 13)
- Information on contributions – if possible let us know in advance of the change taking effect
- Your confirmation that a worker is not subject to the social or labour laws of an EEA country other than the UK.

We can then update or correct our records.

Where appropriate, you should ask your workers to let us know when their details change.

If a worker stops being employed by you or stops making contributions, you should let us know as soon as possible.

NEST's Trustee Determination

03: Information we need to get you started with NEST

Changing the information you have given us

Changes in information

3.4 The Employer shall:

3.4.1 notify the Trustee of any change in the information provided under paragraph 3.1 above promptly after the Employer becomes aware that the change has occurred;

3.4.2 notify the Trustee of any change in the information provided under paragraph 3.2 promptly after the Employer becomes aware that the change has occurred and, if possible, in advance of the change taking effect;

3.4.3 notify the Trustee promptly if any Member of the Scheme who:

3.4.3.1 is currently in its employment; and

3.4.3.2 who the Employer has arranged for the Trustee to admit to Membership or in respect of whom the Employer has arranged for the Trustee to make Contribution Arrangements, ceases to be employed by it or exercises the option under Rule 12.2 to cease paying contributions to the Scheme;

3.4.4 notify the Trustee promptly if any Member of the Scheme who:

3.4.4.1 is currently in its employment; and

3.4.4.2 who the Employer has arranged for the Trustee to admit to Membership or in respect of whom the Employer has arranged for the Trustee to make Contribution Arrangements,

becomes a qualifying person within the meaning of the Occupational Pension Schemes (Cross-border Activities) Regulations 2005 (SI 2005 No. 3381) or the Occupational Pension Schemes (Cross-border Activities) Regulations (Northern Ireland) 2005 (SR 2005 No. 581); and

3.4.5 in relation to Members of the Scheme who:

3.4.5.1 are currently in its employment; and

3.4.5.2 who the Employer has arranged for the Trustee to admit to Membership or in respect of whom the Employer has arranged for the Trustee to make Contribution Arrangements, notify the relevant Member promptly if the Employer becomes aware that any information provided under paragraphs 3.3.1 or 3.3.3 or 3.3.4 above in relation to that Member has changed or is inaccurate or incomplete and ask that Member where appropriate to promptly notify the Trustee of the new, correct or complete information.



Key points

- The Pensions Regulator will write to you to let you know your staging date. Once you have received this letter, you need to promptly let us know this date.
- You should also let us know promptly if any insolvency proceedings start against your organisation. You will need to provide us with any information we ask for that relates to these proceedings.

Letting us know things that affect you

Notification of events affecting the employer

3.5 In addition, the Employer shall promptly notify the Trustee of the following:

3.5.1 The Employer's Staging Date, once known; and

3.5.2 the occurrence of the commencement of insolvency proceedings against the Employer in any part of the United Kingdom or in any other jurisdiction.

In relation to such an event, the Employer shall provide the Trustee with such additional information as the Trustee may reasonably request.





Key points

You must ensure that you send us accurate and complete data and meet NEST's data acceptance processes. If you realise that any of the following information is inaccurate or incomplete, you must let us know as soon as possible and take all the steps we require to help us correct this.

This includes:

- The information listed under *Information we need to get you started with NEST* (see page 13)
- Information on contributions
- Your declarations about tax relief eligibility
- Your confirmation that workers are not subject to the social or labour laws of another EEA country.

