

Auto Enrolment Terms and Conditions of the Collegia Personal Pension

We are Collegia Partners Limited (Company no. 11730266) and our registered office is at 264 Banbury Rd, Oxford, Oxfordshire, OX2 7DY (**Collegia**) and where referred to in these Terms includes each of Collegia Partners Limited's directors, officers, employees, agents, advisers, authorised representatives and corporate affiliated entities.

Collegia Partners Trustees Limited (Company no. 12268671) the registered office of which is situated at 264 Banbury Rd, Oxford, Oxfordshire, OX2 7DY. Collegia Partners Trustees Limited is the Trustee of the Collegia Personal Pension and is a bare trustee with responsibility for holding the assets of each Collegia Plan (as defined below), separate to its own assets.

In this agreement, "we" and "us" will be taken to mean any and all of Collegia and the Trustee, as applicable, who provide you with one or more of the Collegia Services either individually or as a group unless otherwise specified in these Terms.

Important

These Terms set out the contractual terms and conditions that shall be legally binding upon you for any Collegia Services you use. Please read these Terms carefully and ensure you understand them and are happy with their contents before you proceed to use any of the Collegia Services. If you require any further information on these Terms or any of the Collegia Services, please contact us on the contacts given on the Collegia Website at www.collegia.co.uk.

BY PROCEEDING TO OPEN AN ACCOUNT ON BEHALF OF YOUR EMPLOYEES, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTOOD AND CONSENTED TO BE BOUND BY THE CONTENTS OF THIS DECLARATION. IF THERE IS ANYTHING THAT YOU DO NOT FULLY UNDERSTAND, YOU SHOULD SPEAK TO COLLEGIA, OR SEEK INDEPENDENT ADVICE BEFORE CONTINUING. If you do not agree with any of these Terms, you should not use the Collegia Services.

Background

The Collegia Personal Pension Scheme (the **Scheme**) is a pension Scheme registered with HMRC under Chapter 2 of Part 4 of the Finance Act 2004. The Scheme provides benefits permitted by the Pension Rules, Lump Sum Rules, Pension Death Benefit Rules or Lump Sum Death Benefit Rules. The Scheme will be capable of being used as an Automatic Enrolment Scheme for an Employer to provide Money Purchase Benefits for and in respect of Eligible Workers of the Employer for the purposes of the Automatic Enrolment Requirements.

Collegia does not provide pensions, financial, regulatory, legal, tax or other investment advice or recommendations with respect to any investments, under these Terms or otherwise. Collegia does not provide payroll, accounting or business advisory services to participating employers in the Scheme. Nothing on the Collegia Website or in any communications from us should be construed as pensions, financial, regulatory, legal, tax, investment, payroll, accounting or business advice. Collegia does not provide advice or individual recommendations on any Collegia Plans. Any advice received from third party advisers is obtained by you independently

of Collegia and will be separate to these Terms and not form part of any contractual or other legally binding arrangements between you and Collegia Partners Limited, Collegia Partners Trustees Limited (**Trustee**) or any Money Manager (as defined below). Collegia provides the Collegia Services (as defined below) strictly and exclusively at your direction.

Any investments provided through any of the Collegia Services can go down in value as well as up and Collegia will not be responsible for any losses you incur or any tax liabilities which arise as a result of your use of any of the Collegia Services or investments in any Collegia Plan.

1. Introduction and Collegia Services

Definitions used in these Terms are, unless otherwise stated, as set out in Section 16. Definitions.

Collegia agrees to provide the Collegia Services to the Employer and its Workers on the basis of and in accordance with these Terms.

The Collegia Services are offered strictly on the basis of these Terms and Conditions (**Terms**), in conjunction with the Collegia Personal Pension Scheme Trust Deeds and Rules (**Trust Deeds and Rules**) – available on the Collegia Website – which are incorporated in these Terms as if set out in full herein. Where there is a discrepancy between these Terms and the Trust Deeds and Rules, the Trust Deeds and Rules prevail.

By applying to participate in the Scheme, the Employer is agreeing to be bound by these Terms.

Collegia will provide the service to the Workers enrolled by the Employer in accordance with the Collegia Personal Pension Terms and Conditions, which can be found at www.collegia.co.uk/legal.

