

Dated

20[ ]

- (1) THE NORTHERN IRELAND LOCAL GOVERNMENT OFFICERS'  
SUPERANNUATION COMMITTEE
- (2) [EMPLOYING AUTHORITY]
- (3) [ADMISSION BODY]

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Admission Agreement  
To participate in the Local Government Pension Scheme  
(Northern Ireland)

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THE NORTHERN IRELAND LOCAL GOVERNMENT OFFICERS'  
SUPERANNUATION COMMITTEE

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**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

- (1) **THE NORTHERN IRELAND LOCAL GOVERNMENT OFFICERS' SUPERANNUATION COMMITTEE** of Templeton House, 411 Holywood Road, Belfast BT4 2LP (the "**Committee**"); [and]
- (2) **[[ ] of [ ] (the "Employing Authority"); and]**<sup>1</sup>
- (3) **[ ] (company number: [ ]) whose registered office is at [ ] (the "Admission Body").**

**BACKGROUND**

- (A) The Committee is the body established under section 1 of the Local Government (Superannuation) Act (Northern Ireland) 1950 for the purposes of administering the Scheme as constituted by the Regulations.
- (B) **[The Employing Authority is a local authority as defined in Article 2 of the Superannuation (Northern Ireland) Order 1972 or is otherwise an employing authority within the meaning of the 2014 Regulations other than an admission body within the meaning of the 2014 Regulations.]**
- (C) **[The Employing Authority and the [Principal Contractor/Admission Body] have entered into the Contract. [Pursuant to the Contract, the Principal Contractor and the Admission Body have entered into the Sub-Contract.]]**
- (D) **[INSERT DETAILS OF BASIS OF ADMISSION e.g. <sup>2</sup>:**

In accordance with Schedule 2, Part 1, Paragraph 2(1)(h)(i) of the 2014 Regulations and as a result of the **[Contract/Sub-Contract]**, the Admission Body will provide services or assets in connection with the exercise of a function of the Employing Authority.

**or**

In accordance with Schedule 2, Part 1, Paragraph 2(1)(h)(ii) (employees of transferee admission bodies) of the 2014 Regulations, the Admission Body is a body which provides a public service and is approved by the Department of the

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<sup>1</sup> In accordance with Regulation 5(3), an Admission Body under Sch2, Pt1 Para 2(1)(h)(i), the Employing Authority (if it is not also the Committee) must be a party to the admission agreement

<sup>2</sup> This will depend upon the individual circumstances of each admission.

Environment for the purpose of admission to the Scheme as evidenced in the letter dated [INSERT] appended at Schedule [ ].

- (E) In accordance with Schedule 2, Part 1, Paragraph 2(1)(a)(i) (employees of admission bodies) of the 2014 Regulations, the Admission Body is a body which provides a public service in the United Kingdom otherwise than for the purposes of gain. The [Employing Authority] and the Admission Body confirm[s] that the Admission Body has sufficient links with the Employing Authority for the Admission Body and the Employing Authority to be regarded as having a community of interest, whether because the operations of the Admission Body are dependent on the operations of the Employing Authority or otherwise.

**or**

In accordance with Schedule 2, Part 1, Paragraph 2(1)(a)(ii) (employees of admission bodies) of the 2014 Regulations, the Admission Body is a body which provides a public service in the United Kingdom otherwise than for the purpose of gain and is approved by the Departments of the Environment for the purpose of admission to the Scheme as evidenced in the letter dated [INSERT] appended at Schedule [ ].

- (F) The Committee [,the Employing Authority] and the Admission Body have agreed to enter into this Agreement to allow the Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be members of the Scheme.
- (G) **[DESCRIBE BACKGROUND TO ADMISSION where appropriate]**
- (H) The terms and conditions of the admission of the Admission Body to the Scheme have been agreed by the parties to this Agreement as follows.

**NOW IT IS AGREED** as follows:

1. **Interpretation**

This Clause sets out the definitions which apply to the Agreement.

