

Date:

2024

Admission Body:

[Related contract:]

Admission Agreement



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PARTIES:

- (1) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton, WV1 1RG (the "**Administering Authority**").
- (2) **[[INSERT NAME]** of [insert address] (the "**Scheme Employer**").]
- (3) **[INSERT NAME]** (company number: [insert company number]) whose registered office is at [insert address] (the "**Admission Body**").

BACKGROUND:

- (A) The Administering Authority is an administering authority as defined in the 2013 Regulations. It administers and maintains the Fund, and in that role, it has the delegated function of making determinations under section 25(5) of the Public Service Pensions Act 2013, to allow employees of admission bodies to join the LGPS. [It is also a Scheme employer as defined in the 2013 Regulations, and is referred to in this Agreement as the "Scheme Employer" when acting in its capacity as a Scheme employer.]
- (B) [The Scheme Employer is a Scheme employer as defined in the 2013 Regulations. In that role, it has certain responsibilities under the LGPS Regulations in relation to this Agreement.]
- (C) **[INSERT DETAILS OF BASIS OF ADMISSION e.g. :**

The Admission Body is providing Services in connection with the exercise of certain of the Scheme Employer's functions as a result of the Contract. Therefore, the Admission Body qualifies for admission to the Scheme under paragraph 1(d)(i) of Part 3 of Schedule 2 to the 2013 Regulations.

or

The Admission Body provides a public service in the United Kingdom and has been approved by the Secretary of State for admission to the Scheme (see the Appendix to this Agreement). As a result, the Admission Body qualifies for admission to the Scheme under paragraph 1(e) of Part 3 of Schedule 2 to the 2013 Regulations.

or

The Admission Body provides a public service in the United Kingdom otherwise than for the purposes of gain, and has sufficient links with the Scheme Employer for the Admission Body and the Scheme Employer to be regarded as having a community of interest. As a result, the Admission Body qualifies for admission to the Scheme under paragraph 1(a) of Part 3 of Schedule 2 to the 2013 Regulations.]

- (D) The parties have agreed to enter into this Agreement to allow the Admission Body to participate in the Fund so that the Employees can be members of the Scheme. The Agreement sets out the agreed terms and conditions which will apply to that participation.

OPERATIVE PROVISIONS:

1. INTERPRETATION

This provision sets out the definitions and rules of interpretation which apply to this agreement.

- 1.1 The following expressions have the following meanings:

“2013 Regulations”	the Local Government Pension Scheme Regulations 2013
“Actuary”	an actuary appointed by the Administering Authority
“Business Day”	any day other than a Saturday or a Sunday or a public or bank holiday in England
[“Contract”]	[a contract for the provision of the Services dated [insert date contract was completed] between the Scheme Employer and the Admission Body]
	OR
	[a contract for the provision of the Services dated [insert date contract was completed] between the Principal Contractor] and the Admission Body, which was entered into under the provisions of the Principal Contract]]
[“employed in connection with the provision of the Services”]	[unless the Administering Authority agrees otherwise, means that the Employee concerned spends on average in a Scheme year at least 75% of his time working on the Services]
“Employee”	an employee of the Admission Body
“Fund”	The West Midlands Metropolitan Authorities Pension Fund
“LGPS Regulations”	the 2013 Regulations and the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014
“Member”	an Employee who joins the Scheme as an active member and who remains an active member or subsequently becomes a deferred member or a pensioner member. Where relevant, this term also includes a Member’s spouse, civil partner, cohabiting partner, eligible child or dependant (actual or prospective)
[“New Employee”]	[an Employee who is not listed in the Schedule [provided that the Administering Authority has agreed in writing that the Employee may be offered Scheme membership]]
[“Principal Contract”]	[a contract dated [insert date head contract was completed] between the Scheme Employer and the Principal Contractor, relating to the provision of the Services]
[“Principal Contractor”]	[Insert name and company/registered number of principal contractor]
“Scheme”	the Local Government Pension Scheme, established and governed by the LGPS Regulations
[“Scheme Employer”]	[Insert name of scheme employer]]
[“Services”]	[the [insert description of services] which are to be provided by the Admission Body under the Contract]

“Start Date”

[insert date on which period of participation under admission agreement is due to begin - may be different from the date of the agreement]

