

DATED

ADMISSION AGREEMENT

between

WORCESTERSHIRE COUNTY COUNCIL

and

[.....]

and

[.....]

CONTENTS

CLAUSE

1.	Interpretation.....	1
2.	Commencement and duration of Agreement	4
3.	Admission	4
4.	Effect of the Regulations	4
5.	Participation.....	4
6.	Payments.....	5
7.	Transferee Admission Body's undertakings	7
8.	Revision of employer's contribution rate and termination payments	8
9.	Indemnity or bond from Transferee Admission Body.....	8
10.	Termination.....	9
11.	Notices	10
12.	Public inspection	10
13.	Severance	10
14.	Disputes	11
15.	Third party rights.....	11
16.	Applicable law.....	11
17.	Counterparts.....	11

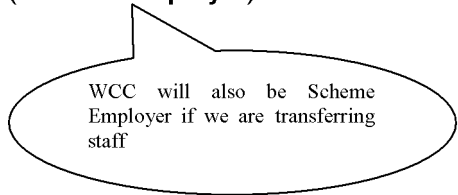
SCHEDULE

SCHEDULE	ELIGIBLE EMPLOYEES.....	12
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THIS DEED is dated [DATE]

PARTIES

- (1) Worcestershire County Council of County Hall, Spetchley Road, Worcester, WR5 2NP (**Administering Authority**).
- (2) [.....] (Registered company number:.....) of [insert reg office] (**Transferee Admission Body**).
- (3) of (Registered Company Number) of [insert reg office] (**Scheme Employer**).



WCC will also be Scheme Employer if we are transferring staff

BACKGROUND

- (A) The Administering Authority is an administering authority within the meaning of the Administration Regulations. It administers and maintains the Fund.
- (B) The Scheme Employer is also a scheme employer within the meaning of the Administration Regulations.
- (C) The Transferee Admission Body is a transferee admission body within the meaning of regulation 6(2)(a)(i) of the Administration Regulations.
- (D) With effect from [DATE], the Transferee Admission Body will provide services or assets in connection with the functions of a Scheme Employer as a result of a transfer of services or assets by means of the Contract.
- (E) The parties have agreed to enter into this admission agreement (**Agreement**) to allow the Transferee Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be or remain members of the Scheme with effect on and after the Commencement Date.
- (F) The terms and conditions of such an admission have been agreed between the parties to this Agreement as follows:

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement unless the Contract requires otherwise.

Administration Regulations: the Local Government Pension Scheme (Administration) Regulations 2008 (SI 2008/239).

Appropriate Amount: the amount of any indemnity or bond required to meet the level of risk exposure arising as a result of the premature termination of the provision of the service or assets by reason of the insolvency, winding up or liquidation of the transferee admission

Benefits Regulations: the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (*SI 2007/1166*).

Business Day: any day other than a Saturday, Sunday or a day on which banks are closed for business in England.

Commencement Date: [...].

Contract: the Contract dated [DATE] for the provision of Services between the Scheme Employer and the Transferee Admission Body.

Eligible Employees: employees who are employed in connection with the provision of Services or assets referred to in the Contract, as listed in the Schedule to the Agreement; and provided that:

- (a) the employee is and remains employed by the Transferee Admission Body in connection with the provision of the Services; and
- (b) the employee otherwise satisfies the requirements of the Regulations relating to eligibility for and membership of the Scheme.

Employer's Contribution Rate: the Transferee Admission Body's employer's contribution rate of [PERCENTAGE]% of the pensionable pay of the Eligible Employees, calculated in accordance with the rates and adjustments certificate applicable to the Transferee Admission Body and certified by an actuary appointed by the Administering Authority as being the appropriate amount, as revised from time to time in accordance with the Agreement.

Fund: the Worcestershire County Council Pension Fund within the Scheme.

Registered Pension Scheme: a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

Regulations: the following:

- (a) the Administration Regulations;
- (b) the Benefits Regulations; and
- (c) the Local Government Pension Scheme (Transitional Provisions) Regulations 2008 (*SI 2008/238*).

Scheme: the Local Government Pension Scheme.

Services: the [DESCRIPTION] services which are to be provided to the Scheme Employer by the Transferee Admission Body under the Contract.

Termination Date: has the meaning prescribed in clause 10.3 or clause 10.4 as appropriate.

- 1.2 For the purposes of this agreement, the expression "employed in connection with the provision of the Services" shall mean working for at least 50% of normal working time on the Services.
- 1.3 Unless stated otherwise, the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires.
- 1.4 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.7 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Words in the singular shall include the plural and vice versa.
- 1.9 A reference to one gender shall include a reference to the other genders.
- 1.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.13 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.14 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. COMMENCEMENT AND DURATION OF AGREEMENT

The Agreement shall commence on the Commencement Date and will remain in force until the Termination Date unless terminated earlier in accordance with clause 10 of the Agreement.