1.1 The following expressions have the following meanings:

**"2014 Regulations"** the Local Government Pension Scheme Regulations (Northern Ireland) 2014

**"Actuary"** an actuary appointed by the Committee.

<b>“Commencement Date”</b>	[        ].
<b>[“Contract”]<sup>3</sup></b>	a contract dated [        ] made between the Employing Authority and the [Principal Contractor/Admission Body] to [provide the Services] [which is anticipated to expire on [DATE]]. <sup>4</sup>
<b>“Eligible Employee”</b>	a Transferred Active Eligible Employee[, ] [or] a Transferred Non-Active Eligible Employee [or a New Eligible Employee]. <sup>5</sup>
	OR
	an employee of the Admission Body designated as an Eligible Employee by the Admission Body under clause 4 of this Agreement provided that the employee satisfies the eligibility requirements of the 2014 Regulations. <sup>6</sup>
<b>“Employing Authority”</b>	[        ]. <sup>7</sup>
<b>“Former Regulations”</b>	the former regulations as defined in Schedule 1 to the 2014 Regulations.
<b>“Fund”</b>	the pension fund maintained by the Committee pursuant to the Regulations.
<b>“Member”</b>	an Eligible 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 applicable, this term shall also include a Member’s spouse, civil partner, nominated partner, eligible child or dependant whether actual or prospective.

<sup>3</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

<sup>4</sup> Where the Admission Body is exercising the functions of a Employing Authority in connection with more than one contract there needs to be a separate admission agreement for each contract.

<sup>5</sup> For non-standard admissions – see clause 4 – note this should be amended depending on the particular circumstances of the case

<sup>6</sup> For a standard, open admissions (including limited membership and in some cases also for closed admissions)

<sup>7</sup> Where the Employing Authority is not a party to the Admission Agreement but is referred to in its terms

**[“New Eligible Employee”]<sup>8</sup>**

an employee of the Admission Body (other than a Transferred Active Eligible Employee or Transferred Non-Active Eligible Employee) designated by the Admission Body as eligible for Scheme membership provided that:

- (a) the employee satisfies the eligibility requirements of the 2014 Regulations[.] [; and
- (b) the employee is and remains employed by the Admission Body in connection with the provision of the Services.]<sup>9</sup>

**[“Principal Contractor”]<sup>10</sup>**

[ ].

**“Registered Pension Scheme”**

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

**“Regulations”**

the 2014 Regulations, the Transitional Regulations and the Former Regulations.

**“Scheme”**

the Local Government Pension Scheme (Northern Ireland), as constituted by the Regulations.

**“Scheme Year”**

a year beginning on a 1 April and ending on the next 31 March.

**“Services”**

the services which are to be provided by the Admission Body under the [Contract/Sub-Contract].

**[“Sub-Contract”]<sup>11</sup>**

[a contract dated [ ] between the Principal Contractor and the Admission Body made pursuant to the Contract to [provide the Services]].

**[“Transferred Active Eligible Employee”]<sup>12</sup>**

an employee of the Admission Body listed in **Schedule 1** formerly employed by the

<sup>8</sup> May be required, depending upon the version of the definition of Eligible Employee chosen

<sup>9</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

<sup>10</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i) , where the Admission Body is a Sub-Contractor

<sup>11</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i) , where the Admission Body is a Sub-Contractor

**["Transferred Active Eligible Employees"]**

Employing Authority and whose employment [transfers/transferred] to the Admission Body with effect on and from the Commencement Date as a result of [the Contract [and the Sub-Contract]] and who immediately before the Commencement Date was an active member of the Scheme provided that:

- (a) the employee satisfies the eligibility requirements of the 2014 Regulations[.]; and
- (b) the employee is and remains employed by the Admission Body in connection with the provision of the Services.]<sup>13</sup>

**["Transferred Non-Active Eligible Employee"]<sup>14</sup>**

an employee of the Admission Body listed in **Schedule 2** formerly employed by the Employing Authority and whose employment [transfers/transferred] to the Admission Body with effect on and from the Commencement Date as a result of [the Contract [and the Sub-Contract]] and who immediately before the Commencement Date was not an active member of the Scheme provided that:

- (a) the employee satisfies the eligibility requirements of the 2014 Regulations[.] [; and
- (b) the employee is and remains employed by the Admission Body in connection with the provision of the Services.]<sup>15</sup>

**"Transitional Regulations"**

the Local Government Pension Scheme (Amendment and Transitional Provisions) Regulations (Northern Ireland) 2014

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<sup>12</sup> May be required, depending upon the version of the definition of Eligible Employee chosen

<sup>13</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

<sup>14</sup> May be required, depending upon the version of the definition of Eligible Employee chosen

<sup>15</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

- 1.2 [Unless the Committee agrees otherwise, the expression “employed by the Admission Body in connection with the provision of the Services” shall mean that a Member spends on average in a Scheme Year at least [75]% of his time working on the Services.<sup>16</sup>]
- 1.3 Expressions have the same meaning as in the Regulations except where the context otherwise requires.
- 1.4 This Agreement includes a heading and a box at the start of each Clause which outlines its provisions. These are included for information only.
- 1.5 The Admission Body agrees with the Committee that it shall comply with the Regulations and any other regulations or legislation from time to time governing or affecting the administration of the Scheme.
- 1.6 Any references in this Agreement to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force.
- 1.7 This Agreement shall bind the respective successors of the Committee and the Admission Body , and any references in this Agreement to the Committee or to the Admission Body shall be treated as including a reference to their respective successors and not just to the specific signatories to this Agreement
- 1.8 Any question which may arise between the Committee [,] [and] the Admission Body [and the Employing Authority] relating to the construction of this Agreement or the rights and obligations under this Agreement shall be referred to the Department of the Environment for determination.

## 2. **The Regulations**

This Clause sets out the relationship between the Agreement and the Regulations.

- 2.1 The rights, obligations and actions of each party to this Agreement shall be determined by the Regulations and any other regulations or legislation from time to time governing or affecting the administration of the Scheme.
- 2.2 The Admission Body undertakes to:

<sup>16</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i) - The Committee may wish to define this term or simply rely on the undefined term as specified in Regulation 10(7) of the 2014 Regulations.



- 2.2.1 adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and in any employer's guide or pension administration strategy published by the Committee and provided to the Admission Body;
- 2.2.2 inform the Committee promptly in writing of all decisions made by the Admission Body concerning Members under Regulations 65-67, 79-90 and 99-101 or in the exercise of its discretions under Regulations 18(2)(e), 18(4)(d), 31(6), 31(8) and 32 of the 2014 Regulations or in the exercise of its discretion under the Former Regulations; and
- 2.2.3 provide (or procure to be provided) promptly all information that the Committee requests in order to discharge its Scheme functions in accordance with the Regulations and to comply with any other legal or regulatory requirements applicable to the Scheme.
- 2.3 [The Admission Body [and the Employing Authority]<sup>17</sup> undertake[s] to meet the relevant requirements of Regulations 3 and 5 of the 2014 Regulations and Schedule 2 to the 2014 Regulations.]<sup>18</sup>
- 2.4 The 2014 Regulations shall apply to employment with the Admission Body in which an Eligible Employee is an active member of the Scheme in the same way as if the Admission Body were an Employing Authority.

### 3. **Commencement Date**

This Clause sets out the date the Agreement commences.

This Agreement shall have effect on and from the Commencement Date.

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<sup>17</sup> Reference to Employing Authority is only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

<sup>18</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)

#### 4. Membership of Eligible Employees

This Clause sets out the terms on which the Eligible Employees are admitted to membership of the Scheme.

4.1 Subject to **Clauses 4.2 to 4.11** (Membership of Eligible Employees) the Committee admits the Admission Body to the Scheme with effect on and from [the Commencement Date] as an admission body.

4.2 The Admission Body designates as an Eligible Employee [each employee who is in the employment of the Admission Body and who is eligible to be a member of the Scheme under the provisions of Regulation 3 of the 2014 Regulations,] subject to the restrictions under Regulation 6 of those Regulations and the terms of this Agreement.