2. Employer's Automatic Enrolment Duties

Collegia is not required to support the Employer in meeting Automatic Enrolment Duties. The Employer agrees and acknowledges that Collegia has not provided advice of any kind relating to the Scheme or how the Employer will address duties under the Automatic Enrolment Legislation, including but not limited to legal and/or financial advice. The Employer must refer to its own appointed advisers for advice of this nature.

3. Information provision and requirements

The Employer declares to Collegia that each Worker to be included in the Scheme is entitled to tax relief in accordance with the Registered Pension Schemes (Relief at Source) Regulations 2005.

The Employer will provide Collegia with:

- all Worker data and information relevant to the operation of the Scheme in respect of Workers who have opted into the Scheme, and,
- where the Employer uses the Scheme to meet the Employer's duties under the Automatic Enrolment Legislation, data required by Collegia which Collegia is expected to retain as part of reporting requirements imposed by Automatic Enrolment Legislation or by any UK regulatory authority.

The Employer warrants that all data and other information provided by the Employer will be accurate, complete and up to date in all material respects. The Employer will provide such information requested by Collegia within reasonable timescales, in a format agreed with

Collegia. The Employer agrees that any delay in the provision of Worker data or information to Collegia could result in a contravention of the Automatic Enrolment Legislation. Where the Employer discovers any inaccuracies in the information provided to Collegia, the Employer will immediately provide corrected information to Collegia.

The Employer will also use all reasonable endeavours to trace any missing data items as notified by Collegia. The Employer acknowledges, accepts and warrants that where an Authorised Third Party has been authorised to act on its behalf, Collegia shall have no obligation or requirement to verify any actions, instructions, or amendments made by that Authorised Third Party, and Collegia shall be entitled to take such action in accordance with that Authorised Third Party instructions without recourse or liability to the Employer.

Collegia reserves the right to charge for all costs and expenses it reasonably incurs as a direct or indirect consequence of any erroneous or incomplete information provided to it in relation to the Scheme.

The Employer shall have access only to such information as was supplied by the Employer to Collegia or by an Authorised Third Party on behalf of the Employer to Collegia or as Collegia considers essential for the operation of the Scheme.

Where the Employer authorises an Agent to access and input information in relation to the Account, the Employer shall be responsible for ensuring that each such Agent complies with these Terms and the Employer shall at all times remain fully responsible for all acts and omissions of each such Agent.

4. Legal and regulatory requirements

Collegia will use reasonable endeavours to:

- keep confidential information relating to the Scheme and the Worker secure; and
- prevent any unauthorised or illegal use, publication or disclosure of such information or unauthorised or illegal access to such information.

The parties acknowledge and agree that where Collegia receives personal data from or discloses data to an Authorised Third Party:

- the Employer shall:
 - o ensure that the disclosure of the data is compliant with the Data Protection Requirements; and
 - o procure the Authorised Third Party recipient's compliance with its obligations under the Data Protection Requirements;
- Collegia's sole obligation in relation to such a disclosure of the personal data is to ensure that the disclosure meets the Data Protection Requirements where Collegia is acting as Data Controller.

To the extent that Collegia is a Data Processor of the Personal Data that it is processing carrying out under this Agreement, Collegia agrees:

- to comply with the obligations imposed upon a Data Processor by the Data Protection Requirements
- maintain technical and organisational security measures to prevent unauthorised or unlawful access to, interception and/or processing of the relevant Personal Data and to prevent accidental loss or destruction of, or damage to the Personal Data to ensure a level of security appropriate to the risk of the Processing of the Personal Data;
- only Process Personal Data for and on behalf of the Employer for the purpose of performing the Collegia Services (and where necessary only on documented instructions from you to ensure compliance with the Data Protection Legislation);
- ensure that all relevant Collegia personnel providing the Collegia Services will have entered into appropriate contractual obligations of confidentiality;

- allow the Employer to audit Collegia's compliance with the requirements of this section on reasonable notice;
- without undue delay, notify the Employer of any actual or suspected Personal Data Breach and implement any measures necessary to restore the security of compromised Personal Data;
- provide, to the extent reasonably practicable and at the Employer's cost, such assistance as you may reasonably require, to allow the Employer to comply with any actual or purported subject access request or notice or complaint in relation to a Data Subject.