- 1.2 [If the Administering Authority agrees in writing,]“Contract” [and “Principal Contract”] will also include any extension or renewal of the original contract or any replacement contract which is in force beyond the term of the original contract, provided that it is made between the same parties and relates to substantially the same services. Where the Administering Authority agrees that this **Clause 1.2** applies, the original contract will not be treated as having terminated for the purposes of the LGPS Regulations or this Agreement, and in particular **Clause 7.**]
- 1.3 Expressions which are not defined in this Agreement but which are used in the LGPS Regulations have the same meaning as in the LGPS Regulations, unless the context requires otherwise.
- 1.4 Except where otherwise expressly stated, a reference to a numbered “regulation” in this Agreement is to the relevant provision of the 2013 Regulations.
- 1.5 This Agreement includes a heading at the start of each clause, and also various explanatory notes in boxes. These are included for information only, and do not affect the interpretation of the Agreement.
- 1.6 Any reference in this Agreement to a statute or statutory provision includes any subordinate legislation made under it, and is to be construed as a reference to that statute, statutory provision or subordinate legislation as modified, amended, extended, consolidated, re-enacted or replaced and in force from time to time.
- 1.7 Words such as “in particular”, “includes” or “including” do not limit the meaning of the general words preceding them.
- 1.8 References to “in writing” or “written” [include e-mail (except in **Clause 10**), but do not include any other methods of electronic messaging] **OR** [do not include e-mail or any other methods of electronic messaging].

2. THE LGPS REGULATIONS

This provision sets out the relationship between this agreement and the LGPS regulations.

The LGPS regulations are the main legal provisions governing the LGPS. They set out the rights and obligations of administering authorities, Scheme employers, admission bodies and LGPS members.

This agreement is intended to supplement those regulations, and will not override the regulations if there is a direct conflict between the two. However, because this agreement is designed to reflect the LGPS regulations as they stand at the date of this agreement, this provision also sets out the parties’ commitment to co-operate in making appropriate changes if the LGPS regulations change materially in future.

2.1 LGPS Regulations to take priority

Subject to **Clause 6**, in the event of a conflict between the provisions of this Agreement and the LGPS Regulations, the rights and obligations of each party to this Agreement will be determined by the LGPS Regulations.

2.2 Future changes to the LGPS Regulations

If the LGPS Regulations as in force at the date of this Agreement are materially amended or modified at any later date, the parties agree that they will negotiate in good faith with a

view to agreeing appropriate amendments to this Agreement to reflect the changes made to the LGPS Regulations.

3. **START DATE**

This provision confirms the date on which this agreement takes effect. This date may be earlier than the date on which it is executed by the parties.

This Agreement has effect on and from the Start Date.

4. **MEMBERSHIP OF EMPLOYEES**

This provision sets out the terms on which employees of the Admission Body will be admitted to membership of the Scheme.

Under the LGPS regulations, employees of an admission body can be admitted if the administering authority "determines" that the LGPS relates to them and if they are "designated" by the admission body as eligible. The LGPS regulations contain other requirements relating to eligibility which must also be met in order for a particular employee to be an active member of the LGPS.

So that member benefits are correctly recorded and calculated, the LGPS regulations and this agreement together require the Admission Body to provide the Administering Authority with information about changes in employment or membership status, and to ask employees who become active members about any past periods of membership of the LGPS.

4.1 **Admission of the Admission Body to the Fund**

The Administering Authority admits the Admission Body to the Fund on and from the Start Date and (in exercise of the function delegated to it under section 25(5) of the Public Service Pensions Act 2013) determines that the Scheme relates to those Employees who are designated by the Admission Body in **Clause 4.2**.

4.2 **Designation of eligible Employees**

The Admission Body designates the following categories of Employee as eligible for active membership of the Scheme, subject to the conditions (if any), and on and from the dates, shown below:

Category:	Nature of eligibility:	Effective date of designation:
An Employee listed in Part 1 of the Schedule	Eligible to remain in active membership	Start Date
An Employee listed in Part 2 of the Schedule	Eligible to join Scheme if applies in writing	First day of payment period following receipt by Admission Body of written application
[A New Employee]	[Eligible to join Scheme if invited by Admission Body in writing and accepts in writing]	[First day of payment period following receipt by Admission Body of New Employee's written acceptance of invitation]

4.3 **[Restriction on eligibility]**

[An Employee may only be an active member of the Scheme under this Agreement for as long as he is employed in connection with the provision of the Services.]

