

THIS DEED OF ADHERENCE is made the

day of

20

BETWEEN

1. BCF PENSION TRUSTEES LTD (Company No. 06032775) whose registered office is at Rossmore House, Rossmore Road East, Ellesmere Port, CH65 3DA (the Trustee); and
2. **Business name** (Company No.)
of **Business Address**
(the New Employer)

WHEREAS

- A. The BCF Pension Trust (the Scheme) was established by a trust deed with rules attached dated 12 February 2007 which was modified by a deed dated 14 August 2013 to which were attached a replacement trust deed and rules (the Deed and Rules)
- B. In accordance with clause 3.1 of the Deed and Rules, an employer may agree with the Trustee of the Scheme to participate in the Scheme for its employees who are eligible for membership
- C. The Trustee is the sole trustee of the Scheme
- D. The New Employer has agreed with the Trustee to participate in the Scheme as a Participating Employer with effect from the Commencement Date (as defined in the terms and conditions appended to this deed) so that the benefits of the Scheme may be extended to such directors and employees of the New Employer as may be eligible for membership of the Scheme in accordance with the Deed and Rules (the Participating Employees)
- E. In order to participate in the Scheme and in accordance with clause 3.1 of the Deed and Rules, the New Employer must enter into a deed of adherence in which it agrees to comply with the governing provisions of the Deed and Rules
- F. Capitalised terms used in this deed shall have the same meanings as those ascribed to those terms in the Deed and Rules

NOW THEREFORE:

1. In accordance with Clause 3.1 of the Deed and Rules, the Trustee hereby agrees to the participation of the New Employer in the its own section of the Scheme in respect of the Participating Employees with effect on and from the Commencement Date
2. The New Employer hereby covenants with the Trustee that it will at all times on and from the Commencement Date and until the date of termination of the trusts of the Scheme or the date on which it is discharged from liability hereunder by the Trustees (whichever shall first occur) be bound by, and comply with:
 - a. the Deed and Rules and
 - b. the terms and conditions appended to this deed

and observe and perform such of the provisions of the Scheme as are applicable to it

3. The New Employer hereby nominates Bible and Gospel Trust, in its capacity as the principal employer of the Scheme, as the person with whom the Trustee must consult for the purposes of the statement of investment principles prepared under Section 35 of the Pensions Act 1995 (and./or any other statute or regulation amending, modifying or replacing the same from time to time)
4. Without prejudice to the generality of the Deed and Rules the New Employer agrees and confirms that it will within such reasonable period as the Bible and Gospel Trust and the Trustee may specify of a request by the Bible and Gospel Trust or the Trustee make available at its own expense reasonable information to the Scheme's appointed auditor to enable the examination of contributions payable by the New Employer to the Scheme and the New Employer also agrees and confirms that it will provide a payment schedule to the Trustee upon request which is up to date at all times
5. Neither the Trustee nor Bible and Gospel Trust shall be liable to the New Employer for any losses (of whatsoever nature) to the extent that they relate directly or indirectly from or relating to:
 - a. The New Employer's breach of its obligations under this deed or the Deed and Rules
 - b. the data procedures processes calculations documentation and any other information relating to Participating Employees and/or the Scheme supplied applied or made available to the Trustee or Bible and Gospel Trust by or on behalf of the New Employer
 - c. any losses (of whatsoever nature) or any fines or penalties of a regulatory body arising directly or indirectly from or relating to any failure by the New Employer to comply with or act in accordance with its automatic enrolment employer duties for pension purposes including without limitation identifying employees who are eligible for membership of the Scheme the assessment of earnings salary or pay (as appropriate) relevant to the calculation of contributions payable to the Scheme and certification that the Scheme meets any quality requirement to the Participating Employees of the New Employer.
6. Nothing in this deed shall in any way restrict the right of the New Employer to terminate the employment of a Participating Employee
7. The Trust will be construed according to, and governed by, the laws of England and Wales and will be subject to the non-exclusive jurisdiction of the English Courts in London, United Kingdom.
8. This deed may be executed by the parties hereto in separate counterparts and any single counterpart or set of counterparts executed and delivered by all the parties shall together constitute one and the same instrument.
9. In the event of any conflict between the provisions of the Trust Deed and of the Rules those of the Trust Deed will prevail.