You hereby grant Collegia a general authorisation to appoint Sub-Processors of the Personal Data covered by these Terms. Notwithstanding any consent or approval given by you under this Section, Collegia shall remain primarily liable to you for the acts, errors and omissions of any Sub-Processor to whom it discloses Personal Data, and shall be responsible to you for the acts, errors and omissions of such Sub-Processor.

- the Employer shall indemnify and keep indemnified Collegia from and against any and all liabilities, losses, costs, damages and expenses which Collegia may incur (directly or indirectly), arising from any breach by the Authorised Third Party recipient (or any of its Data Processors) of any of the Authorised Third Party's obligations under the Data Protection Requirements.

The Employer shall ensure that all data provided to Collegia by or on behalf of the Employer will have been collected, processed and disclosed in compliance with the Data Protection Requirements (including observing where appropriate any requirement to obtain the explicit consent of Workers) so as to enable the processing of personal data by Collegia in compliance with all legal and regulatory requirements.

The Employer shall indemnify Collegia and keep Collegia indemnified against all liabilities which Collegia may incur connected with or arising from the Employer's contravention of duties under chapter 1 of the 2008 Act.

The Employer may delegate some or all of its powers, obligations and duties set out in these Terms to any organisation or individual engaged by the Employer. The Employer must provide details of any such delegation in a form that may be reasonably acceptable to Collegia, and contact details (including email addresses and telephone numbers) for any person to whom powers, obligations and duties have been so delegated. Where the Employer has provided such details, Collegia is entitled to take instructions from such individuals or organisations (until Collegia is notified in writing that any such authorisation has ceased) and shall have no liability to the Employer in the event that such individuals or organisations are not authorised to act on the Employer's behalf.

5. Notices

Any notice given by under these Terms shall be in writing and shall be given by post, email or through the relevant Dashboard. Notices shall deemed to have been received on the day on which it is sent using the Dashboard; delivered or left at the last address known to the sender; or if by email, on the day on which it is sent to the last email address known to the sender; or, in the case of sending it by inland first class mail, on the second day after it is posted. Notices should be addressed as follows:

Post: Collegia, 264 Banbury Rd, Oxford, Oxfordshire, OX2 7DY.

Email: hello@collegia.co.uk

6. The Scheme

Collegia shall make the Scheme available to allow the Employer to meet the Employer's duties under chapter 1 of the 2008 Act and as described in and in accordance with these Terms. Collegia confirms that the Scheme has its main administration in the United Kingdom.

In relation to each Member, the Employer:

- shall pay a contribution to Collegia sufficient to satisfy the second condition of Section 26 of the 2008 Act;
- warrants that there are direct payment arrangements (within the meaning of Section 111A of the Pension Schemes Act 1993) between any Eligible Jobholder and the Employer; and
- has satisfied itself that the Scheme meets the relevant quality requirement under Section 26 of the 2008 Act.

Collegia may make changes to the rules of the Scheme:

- as a consequence of a change in the law and/or regulatory regime governing pension arrangements or a change which is generally applicable to a business in the UK; and
- where there is no cost or material impact to the Employer.

Where Collegia makes such a change, it will notify the Employer of the change as soon as reasonably practicable.

In relation to the Scheme and any services covered by these Terms, all communications and information issued by or provided by Collegia will be in the English language and Collegia will not (and the Employer agrees and acknowledges that Collegia will not) issue or provide communications and information in any other language.

In relation to the Scheme, all contributions and benefits are payable in sterling or other legal tender in the UK and Collegia will not (and the Employer agrees and acknowledges that Collegia will not) accept or receive contributions or pay benefits in any other currency.

7. Waiting period

If Collegia agrees, a new Member can be included in the Scheme. Any new Member to be included in the Scheme should be included from a date that is at the start of a complete Pay Reference Period. If necessary, the Employer shall issue a notice to the Worker confirming that the Employer intends to defer inclusion in the Scheme to a date, within the Deferral Period, that falls immediately after any complete Pay Reference Period.

8. Membership

The Employer agrees that:

- it is responsible for the assessment of Workers under the Automatic Enrolment Legislation, and
- it will confirm the Automatic Enrolment categorisation to Collegia (that is: Eligible Jobholder, Non-Eligible Jobholder or Entitled Worker, as appropriate, all as defined in the 2008 Act) including when the categorisation of a Worker who is already a Member changes. This will allow Collegia to meet any reporting requirements imposed by the Pensions Regulator or by any Government department.