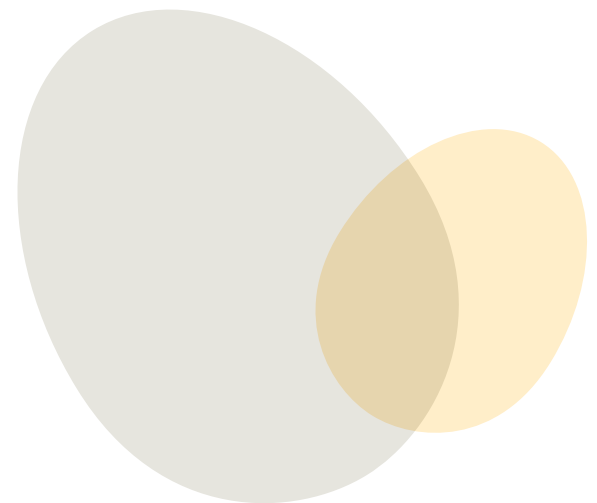
NEST's Trustee Determination

03: Information we need to get you started with NEST

Providing accurate and complete data

Accuracy and completeness of information

3.6 The employer shall to send the trustee accurate and complete data and to adhere to the trustee's data acceptance processes. If an employer discovers that data the employer has sent to the trustee under paragraphs 3.1, 3.2, 3.3.2 or 3.3.4 above was inaccurate or incomplete, the employer shall inform the trustee as soon as practicable and take all steps reasonably required by the trustee to assist the trustee in correcting the error.



**Key points**

- NEST will assume that any of your workers who are members of NEST are eligible for tax relief on their contributions unless you tell us otherwise.
- You agree to deduct tax from these member's contributions.
- If we need you to make a declaration or provide us with any more information to claim tax relief on these member's contributions, you agree to make that declaration or provide that information.
- If a member stops being eligible for tax relief while you employ them, you must let us know within 30 days of becoming aware of this.

Claiming tax relief on members' contributions

Tax relief on members' contributions

4. In accordance with Rule 6.2.2(b) the Trustee determines the following requirements in order to obtain tax relief on Members' contributions:

4.1 In the circumstances described in paragraph 4.1.1, the provisions of paragraph 4.1.2 shall apply, and otherwise paragraph 4.1.3 shall apply.

4.1.1 The circumstances described in this paragraph are that:

4.1.1.1 there is a Worker of the Employer whom the Employer wishes the Trustee to admit to Membership, or in relation to whom the Employer wishes the Trustee to make Contribution Arrangements; and

4.1.1.2 either (a) the Worker will not be a relevant UK individual within the meaning of section 189 of the Finance Act 2004 or, (b) despite being such a relevant UK individual, the Worker will not be a Worker for whom the Employer is able to make the declarations on behalf of the Worker provided for in regulations 5(2) and 6 of the Registered Pension Schemes (Relief at Source) Regulations 2005.

4.1.2 In the circumstances described in paragraph 4.1.1, the Employer shall notify the Trustee of whichever of the circumstances in paragraph 4.1.1.2 applies at the same time as providing Jobholder information or WWQE information about the Worker.

4.1.3 Unless the Trustee receives a notification under paragraph 4.1.2 in respect of a Worker, the Trustee shall be entitled to assume that the Worker is an individual entitled to be given relief in accordance with section 192 of the Finance Act 2004 and the Employer shall be deemed to have made such declarations.

NEST's Trustee Determination04 : Claiming tax relief on members' contributions

4.2 In respect of each Member employed by the Employer who is a relevant UK individual within the meaning of section 189 of the Finance Act 2004 and who makes any contribution to the Scheme that is paid to the Scheme on the Member's behalf by the Employer, the Employer shall make a tax deduction from the contribution in accordance with section 192(1) of the Finance Act 2004 and in order to enable the Trustee to recover the amount referred to in section 192(3) of that Act, the Employer shall provide the Trustee with such information and such declaration or declarations as the Trustee may reasonably require for that purpose.

4.3 If any Member employed by the Employer ceases to be a relevant UK individual within the meaning of section 189 of the Finance Act 2004, the Employer shall notify the Trustee of that cessation within 30 days after the Employer becomes aware that it has occurred.

Communicating with you and processing information



Key points

- NEST has a specific set of rules around how it uses electronic communications and the electronic processing of data. These comply with data protection rules.
- We will communicate with you through your own secure mailbox on our website.
- You should send us information about members and contributions electronically. You can do this either directly through our website or through a secure file transfer.
- If you need to contact us you should send us a message through your employer mailbox, or complete an online form on our website.
- As many of the communications we send you are time-sensitive, you must agree to read and, where required, reply to our messages as soon as possible.
- There may be special circumstances where you cannot communicate with us electronically. In these cases we will consider whether other ways of communicating are more appropriate.

