

Employer Terms and Conditions

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

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What's inside

When you sign up to NEST online, you'll need to read and agree to our Employer Terms and Conditions.

This document contains:

Employer Admission Agreement

This is the agreement you sign to confirm that you agree to NEST's Employer Terms and Conditions.

NEST's Trustee Determination

This sets out the requirements the Trustee has decided it will need from employers to run NEST efficiently.

Employers must agree to this if they want to use NEST to meet their employer duties.

The Determination adds more detail to the requirements set out in Rule 6.2 of the Rules and is updated from time to time.

Other things to consider

Although not included in this document NEST's Order and Rules also form NEST's Employer Terms and Conditions.

NEST's Order¹ is the legal document that establishes the scheme. The Rules² document sets out how the scheme is designed and operates.

You can find the [NEST Order and Rules](#) on our website.

Rule 6.2 of the Rules outlines what the Employer Terms and Conditions are made up of. In summary it says the employer must:

- comply with the obligations on employers set out in the Order and the Rules
- comply with the requirements relating to the efficient administration of the scheme set out in the Trustee Determination
- nominate the Employers' Panel to represent the employer in carrying out the panel's functions. This includes giving the Trustee or the panel any assistance or advice they may need to operate, develop or amend NEST.
- make payments to the Trustee in line with the payment schedule they have agreed to and pay any charges in line with the *Schedule of Employer Charges*.



Look out for these boxes

To help you understand some of the legal language in this brochure, we've included some key points. You'll see them alongside the legal text labelled:

What you need to know

These sections are for your information.

What you need to do

These sections tell you about actions you'll need to take.

Where a box has no heading, it continues from the previous section.

We've taken care to make sure the key points provide a clear explanation of the legal wording in the two documents and some additional information we think might be helpful. They don't cover everything and if there is any dispute or inconsistency, the wording of the Employer Admission Agreement and Trustee Determination will always take priority.

If you have any questions about setting up and managing your NEST account you'll find answers in our [help centre](#) on our website.

¹The National Employment Savings Trust Order 2010

²Rules of National Employment Savings Trust

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 Rules is reproduced in the 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 March 2018.



What you need to know

If you agree to NEST's Employer Admission Agreement you confirm that you:

- want to use NEST
- agree to accept our terms and conditions
- understand that our terms and conditions are made up of NEST's Order and Rules and NEST's Trustee Determination
- understand that the Trustee's obligations to employers are set out in NEST's Order and Rules
- understand that the requirements in paragraph 2 of the Admission Agreement refer to the requirements set out in the Trustee Determination.

Words and expressions with a technical meaning are defined in the glossary on page 9.

Agreement to 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 2018, the General Data Protection Regulation 2016 and the Privacy & Electronic Communications Regulations 2003;

(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 Employers' Panel to represent the Employer in the exercise of the functions conferred on the Employers' 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.



What you need to know

This is a contract between you and NEST.

You can use NEST if you agree to follow:

- your responsibilities as set out in the Order and Rules
- the Trustee's requirements to:
 - give us information about you and your workers
 - for those workers who are eligible for tax relief, give us the information we need to claim money back from the government on their contributions
 - help us communicate with you electronically and process information 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 Employers' Panel
 - make scheduled payments to NEST
 - pay any fees set out in the Schedule of Employer Charges on page 38.

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;

"Employers' 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 (SI 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 and that has not terminated its participation nor had its participation terminated by the Trustee under Rule 6.4.5;



What you need to know

Some of the words and phrases used in this section have specific technical or legal meanings. You can find explanations of these in the glossary.

We've also provided key points explaining some of the words and phrases.

➤ **Employers' Panel**

A panel of individuals including employers who use NEST. The panel will represent the views of employers using NEST on issues such as how NEST is run.

"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 the 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.



➤ Trustee

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

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 its Rule 6.2.2 power of determination.



What you need to know

So we can run NEST efficiently, the Trustee has decided the requirements employers should agree to if they want to use NEST to meet their employer duties. This is known as NEST's Trustee Determination.

01 Interpretation

Determination

Interpretation

In this Determination the following words and expressions have the following meanings:

"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 (SI 2010/772);

(b) in relation to Northern Ireland, the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations (Northern Ireland) 2010 (SR 2010/122);

Automatic enrolment affected the largest organisations first, followed by medium and smaller organisations in the following years until 2018.