*Alternative<sup>19</sup>-*

4.2.1 *a Transferred Active Eligible Employee as being eligible to remain an active member of the Scheme. The designation is effective from the Commencement Date; [and]*

4.2.2 *a Transferred Non-Active Eligible Employee as being eligible to become an active member of the Scheme if he or she applies in writing to the Admission Body. The designation shall be effective on the first day of the payment period following receipt by the Admission Body of the application [.][]*

4.2.3 *[a New Eligible Employee if he or she is invited in writing by the Admission Body to become an active member of the Scheme. The designation shall be effective on the first day of the New Eligible Employee's employment by the Admission Body or, if later, the day on which the invitation is issued by the Admission Body to the New Eligible Employee.]<sup>20</sup>*

4.3 An employee of the Admission Body shall not be an Eligible Employee under **Clause 4.2** and shall not be an active member of the Scheme if any of the restrictions contained in Regulation 6 of the 2014 Regulations apply<sup>21</sup>.

<sup>19</sup> This alternative wording may be used an amended to suit a non-standard admission, e.g. where an admission will be open only to certain classes of employee, where the admission is closed, where there is an outsourcing or a merger, etc. Suitable changes should be made to the rest of Clause 4 in such non-standard circumstances.

<sup>20</sup> Applicable to open agreements only

<sup>21</sup> In previous precedents the exclusions were listed, which can be inserted here if desired.

- 4.4 The Admission Body shall procure that each employee who becomes employed by it on or after [the Commencement Date] and who is an Eligible Employee shall be admitted to the Scheme from the date that employment begins and shall be notified to the Committee.

*Additional Sub-clauses for an Admission Body under Sch 2, Pt 1, Para 2(1)(h)(i) – Change numbering accordingly*

[The Admission Body warrants and represents to the Committee [and to the Employing Authority] that every active Member is employed in connection with the provision of the Services.]<sup>22</sup>

[A Member who is an employee of the Admission Body shall be treated as leaving local government employment when he ceases to be employed in connection with the provision of the Services.]<sup>23</sup>

- 4.5 An Eligible Employee shall not remain an active member if and from the date when any of the following apply:
- 4.5.1 he or she ceases to be employed by the Admission Body; or
  - 4.5.2 he or she ceases to be eligible for active membership of the Scheme; or
  - 4.5.3 he or she gives notice to the Admission Body, in accordance with Regulation 7 (ending active membership) of the 2014 Regulations; or
  - 4.5.4 the Admission Body ceases to be an "admission body" as defined in the 2014 Regulations either because of the termination of this agreement or because the Admission Body ceases to employ active members or otherwise.
- 4.6 If an Eligible Employee is employed under a contract of employment of less than 3 months he or she will not become an active member unless:
- 4.6.1 he or she applies in writing to the Admission Body, in which case he or she will be admitted on the first day of the first payment period following receipt by the Admission Body of the application; or
  - 4.6.2 section 3 (automatic enrolment) of the Pensions (No.2) Act (Northern Ireland) 2008 applies to him or her.

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<sup>22</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)

<sup>23</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)