Electronic communications and processing

5. In accordance with Rule 6.2.2(c) the Trustee determines the following requirements in order to facilitate the use of electronic communications and the electronic processing of data consistently with the requirements of the Data Protection Act 1998:

5.1 Subject to paragraph 5.2:

5.1.1 All data to be provided by the Employer to the Trustee shall be provided through the Scheme's website either directly or via Secure File Transfer Protocol in files of the type specified on the Scheme's website.

5.1.2 The Employer shall send communications to the Scheme via its Employer Mailbox or via the contact form available on the Scheme website,

5.1.3 The Employer shall accept communications from the Scheme via its Employer Mailbox. Whenever the Employer receives a communication notifying the Employer that a message has been sent to its Employer Mailbox the Employer shall promptly access its Employer Mailbox to read the message securely and reply to it promptly if a reply is required.

5.2 By way of exception to the requirements in paragraph 5.1 the Trustee may require or permit alternative processes where the Trustee considers that it is appropriate to do so having regard to such matters as the status of the Scheme's website, the volume of data being processed and the ability of the Employer to communicate with the Trustee electronically.



Find out more online at
www.nestpensions.org.uk

Key points

- We will accept payments from employers by:
 - Direct Debit mandate set up on your organisation's bank account
 - Direct Credit using electronic transfer
 - debit card.
- We will make payments to you by Direct Credit to your bank account.
- If you need to pay both your own contributions and those on behalf of a member in a particular earnings period, you will pay both contributions at the same time.
- We only accept payments in pounds sterling from UK bank accounts.

Making and receiving payments

Payments

- 6.** In accordance with Rule 6.2.2(d) the Trustee determines the following requirements in order to facilitate payments by the Employer to the Scheme and (if applicable) payments from the Scheme to the Employer:
- 6.1** Any payment by the Employer to the Scheme may only be made from a bank account located in the United Kingdom and in Pounds Sterling by
- (a) direct debit,
 - (b) direct credit or
 - (c) debit card to such account as the Trustee designates from time to time.
- 6.2** Any payment by the Scheme to the Employer shall be made in Pounds Sterling by direct credit to the United Kingdom bank account for the time being designated by the Employer under 3.1.5.
- 6.3** Where in relation to any period contributions are payable to the Scheme by the Employer in respect of a Member and on behalf of that Member, the Employer shall pay both contributions to the Scheme at the same time.

Key points

- You agree to our website terms of use.
- You also agree to make sure your main and additional contacts will keep their log-in details confidential and let us know if the details of your main or additional contacts change.
- You agree to let us know if you want to cancel the log-in details of any of your contacts and/or add new replacement or additional contacts.
- The website terms of use could change from time to time.

Using our website

Website usage

7. In accordance with Rule 6.2.2(e) the Trustee determines the following requirements about website usage:

7.1 The Employer agrees to be bound by the terms of use of NEST's website in place from time to time.

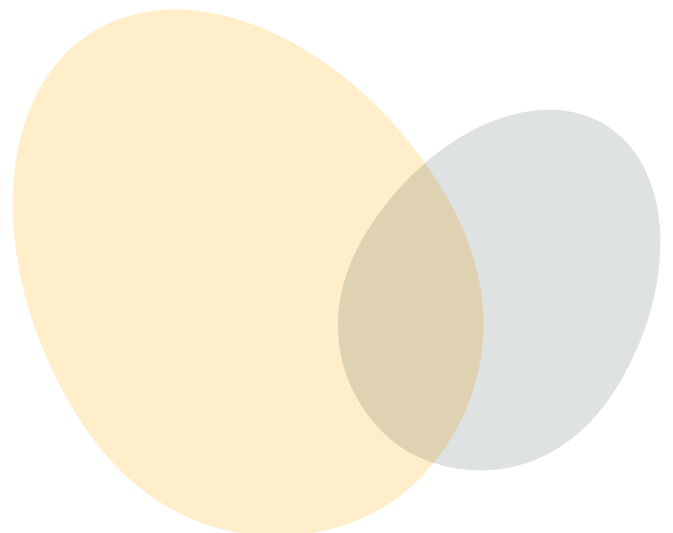
7.2 The Employer agrees to procure that the Employer's primary contact and secondary contact or contacts (referred to in 3.1.3 and 3.1.4 above) will keep their Log-In Credentials confidential and not disclose their Log-In Credentials to any other Person.