4.4 **Changes to eligibility, benefits or membership**

The Admission Body must promptly inform the Administering Authority in writing where:

- (a) **[an Employee who is an active member ceases to be employed in connection with the provision of the Services;]**
- (b) an Employee joins or re-joins the Scheme;
- (c) there is a material change to a Member's terms and conditions of employment which affects the Member's entitlement to benefits under the Scheme; or
- (d) an Employee who is an active member ceases to be employed by the Admission Body, including where the employment is terminated on grounds of redundancy, business efficiency or ill-health.

5. **ADMISSION BODY UNDERTAKINGS**

This provision sets out certain key undertakings which the Admission Body is giving to the Administering Authority under this agreement.

In particular, the Admission Body is required by this agreement to comply with all applicable provisions of the LGPS regulations. The other, more specific, undertakings in this agreement all supplement the obligations imposed by the LGPS regulations.

5.1 **Compliance**

The Admission Body undertakes:

- (a) to comply with all applicable requirements of the LGPS Regulations;
- (b) to adopt the practices and procedures relating to the operation of the Scheme set out in any employer's guide **[and service-level agreement]** produced by the Administering Authority and provided to the Admission Body;
- (c) to comply with all applicable requirements of data protection law relating to the Scheme and with the provisions of any data-sharing protocol produced by the Administering Authority and provided to the Admission Body; and
- (d) not to do anything (or omit to do anything) where that act or omission may prejudice the status of the Scheme as a registered pension scheme.

5.2 **Provision of information**

The Admission Body undertakes:

- (a) to inform the Administering Authority promptly in writing of all first instance decisions which the Admission Body makes in respect of Members under regulation 72;
- (b) where it exercises any discretion under the LGPS Regulations, to inform the Administering Authority promptly in writing of that fact, including details of the way in which the relevant discretion is exercised; and
- (c) promptly to provide (or procure the provision of) all other information that the Administering Authority reasonably requests in connection with any aspect of the administration and management of the Fund.

5.3 Discretions policy

Within three months of the date of this Agreement, the Admission Body must provide the Administering Authority with a copy of the statement of policy which it is required to prepare under regulation 60(1) (relating to the exercise of its various discretionary functions under the LGPS Regulations).

5.4 Matters affecting participation

The Admission Body must give notice to the Administering Authority [and the Scheme Employer]:

- (a) promptly, of any matter which may affect its participation in the Scheme; and
- (b) immediately, of any actual or proposed change in its status, including take-over, change of control, reconstruction, amalgamation, insolvency, winding up, liquidation or receivership or a material change to its business or constitution. Where this **Clause 5.4(b)** applies, the Admission Body must not [designate any New Employees for membership of the Scheme or] make any representations to any person regarding starting or continuing membership of the Scheme without the prior written consent of the Administering Authority.

6. CONTRIBUTIONS AND PAYMENTS

The LGPS regulations contain details of the contributions and other payments which employers are (or may be) required to make to an LGPS fund, and gives administering authorities powers to adjust contribution rates or to require additional payments in certain circumstances.

This provision supplements the provisions of the LGPS regulations in relation to those contributions and payments, and specifies certain additional amounts which the Admission Body is required to pay as part of the terms and conditions relating to its admission to the LGPS under this agreement.

6.1 Undertaking to make payments

The Admission Body undertakes to pay to the Administering Authority all contributions and payments due under the LGPS Regulations and this Agreement.

6.2 Default period for payment

This **Clause 6.2** applies only where this Agreement, the LGPS Regulations or any other relevant legislation does not expressly specify an alternative period for payment of any amount which the Admission Body is required to pay to the Fund. Where this **Clause 6.2** applies, the amount must be paid in full within the period of [20] Business Days starting on the date on which the Administering Authority serves notice on the Admission Body of the amount due, unless the Administering Authority and the Admission Body agree that it should be paid over a different period or on other terms.