Collegia accepts no liability for the assessment of, categorisation of and contribution levels in relation to Workers.

9. Contributions

The Employer will make each payment of contributions under these Terms within the minimum period set by legislation from time to time and shall provide Payroll Data at such timescales, within such timescales and in such manner as may be agreed between the Employer and Collegia in writing. Contributions shall be made by the Employer by Direct Debit unless otherwise expressly agreed with Collegia.

The Employer may pay contributions to the Scheme on a monthly basis, with only one such payment to be made in each such month, including for weekly or fortnightly paid Workers, unless otherwise agreed in writing by Collegia.

Collegia will invest contributions received under these Terms in the Default Investment Strategy (or in accordance with any fund instruction given by the Member).

If any Worker demonstrates that a contribution was incorrect in relation to him/her then either:

- the Employer shall make up any shortfall which will be applied to the Worker's account at the date it is received; or
- Collegia shall disinvest the units to the appropriate value at the current date and return any overpayments to the Employer as soon as reasonably practicable, but always subject to the Trust Deeds and Rules.

10. Opt in and joining rights

Upon the instruction of the Employer, Collegia shall treat any Worker (who has not been assessed as an 'Eligible Jobholder' by the Employer) as though such Worker has joined the Scheme for the purposes of sections 6 to 13 of these Terms (subject to any specific terms agreed between Collegia and the Employer). The Employer shall ensure that a Worker joining in these Terms has given the Employer authority to deduct any Member contributions to be paid to the Scheme from that Worker's earnings.

11. Contractual enrolment

Upon the instruction of the Employer, Collegia shall treat any Contractual Joiner in the way described in sections 6 to 13 of these Terms (subject to any specific terms agreed between Collegia and the Employer). Collegia shall not be (and the Employer agrees that Collegia shall not be) responsible for any other process or procedure in relation to such individuals.

The Employer confirms to Collegia that it has authority under each relevant Contractual Joiner's Contract of Employment to enable the enrolment of the Contractual Joiner in the Scheme.

12. Opt out arrangements

During the Opt Out Period, Collegia will make available Opt Out Notices to Workers which may be requested from Collegia in an electronic format within the time limits permitted under the Automatic Enrolment Requirements. The Employer is responsible for validating all Opt Out Notices submitted by Workers. Collegia shall not (and the Employer agrees that Collegia shall not) acknowledge or process in any way, any Opt Out Notice submitted to it. Collegia shall accept no liability resulting from an Opt Out Notice being submitted to it.

The Employer shall inform Collegia upon receipt of a valid Opt Out Notice as soon as reasonably practicable.

13. Non Refund of contributions

If a Worker provides an Opt Out Notice after the Opt Out Period has expired, in accordance with

the terms of the Scheme, no refund of contributions shall be made under Regulation 11 of the Automatic Enrolment Regulations in respect of the Eligible Jobholder.

14. Termination

The Collegia Services shall terminate immediately if:

- Collegia stops providing the Scheme;
- the Scheme is no longer used or provided by you for your Workers; or
- or contributions cease to be payable to Collegia in respect of the Scheme.

Either party may give the other party 30 days' written notice at any time to terminate the contract between the parties as evidenced by these Terms ('Agreement').

This Agreement may also be terminated with immediate effect by either party giving the other written notice at any time if the other party is in material breach of any of its obligations under this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach.

Termination will be without prejudice to the settlement of any outstanding fees and completion of transactions already initiated. The termination or expiry of this Agreement (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of this Agreement which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

Following termination of this Agreement, if (no later than 90 days following termination) Collegia receives a written request from you to make available a copy of the Worker data, Collegia will return the Worker data to you in such medium and format as reasonably provided by Collegia subject to the application of an appropriate administrative charge. Collegia may retain a copy of the Worker data following termination for administration and compliance purposes and to comply with its legal and regulatory requirements.