7.3 In relation to the Employer's primary contact or secondary contact or contacts, the Employer agrees to inform the Trustee promptly if:

7.3.1 any of the details referred to in paragraph 3.1.3 or 3.1.4 in relation to an existing contact change; or

7.3.2 the Employer wishes the Log-In Credentials of any contact to be revoked in order that the contact or contacts are no longer able to access the Employer Mailbox or the Online Services; or

7.3.3 the Employer wishes to nominate a new contact or contacts, whether as a replacement for an existing contact whose Log-In Credentials are to be revoked or as an additional secondary contact.



Other requirements to help us run NEST efficiently

Key points

- You agree to give the workers you have enrolled into NEST and continue to employ, information about the scheme if we ask you to.
- You agree that the scheme and any disputes relating to it are governed by the laws of England and Wales.

Other requirements

- 8.** In accordance with Rule 6.2.2(f) the Trustee determines the following requirements in order to facilitate the efficient administration of the Scheme and limit the costs of the administration and management of the Scheme:

Providing information to Members

- 8.1** The Employer shall, in relation to Members of the Scheme who:

8.1.1 are currently in its employment; and

8.1.2 who the Employer has arranged for the Trustee to admit to Membership or in respect of whom the Employer has arranged for the Trustee to make Contribution Arrangements, provide information in relation to the Scheme and their Membership as requested by the Trustee.

Law and Jurisdiction

- 8.2** The Employer agrees that the Scheme, and any disputes arising out of or in connection with the Scheme, is governed by the laws of England and Wales and the Employer submits to the exclusive jurisdiction of the courts of England and Wales.

 **Key points****Changing our Employer Terms and Conditions**

- We reserve the right to make changes to the requirements in NEST's Trustee Determination. Any changes would generally be for the following reasons:
 - change in the law
 - as a way of improving the efficiency of NEST's administration and management.
- We will give you 28 days' notice of any changes before they take effect, except where a situation requires us to act more quickly.

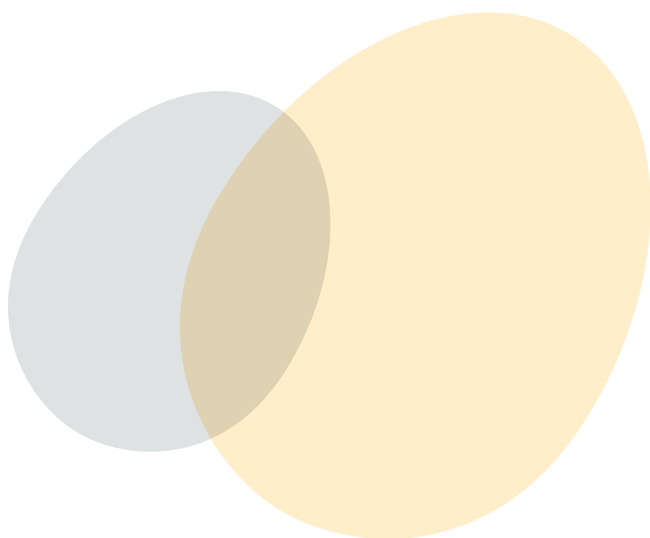
Changes to requirements

9. Any of the above requirements may at any time be amended, revoked or replaced by the Trustee. Unless the Trustee determines that the circumstances are exceptional, the Trustee shall give Participating Employers not less than 28 days' notice of any change to the above requirements.