What you need to know

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

We've set out key points explaining some of these words and phrases to help you understand them.

➤ Automatic Enrolment Regulations

Starting from October 2012, employers need to automatically enrol certain workers into a workplace pension scheme and make contributions for them. This means they're not asked if they want to be enrolled but they'll be told it's happening.

Along with the Pensions Act 2008, these regulations set out how this process will work.

Automatic enrolment affected the largest organisations first, followed by medium and smaller organisations in the following years until 2018.

"Contribution Arrangements" means, in relation to a Member,

- (a) arrangements by the Trustee in respect of that Member under article 19(6A) 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 of 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(6A) of the Order);

"Currently Employed Member" means a Member who, in relation to an Employer:

- (a) is currently in its employment; and
- (b) 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;

"Employer" means:

- (a) In relation to Great Britain, an employer for the purpose of section 88(7) of the 2008 Act; or
- (b) In relation to Northern Ireland, an employer for the purposes of section 70(7) of the 2008 NI Act
who applies to be admitted as a Participating Employer;

"Employers' Duties" means the duties set out in:

- (a) in relation to Great Britain, sections 2 to 9 of the 2008 Act; and
- (b) in relation to Northern Ireland, sections 2 to 9 of the 2008 NI Act;



➤ Contribution arrangements

This term is used when someone who is already a member of NEST is enrolled into NEST again. This might happen when the member has changed employers and their new employer enrolls them into NEST. It might also happen when they stop making contributions and then are enrolled again at a later date with the same employer.

Once a worker becomes a member of NEST they don't need to become a member again, for example when joining a new employer, as each member only has one account. This single account can be contributed to by any number of employers and stays with the member until they take all of their money out of NEST.

You'll find this technical term in NEST's Order and Rules, but it's not one that you need to be familiar with to use the scheme from day to day.

➤ Employer Duties

Starting in October 2012 employers need to provide access to a pension scheme for their workers. Different duties apply in respect of different types of worker depending on their age and earnings.

You can get more information about employer duties on the **Pensions are changing** page on our website.

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

"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 2010/4);

(b) in relation to Northern Ireland, the Employers' Duties (Implementation) Regulations (Northern Ireland) 2010 (SR 2010/123);



➤ Enrolment Information

This is the information you're legally required to give your workers within six weeks of their automatic enrolment date. It includes:

- information about the scheme
- a statement that the worker will be automatically enrolled or, if they opt into NEST, enrolled.
- what the contributions are
- information about their right to opt out.

You'll find **communication materials** to help you with this duty on our website.

➤ Implementation Regulations

These rules describe how employer duties will come into effect.

These rules also set out when minimum contributions will be brought in and that they will increase over time. This is known as 'phasing'.

You can find more information about the levels of minimum contributions on **The Pension Regulator's website**

"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 for any Jobholder the information listed in regulation 3 of the Automatic Enrolment Regulations;

"Log-In Credentials" means the username, password and any other information which enables the Employer's primary contact and secondary contact or contacts (referred to in paragraphs 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;

"Membership" means being a Member;

"Member Online Account" means that part of the Scheme's website which a Member may use to provide data to the Trustee;

"Online Services" means that part of the Scheme'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 as set out in accordance with paragraph 5.1.1 below;



➤ Jobholder

A worker who works or usually works in the UK, is aged at least 16 and under 75 and has earnings that fall into the qualifying earnings band. This includes individuals that are agreeing to join the scheme as part of their contract of employment or other agreement.

The qualifying earnings band is between £6,032 to £46,350.

Starting from 2012, a jobholder aged at least 22 and under State Pension age who earns more than £10,000 qualifies for automatic enrolment into NEST or another qualifying pension scheme.

Jobholders outside that age range or within that age range but earning up to £10,000 can ask to be enrolled and employers must make contributions for those workers.

These figures apply to the 2018/19 tax year and will be reviewed every year by the government.

➤ Jobholder Information

This is the information that employers must give NEST about the jobholders they enrol into the scheme. If the workers are agreeing to join the scheme as part of their contract of employment or another agreement, employers must gain consent before providing this information.

