

Terms and Conditions

Together with the Declaration(s) of Trust and Rules, the Schedule of Benefits, the Payment Schedules, and the Employer Application form as applicable (collectively referred to as the "Documentation"), these Terms & Conditions constitute the entire "Agreement" between Welplan, the Corporate Trustee and Schemes Administrator, "Welplan" and you, "Employer". Welplan and the Employer are each referred to as a "Party" or collectively referred to as the "Parties". With effect from the Employer's original start date in the scheme as being either the date the first contribution was made or as shown on the Application Form where applicable ("Commencement Date"), the Parties have accepted and agreed to comply with the terms of this Agreement. This Agreement adopts the same definitions as those stated in the Documentation.

The full Declaration(s) of Trust and Rules are available on the Welplan website here: www.welplan.co.uk/trust-deeds-and-rules

1. Services

- 1.1. Scope of Services: Welplan agrees to provide employee benefits administration services to the Employer as outlined in the Documentation.
- 1.2. Changes to Services: Changes to the scope of services shall be subject to written agreement between the Parties, outlining the revised services, timelines, and associated fees, as applicable.
- 1.3. Changes to the Costs of Services: Changes to the costs of providing the employee benefits services may be revised in accordance with clause 5.3

2. Information and Privacy

- 2.1. Information Accuracy: The Employer agrees to provide Welplan with accurate and up-to-date information regarding its employees, including but not limited to personal and employment details, benefit preferences, and any other necessary data required for the provision of services.
- 2.2. Data Protection: Welplan shall handle all personal data provided by the Employer in compliance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and any laws which implement or supplement any such laws, and any laws that replace extend, re-enact, consolidate or amend any of the foregoing. Welplan shall maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of the data.

3. Privacy Policy:

- 3.1 Welplan shall maintain its privacy policy which outlines the procedures and measures employed to protect the privacy and confidentiality of personal data in accordance with applicable data protection laws ("**Privacy Policy**"). The Privacy Policy is available here: www.welplan.co.uk/disclaimer/privacy-policy/

4. Data Submission

- 4.1. Data submissions: Submissions, including any amendments to previous submissions, of all necessary data in relation to each Period must be received by Welplan within 5 working days from the end of each relevant Period as set out in the Payment Schedules ("**Data Submission Due Date**").
- 4.2. Consequences of late submissions:
 - 4.2.1. If the Employer fails to submit data by the Data Submission Due Date, costs of the services for the Period will be calculated using the data submitted by the Employer for the previous Period.
 - 4.2.2. Failure to provide up to date data by the Data Submission Due Date may result in claims not being paid and/or the Agreement being terminated as per clause 8.4.1.

5. Payment Terms

- 5.1. Payment Obligations:
 - 5.1.1. The Employer agrees to pay Welplan for the services rendered in accordance with the pricing and payment terms specified in the Documentation.
 - 5.1.2. Payment shall be made either:
 - 5.1.2.1. 30 days from the date invoice / return is issued: or
 - 5.1.2.2. by the Payment Due Date set out in the Payment Schedule.
- 5.2. Late Payments:
 - 5.2.1. In the event of late payment, the Employer shall be responsible for any additional costs incurred by Welplan, including but not limited to interest charges or reasonable collection fees.

- 5.2.2. If any amount payable pursuant to or in connection with this Agreement is not paid when it is due, Welplan may charge the Employer interest on the amount due at the rate of five per cent (5%) per annum over the base rate of the Bank of England from time to time calculated on a daily basis for the period from the due date to the date of actual payment in full, both before and after any judgment. The parties agree that such interest is a substantial remedy for late payment of any sum payable pursuant to or in connection with this Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.2.3. If payments are not received by Welplan within 30 days of the date set out under clause 5.1.2 Welplan is entitled to terminate the Agreement in accordance with clause 8.4.1. No further claims would then be payable by Welplan and the Employer will not be entitled to any refund of payments made prior to termination.
- 5.3. Changes to the prices:
 - 5.3.1. Welplan may change the prices in accordance with the powers afforded to Welplan as Corporate Trustee and Administration of the Schemes as set out in the Documentation. Welplan will notify the Employer in writing no less than one month before the new pricing is to be implemented and will issue the Employer with a revised Schedule of Benefits reflecting the changes.
 - 5.3.2. If the Employer wishes to terminate the Agreement due to a change in the prices they may give one months' notice in writing in accordance with clause 8.4.3.

6. Changing Your Cover

- 6.1. Minor amendments including starters, leavers, change in personal details, change of job title or Grade etc are managed via your data submission.
- 6.2. Amendments, including changes to salary, which result in a change to the level of cover for any benefits provided need to be approved by Welplan. If they are not approved the cover will remain at the level previously agreed.