Schedule of Employer Charges

- NEST's rules allow the trustee to have a schedule of employer charges to enable NEST recover administrative costs that can be attributed to employers.
- For example, we could incur a cost if an employer doesn't pay contributions in full, on time, or does not pay by Direct Debit.
- Currently the trustee has decided not to impose such employer charges but reserves the right to introduce such charges in the future.



Further information

Managing workers who want to stop contributing

Your workers can stop contributing to NEST. They can do so by telling you they want to stop.

You then remove their details from the next contribution schedule.

If a worker stops paying contributions, all previous contributions to their pot will stay invested with NEST. They will remain a member of NEST until they take their money out of the scheme.

How to stop using NEST

As an employer, you can stop using NEST at any time by letting us know and making sure you have paid any contributions due. If you want to start using NEST again in the future, you can do so at any time.

To formally stop using NEST you need to give us at least 28 days' notice.

If you do this you will be able to use NEST again but will need to start at the beginning of the set up process.

Anti-money laundering

While the trustee is not subject to the Money Laundering Regulations 2007 in the everyday running of NEST, we carry out checks on the contributions and identities of employers and their workers.

This in line with good corporate governance practice and helps us manage any risk of NEST being used for money laundering purposes.

How we deal with complaints

If you want to raise a concern about NEST, at the moment you should contact us on:

0300 303 1949

or email us at:

employer.enquiries@nestcorporation.org.uk

We will investigate your comments and try to resolve your concern.

If you feel your concern has not been dealt with to your satisfaction, you can follow our Employer Dispute Resolution Procedure which we will publish on:

www.nestpensions.org.uk

by the time NEST has launched.

If you are still not satisfied you may wish in certain circumstances to take your case to the Pensions Ombudsman:

The Pensions Ombudsman

**11 Belgrave Road
London SW1V 1RB**

020 7630 2200

www.pensions-ombudsman.org.uk



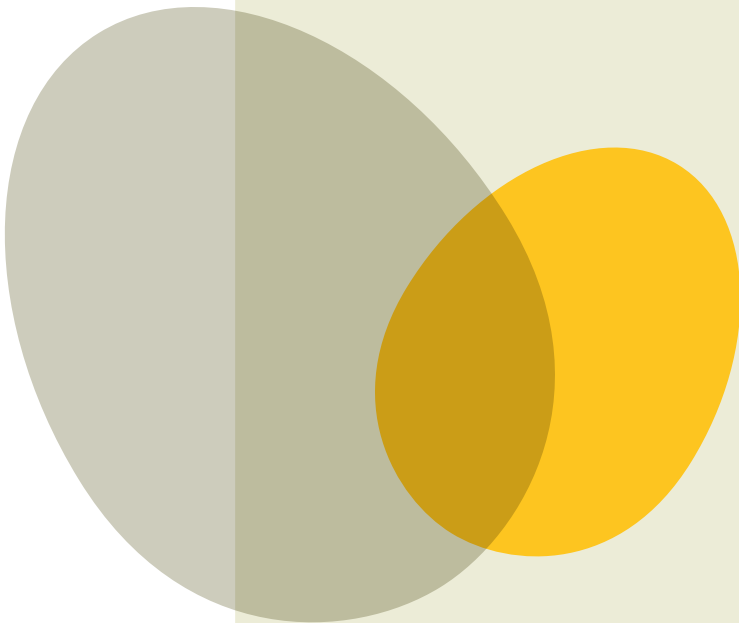
NEST Corporation
St Dunstan's House
201-211 Borough High Street
London
SE1 1JA

Contact us:

Call: **0300 303 1949**

Email: **employer.enquiries@nestcorporation.org.uk**

Visit our website: **www.nestpensions.org.uk**



**Find out more online at
www.nestpensions.org.uk**

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