3. ADMISSION

3.1 From the Commencement Date, the Administering Authority shall permit the Eligible Employees to be or to remain members of the Scheme and to participate as active members of the Fund. From that date the Transferee Admission Body shall operate as if it were an employing authority for the purpose of the Regulations and shall exercise the responsibilities provided for in the Regulations.

3.2 This is to be a closed admission agreement.

4. EFFECT OF THE REGULATIONS

4.1 The Regulations will apply in determining the rights, obligations and actions to be taken by each party to this Agreement.

4.2 The Regulations will apply to the Eligible Employees as if the Transferee Admission Body were an employing authority within the meaning of the Administration Regulations.

4.3 The Regulations will govern the transfer of information between the parties.

4.4 Each party agrees with the other to take such action as is required to comply with the Regulations.

4.5 The Transferee Admission Body will:

- (a) adopt the practices and procedures necessary for the operation of the Scheme and the Fund that are required by the Regulations and any other legislation or guidance published by the Administering Authority; and
- (b) provide such information and assistance as is reasonably requested by the Administering Authority to enable it to administer the Scheme.

5. PARTICIPATION

5.1 The Transferee Admission Body warrants and represents to the Administering Authority and the Scheme Employer that, as at the Commencement Date, every Eligible Employee is employed in connection with the provision of the Services for the purposes of this Agreement.

Delete if we are also the Scheme Employer, ditto for clause 5.2

5.2 The Transferee Admission Body undertakes that it will promptly notify the Administering Authority and Scheme Employer in writing if any Eligible Employee ceases to satisfy the definition of Eligible Employee. That employee shall then cease to be eligible to be an active member of the Scheme.

5.3 The Scheme Employer shall be liable for and shall indemnify the Fund against any failure on the part of the Transferee Admission Body to comply with its obligations under this Agreement.

This clause is necessary to ensure that original employer indemnifies the Fund, if deleted the liability is split between n all employers in the scheme

6. PAYMENTS

6.1 The Transferee Admission Body shall pay to the Administering Authority for credit to the Fund such contributions and payments as are due under the Regulations as required by the Administering Authority in respect of the Eligible Employees.

6.2 The Transferee Admission Body shall pay to the Administering Authority for credit to the Fund:

- (a) the employee pensions contributions from time to time deducted from the pay of the Eligible Employees under the Regulations. These contributions will be payable on a monthly basis in arrears ;
- (b) the employer contributions due under the Regulations based on the Employer's Contribution Rate. These contributions will be payable on a monthly basis in arrears;
- (c) any sums calculated under clause 8 and clause 10; and
- (d) any other payments required by the Regulations or by any other legislation.

6.3 The Transferee Admission Body shall pay to the Administering Authority all fees associated with the actuarial services associated with this admission agreement

6.4 The payment must be paid to the Administering Authority no later than the date specified in the Administration Regulations and regulations made under the Pensions Act 1995 or relevant substituting statutory provision.

6.5 Where the Transferee Admission Body certifies that:

- (a) an Eligible Employee who is an active member of the Scheme aged 55 or more is being dismissed by reason of redundancy or is leaving the employment of the Transferee Admission Body on grounds of business efficiency;
- (b) an Eligible Employee who is an active member of the Scheme is retiring voluntarily with the consent of the Transferee Admission Body on or after age 55 and before normal retirement age;

- (c) an Eligible Employee who is an active member of the Scheme is retiring on the grounds of ill health or infirmity of mind or body;
- (d) an Eligible Employee who is a deferred member of the Scheme is retiring voluntarily with the consent of the Transferee Admission Body on or after age 55 and before normal retirement age;
- (e) an Eligible Employee who is a deferred member of the Scheme is retiring on the grounds of ill health or infirmity of mind or body; or
- (f) the Transferee Admission Body has exercised a discretion under the Regulations,

and immediate benefits are payable under the Regulations, the Transferee Admission Body shall make a payment to the Administering Authority of an amount representing the actuarial strain on the Fund of the immediate payment of benefits as certified by an actuary appointed by the Administering Authority.