6.3 Specific payments

The Admission Body must pay to the Fund the following amounts on the payment terms indicated (this list is not exhaustive):

Nature of payment:	Payment terms:
Employer contributions at the same primary rate of pensionable pay as is applicable to the Scheme Employer under the rates and adjustments certificate for the Scheme Employer prepared by the Actuary (as revised from time to time under the LGPS Regulations or this Agreement)	Monthly in arrears as set out in the rates and adjustments certificate (unless alternative terms are expressly agreed)
Additional employer contributions payable under regulation 16	[As for ordinary employer contributions (unless alternative terms are expressly agreed)]
Contributions deducted from Members' pay under regulations 9-14 and 16	Monthly in arrears no later than the date specified by the Administering Authority, and in any event no later than required by section 49(8) of the Pensions Act 1995
<p>Any contribution required by the Administering Authority towards the Fund's administration costs relating to the Admission Body, including any costs:</p> <ul style="list-style-type: none"> • due under regulation 70 (additional costs arising from employer's level of performance) • for reports or advice requested by the Admission Body from the Actuary • for reports or advice required in connection with the Admission Body's application to join the Fund • for obtaining a revised rates and adjustments certificate under regulation 64(4) or (7) • of an actuarial valuation under regulation 64(2)(a) • incurred as a result of the termination of this Agreement 	[Default terms (see Clause 6.2)]
<p>Any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) resulting from the immediate payment of benefits under any of:</p> <ul style="list-style-type: none"> • <i>regulation 30(5)</i> (early retirement) or <i>regulation 30(6)</i> (flexible retirement), including in either case the cost of any waiver of actuarial reduction under <i>regulation 30(8)</i> • <i>regulation 30(7)</i> (early leavers on grounds of redundancy / business efficiency) • <i>regulation 35</i> (ill-health early retirement – active member) • <i>regulation 38</i> (ill-health early retirement – deferred or deferred pensioner member) 	[Default terms (see Clause 6.2)]
Any sum required under regulation 68(3) where the Admission Body resolves to award a Member additional pension under regulation 31 and the cost of the award is not met through increased employer contributions	[Default terms (see Clause 6.2)]

Nature of payment:	Payment terms:
An amount equal to any extra charge on the Fund resulting from an award of additional pension under regulation 31 which is not met in full through increased employer contributions and/or a payment under regulation 68(3)	[Default terms (see Clause 6.2)]
Any interest charged by the Administering Authority on late payment under regulation 71 or Clause 6.6	[Default terms (see Clause 6.2)]

6.4 **Payments in relation to backdated admission**

If the Start Date is earlier than the date of this Agreement:

- (a) any obligation on the Admission Body to make payments under the LGPS Regulations or this Agreement will apply also in respect of the period on and from the Start Date up to the date of this Agreement; and
- (b) if contributions deducted from Members' pay during that period have not been paid across to the Administering Authority before the date of this Agreement, those amounts are to be treated for the purposes of section 49(8) of the Pensions Act 1995 as if they were first deducted on the date of this Agreement.

6.5 **Information about pay and contributions**

When paying Member contributions to the Fund, the Admission Body must provide an accompanying statement containing the information specified under regulation 69(3), and any other relevant information requested by the Administering Authority, in relation to each Member who was an active member of the Scheme during any part of the period covered by the statement. The statement must be given in the format, and at the intervals, which the Administering Authority specifies.

6.6 **Interest on late payment**

If any sum payable by the Admission Body under the LGPS Regulations or this Agreement remains unpaid after the date on which it was due for payment, and that sum is not an amount on which interest is chargeable under regulation 71, the Administering Authority may instead require the Admission Body to pay interest on the unpaid sum under this **Clause 6.6**. The rate of interest will be as specified in regulation 71(4).

6.7 **Adjustment of contribution rate**

6.7.1 Under regulations 64(2), (4) and (7), the Administering Authority is entitled or required in certain circumstances to obtain a revised rates and adjustments certificate in relation to the Admission Body. Where the Administering Authority exercises its powers under these regulations, the Admission Body must co-operate with the Administering Authority and the Actuary to enable the Actuary to provide the revised certificate.

6.7.2 Subject to any outstanding requirements to make payments under **Clause 6.3**:

6.7.2.1 the parties agree that the assets and liabilities of the Admission Body under this Agreement shall be subsumed within the Fund by the Scheme Employer so that no exit payment will be due from, and no exit credit will be payable to, the Admission Body. Instead, the Administering Authority may obtain a further revision of the Scheme Employer's rates and adjustments certificate showing the revised contributions (if any) due from the Scheme Employer in respect of such assets and liabilities, and the Scheme Employer

will correspondingly be entitled to benefit from any surplus within the Fund relating to those assets and liabilities; and

6.7.2.2 if, pursuant to the LGPS Regulations, the Administering Authority is required to pay an exit credit to the Admission Body, the Admission Body must reimburse that exit credit to the Fund, and the reimbursed amount will be credited to the Scheme Employer.