15. Liability

Collegia shall owe no liability to the Employer in respect of any claims arising out of or in connection with the provision of the Scheme and shall not be liable to the Employer for:

- indirect or consequential loss, damages or costs in each case arising out of or in connection with these Terms including as a result of breach of contract, negligence or any other delict or tort, under statute or otherwise;
- losses (of whatsoever nature) arising directly or indirectly from or relating to:
 - o materials, data or information provided to Collegia by the Employer or by a third party on the Employer's behalf;
 - o the choice of and ongoing suitability of the Default Investment Strategy to apply to any payment made to the Scheme by or in respect of a Member; and
 - o the variation (or purported variation) of Workers' Contract of Employment and administration of the Scheme and/or the Services as a consequence of any such variation;
- any penalties imposed on you (or any member of the same Group) by HMRC in respect of unauthorised payments; and
- any act or omission of the Trustee; and
- fines or penalties imposed by the Pensions Regulator, the Financial Conduct Authority or any successor bodies, arising directly or indirectly from or relating to any failure by the Employer to comply with or act in accordance with the employer duties as described in chapter 1 of the 2008 Act.

Nothing in these Terms will exclude, limit or restrict Collegia's liability

- for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- for fraud or fraudulent misrepresentation; or
- for any other act, omission, or liability which may not be limited or excluded by law

Each party agrees to take all reasonable steps to mitigate any losses, damages or costs incurred as a result of or in connection with these Terms.

16. General

Collegia may vary these Terms by giving at least one month written notice to the Employer. If, however, it is not practicable to give as much notice, for example because of a change in legislation, Collegia will give as much notice as is, in Collegia's opinion, possible.

These Terms, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms or their formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts. We will communicate with each other exclusively in English.

The Employer and Collegia shall not be liable or have any responsibility for any failure, interruption or delay in performance of its obligations under these Terms resulting from breakdown, failure or malfunction of any telecommunications or computer service or system outside its control or from any other event or circumstances outside its reasonable control.

Neither the Employer nor Collegia intend that any of these Terms should be enforceable by any means by any person other than the Employer and Collegia.

Expiry or termination of these Terms (in whole or in part) for any reason will not affect any provision of these Terms which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.

These Terms constitute the entire agreement and understanding between the Employer and Collegia in respect of the matters dealt with in this leaflet and supersedes any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

Unless Collegia has agreed otherwise, the Employer continuing to make the Scheme available to the Worker will be taken as acceptance of these Terms.

17. Definitions

Account: the online account set up through the Collegia Website or the Collegia Mobile Application.

2004 Act: means the Pensions Act 2004.

2008 Act: means the Pensions Act 2008.

Agent: means a person or entity authorised in writing by the Employer to access and manage the Account on behalf of or for the Employer.

Agent Dashboard: means the designated password protected areas on the Collegia Website

through which Agents can access relevant Account details.

Authorised Third Party: means any formally appointed third party provider of advice or services to the Employer and confirmed to Collegia in a format accepted by Collegia.

Automatic Enrolment: has the meaning given in section 3 of the 2008 Act.

Automatic Enrolment Duties: means the employer duties under the Automatic Enrolment Legislation.

Automatic Enrolment Legislation: means the 2008 Act and regulations made thereunder.

Automatic Enrolment Scheme: has the meaning given in section 17 of the 2008 Act.

Automatic Enrolment Worker: means an Eligible Worker in relation to whom his Employer is from time to time using the Scheme as an Automatic Enrolment Scheme to comply with the Automatic Enrolment Requirements.

Automatic Enrolment Date: has the meaning given to it in section 3 of the 2008 Act.

Automatic Enrolment Regulations: means the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010 (SI 2010/772).

Automatic Enrolment Requirements: means the requirements for the enrolment of Jobholders in Chapter 1 of Part 1 of the 2008 Act.

Collegia Mobile Application (Collegia Mobile App): Our application designed for a mobile phone and accessed under the Trust Deeds and Rules of the Apple Store or the Android Store.

Collegia Personal Pension: the registered pension plan governed by these Terms and the Trust Deeds and Rules. Your investment into the Collegia Personal Pension is referred to in these Terms as “your Collegia Plan”.

Collegia Services: all of the services offered on or via the Collegia Website and the Collegia App, however accessed, including, without limitation:

(i) the Account;

(ii) the Employer Dashboard ;

(iii) the Agent Dashboard;

(iv) the Collegia Personal Pension and any Collegia Plans made available pursuant to the Collegia Personal Pension;

(v) any other service, facility, or information, that may be added to these Terms from time to time; and

(vi) any other service, facility, or information, that is provided that is ancillary to any of the items listed above in paragraphs (i) through to (iv) (inclusive),

each of which is accessible through a variety of devices including the Internet or any mobile phone application.