- 6.6 The amount of the payment in clause 6.55 will be notified to the Transferee Admission Body in writing by the Administering Authority. It will be due within 30 days of receipt of the written notification or by such other arrangement as may be agreed between the parties within that period. Where the sum notified is more than £500, with the agreement of the Administering Authority, it may be paid by equal annual instalments over a period of three years (or the remaining period of the Contract if less), the first instalment of which is to be paid within 30 days of receipt of the written notification and the remaining instalments to be paid with interest within one month of the relevant anniversary of receipt of the written notification.
- 6.7 Any financial penalty incurred by the Fund arising from the failure of the Transferee Admission Body to comply with the terms of this Agreement shall be repaid to the Fund by the Transferee Admission Body within 30 days of receiving a written request from the Administering Authority.
- 6.8 If any sum payable under the Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Fund remains unpaid 30 days after the date on which it becomes due under the Agreement or the Regulations, the Transferee Admission Body will pay interest calculated in accordance with the Regulations on the amount remaining unpaid.
- 6.9 If any sum payable under the Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Fund is unpaid when it becomes due, the Administering Authority may require the Scheme Employer to set off against any payments due to the Transferee Admission Body under the Contract an amount equal to the sum due (including any interest due in accordance with clause 6.8) and then pay the sum to the Administering Authority for credit to the Fund.

- 6.10 The Transferee Admission Body and the Scheme Employer agree that the right of set-off in clause 6.9 shall be valid and enforceable by the Administering Authority notwithstanding any provision to the contrary in the Contract.

7. **TRANSFEREE ADMISSIONS BODY'S UNDERTAKINGS**

The Transferee Admission Body undertakes:

- (a) to provide or procure any information relating to the Transferee Admission Body's participation in the Fund and the Eligible Employees' participation in the Scheme as is reasonably required by the Administering Authority;
- (b) to comply with the reasonable requests of the Administering Authority to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (*SI 1996/1655*) or any replacement provisions;
- (c) to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and in any employer's guide published by the Administering Authority and provided to the Transferee Admission Body;
- (d) to notify the Administering Authority and Scheme Employer immediately of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion;
- (e) without prejudice to the requirements of the Regulations and any employer's guide published by the Administering Authority and provided to the Transferee Admission Body, to notify the Administering Authority and Scheme Employer in writing of any material change in the terms and conditions of employment of any Eligible Employee that affects or is likely to affect entitlement to benefits under the Scheme for its employees who are members of the Scheme and of any termination of employment by virtue of redundancy or in the interests of business efficiency;
- (f) not to be party to any act, omission or thing that would prejudice the status of the Scheme as a Registered Pension Scheme;
- (g) to notify the Administering Authority and Scheme Employer immediately of any matter that may affect, or is likely to affect, its participation in the Scheme and give immediate notice to the Administering Authority and Scheme Employer of any actual or proposed change in its status that may give rise to a termination of the Contract, including but not limited to take-over, reconstruction or amalgamation, liquidation or receivership and a change in the nature of its business or constitution; and
- (h) that in the event of any future transfer of any of the Eligible Employees to a sub-contractor or separate organisation for the delivery of the Services or assets provided for in the Contract, to secure that such sub-contractor or organisation complies with the obligations set out in this Agreement in so far

as they may otherwise cease to be the obligations of the Transferee Admission Body.

In the case of a Community Admission Body then the period should be for so long as there is a community of interest or as long as the original transferee is a Community Admission Body

8. REVISION OF EMPLOYER'S CONTRIBUTION RATE AND TERMINATION PAYMENTS

8.1 The Administering Authority may periodically obtain from an actuary a certificate specifying, in the case of the Transferee Admission Body, the percentage or amount by which, in the actuary's opinion, the Employer's Contribution Rate at the common rate or any prior individual adjustment within the meaning of the Regulations should be increased or reduced. This is with a view to ensuring that, as far as it is reasonably possible, the value of assets of the Fund in respect of the Eligible Employees under the Agreement is neither materially more nor materially less than the anticipated liabilities of the Fund in respect of the Eligible Employees at the date the Contract or this Agreement is due to end. The charges for such actuarial services shall be borne by the Administering Authority .

8.2 When this Agreement is terminated under clause 10, the Administering Authority must obtain:

- (a) an actuarial valuation as at the Termination Date of the liabilities of the Fund in respect of the Eligible Employees or former Eligible Employees of the Transferee Admission Body under the Agreement; and
- (b) a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Transferee Admission Body.

9. INDEMNITY OR BOND FROM TRANSFEREE ADMISSION BODY

9.1 Where any indemnity or bond is assessed as being required or altered under regulation 6(7) of the Administration Regulations, the Transferee Admission Body shall secure within 30 days of receipt of notification thereof and in the form of the bond agreement specified by the Administering Authority such indemnity or bond in accordance with regulation 6(8) of the Administration Regulations to meet the level of risk exposure that has been so assessed by the Scheme Employer as arising as a result of the matters mentioned in regulation 6(5) of the Administration Regulations to the satisfaction of the Administering Authority.

9.2 The Transferee Admission Body warrants that where the indemnity or bond referred to in clause 9.1 is required at the Commencement Date, such bond or indemnity is in place as at the Commencement Date of this Agreement.