6.8 **[Right of set-off**

[If any sum payable by the Admission Body to the Fund under the LGPS Regulations or this Agreement is not paid by the date on which it becomes due, the Administering Authority may require the Scheme Employer to set off against any payments due to the Admission Body [or the Principal Contractor] an amount equal to the unpaid amount (including any interest payable) and to pay the sum to the Fund by a date specified by the Administering Authority. [This provision will apply regardless of any terms to the contrary contained in the Contract [or Principal Contract]].]

7. **TERMINATION**

This provision sets out the ways in which this agreement may come to an end, and the consequences of that termination.

In particular, the termination of this agreement will usually give rise to an actuarial valuation (either under the LGPS regulations or this agreement). If the valuation reveals a deficit relating to the Admission Body’s current and former employees, the Admission Body may be required to make an exit payment to meet the shortfall.

7.1 **Events leading to termination**

This Agreement will terminate in the circumstances, and on the date, shown below:

Event triggering termination:	When termination takes effect:
[Contract [or Principal Contract] terminates or expires]	[On the date of termination or expiry of the Contract [or Principal Contract]]
Admission Body no longer qualifies as an “admission body” under the LGPS Regulations	On the date on which the Admission Body ceases to qualify
Admission Body gives notice to the [Administering Authority] [other parties]	On expiry of any period set out in the notice, or if longer (or if no period is specified), three months from the date notice is served
Breach by the Admission Body of any obligation under the LGPS Regulations or this Agreement (including failing to pay any sums due to the Fund). If the breach is capable of remedy, the Administering Authority must first give the Admission Body the chance to remedy the breach within a reasonable period (specified by the Administering Authority), before giving notice of termination.	On the date on which notice of termination on this ground is served by the Administering Authority on the Admission Body
Insolvency, winding-up or liquidation of the Admission Body	On the date on which notice of termination on this ground is served by the Administering Authority on the Admission Body

Event triggering termination:	When termination takes effect:
Admission Body no longer employs an active member contributing to the Fund	On the date on which notice of termination on this ground is served by the Administering Authority on the Admission Body
Administering Authority gives notice to the [Admission Body] [other parties] for any other reason	On expiry of any period set out in the notice, or if longer (or if no period is specified), three months from the date notice is served

7.2 **Other outstanding payments on termination**

Where any amount payable under this Agreement or the LGPS Regulations remains outstanding at the date of termination of this Agreement, the Admission Body must pay it in full within the period of 20 Business Days starting on that date, unless the Administering Authority and the Admission Body agree that it should be paid over a different period or on other terms. This includes any amount where the Administering Authority has previously agreed to payment of that amount in instalments under **Clause 6.2**.

7.3 **Rights on termination**

The termination of this Agreement does not affect the rights, duties and liabilities of any party accrued prior to termination, and the provisions of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable.

8. **RISK ASSESSMENT**

This This provision sets out the terms which apply to in relation to risk assessment given the pass-through arrangements which have been agreed between the parties.

8.1 **Meaning and assessment of "Risk Exposure"**

In this **Clause 8**, the term "Risk Exposure" means the risk exposure arising on the premature termination of [the provision of the Services][this Agreement] by reason of the Admission Body's insolvency, winding-up or liquidation. Any assessment of "Risk Exposure" must be carried out by the Admission Body, taking account of actuarial advice, and to the satisfaction of the Administering Authority [and the Scheme Employer].

8.2 **Initial level of Risk Exposure**

Given the pass-through arrangements which have been agreed between the parties and which are reflected in this Agreement, no assessment of the level of Risk Exposure arising

on the premature termination of the provision of the Services by reason of the insolvency, winding up or liquidation of the Admission Body has been undertaken).

9. INDEMNITY

This provision provides for the Admission Body to indemnify the Administering Authority against breaches of the Admission Body's legal obligations.

Because the Administering Authority is under legal duties in relation to the administration of the Fund, it cannot simply overlook breaches by the Admission Body (such as late payment or non-payment of contributions). As a minimum, the Administering Authority is likely to need to take advice on what actions it can and should take in relation to any breach. This will result in the Administering Authority incurring costs. The indemnity aims to ensure that those costs are met by the Admission Body, since they flow from the Admission Body's breach of its obligations.

[If the Admission Body fails to make payment under the indemnity, the Scheme Employer, as the entity most closely linked with the Admission Body, is required to make good any shortfall.]

