DATED 202[ ]

**THE NORFOLK COUNTY COUNCIL**

**and**

**[ADMISSION BODY]**

**and**

**[GUARANTOR if needed]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADMISSION AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

nplaw

Norfolk County Council

County Hall

Martineau Lane

Norwich

NR1 2DH

**A DEED OF AGREEMENT** dated the 202[ ]

# BETWEEN

# THE NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (“the County Council”) and

# [ ] a company registered in England with company number [ ] and whose registered office is [ ] (“the Admission Body”) and

# [[ ] [if guarantor is needed - a company registered in England with company number [ ] and] whose registered office is [ ] (“the Guarantor”).]

# INTRODUCTION

# The County Council is the administering authority ("the Administering Authority") for the Norfolk County Council Pension Fund (“the Fund”) within the meaning of the Local Government Pension Scheme Regulations 2013 (“the Regulations" which term includes any amendments made from time to time).

# The County Council in its capacity as authority letting a contract is also a scheme employer ("Scheme Employer") within the meaning of Schedule 2, Part 1, Paragraph 1 of the Regulations for the purposes of the Arrangement.

# The Admission Body is an admission body within the meaning of Schedule 2, Part 3, Paragraph 1(d) of the Regulations.

# The Scheme Employer and the Admission Body have entered into an agreement for the provision of services in relation to management and maintenance to be provided at the Norwich Bus Station and the Park and Ride sites at [ ] on behalf of the Scheme Employer (“the Arrangement”) from [ ] ("the Relevant Date") until the later of its termination or the date of the expiry of the Arrangement.

# The Admission Body has applied to the Administering Authority to admit those employees of the Admission Body specified in Regulation 3(1) to participate in and benefit from the Fund.

# [The Admission Body warrants that the Guarantor, being a person who [owns, or controls] the exercise of the functions of, the Admission Body, shall act as guarantor for any payments that are or become payable, in accordance with Schedule 2, Part 3 Paragraph (8)[(c)] of the Regulations for the Admission Body.

# The terms of admission have been agreed between the Administering Authority, [the Guarantor], the Scheme Employer and the Admission Body as set out in this Agreement which constitutes an admission agreement under Regulation 3 of the Regulations.

# INTERPRETATION

The expressions used in this Agreement (unless the context requires otherwise):

# shall have the same effect and meaning as in the Regulations;

# reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended re‑enacted or consolidated and all statutory instruments or orders made pursuant to it;

# words denoting the masculine gender include the feminine gender;

# words in the singular include the plural and vice versa;

# the headings and sub-headings are for ease of reference only and do not form part of the Agreement;

# words denoting persons shall include corporations incorporated associations and partnerships;

# reference to clauses and schedules shall be deemed to be references to a clause or schedule in this Agreement and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.

# ELIGIBILITY FOR MEMBERSHIP

# Subject to clause 4.2 below and to the other provisions of this Agreement the employees of the Admission Body listed in Schedule 1 shall be and remain eligible to become members of the Fund (“the Eligible Employees”).

# No person shall be eligible to become a member of the Fund under this clause who is not employed by the Admission Body in connection with the provision of services which are the subject of the existing Arrangement or any future Arrangement or who is restricted from eligibility under Regulation 4 or who is a member of another occupational pension scheme other than where the accrual of benefits under that pension scheme would not affect approval of the Fund as a registered scheme.

# ADMISSION TO THE FUND

# Subject to the Admission Body discharging its obligations under this Agreement and the Regulations the Eligible Employees shall be admitted by the Administering Authority to the Fund from [ ] (and for the purposes of this Agreement shall be referred to as “Admitted Employees”) and any period before the Relevant Date shall be pensionable only as provided under the Regulations.

# The Admission Body shall provide to the Administering Authority promptly any documents and information which the Administering Authority may reasonably require for the purposes of carrying out its duties in respect of the Admitted Employees and complying with the Regulations.

# CONTRIBUTIONS & ADMINISTRATION

# The Admission Body shall pay to the Administering Authority promptly at monthly intervals within seven days of the end of the month to which the contributions relate and as required by the Regulations in respect of Admitted Employees the following:-

# the employees’ contributions;

# the Admission Body’s contributions;

# any additional employees' contributions; and

# any additional Admission Body’s contributions.

# In accordance with clause 6.1.2, and for the duration of their participation in the Fund, the Admission Body shall pay their contributions to the Fund by way of a fixed contribution rate as certified by the Actuary appointed by the Administering Authority in accordance with the Regulations as a ‘pass-through’ arrangement ("the Actuary") other than those additional contributions arising pursuant to the circumstances described in clause 6.4 below.