9.3 The level of risk exposure arising as a result of the matters mentioned in regulation 6(5) of the Administration Regulations has, before the Commencement Date, been assessed by the Scheme Employer in respect of the Eligible Employees listed in the Schedule to the satisfaction of the Administering Authority and as a consequence of that risk assessment the Transferee Admission Body shall enter into an indemnity or bond of the Appropriate Amount to meet the level of risk identified in accordance with clause 9.1. The Scheme Employer shall keep under assessment the level of risk arising as a result of the matters mentioned in regulation 6(5) of the Administration Regulations at no more than annual intervals.

A Community Admission Body should be treated the same

10. TERMINATION

10.1 The Transferee Admission Body shall:

- (a) notify the Administering Authority of any matter that may affect, or is likely to affect, its participation in the Scheme; and
- (b) give immediate notice to the Administering Authority of any actual or proposed change in its status that may give rise to a termination, and for these purposes, a termination includes a take-over, reconstruction or amalgamation, liquidation or receivership and a change in the nature of the Transferee Admission Body's business or constitution.

10.2 Subject to clause 10.3 and clause 10.4, this Agreement shall terminate on the earlier of the Termination Date (as determined by clause 10.3 and clause 10.4) or at the end of the notice period on either of the parties hereto giving a minimum of three months' notice to terminate this Agreement to the other party, but such notice shall not have effect unless a broadly comparable occupational pension scheme is made available to the Eligible Employees who are active members of the Scheme at the Termination Date of this Agreement.

10.3 This Agreement shall automatically terminate on the Termination Date which shall be the earlier of the date of:

- (a) the date of expiry or earlier termination of the Contract;
- (b) the date the Transferee Admission Body ceases to employ any Eligible Employee; or
- (c) the date the Transferee Admission Body otherwise ceases to be an admission body for the purposes of the Regulations.
- (d) HM Revenue and Customs' withdrawal of approval to the participation of the Administering Authority as a Scheme Employer

Not relevant for CABs

10.4 This Agreement may be terminated with immediate effect (which shall then be the Termination Date) by the Administering Authority by notice in writing to the Transferee Admission Body in the event of:

- (a) the insolvency, winding up or liquidation of the Transferee Admission Body;
- (b) any breach by the Transferee Admission Body of any of its obligations under this Agreement. However, if the breach can be remedied the Administering Authority shall allow the Transferee Admission Body the opportunity to do so on such terms as the Administering Authority decides;
- (c) the failure by the Transferee Admission Body to pay any sums due to the Administering Authority or to the Fund within one month of the periods specified in clause 4, clause 6.6, clause 6.7 and clause 8.2(b) or, in any other case, within 30 days of receipt of a notice from the Administering Authority requiring it to do so; or
- (d) the failure by the Transferee Admission Body to obtain or alter an indemnity or bond in accordance with clause 9.3.

11. NOTICES

Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served if delivered by hand or sent by prepaid first class post to the registered office of the Transferee Admission Body or the headquarters' address of the Administering Authority and shall be deemed to have been duly given or made:

- (a) if delivered by hand or by fax or electronic transmission (provided receipt is acknowledged), on delivery at the address provided for in this clause 11 unless such delivery occurs on a day which is not a Business Day or after 4.00 pm on a Business Day, in which case it will be deemed to have been given at 9.00 am on the next Business Day; or
- (b) if sent by prepaid first class post, on the second Business Day after the date of posting.

12. PUBLIC INSPECTION

This Agreement excluding the Schedule hereto shall be made available for public inspection by the Administering Authority at their headquarters' address and also at the Scheme Employer's headquarters' address, if the Scheme Employer is not also the Administering Authority.

13. SEVERANCE

13.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

- 13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.

14. DISPUTES

While the Agreement is in force, any party may request a formal review of it to determine whether any amendments should be made. Any reasonable request for such a review shall not be refused by the other party. In respect of any review or any other question that may arise between the parties to this Agreement relating to its construction or to the rights and obligations under the Agreement, any dispute shall be referred in writing to an independent legal adviser for determination.

15. THIRD PARTY RIGHTS

This Agreement and the documents referred to in it are made for the benefit of the parties; they do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than the Eligible Employees.

16. APPLICABLE LAW

- 16.1 This Agreement and any claim or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

- 16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule Eligible employees

Pensionable Employees to be admitted on the Commencement Date:

Employee Number	Employee Name	Date of Birth	NI Number	Current Member of Fund? Y/N

THE COMMON SEAL of
Worcestershire County Council]
was hereunto affixed in the presence of:

.....

Authorised signatory

Executed and delivered as a deed by
[NAME OF TRANSFEREE ADMISSION BODY] acting by
..... Director
..... Director / Company Secretary

Executed and delivered as a deed by
[NAME OF TRANSFEREE ADMISSION BODY] acting by
..... Director
..... Director / Company Secretary