10. Notwithstanding that the rights of beneficiaries to receive benefits under the Trust are rights under trust and not under any contract, for the avoidance of doubt, it is hereby declared by the parties to the Trust Deed that none of the terms of the Trust Deed or of the Rules will be enforceable by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Trust Deed and, in consequence, the parties will have no obligations to any such person in relation to the variation of the provisions of the Trust or its termination or otherwise.

IN WITNESS whereof these presents are executed as follows:

EXECUTED and DELIVERED as a deed by

BCF PENSION TRUSTEES LTD acting by

.....

Director

in the presence of:

Witness signature

Witness full names *Bruce Davey*

Witness address *Bank House, Dunham on the Hill, WA6 0LT*

Witness occupation *Pension Scheme Administrator*

EXECUTED and DELIVERED as a deed by

...**Business name**.....

acting by **Name**

...**Signature**.....

in the presence of:

Witness signature [redacted]

Witness full names [redacted]

Witness address [redacted]

[redacted]

Witness occupation [redacted]

APPENDIX

BCF PENSION TRUST

EMPLOYER TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Active Member" means a Member who is recorded as "employed" and has a payment basis which is more than zero marked on the Retirement Account and has units allocated to their Retirement Account;

"Administrator" means HS Administration Services Limited;

"Applicable Laws and Regulatory Requirements" means common law, all applicable statutes, statutory instruments, regulations, instruments, provisions and any code of practice applicable to the parties as amended from time to time and in particular, without limitation, the rules and principles and guidance stipulated by any Regulator;

"Commencement Date" means the date upon which the Administrator confirms to the Trustee that a functioning direct debit mandate in respect of you has been established and you have executed a Deed of Adherence to admit you as a Participating Employer in the Scheme;

"Confidential Information" means all information or data (including all oral and visual information or data recorded in writing or in any other medium) relating to operations, processes, plans, intentions, product information, trade secrets, software, market opportunities, customers and business affairs disclosed by one party to the other;

"Data Controller" has the meaning given to it in the Data Protection Legislation;

"Data Protection Legislation" means the GDPR and other mandatory legislation of the European Union or the United Kingdom (including but not limited to the Data Protection Act 2018) relating to the parties' processing of personal data under these Terms and Conditions;

"Contribution Data Submission Date" means, in respect of an employee or employer contribution, the fifth day of the month immediately following a month in respect of which that contribution has been deducted and has become due to be paid to the Administrator by you.

"Deferred Member" means a Member who is recorded as "left company" or is recorded as "employed" but with a status of "ceased active membership" or "opted out" and has units allocated to their Retirement Account;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as amended from time to time;

"Group" means a number of connected entities which may comprise a participating employer any subsidiary or holding company of a participating employer and any subsidiary of such holding company.

"HMRC" means HM Revenue & Customs and/or any successor or replacement authority, body or organisation responsible for taxation in the UK;

"Member" means any member of the Scheme who is an employee or former employee of a Participating Employer and who has a Retirement Account within the Scheme and is either an Active Member or a Deferred Member;

"Participating Employer" means a legal entity who has signed a Deed of Adherence in order to participate in the Scheme;

"Personal Data" has the meaning given to it in the Data Protection Legislation;

"Provider" means BCF Pension Trustees Ltd, a company registered in England under company number 06032775 whose registered office is at Rossmore House, Rossmore Road East, Ellesmere Port, CH65 3DA;

"Regulator" means any court, governmental body or regulatory or supervisory authority or organisation having authority over all or any part of the activities covered by these Terms and Conditions and shall include the UK Information Commissioner, the Financial Conduct Authority and/or Prudential Regulation Authority as applicable, the Pensions Regulator and HMRC;

"Retirement Account" means an account set up under the Scheme where units are allocated to a Member;

"Scheme" means the BCF Pension Trust ;

"Section" means a part of the Scheme the terms of which are specific to either (1) a Participating Employer or (2) Participating Employers within the same Group;

"Subcontractor" means a third party appointed by the Administrator or Provider from time to time to carry out one or more of the activities covered by these Terms and Conditions on behalf of the applicable appointer;

"Terms and Conditions" means these terms and conditions;

"Deed and Rules" means the definitive trust deed and rules governing the Scheme and any Deeds of Adherence both as may be amended from time to time;

"Trustee" means the trustee or trustees of the Scheme from time to time; and

"UK" means the United Kingdom of England, Northern Ireland, Scotland and Wales which does not include the Isle of Man or the Channel Islands.