"Opt Out Notice" has the same meaning as in regulation 1(2) of the Automatic Enrolment Regulations;

"Order" means The National Employment Savings Trust Order 2010 (SI 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 and that has not terminated its participation nor had its participation terminated by the Trustee under Rule 6.4.5;

"PAYE Reference Number" has the same meaning as in regulation 1(2) of the Implementation Regulations;

"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;

"Relevant UK Individual" means an individual to whom section 189 of the Finance Act 2004 applies;

"Rules" means the rules made under section 67 of the Pensions Act 2008 from time to time in force and "Rule" shall be construed accordingly;



➤ Opt-Out Notice

If a member wants to opt out of NEST they'll need to do this within one month of being enrolled by their employer. When we send members their welcome letter shortly after they've been enrolled we tell them when their opt-out period ends. If members have been enrolled as part of their contract of employment or another agreement, they won't have a right to opt out.

You can find more information on how our opt-out process works later in this document in sections 3.11 and 8.1.

➤ Relevant UK Individual

These people are usually eligible for tax relief on their pension contributions. To be a Relevant UK Individual a person will need to meet one of the following criteria:

- have UK earnings chargeable to income tax
- be resident in the UK in the tax year they make the contribution
- have been resident in the UK when they joined the pension scheme and at some point in the five tax years prior to the tax year in which they made the contributions
- they, or their spouse or civil partner, have taxable earnings from overseas Crown employment in the tax year in which they make the contribution.

We'll assume all workers are eligible for tax relief. You'll have to let us know if they're not.

"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;

"Duty Start Date" has the same meaning as 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;

"Web Services" means the facility which the Trustee makes available to payroll and other software solutions to exchange information electronically;

"Worker":

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



➤ Worker

A person who has a contract of employment or a contract of service. They could work full-time, part-time or be an agency worker. The contract doesn't have to be in writing but can be verbal.

➤ Worker without qualifying earnings (WWQE)

A worker working in the UK and aged at least 16 and under 75 earning £6,032 or less per year in 2018/19 terms. These workers are also sometimes referred to as entitled workers.

➤ WWQE information

This is information that employers must give NEST about the WWQEs they enrol into the scheme.

02 Information about the terms we use

2. In this Determination the following apply:

2.1 References to provisions of the 2008 Act or the 2008 NI Act or any regulations or rules made under either of them are treated as applicable (a) to any Employer for any period before the Employer's Staging Date, and (b) any Employer in respect of a Member who has been admitted to the Scheme in accordance with article 19(2A) of the Order and other than in accordance with sections 2 to 9 of the 2008 Act or sections 2 to 9 of the 2008 NI Act.

References in the following paragraphs are excluded from this principle:

2.1.1 3.3.1 (in so far as it relates to the information referred to in regulation 3(1)(e) of the Automatic Enrolment Regulations);

2.1.2 3.3.2 (in so far as it relates to the information referred to in Schedule 2 paragraphs 1 to 15 and paragraph 24 of the Automatic Enrolment Regulations);

2.1.3 3.11;

2.1.4 3.12; and

2.1.5 8.1.

2.2 A reference to any legislation includes (where appropriate) any legislation for the time being in force which replaces, amends or supplements it.



What you need to know

Because NEST is set up as a pension scheme that employers can use to meet their employer pension duties, we often talk about the legislation of those duties when they don't apply or before they begin. If you use NEST when the duties don't apply or before your duties begin we'll run NEST mostly as if the duties did apply, even though the legislation doesn't.

We've excluded some of the rules where they relate to actions that can't legally be carried out until the legislation comes into force. For example, we won't apply the opt-out processes.

03 Admission of Members and administration of Members' Pension Accounts

3. In accordance with Rules 6.2.2(a) and 6.2.2(f) as appropriate, 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 for that person to be admitted to Membership and to enable the Trustee to administer the Member's Pension Account and in relation to any Third Party (as defined in paragraph 3.1.8) acting on behalf of the Employer:

Information about the Employer and Third Parties acting on its behalf

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 the Scheme as the Employer's primary contact.

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

3.1.5 The Employer's Staging Date, if known.

3.1.6 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.

3.1.7 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.

3.1.8. Where the Employer has nominated a third party to act as its secondary contact pursuant to paragraph 3.1.4 or where the Employer elects to authorise or nominate or request the assistance of or rely upon a third party for the purposes of submitting data or information, making payments or in any other manner interacting with the Trustee and/or the Scheme (the 'Third Party'), the Employer accepts and warrants that the Third Party is authorised to act on the Employer's behalf by reference to all of that Third Party's dealings with the Trustee and/or the Scheme.