- 4.7 If an Eligible Employee gives notice to the Admission Body, in accordance with Regulation 7 (ending active membership) of the 2014 Regulations and thereby ceases to be an active member in accordance with Clause 4.3 above, he or she may thereafter become an active member again<sup>24</sup> if he or she is an Eligible Employee and:
- 4.7.1 he or she applies in writing to the Admission Body, in which case he or she will be admitted on the first day of the first payment period following receipt by the Admission Body of the application; or
  - 4.7.2 section 3 (automatic enrolment) of the Pensions (No.2) Act (Northern Ireland) 2008 applies to him or her.
- 4.8 Where an active member has elected in writing for a temporary reduction in contributions under Regulation 12 of the 2014 Regulations, the Admission Body must give the member information about the effect on that member's likely benefits consequent to that election. The active member's election shall be cancelled when the member reaches the automatic re-enrolment date for that employment or at any time by the member giving notice in writing to the Admission Body or otherwise in accordance with Regulation 12.
- 4.9 Within three months of a Member joining the Scheme the Admission Body must ask the Member in writing for a written statement listing all of the Member's previous periods of employment and copies of all notifications previously given to him under the 2014 Regulations and the Former Regulations (as defined in the 2014 Regulations) unless the Admission Body is satisfied that it or the Committee already has all material information. The request must include a conspicuous statement that it is important that the Member gives full and accurate information especially for ascertaining his rights under the Scheme.<sup>25</sup>
- 4.10 In respect of each Member, the Admission Body will promptly notify the Committee in writing of:
- 4.10.1 **[any change in employment which results in an active Member ceasing to be employed in connection with the provision of the Services;]**<sup>26</sup>
  - 4.10.2 any **[New]** Eligible Employee who joins or re-joins the Scheme;
  - 4.10.3 any material change in terms and conditions of employment which affect a Member's entitlement to benefits under the Scheme; and

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<sup>24</sup> This sub-clause will not be suitable for closed agreements

<sup>25</sup> Required by Regulation 101, 2014 Regulations

<sup>26</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)

4.10.4 any termination of employment, including termination by virtue of redundancy, business efficiency, ill-health or other early retirement.

4.11 [Any Employee whose contract of employment transfers to the Admission Body from [describe transfer], and who is an active member of the Scheme immediately prior to that transfer of employment shall continue to be an active member of the Scheme unless and until he or she ceases to be a member in accordance with this **Clause 4.**]<sup>27</sup>

## 5. **Admission Body Undertakings**

This Clause sets out the undertakings to be given by the Admission Body to the Committee.

### 5.1 **Payments**

Without prejudice to **Clause 6** (Contributions and Payments), the Admission Body shall pay to the Committee all contributions and payments due under the Regulations and this Agreement.

### 5.2 **Discretions**

5.2.1 Within three months of the Commencement Date, the Admission Body shall provide the Committee with a written statement of the Admission Body's policy in relation to the exercise of its functions under Regulations 18(2)(e) and 18(4)(d) (additional pension contributions, funding of additional pension); 31(6) (retirement benefits, flexible retirement), 31(8) (retirement benefits, waiving of actuarial reduction) and 32 (award of additional pension) of the 2014 Regulations and shall publish the statement. The Admission Body must keep this statement under review. Where the Admission Body determines to amend any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Committee within one month of the date any such revisions are made.

5.2.2 In preparing, reviewing or making revisions to its statement under **Clause 5.2.1** the Admission Body shall consider whether and to what extent the exercise of any of the discretions in accordance with that statement might lead to a serious loss of confidence in the public service, as required by Regulation 66(5) of the 2014 Regulations.

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<sup>27</sup> Suitable in the case of mergers etc.

- 5.2.3 The Admission Body shall notify the Committee [and the Employing Authority] promptly in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion. <sup>28</sup>

### 5.3 **Additional Pension**

- 5.3.1 Any resolution by the Admission Body to increase the total membership of a Member under Regulation 32 (award of additional pension) of the 2014 Regulations shall not have effect unless

5.3.1.1 the Committee and the Admission Body agree that the Admission Body shall pay increased contributions under Regulation 73 (contributing body's contribution) of the 2014 Regulations or an amount to meet the cost of the additional pension; or

5.3.1.2 the Admission Body pays the appropriate sum to the Committee for credit to the Fund within the period notified to it by the Committee.

- 5.3.2 The Admission Body must pay to the Fund the amount of any extra charge on the Fund as a result of the resolution which has not been paid in accordance with **Clauses 5.3.1.1** or **5.3.1.2** (Additional Pension).

### 5.4 **Matters Affecting Participation**

- 5.4.1 The Admission Body shall notify the Committee [and the Employing Authority] promptly in writing of any matter which may affect or is likely to affect its participation in the Scheme.