Collegia Plan: each of the options for pension plans available to the Members as part of the Collegia Personal Pension.

Collegia Website: the website operated by Collegia, located at www.Collegia.co.uk.

Contract of Employment: has the meaning in Section 88 of the 2008 Act.

Contractual Joiner: means any Worker to be enrolled into the Scheme under the terms of the relevant Contract of Employment (or similar documentation) rather than by reference to a statutory requirement.

Dashboard: means the Employer Dashboard and/or the Agent Dashboard as appropriate.

Data Processor, Data Controller, Sub-Processor and personal data have the meanings given in the Data Protection Requirements.

Data Protection Requirements: means the Data Protection Act 2018, the UK GDPR and all other applicable laws from time to time relating to the processing of personal data and privacy including (where applicable) (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament (or 'GDPR'); and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 which shall include any applicable legislation as amended or re-enacted from time to time and with all applicable regulations and guidance notes issued by any competent data protection authority and regulator in the UK and/or abroad in respect of the same.

Default Investment Strategy: means the investment strategy that, as per the Trust Deeds and Rules, will apply automatically for the investment of contributions in respect of a Worker enrolled in the Scheme (until the Worker specifies an alternative investment offered by Collegia).

Deferral Period: means the period of up to three months after the date of the starting day as described in Section 4 of the 2008 Act.

Direct Debit: is an instruction from a customer to their bank or building society. It authorises an organisation to collect varying amounts from their bank account, as long as the customer has been given advance notice of the collection amounts and dates.

Direct Debit Instruction: is an authorisation that is granted from an individual or business (the payer) to an organisation to collect future payments when they are due.

Eligible Jobholder: means a Jobholder to whom section 3 of the 2008 Act applies.

Eligible Worker: means a Worker of an Employer who the Employer notifies the Administrator is eligible for Contributing Membership of the Scheme.

Employer: means an employer participating in the Scheme pursuant to Rule 38 of Trust Deeds and Rules.

Employer Dashboard: means the designated password protected areas on the Collegia Website through which Employers can access relevant Account details.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Lump Sum Death Benefit Rules: has the meaning in section 168 of the 2004 Act.

Lump Sum Rules: has the meaning in section 166 of the 2004 Act.

Member: has the meaning given in the Trust Deeds and Rules.

Money Managers: the groups responsible for investing the money held in each Collegia Plan. Each Money Manager is responsible for one or more of the Collegia Plans. Each Money Manager is authorised and regulated by the Financial Conduct Authority.

Money Purchase Benefits: has the meaning in section 181 of the 1993 Act.

Opt Out Notice: means a notice given under section 8 of the 2008 Act.

Opt Out Period: 30 calendar days counting for the immediate day after the one the Member received the email informing that he or she has been enrolled by the Employer in the Scheme.

Pay Reference Period: means the pay reference period determined by the Employer in accordance with Regulation 4 of the Automatic Enrolment Regulations and confirmed to Collegia by the Employer.

Payroll Data: means, in a form acceptable to Aegon, data and information including but not limited to:

- (i) age data;
- (ii) Qualifying Earnings (as defined in the 2008 Act) and Pensionable Earnings data and any data;
- (iii) Jobholder Information (as defined in the Automatic Enrolment Regulations);
- (iv) any other data reasonably required by Collegia.

Pension Death Benefit Rules: has the meaning in section 167 of the 2004 Act.

Pension Rules: has the meaning in section 165 of the 2004 Act.

Trust Deeds and Rules: the Trust Deeds and Rules, establishing the Collegia Personal Pension, dated 15 March 2021, as amended and restated from time to time.

Terms: these terms and conditions, as amended or restated, from time to time.

UK GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Worker: means, in relation to the Employer, a 'Worker' as defined at Section 88 of the 2008 Act (as amended in accordance with Section 97 of the 2008 Act or otherwise) (except, unless otherwise agreed by Collegia, any individual who is non-UK resident or who is not subject to UK tax).

Working Day: any day on which banks are generally open for business, except: (i) a Saturday or Sunday, (ii) any other day which the Asset Manager managing your Collegia Plan, has declared not to be a dealing day; between the hours of 9.30am until 6pm (any Monday to Wednesday) and 9.30am until 5pm (any Thursday or Friday).