# If the Administering Authority or the Fund incurs any additional costs arising as a result of any delay upon the part of the Admission Body, the Administering Authority and the Fund shall be reimbursed by the Admission Body the amount of such costs.

# In the event that the Admission Body permits any of the Admitted Employees to retire early in the interests of efficiency of the Admission Body’s business or as a result of redundancy, the Admission Body provides one or more of the Admitted Employees with an excessive salary growth above the level assumed by the Fund’s Actuary in the most recent triennial valuation, the Admission Body awards an Admitted Employee an early payment of benefit on unreduced actuarial terms or the Admission Body augments benefits, the Admission Body shall pay to the Fund any costs arising from the early payment of retirement benefits as determined by the Actuary.

# In the event that the number of retirements on the grounds of permanent ill-health or infirmity of mind or body or early payment of deferred benefits on the grounds of permanent ill-health or infirmity of mind or body during any particular period is deemed by the Administering Authority to exceed by a significant margin the allowance made by the Actuary in determining the required employer contribution rate then the Admission Body shall pay to the Fund any additional contributions as determined by the Actuary.

# Where any payment or part payment due to the Administering Authority remains unpaid at the end of a period of a month the Admission Body may be required by the Administering Authority to pay interest at the rate prescribed by the Regulations on the unpaid amount.

# Where the Admission Body requests the Administering Authority to undertake services on behalf of the Admission Body which are outside the scope of the Administering Authority's standard contract with the Actuary (including but not limited to completion of FRS102 IAS19) and the Administering Authority agrees to arrange such services the Admission Body shall reimburse the Administering Authority for any fees incurred.

# The Administering Authority agrees to notify the Admission Body in writing (by email or letter) in advance setting out the expected fee for any services undertaken in accordance with clause 6.6 above before proceeding with any of the requested services.

# Further to clause 6.2 and in consideration of the Admission Body’s contribution rate being fixed, when the Admission Body ceases to participate in the Scheme any cessation deficit or surplus determined by the Actuary will be absorbed into the existing assets and liabilities of the Scheme Employer to be considered as part of the funding evaluation at the next triennial valuation.

# If the Admission Body fails to make any payment that becomes due under this Agreement, in whole or in part, the Scheme Employer shall be liable to the Administering Authority for any such outstanding sums, including interest payable, and may set off all such sums against any payment due to the Admission Body as an employing authority, as defined in the Regulations.

# The Admission Body shall pay all contributions to the Fund in accordance with the Regulations and as requested by the Administering Authority from time to time.

# TERMINATION

# This Agreement may be terminated by the Administering Authority, the Admission Body or the Scheme Employer provided that the party seeking to terminate the Agreement gives to the other parties at least three months' notice of termination in writing.

# This Agreement shall terminate forthwith in the event that the Admission Body ceases to be an Admission Body in accordance with Schedule 2, Part 3 Paragraph (9)(a) of the Regulations.

# The Administering Authority may terminate this Agreement forthwith by notice in writing to the Admission Body and the Scheme Employer in the event of:

# the insolvency, winding up or liquidation of the Admission Body;

# material breach by the Admission Body of any of its obligations under this Agreement (but where the breach is capable of remedy only where it has not been remedied within such reasonable time as shall have been specified in a notice to remedy from the Administering Authority);

# the Admission Body does anything to prejudice the status of the scheme as a registered scheme (such terms are as defined in the Regulations);

# a failure by the Admission Body to pay any sums due to the Fund within a reasonable time after receipt of a notice from the Administering Authority requiring it to do so;

# termination of the Arrangement.

# Termination of this Agreement shall not affect any entitlement or accrued rights of any employee of the Admission Body who is or has been a member of the Fund, nor the obligation of the Admission Body to satisfy any costs or liabilities consequent upon termination of the Agreement.

# WARRANTIES REPRESENTATIONS AND UNDERTAKINGS

# The Admission Body hereby warrants, represents and undertakes (as applicable and as required in accordance with the requirements of Schedule 2, Part 3 of the Regulations) to the Administering Authority as follows:

# that it shall allow the Administering Authority or its Actuary or appointed auditor to inspect and reconcile all records and information relating to the Admitted Employees when reasonably required upon the Administering Authority giving not less than 7 Business Days’ notice of its desire to make any such inspection.