What you need to know

To use NEST we'll need certain information, such as the full legal name of your organisation, its official address and your staging date.

You also need to let us know how you'll pay contributions to NEST.

When your organisation is set up with NEST online we ask for these details.

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 relation to 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 The percentage rate and the measure of earnings or pay on which contributions are calculated.

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



What you need to know

To use NEST we need information about the contributions you'll make to your workers' retirement pots.

This information is used to create a payment schedule. This is a formal agreement between you, as an employer, and NEST Corporation.

A payment schedule details the contributions you'll make, the contributions your workers will make and how often and when they'll be paid.

In any pension scheme if you don't pay contributions in line with your payment schedule you might be reported to The Pensions Regulator. For example if you pay contributions late or don't pay enough. If you don't need to pay full contributions for a worker, for example, because they've left your employment or are on family leave, you'll need to let us know this by the date we're expecting the payment.

What you need to do

You'll set up your payment schedule as you go through the steps of setting up your NEST online account and can amend it later if you need to. You'll find guidance on how to do this in our [help centre](#) on our website.

Information about Workers

3.3 The Employer:

3.3.1 shall provide the Trustee with 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:

3.3.1.1 If the Worker is a Jobholder, all the Jobholder Information in relation to the Jobholder.

3.3.1.2 If the Worker is a Jobholder, confirmation that all the Enrolment Information in relation to the Jobholder has been given to the Jobholder.

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

3.3.1.4 If the Worker is admitted to the Scheme in accordance with article 19(2A) of the Order (and not under sections 2 to 9 of the 2008 Act or sections 2 to 9 of the 2008 NI Act), all the Jobholder Information in relation to that Worker whether or not he or she would otherwise meet the criteria of a Jobholder;

3.3.2 agrees and confirms that no Worker is nor will any Worker be a qualifying person within the meaning of the Occupational Pension Schemes (Cross-border Activities) Regulations 2005 (SI 2005/3381) or the Occupational Pension Schemes (Cross-border Activities) Regulations (Northern Ireland) 2005 (SR 2005/581); and



What you need to do

We'll need some information about each worker you enrol into NEST. This is generally fairly basic information, for example their name, address and date of birth.

Workers also fall into different categories depending on their age and earnings, and the information you need to give us depends on the category.

We'll help you find the right category with online guidance during enrolment.

You'll also need to give your workers certain information about NEST and their membership in NEST, unless they join the scheme as part of their contract of employment or another agreement. We'll ask you to confirm that you've given them this information. We've prepared guidelines to help you with this. We also provide letter templates with all the information you'll need to give. We've included decision trees to help you work out what information you need to give each worker. You can find out more about informing your workers by searching the NEST website for our [communication materials](#).

3.3.3 agrees and confirms that no Worker will be admitted to the Scheme in accordance with article 19(2A) of the Order and so other than pursuant to sections 2 to 9 of the 2008 Act or sections 2 to 9 of the 2008 NI Act unless the Worker has provided his or her consent (in whatever form as the Employer may determine) to join the Scheme.



When you enrol a worker into NEST you'll need to confirm that they're not subject to the social or labour laws of a European Economic Area (EEA) country other than the UK. Generally, if their contract with you is governed by UK employment law and they pay tax and National Insurance in the UK, the social and labour laws of another EEA country are unlikely to apply to them. If they do we can't accept them into NEST.

If you're unsure you might want to seek legal advice.

Changes in information

3.4 The Employer shall notify the Trustee of any change in the information provided under paragraph 3.1 or paragraph 3.2 above promptly after the Employer becomes aware that the change has occurred and, if possible, in advance of the change taking effect.

3.5 The Employer shall notify the Trustee promptly if any Currently Employed Member of the Scheme:

3.5.1 ceases to be employed by it or exercises the option under Rule 12.2 to cease paying contributions to the Scheme or;

3.5.2 becomes a qualifying person within the meaning of the Occupational Pension Schemes (Cross-border Activities) Regulations 2005 (SI 2005/3381) or the Occupational Pension Schemes (Cross-border Activities) Regulations (Northern Ireland) 2005 (SR 2005/581).