1.2 The headings of the Clauses in these Terms and Conditions are for convenience only and shall not affect their construction or interpretation. References to Clauses are references to the clauses to these Terms and Conditions.

1.3 Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words "include" and "including" shall not be construed as words of limitation.

1.4 References to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it or them all as from time to time amended, consolidated or re-enacted.

1.5 Definitions used in the Deed and Rules have the same meaning as in these Terms and Conditions except where expressly defined in these Terms and Conditions and subject to that if there is a conflict between the provisions of these Terms and Conditions and the Deed and Rules then the Deed and Rules will prevail.

2 THE TERMS

2.1 The Provider is the provider of the Scheme which is a sectionalised occupational pension scheme master trust.

2.2 You wish your relevant employees to become eligible to be Members of the Scheme. You are entering into these Terms and Conditions in your capacity as a Participating Employer.

2.3 This document sets out the terms and conditions governing your relationship with BCF Pension Trustees Ltd as regards the provision and the administration of the Scheme and contains legally binding obligations.

2.4 Throughout these Terms and Conditions, references to "we", "our", and "us" means the Provider and references to "you" and "your" means you as the Participating Employer who is the subject of these Terms and Conditions and who executed the Deed of Adherence to which they are appended.

2.5 These Terms and Conditions will become binding on the Commencement Date.

3 ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1 You acknowledge and agree the following with effect from the Commencement Date:

3.1.1 you are entering into these Terms and Conditions in your capacity as a Participating Employer with the purpose of enabling us to administer the Members' benefits under the Scheme;

3.1.2 you are responsible for ensuring that you comply with your duties under Applicable Laws and Regulatory Requirements and those set out in the Deed and Rules as amended from time to time;

3.1.3 you are responsible for supplying all information to us in respect of a Member who is to have a Retirement Account under the Scheme, including, but not limited to, the provision of contribution data prior to the Contribution Data Submission Date;

3.1.4 you will establish and maintain throughout the term of your participation in the Scheme (or such shorter period as the Trustees may decide) a functioning direct debit mandate enabling contributions to be paid by you to the Administrator;

3.1.5 you must supply all information to us in the format specified by us to enable us to set up and administer the Section in the Scheme. In the case of contribution data, such submission must be provided via the secure online Employer Portal, or such other means of delivery as the Trustee may determine and notify to you from time to time;

3.1.6 you must ensure that all information supplied to us in respect of each Member is accurate, complete and up to date;

3.1.7 we are not required to gather data or information relating to a Member from any party other than you or your nominees (which may include Administrators or Members) and are not required to populate data or information relating to a Member on your behalf;

3.1.8 we are not required to supply any automatic enrolment information to a Member that you are obliged to supply under Applicable Laws and Regulatory Requirements, including the Pensions Act 2008;

3.1.9 nothing in these Terms and Conditions shall require us to advise you or a Member where we believe that a payment into the Scheme or a claims payment out of the Scheme is, or may be, a reportable event for the purposes of the Finance Act 2004;

3.1.10 you confirm you have obtained all necessary consents from Members to enable you to fulfil your obligations under these Terms and Conditions;

3.1.11 in relation to transfers into the Scheme you will give the us advance notice that a payment will be sent along with any other information we reasonably require;

3.1.12 you will pay us such fees and expenses as shall be required in accordance with the Deed and Rules and notified to you from time to time; and

3.1.13 you will notify us as soon as possible if any of the information you have supplied is incorrect or changes or if you know or suspect that you have become a victim of identity theft.

4 DATA PROTECTION

4.1 For the purposes of this clause 4, "processing" has the meaning as set out in the GDPR.

4.2 The parties to these Terms and Conditions:

4.2.1 confirm that they have and shall maintain adequate registrations and notifications required by the Data Protection Legislation; and

4.2.2 undertake to comply with the provisions of the Data Protection Legislation in so far as they apply to each of them.

4.3 Personal Data could relate to you, your employees and their dependants, your suppliers, in each case, current, future and past, or other third parties with whom you have a relationship.

4.4 Where you disclose Personal Data to us, you must ensure that you have the necessary grounds, consents or authorisations to provide it to us and you confirm that you will try to ensure that the Personal Data provided is accurate.