# that it shall adopt the practices and procedures relating to the operation of the Fund set out in the Regulations and in any employer's guide published by the Administering Authority and provided to the Admission Body.

# that it shall not do anything to prejudice the status of the Fund as a registered scheme within the meaning of Part 4 of the Finance Act 2004.

# that the Admitted Employees shall at all times be employed in connection with the provision of the service or assets being carried out by the Admission Body as a result of the Arrangement.

# that it shall promptly inform the Administering Authority and the Scheme Employer in writing of any material change in the terms and conditions of employment of its employees who are Admitted Employees which affect entitlement to benefits under the Scheme and of any terminations of employment of Admitted Employees by virtue of redundancy or in the interests of efficiency.

# that it shall notify the Administering Authority of each occasion on which it exercises any discretion under the Regulations or any other relevant legislation, and the manner in which such discretion is exercised.

# that it shall give immediate notice to the Administering Authority and the Scheme Employer of any matter which may affect, or is likely to affect, its participation in the Fund including but not limited to any variation in regard to its provision of the services or employment status of its Admitted Employees.

# that it shall immediately give notice to the Administering Authority and the Scheme Employer of any actual or proposed change in its status which may give rise to a termination, including take-over, reconstruction or amalgamation, liquidation or receivership or a change in the nature of its business or constitution.

# that if required it will promptly procure and put in place a bond or form of guarantee acceptable to the Administering Authority with a person or firm described in Schedule 2, Part 3 Paragraph (7) of the Regulations to meet the level of risk assessed from time to time by, the Admission Body, Scheme Employer, or Administering Authority taking actuarial advice, arising on premature termination (for any reason specified in Schedule 2, Part 3 of the Regulations) of any or all of the Arrangements, and that it will maintain and keep in place such indemnity or bond until the Administering Authority certifies in writing that there are no sums due under this Agreement or the Regulations.

# that it shall give a copy of any notification due to the Administering Authority under the Regulations to the Scheme Employer.

# The Administering Authority warrants that it will allow the Admission Body or its actuary or appointed auditors to inspect and reconcile all records, information and calculations relating to pension costs in respect of Admitted Employees as are reasonably requested and within a reasonable period of when it is requested to do so.

# BOND

# To the satisfaction of the Administering Authority and the Scheme Employer, the Admission Body, having taken account of appropriate actuarial advice and having carried out an assessment of the level of risk arising from the premature termination of the Arrangement by reason of the insolvency, liquidation or winding up of the Admission Body, determines that the level of risk so assessed is [in]sufficient to require a bond to be obtained by the Admission Body as at the Relevant Date but in accordance with clause [2.6].

# The Admission Body and the Scheme Employer warrants that they will keep under assessment the level of risk arising from the premature termination of the Arrangement by reason of the insolvency, liquidation or winding up of the Admission Body and make any necessary recommendations to the Administering Authority and the Admission Body.

# INSPECTION OF THIS AGREEMENT

# This Agreement shall be available for public inspection at the appropriate offices of the Scheme Employer.

# Upon making this Agreement, the Administering Authority shall publish details of the persons included in it in accordance with the Public Services Pensions Act 2013 or any other requirement of it in place from time to time.

# NOTICES

# All Notices given under the terms of this Agreement must be in writing and shall be sent to the address of the party set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served on the day of delivery if delivered by hand when delivered and if by first class post 48 hours after posting.

# THIRD PARTIES

# With the exception of the Eligible Employees, this Agreement does not confer upon any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

# ASSIGNMENT AND SUB-LETTING

# This Agreement shall not be assigned, sub-let or otherwise disposed of without the previous consent in writing of the other parties.

# VARIATION

# No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

# SEVERABILITY

# If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

# In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

# WAIVER

# No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other parties in writing in accordance with the provisions of clause 11.

# The failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

# A waiver by the parties of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

# GOVERNING LAW

# This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England.

**SCHEDULE 1**

**ELIGIBLE EMPLOYEES**

|  |  |  |  |
| --- | --- | --- | --- |
| **First Names** | **Last Name** | **National Insurance Number** | **Already Participating in LGPS**  **Y/N** |
|  |  |  |  |
|  |  |  |  |

IN WITNESS whereof the parties have executed this Agreement as a deed the day and year first before written.

THE COMMON SEAL OF THE NORFOLK

COUNTY COUNCIL was affixed hereto

in the presence of:

EXECUTED as a DEED by

[Admission Body]

acting by

Director:

Director/Secretary

EXECUTED as a DEED by

[Guarantor]

acting by

Director:

Director/Secretary