What you need to do

If any of the employer or contribution information you've given us changes you must let us know immediately so we can update our records.

This includes:

- any information listed under *Admission of Members and administration of Members' Pension Accounts* on page 19
- information on contributions – if possible let us know in advance
- your confirmation that a worker isn't subject to the social or labour laws of an EEA country other than the UK.

3.6 The Employer shall, in relation to Members of the Scheme who are Currently Employed Members, notify the relevant Member promptly if the Employer becomes aware that any information provided under paragraphs 3.3.1, 3.3.3 or 3.3.4 above in relation to that Member has been incorrectly provided, has changed, is inaccurate or is incomplete. The Employer shall ask that Member where appropriate to promptly notify the Trustee of the new, correct or complete information.

This provision shall not apply where the Employer has provided notification in respect of the relevant information to the Trustee under paragraph 3.7 or 3.8 below.

3.7 Subject to paragraphs 3.8 and 3.9, the Employer may, in relation to Members of the Scheme who are Currently Employed Members, notify the Trustee promptly if the Employer becomes aware that any information provided under paragraphs 3.3.1, 3.3.3 or 3.3.4 above in relation to a Member has been incorrectly provided, has changed, is inaccurate or is incomplete. Where appropriate the Employer may promptly notify the Trustee of the new, correct, or complete information. The Employer may exercise this option only:

3.7.1 where that Member has not switched on their Member Online Account; and

3.7.2 where such notification is made within six weeks of the date the information was first notified to the Trustee by the Employer.

3.8 The Employer may provide notification under paragraph 3.7 at any time where the notification is in relation to a Member's national insurance number.

3.9 Where notification is given under paragraphs 3.7 or 3.8 above, the Trustee may seek verification from the relevant Member before implementing any changes to the information.



What you need to do

If you realise that the member information you provided when you enrolled your workers needs to be corrected or updated, you must let the member know and ask them to inform us.

You can let us know of any changes that need to be made within six weeks of the date you provided the information as long as the member hasn't already confirmed the information by logging into their NEST account for the first time. After that, any changes will need to be made by the member. The only exception is that you can provide us with or amend a member's National Insurance number at any time.

Once we've received notification from you we may check with the member first before changing their information.

If a worker leaves your organisation or stops making contributions, you should let us know as soon as possible.

Keeping our records up to date helps us to keep in touch with members so they can get information we send them at the right time.

Notification of events affecting the Employer

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

3.10.1 the Employer's Staging Date, once known; and

3.10.2 a decision by the Employer to cease to pay contributions to the Scheme in respect of or on behalf of all Members employed by the Employer;

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

In relation to any such event, the Employer shall promptly provide the Trustee with whatever additional information the Trustee may reasonably request.



What you need to know

The Pensions Regulator will write to you to let you know when your duties start. As soon as you get this letter, you can start setting up with NEST.

If any insolvency proceedings start against your organisation, we'll need some information from you about this.

If you decide to stop paying contributions to NEST permanently, for any reason, you'll need to let us know straight away.

➤ **Letting us know opt-out information**
Members can opt out through our website or over the telephone. Based on our research we expect most members will use one of these methods. Find out more about this in section 8.1 on page 34.

If you receive a paper opt-out notice from a member, you'll need to check the form is valid and let us know, via your contribution schedule.

If you receive an invalid opt-out notice, the member's opt-out period is automatically increased from one month to six weeks. If you later receive a valid opt-out notice from the same member please let us know via your contribution schedule.

When we process an opt out refund, we'll refund the same amount of contributions we've received from you. This is because during the opt-out period contributions aren't invested but kept in a cash account.

If you receive a valid opt-out form but don't let us know straight away, we may invest the contributions. If this happens and there's a fall in the value of the investment, the refund we pay may be lower than the value of the contributions paid. If you received a valid opt out notice from the member, you might be legally required to refund their contributions in full.

Opt out information

3.11 If the Employer receives an Opt Out Notice from a Member employed by the Employer which is valid for the purpose of regulation 9(6) of the Automatic Enrolment Regulations, the Employer shall promptly notify the Trustee that the Employer has received a valid Opt Out Notice.

3.12 If having received an invalid Opt Out Notice from a Member employed by the Employer, the Employer subsequently receives a valid Opt Out Notice the Employer shall promptly notify the Trustee that the Employer has received a valid Opt Out Notice from the Member.