9.1 Indemnity from Admission Body

The Admission Body undertakes to indemnify and keep indemnified the Administering Authority against any costs and liabilities which the Administering Authority or the Fund may incur (whether directly or as a result of a loss or cost to the Members) arising out of or in connection with any breach by the Admission Body of this Agreement, the LGPS Regulations or any other legal or regulatory requirements applicable to the Scheme.

9.2 Time limit for payment

Any demand under **Clause 9.1** must be paid by the Admission Body to the Administering Authority (for credit to the Fund, where applicable) within 10 Business Days of the date on which notice of the demand is served on the Admission Body.

9.3 [Indemnity from Scheme Employer]

[If the Admission Body fails to pay any demand under **Clause 9.1 (either in full or at all), the Scheme Employer must indemnify and keep indemnified the Administering Authority against any costs and liabilities which remain unpaid. In that event, the provisions of **Clause 9.2** (with any changes which may be necessary) will apply also to any demand made on the Scheme Employer under this **Clause 9.3.**]**

10. GUARANTEE FROM SCHEME EMPLOYER

This provision sets out the terms of the guarantee to be provided by the Scheme Employer in favour of the Administering Authority.

10.1 Failure to pay Scheme liabilities

Where the Admission Body has failed to pay any sum due under this Agreement or the Regulations (in whole or in part) to the Administering Authority within 20 Business Days of receipt by the Admission Body of a written demand from the Administering Authority, the Scheme Employer must pay to the Administering Authority such sum or sums as the Administering Authority claims in respect of the unpaid liability.

10.2 Service of Payment Notice and payment

Any claim under **Clause 10.1** (Failure to pay scheme liabilities) must be made by written notice specifying the amount due (a "**Payment Notice**"), which must be served by the

Administering Authority upon the Scheme Employer in accordance with **Clause 10** (Notices). The Payment Notice is to be accepted by the Scheme Employer as conclusive evidence for all purposes that the amount claimed is due to the Administering Authority. The Scheme Employer must pay the sum so demanded within 5 Business Days of receipt of the Payment Notice.

10.3 **Sums paid by the Scheme Employer**

10.3.1 All sums paid by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities) must be held and applied by the Administering Authority for the purpose of paying and discharging the Admission Body's liability to pay the relevant sums due under this Agreement or the Regulations.

10.3.2 Any payment to be made by the Scheme Employer must be made in sterling and must be free, clear of and without any deduction for taxes, levies, duties, charges, fees or any deductions or withholdings for or on account of any set-off or counterclaim.

10.4 **Receipt of payment**

Following any payment by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities), the Administering Authority must within 6 months of receipt of payment provide the Scheme Employer with a written account showing how the payment has been applied to the Fund. If any payment exceeds the amount required to discharge the liabilities of the Admission Body to the Fund, the Administering Authority must refund any overpayment to the Scheme Employer.

10.5 **Further Payment Notice**

The service of a Payment Notice by the Administering Authority does not preclude the service of any further Payment Notice.

10.6 **Obligations and liabilities**

The Scheme Employer's obligations and liabilities under this **Clause 10** (Guarantee from scheme employer) will not be reduced, discharged, impaired or affected by the giving of time or any other indulgence, forgiveness or forbearance by the Administering Authority in respect of the Admission Body.

10.7 **Change in status**

Unless expressly varied under **Clause 15** (Amendment), this **Clause 10** (Guarantee from scheme employer) will remain in effect in accordance with its terms notwithstanding any variation made in any of the other terms of this Agreement or the Regulations and notwithstanding the insolvency, winding-up or liquidation of the Admission Body (compulsory or otherwise) or it otherwise ceasing to exist or function. This **Clause 10** (Guarantee from scheme employer) and the obligations under it will not be affected by any disclaimer of the Admission Body's contracts or liabilities by a liquidator.

10.8 **Warranty of authority**

The Scheme Employer warrants and represents to the Administering Authority that it has all necessary authority, power and capacity to enter into and perform its obligations under this **Clause 10** (Guarantee from scheme employer), that all necessary actions have been taken to enter into those obligations properly and lawfully, and that those obligations are binding on the Scheme Employer in accordance with their respective terms.

10.9 **Expiry date**

10.9.1 The obligations and liabilities of the Scheme Employer under this **Clause 10** (Guarantee from scheme employer) will cease and determine absolutely on the full discharge of all liabilities of the Admission Body (arising under this

Agreement and the Regulations) by the Admission Body or the Scheme Employer.

