

# Creative Pension Trust Participation Agreement



BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE (1) THAT YOU ARE AUTHORISED BY THE EMPLOYER TO BIND THE EMPLOYER, AND ENTER INTO SUCH AGREEMENTS ON ITS BEHALF, AND (2) AGREE ON BEHALF OF THE EMPLOYER TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE EMPLOYER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK "ACCEPT" AND DO NOT PROCEED.

This Agreement is between the employer (as set out in the Employer Details Section of the Online submission process to which this form relates) (the **Employer**) and Creative Auto-Enrolment Limited, a company registered in England and Wales with company number 08554978, having its registered office at Stephenson House, 2 Cherry Orchard Road, Croydon, Surrey, CR0 6BA (**Creative the Scheme Sponsor & Manager**).

The Employer wishes to participate in the Creative Pension Trust (**Scheme**) and Creative consents to the Employer becoming a participating employer of the Scheme (**Participating Employer**).

The Scheme is governed by the Trust Deed and Rules (a copy of which has been made available to the Employer) (**Trust Deed and Rules**) and this Agreement is supplemental to the Trust Deed and Rules.

In consideration of Creative admitting the Employer to participate in the Scheme, the Employer agrees to comply with the terms in this Agreement for the duration of the Agreement, which apply from the Joining Date (defined below).

1. The Employer will become a Participating Employer on its Auto Enrolment Duties date as confirmed by the Auto Enrolment regulations (this is the **Joining Date**).
2. The Employer will be bound by and comply with at all times the obligations of a Participating Employer set out in the Trust Deed and Rules.
3. The Employer will promptly do all things and give to the trustees of the Scheme (**Trustee**) or Creative all information in its power or possession, which the Trustee or Creative may reasonably request and which are necessary for the working of the Scheme. In particular, the Employer will:
  - provide promptly any information in relation to the Employer, or any employee or worker of the Employer, that Creative or the Trustee may reasonably request, and ensure this information is accurate and up to date; and
  - comply promptly with any request that Creative or the Trustee may make to facilitate the use of electronic communications or the electronic processing of data, or to facilitate payments by the Employer to the Scheme and (if applicable) payments from the Scheme to the Employer.
4. The Employer will follow the instructions of Creative and / or the Trustee when providing information about the Scheme to its employees or workers.
5. The Employer must maintain an active Direct Debit mandate at all times while a Participating Employer for the purpose of collection of pension contributions and any ongoing Employer fees.



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## Participation Agreement



6. The Employer and Creative agree that the provisions in the benefit annex to this Agreement relating to contributions and benefits as set out in addition to this Agreement shall be the "Benefit Annex" applicable to the Employer for the purposes of the Trust Deed and Rules. For the avoidance of doubt, the Employer details, investments (including the default lifestyling period and the Default Fund) and fees are not part of the Benefit Annex for the purpose of the Trust Deed and Rules, and are included for information only.
7. All parties to this Agreement will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications (**Data Protection Legislation**)). This requirement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
8. The parties acknowledge that for the purposes of the Data Protection Legislation:
  - a. The Employer is data controller of the personal data it provides to the employer portal as part of its requirements as a Participating Employer;
  - b. The Trustee is data controller of the personal data provided in connection with the Scheme and its administration; and
  - c. Creative is a data processor of the personal data it processes in its role of provider of Scheme administration functions, and also where providing services to the Employer as part of its services agreement with the Employer.
9. The definition of Benefit Annex in the Trust Deed and Rules specifies that the Benefit Annex can be amended from time to time by agreement between the Participating Employer and the Scheme Sponsor & Manager. The Employer hereby agrees that, if the Scheme Sponsor & Manager gives it notice in writing of a proposed amendment to the Benefit Annex and the Employer does not respond in writing within fourteen days of such notice, the Employer shall be deemed to have agreed to the amendment and the amendment shall take effect from such date as was specified in the notice, on the Scheme Sponsor & Manager issuing an amended Benefit Annex to the Employer.
10. The Trustee may enforce the terms of this Agreement but the Trustee's consent is not required to amend the terms of this Agreement.
11. In this Agreement, the expressions "Scheme Sponsor & Manager", "Participating Employer", "Trustee", "Benefit Annex" have the meaning set out in the governing document of Creative Pension Trust, which is the Trust Deed and Rules dated 7 August 2014 together with any supplemental amending documents.
12. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



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13. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Creative Pension Trust is an occupational pension scheme governed by a group of Independent Trustees including PAN Trustees UK LLP (Company No. OC333840) of The Annex, Oathall House, Oathall Road, Haywards Heath, West Sussex, England RH16 3EN and BESTrustees Limited (Company No. 02671775) of Aquis House, 49-51 Blagrove Street, Reading, Berkshire RG1 1PL. The scheme is sponsored by Creative Auto Enrolment Limited (Company No. 8554978), trading as Creative. Registered office: Stephenson House, 2 Cherry Orchard Road, Croydon, Surrey, CR0 6BA.