3.13 In relation to a notification under paragraphs 3.11 or 3.12 the Employer shall include the following information:

3.13.1 the Member's full name;

3.13.2 the Member's national insurance number or date of birth; and

3.13.3 the NEST unique identification number provided on that Member's opt out form.

3.14 Failure to promptly supply the information in paragraphs 3.11 and 3.12 may result in the value of contributions returned to the Employer being less than the value of the contributions paid by the Employer to the Trustee.

Accuracy and completeness of information

3.15 The Employer shall send the Trustee accurate and complete data and 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, 3.4, 3.5, 3.6, 3.7, 3.8, 3.10, 3.11 or 3.12 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 correct the data previously supplied or assist the Trustee in doing so.



What you need to know

You must make sure you send us accurate and complete information in the format we need to process it.

If you realise that any information you've given us is inaccurate or incomplete you'll need to let us know as soon as possible. This includes:

- information listed under *Admission of Members and administration of Members' Pension Accounts* on page 18
- information on contributions
- information about any workers that you've enrolled
- any information in relation to opt-out forms you've received.

Holding correct and complete information helps us to keep our costs low and provide a good and efficient service to you and your workers.

04 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 apply, and otherwise paragraph 4.1.3 applies.

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 or, (b) despite being 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.



What you need to know

NEST can only claim tax relief on a member's contributions if you provide their valid National Insurance number or you confirm that they're an overseas national awaiting allocation of a National Insurance number and you subsequently provide that number to NEST.

As long as you provide a National Insurance number or the overseas national confirmation mentioned above, NEST assumes any workers you enrol into the scheme are eligible for tax relief on their contributions, unless you tell us otherwise.

Your workers will normally be eligible for tax relief, even if they don't pay income tax.

This means that for workers who don't earn enough to pay income tax, you'll need to calculate their contributions as if you were deducting basic rate income tax.

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.

4.2 In respect of each Member employed by the Employer who is a Relevant UK Individual 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.

4.3 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.

4.4 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 must notify the Trustee of that cessation within 30 days after the Employer becomes aware that it has occurred.



Although it's unlikely to happen, if a member stops being eligible for tax relief while you employ them, you must let us know within 30 days of finding this out. You'd also need to begin calculating and deducting the full worker contribution from their net pay, ignoring tax relief.

05 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 2018, the General Data Protection Regulation 2016 and the Privacy & Electronic Communications Regulations 2003.

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:

5.1.1.1 directly;

5.1.1.2 via Secure File Transfer Protocol in files of the type specified on the Scheme's website, or

5.1.1.3 via Web Services.

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 action it promptly if required.



What you need to know

NEST has a specific set of rules around how we use online communications and how we process information. These comply with the Data Protection Act 2018, the General Data Protection Regulation 2016 and the Privacy & Electronic Communications Regulations 2003.

You'll have your own secure mailbox for your NEST account where we'll send all our communications to you. We'll send a message to the email address you've given us to let you know what's been sent to your NEST mailbox that day.

Many of the emails we send you are important so you'll need to read and take action where necessary as soon as possible.

You can enrol members and provide contribution information through your online account (either manually or by uploading files) or by sending files to us using secure file transfer. If you use secure file transfer, you can choose to collect confirmation files about member enrolments, contribution information submissions, and details of members who have opted out or ceased contributions. Your payroll software may also be used to send enrolment and contribution information to NEST and exchange and receive information from NEST.

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 volume of data being processed and the ability of the Employer to communicate with the Trustee electronically.

Almost everything you do with NEST can be managed online. This puts you in control, makes administration easy and helps us to provide a high-quality, low-cost pension scheme.

If special circumstances mean you can't contact us online, we'll consider other ways of getting in touch.

Communicating and providing services online means that we can keep costs down. It also helps us deliver our services quickly and efficiently to you and your workers.

06 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, or (b) 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 3.1.6.

6.3 For any period where contributions are payable to the Scheme by the Employer in respect of a Member and on behalf of that Member, the Employer must pay both contributions to the Scheme at the same time except as otherwise permitted by the Trustee.



What you need to know

You can choose how to make payments to NEST, such as the contributions for your workers. The most reliable way to do this is by Direct Debit. You can also do it by debit card.