- 10.9.2 For the avoidance of doubt, this **Clause 10** (Guarantee from scheme employer) will continue to have effect after the termination of this Agreement unless and until all liabilities of the Admission Body under the Regulations or this Agreement have been discharged in full either by the Admission Body or by the Scheme Employer pursuant to **Clause 10.9.1** (Expiry date).

11. NOTICES

*This provision sets out how any notices envisaged in the other provisions of this agreement are to be served. Provisions requiring formal written notice include **Clause 5.4** (on matters affecting the Admission Body's participation in the LGPS), **Clause 6.2** (on payments) and **Clause 7** (on termination).*

11.1 Form of notice and address for service

Any notice under this Agreement must be in writing and must be served on the party to which it is to be issued at that party's registered office or, where there is no registered office, its headquarters address.

11.2 Methods, date and time of service

Any notice under this Agreement must be served by one of the methods, and will be deemed to have been served at the time and on the date, set out below:

Method of service:	Time and date service deemed to be made:
Notice is sent by first-class post	9.00 am on second Business Day after date of posting
Notice is left at the service address, or is delivered to that address by any other means	If served between 9.00 am and 5.00 pm on a Business Day, at the time the notice is delivered to or left at the service address If served on a day which is not a Business Day, or after 5.00 pm on a Business Day, at 9.00 am on the next Business Day If served before 9.00 am on a Business Day, at 9.00 am on that day

12. WAIVER

This provision makes it clear that a failure to enforce rights under this agreement will not amount to a waiver of those rights.

If a party fails to enforce any provision of this Agreement at any time, that failure will not:

- (a) be construed or deemed to be a waiver of that party's rights;
- (b) affect the validity of any part of this Agreement; or
- (c) prejudice that party's rights to take subsequent action to enforce any provision of this Agreement.

13. SEVERANCE

This provision sets out what happens if any part of this agreement is found to be invalid. It deals both with the effect on this agreement and also any consequent impact on employees' membership of the LGPS

13.1 Effect of invalidity on the Agreement

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable:

- (a) that invalidity or unenforceability will not affect the other provisions of this Agreement, which will remain in full force and effect; and
- (b) if the provision in question would be valid and enforceable if some part of it were deleted, the provision will apply with any changes which are necessary to make it valid and enforceable.

13.2 Effect of invalidity on periods of Scheme membership

If any period of Scheme membership following purported admission to the Scheme under this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, that invalidity will not affect any other periods of Scheme membership under this Agreement.

14. ENTIRE AGREEMENT

This provision confirms that this agreement sets out the only legal terms relating to the admission of the Admission Body. Anything contained in communications between the parties during the negotiation process leading up to the execution of this agreement but which is not reflected in its terms is not intended to be legally binding or enforceable.

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

15. AMENDMENT

This provision explains how the terms of this agreement may be changed.

This Agreement may only be amended with the agreement of all of the parties in writing.

16. EXECUTION IN COUNTERPARTS

This provision explains how this agreement can be executed in counterparts (meaning that there may not be a single document signed by all the parties).

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. This Agreement will not be effective until each party has executed at least one counterpart. The term "counterpart" includes a facsimile or scanned copy of this Agreement.

17. **GOVERNING LAW AND JURISDICTION**

This provision confirms the legal framework which governs this agreement and any associated legal obligations.

This Agreement and any non-contractual obligation arising out of or in connection with it will be governed by and interpreted in accordance with the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

18. **THIRD PARTY RIGHTS**

This provision confirms that third parties (such as employees of the Admission Body) are not intended to be able to enforce any of this agreement's provisions, even if those provisions are for their benefit.

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

19. **[PUBLIC INSPECTION**

The LGPS regulations require admission agreements such as this one to be open to public view. This provision explains the arrangements for public inspection.

Subject to the Schedule being removed or redacted to protect personal data, as required by data protection law, this Agreement must be made available for public inspection by the Scheme Employer at its offices.】

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE

Employees

Part 1 – Active members transferring at Start Date

Surname	Forename	Sex (M/F)	National Number	Insurance

SIGNED for and on behalf of
WOLVERHAMPTON CITY COUNCIL:

.....

SIGNED for and on behalf of
[SCHEME EMPLOYER]:

.....

SIGNED for and on behalf of
[ADMISSION BODY]:

.....