7. Making a Claim

- 7.1. The Employer must notify Welplan of a claim as soon as practicably possible, and no less than:
 - 7.1.1. 30 days from the date of the sickness, accident or injury for Sick Pay claims.
 - 7.1.2. 30 days from the date of the application letter issued by Welplan for Permanent Total Disability Benefit claims.
 - 7.1.3. Sick Pay claims and Permanent Total Disability Benefit claims may be declined after the expiry of the above periods.
- 7.2. Assessing your claim: Welplan will assess all claims in accordance with the rules set out in the relevant Declaration of Trust and Rules. We may require further information, such as medical information, evidence of active employment or similar before a claim can be fully assessed.
- 7.3. Payment of claims:
 - 7.3.1. Death benefit claims will be paid directly to the awarded Beneficiaries.
 - 7.3.2. Sick Pay claims will be paid directly to the Employer wherever possible, and these payments should then be paid, to your employee through your payroll and subject to Tax and National Insurance.
 - 7.3.3. Permanent Total Disability Benefit claims will be paid directly to the Beneficiary wherever possible.
 - 7.3.4. Accidental Dismemberment Benefit claims will be paid directly to the Beneficiary wherever possible.

8. Term & Termination

- 8.1. This Agreement shall commence on the Commencement Date and shall continue for a period of 12 months ("**Term**") unless terminated pursuant to this clause 8.
- 8.2. Autorenewal: Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless either party gives the other written notice of termination no less than three (3) months prior to the expiration of the current term.
- 8.3. Termination for Convenience:
Either Party may terminate this Agreement for any reason by providing three (3) months written notice to the other Party.
- 8.4. Termination for Cause:
 - 8.4.1 Welplan may terminate this Agreement immediately if the Employer commits a material breach of the Agreement and such breach is not remediable;
 - 8.4.2 Either Party may terminate this Agreement immediately if the other Party is in material breach of any provision of this Agreement which remains uncured within (10) days of receiving written notice of the breach. Until such time that the breach is cured, or the contract is terminated, whichever is the earlier, Welplan shall be entitled to suspend the performance of its obligations;
 - 8.4.3 The Employer may terminate this Agreement on one (1) month's written notice if Welplan increase the prices in accordance with clause 5.3.
- 8.5. Force Majeure: Either Party may, upon notice to the other Party, terminate this Agreement in the event of a Force Majeure Event as defined in clause 11 that prevents, hinders or delays either party's obligations for more than fifteen (15) days.

- 8.6 Effect of Termination: Upon termination of this Agreement, Welplan shall promptly cease the provision of services to the Employer, and the Employer shall promptly settle any outstanding payments owed to Welplan.
- 8.7 Survival: The provisions of this Agreement that, by their nature, are intended to survive termination (including but not limited to confidentiality, indemnification, and limitation of liability) shall continue to apply after termination.

9. Limitation of Liability

- 9.1. Exclusion of Consequential Damages: To the maximum extent permitted by law, Welplan shall not be liable to the Employer for any indirect, consequential, special, or punitive losses, damages or expenses arising out of or related to this Agreement.
- 9.2. Liability Cap: The total liability of Welplan arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the sum of £100,000.

10. Confidentiality and Intellectual Property

- 10.1. Confidentiality Obligations: Welplan and its employees shall maintain the confidentiality of any confidential information received from the Employer during the course of providing services. This obligation shall continue even after the termination of this Agreement.
- 10.2. Intellectual Property: Any intellectual property created or developed by Welplan in the course of providing services shall remain the property of Welplan, unless otherwise agreed upon in writing between the Parties.

11. Force Majeure

- 11.1. If the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any cause beyond a party's reasonable control, including any flood, pandemics, epidemics, riot, act of government, act of terrorism (cyber or physical) or fire (each, a "Force Majeure Event"), that Party shall be excused from such performance to the extent, including for the duration of time, that such Party is prevented, hindered or delayed by such Force Majeure Event.
- 11.2. In the event a Party becomes aware of a Force Majeure Event that will affect its performance under this Agreement, such Party shall so notify the other Party as soon as practicable. The Parties shall thereafter work together to take reasonable steps to mitigate the effects of any inability to perform or degradation of performance, if practicable, and to recommence performance whenever and to what extent possible, including through the use of alternative resources.

12. Notices

- 12.1. Notices: Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
- 12.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at such party's registered office (if a company) or such party's principal place of business (in any other case); or
 - 12.1.2. sent by email to the recipient(s) stipulated in the Documentation.
- 12.2. Any notice shall be deemed to have been received:
- 12.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 12.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
 - 12.2.3. if sent by email on a working day before 4pm, on that day, otherwise the following working day, provided it is successfully transmitted or sent (unless a transmission error or other evidence of delivery failure has been received by the sender).
- 12.3. This clause 12 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

13. Complaints

- 13.1. Complaints Handling: The Parties agree to follow the complaints procedure, as set out on the website www.welplan.co.uk/disclaimer/complaints-procedure ("**Complaints Procedure**") to address any concerns or complaints raised by the Employer or employee regarding the services provided.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement, including any attachments or addenda, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations.
- 14.2. Update: Welplan reserves the right to update these Term and Condition from time to time. Any such modifications shall be communicated to the Employer in writing (either electronically or in hard-copy).
- 14.3. Compliance with Laws: The Parties shall perform their obligations under this Agreement in accordance with all applicable laws, regulations, and industry standards of the United Kingdom.
- 14.4. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.