When we make a payment to your bank account we'll do this by BACS.

If you're making employer contributions and member contributions for the same period, you'll need to pay both at the same time.

We only accept payments in pounds sterling from UK bank accounts.

07 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 the Scheme's website in place from time to time.

7.2 The Employer agrees to ensure that the Employer's primary contact and secondary contact or contacts (referred to in paragraphs 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 paragraph 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 its 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.



What you need to know

NEST has specific terms of use for our website, which you'll need to follow. You can find these on the [Legal](#) page of our website.

We may change our website terms of use from time to time.

What you need to do

When you start using NEST you'll give us contacts for your organisation. You must make sure they keep their login details confidential and if any of their details change you need to let us know as soon as possible. This includes cancelling existing or adding new contacts.

You can do this by logging into your online NEST account and clicking the 'Organisation details' option to edit your primary contact. Alternatively, you can choose the 'Manage delegates' option to update the details of any other delegates.

08 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:

Opt outs

8.1 By applying to be admitted to participation the Employer authorises the Trustee to accept as the Employer's agent any Opt Out Notice given electronically by a Member to the Trustee instead of to the Employer personally. This authorisation shall continue to apply in respect of any such Opt Out Notice received by the Trustee after the date the Employer ceases to be a Participating Employer.

Ceasing contributions

8.2 The Employer shall:

8.2.1 ensure that all requests to cease paying contributions under Rule 12.2 provided to it by Members of the Scheme are either provided in writing and signed and dated by the Member or, if sent electronically, contain a statement that the Member personally submitted the request; and

8.2.2 in respect of such requests, retain for a period of six years starting from the date of receipt of such request by the Employer and, if asked to by the Trustee within that six year period, provide a copy of such requests as determined by the Trustee.



What you need to know

➤ Opt-outs

Members can opt out through our website or through our interactive voice processes over the telephone. Based on our research we expect members to use these processes to opt out. They are easy to use and reduce administration costs for both you and us.

The law says you must receive the opt-out notice from the member, so we need you to agree to NEST Corporation acting as your agent in receiving these. Accepting our terms and conditions confirms your agreement to NEST Corporation acting as your agent in receiving such opt-out notices. This includes when a member opts out after you stop using NEST.

Members can also opt out by giving you a valid paper opt-out notice.

Providing information to Members

8.3 The Employer shall, in relation to Members of the Scheme:

8.3.1 who are currently in its employment; and

8.3.2 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, provide information in relation to the Scheme and their Membership as requested by the Trustee.

Termination of the Employer's participation in the Scheme

8.4 If the Employer:

8.4.1 has not made any contributions to the Scheme either in respect of or on behalf of any Member for a continuous period as determined by the Trustee, or

8.4.2 notifies the Trustee that it has ceased or with effect from a specific date will cease payment of contributions to the Scheme,

the Trustee may give the Employer written notice that its participation in the Scheme shall be terminated with effect from such date as the Trustee shall specify in the notice, which shall not be less than 3 months from the date of the notice.

If the Employer has not made any further contributions in respect of or on behalf of any Member before such date as the Trustee may determine, the Employer shall cease to be a Participating Employer with effect from the date notified by the Trustee.



What you need to know

➤ Providing information to members

We might need you to pass on membership information to workers you've enrolled into NEST who are still employed by you. We'll let you know when we need you to do this and what you need to tell them.

➤ Termination of the Employer's participation in the Scheme

We will review the frequency of contribution payments you make to NEST. We may decide to cease your participation in NEST if:

- you have not made any payments for an extended period, or
- have notified us that you will stop or have stopped paying contributions for your workers.

We'll give you at least 3 months' notice before your participation in NEST is ceased.

Law and Jurisdiction

8.5 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.



What you need to know

➤ Law and Jurisdiction

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.

09 Changes to requirements

9. Any of the above requirements may at any time be amended, revoked or replaced by the Trustee for the purpose of the efficient administration of the Scheme as provided for in Rule 6.2. Unless the Trustee determines that the circumstances are exceptional, the Trustee shall give Participating Employers (via the Employer's primary contact) not less than 28 days' notice of any change to the above requirements.

This Determination pursuant to Rule 6.2.2 is effective from 28 May 2018 and on and from that date replaces all previous determinations under that rule.