4.5 You must limit the Personal Data that you send to us to the minimum amount that you believe we will require to perform our services: if we need additional Personal Data, we will let you know.

4.6 We will retain a copy of the Personal Data on a file or e-file for a period of 6 years after we cease to provide services to you.

4.7 We will fulfil all applicable obligations under the Data Protection Legislation when we are processing Personal Data that you provide to us, whether we are processing that Personal Data as a Data Controller or a processor.

4.8 We might act as both a processor and a Data Controller (in relation to the use of Personal Data for different purposes) when carrying out our services for you.

4.9 We are a Data Controller in respect of the Personal Data which we hold as trustee of the Scheme. Separate Data Protection Legislation compliant documentation is maintained and supplied by us as Trustee.

4.10 We act as a processor in circumstances when we provide administration services to the Scheme.

4.11 By agreeing to participate in the Scheme, you confirm that we are authorised to process Personal Data to the extent required to deliver administration services to the Scheme.

4.12 If we choose to transfer Personal Data outside of the European Union, we will ensure that it is carried out in accordance with one of the mechanisms permitted in the Data Protection Legislation.

4.13 We will:

4.13.1 ensure that our personnel and sub-processors who process the personal data are under an obligation of confidentiality;

4.13.2 take all measures as required by the Data Protection Legislation to maintain and ensure the appropriate level of security for the Personal Data and that we, and any Subcontractor, take appropriate technical and organisational measures to prevent (1) the unauthorised or unlawful processing of Personal Data and (2) the accidental loss or destruction of, or damage to, Personal Data;

4.13.3 engage sub-processors (for which we have your general consent) in line with the requirements set out in the Data Protection Legislation;

4.13.4 taking into account the nature of the processing, assist you when you are complying with requests from data subjects to enforce their rights under the Data Protection Legislation;

4.13.5 taking into account the nature of the processing and the information available to us, assist you with your obligations in relation to security, notification of breaches to regulators and data subjects, data protection impact assessments and consultations with regulators as required under the Data Protection Legislation;

4.13.6 securely destroy Personal Data at the end of our document retention period in clause 4.6 unless you notify us that you want us to return it to you at the end of that period; and

4.13.7 provide all information necessary to demonstrate our compliance with the Data Protection Legislation and allow you upon reasonable prior written notice, reasonable access during normal business hours to our offices and documents to inspect our compliance with this clause, subject to our confidentiality policies when at our offices.

4.14 You shall ensure that you obtain from each Member any consent or authorisation required under the Data Protection Legislation to permit:

4.14.1 you to pass the Member's data and/or information (including any Personal Data) to us; and

4.14.2 us to process the Member's data and/or information (including any Personal Data) as contemplated by these Terms and Conditions.

5 CONFIDENTIALITY

5.1 Subject to Applicable Laws and Regulatory Requirements you and we shall keep confidential all Confidential Information and shall not copy or disclose the Confidential Information to any third party without the prior written consent of the other party which shall not be unreasonably withheld.

5.2 Clause 5.1 shall not apply to any Confidential Information which is:

5.2.1 or becomes public knowledge other than by breach of these Terms and Conditions;

5.2.2 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

5.2.3 independently developed; or

5.2.4 required to be disclosed in order to meet obligations in the Deed and Rules.

6 CHANGES TO THESE TERMS AND CONDITIONS

6.1 To the extent that any change is proportionate and reasonably required, we may alter these Terms and Conditions:

6.1.1 to administer the Scheme more efficiently or to reflect changes in technology or insurance industry practice;

6.1.2 to take account of a decision by a court, governmental body, ombudsman, Regulator, industry body or other similar body;

6.1.3 to take account of changes to Applicable Laws and Regulatory Requirements;

6.1.4 if in our reasonable opinion we are at material risk of becoming insolvent and this may be avoided by changing these Terms and Conditions and the changes are in the interests of our customers as a whole: and.

6.1.5 to take account of any changes to the Deed and Rules.

6.2 We will notify you in writing of any changes to these Terms and Conditions 30 days before the change takes effect where we are reasonably able to do so. Where this is not possible we will inform you as soon as we reasonably can.

7 TERMINATION

These Terms and Conditions shall remain in full force and effect until there are no longer any Participating Employers in your Section of the Scheme.