Adopted March 2018.



What you need to know

In the future we may need to change our terms and conditions.

We would generally do this if the law changed, or to improve the efficiency of our administration and management.

Unless we need to make a change urgently, we'll always give you 28 days' notice of any changes before they take effect.

Helen Dean
CEO NEST Corporation

Schedule of Employer Charges

NEST can charge employers to recover administrative costs caused by them. For example, we may incur a cost if an employer doesn't pay contributions in full, on time, or doesn't pay by Direct Debit.

Currently we've decided not to use employer charges but we may do so in the future.

Further information

Managing workers who want to stop contributing

Your workers can stop contributing to NEST if they want to. They'll need to tell you if they want to take a contribution break.

If this happens you should tell us they're stopping contributions in your next contribution schedule.

If a worker takes a contribution break, all previous contributions to their retirement pot will stay invested with NEST. The worker will remain a member of NEST until the time they take all of their money out of the scheme.

How to stop using NEST

You can stop using NEST at any time by letting us know and making sure you've paid any contributions due. You'll need to give us at least 28 days' notice.

If you want to start using NEST again in the future, you can do so at any time but you'll need to start at the beginning of the set-up process.

Financial crime

NEST is covered by UK law and is designed to operate within the UK legal structure. NEST isn't currently subject to the Money Laundering Regulations 2007. In the everyday running of NEST, we carry out various checks to protect the scheme and its members against Financial Crime.

How we deal with complaints

Things can go wrong from time to time. When that happens, our aim is to resolve your complaint in an efficient, fair and timely way.

How we handle your complaint depends on whether it concerns the NEST pension scheme or NEST Corporation in its capacity as the public body that acts as the Trustee of the NEST pension scheme.

If you have a complaint about the NEST pension scheme, you can tell us about it:

Online:

You, or a delegate with the appropriate level of access, can [log into your account](#) from our website and select 'Raise a complaint'. Alternatively you can send us a secure message via your NEST mailbox.

By phone:

call us on **0300 020 0393**

In writing:

NEST
Nene Hall
Lynch Wood Business Park
Peterborough
PE2 6FY

Information we'll need:

- the facts relating to the complaint or dispute
 - whether the matter is known to have been brought to the attention of any other regulatory authority (such as the Pensions Ombudsman)
- We'll confirm receipt of your complaint within five working days and aim to resolve it within 20 working days.

- whether any legal proceedings are known to have commenced in relation to the same subject matter
- any relevant documents and correspondence.

If you feel your concern hasn't been dealt with in full, you can follow our dispute procedure. Further information on [how we handle complaints](#) and disputes is available on our website.

If you have a complaint about NEST Corporation who is the Trustee of the NEST pension scheme, you'll need to send it to us in writing. You can do this either through the post or by email to:

Secretariat team
NEST Corporation
10 South Colonnade
Canary Wharf London
E14 4PU

Email:

secretariat@nestcorporation.org.uk

Information we'll need:

- your title and full name
- your contact details including a phone number, full postal address and an email, if possible
- your address
- details of your complaint and any evidence you may wish to provide.

Find out more about how we'll deal with your complaint in our [Formal complaints about NEST Corporation](#) (PDF).

What other help is available?

The Pensions Regulator (TPR)

The Pensions Regulator (TPR) is the UK regulator of work-based pension schemes. It works with trustees, employers, pension specialists and business advisers to protect members' benefits and encourages high standards in running pension schemes. TPR is able to intervene in the running of schemes where trustees, providers or employers have failed in their duties. You can find helpful information about [TPR](#) on their website.

Contact details:

The Pensions Regulator
Napier House
Trafalgar Place
Brighton
East Sussex
BN1 4DW

Email: customersupport@tpr.gov.uk

The Pensions Ombudsman

If you're still not satisfied once your complaint has gone through our dispute procedure you can take your case to the [Pensions Ombudsman](#).

They may investigate and determine disputes in relation to an occupational pension scheme such as NEST.

Contact details:

The Pensions Ombudsman
10 South Colonnade
Canary Wharf
E14 4PU

Tel: **0800 917 4487**

Email:
enquiries@pensions-ombudsman.org.uk

NEST
Nene Hall
Lynch Wood Business Park
Peterborough
PE2 6FY

nestpensions.org.uk/contactus