- 5.4.2 The Admission Body shall notify the Committee [and the Employing Authority] immediately in writing of any actual or proposed change in its status which may give rise to a termination of this Agreement, including take-over, change of control, reconstruction, amalgamation, liquidation or receivership or a change in the nature of its business or constitution. In the event of any such actual or proposed change in its status, the Admission Body shall not [designate any New Eligible Employees for membership of the Scheme or] make any representations to any Member or body regarding continued membership of the Scheme without the prior written consent of the Committee.

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<sup>28</sup> See 2014 Regulations, Sch 2 Pt 2 Para 8

5.4.3 The Admission Body shall not do anything (or omit to do anything) where such act or omission would or might prejudice the status of the Scheme as a Registered Pension Scheme.

## 5.5 **Annual Return**

The Admission Body shall, within one month of the end of each Scheme year, send to the Committee a statement (known as the Annual Return) which shall contain:

- 5.5.1 the details in relation to each employee who has been an active member during that Scheme year set out at Regulation 90(3) of the 2014 Regulations;
- 5.5.2 the information set out at Regulation 90(4) of the 2014 Regulations; and
- 5.5.3 any other information the Committee may request.

## 6. **Contributions and Payments**

This Clause sets out the contributions and payments to the Fund to be made by the Admission Body.

### 6.1 **Contributions to the Fund**

The Admission Body shall pay to the Fund:

- 6.1.1 the amount calculated in accordance with its rates and adjustments certificate issued by the Actuary. This will be payable monthly in arrears no later than the date specified by the Committee or in accordance with any other terms of the rates and adjustments certificate;
- 6.1.2 all amounts from time to time deducted from the pay of the Members under the Regulations. These will be payable monthly in arrears no later than the date specified by the Committee and in any event no later than the time required under section 49(8) of the Pensions (Northern Ireland) Order 1995 and any other relevant legislation;
- 6.1.3 any amount received by the Admission Body by deduction or otherwise under Regulations 13 (contributions during absence from work), 14 (contributions during child-related leave), 15 (contributions during reserve forces service leave), 16 (contributions during absence for

- illness or injury), 18 (additional pension contributions) or 19 (additional voluntary contributions) of the 2014 Regulations;
- 6.1.4 any appropriate sum or any extra charge payable under **Clause 5.3** (Additional Pension);
- 6.1.5 any extra charge on the Fund notified to it by the Committee resulting from:
- 6.1.5.1 an active Member becoming entitled to benefits under Regulation 36 (early payment of retirement pension on ill-health grounds: active members) of the 2014 Regulations; or
- 6.1.5.2 a deferred Member becoming entitled to benefits under Regulation 37 (early payment of retirement pension on ill-health grounds: deferred members) of the 2014 Regulations.
- 6.1.6 any extra charge on the Fund notified to it by the Committee in respect of:
- 6.1.6.1 the immediate payment of retirement benefits when the Admission Body dismisses an active Member by reason of redundancy or business efficiency or where the active Member's employment is terminated by mutual consent on grounds of business efficiency pursuant to Regulation 31(7) (retirement benefits, early leavers on grounds of redundancy or business efficiency) of the 2014 Regulations;
- 6.1.6.2 the immediate payment of retirement benefits with the Admission Body's consent under Regulation 31(6) (retirement benefits, flexible retirement) of the 2014 Regulations including the costs of the Admission Body waiving any reduction of benefits under Regulation 31(8); or
- 6.1.6.3 the immediate payment of retirement benefits under Regulation 31(5) (retirement benefits, election to receive immediate payment) of the 2014 Regulations including the costs of the Admission Body waiving any reduction of benefits under those Regulation 31(8);
- 6.1.7 any revised contribution(s) due under **Clause 6.5** (Adjustment of Contribution Rate);



- 6.1.8 any termination contribution(s) due under **Clause 7.4.2** (Termination Valuation);
- 6.1.9 any contribution (other than that required under **Clause 6.1.1** (Contributions to the Fund)) required by the Committee towards the cost of the Fund's administration relating to the Admission Body including (without limitation) an amount specified in a notice given by the Committee under Regulation 76 (additional costs arising from employing authority's level of performance) of the 2014 Regulations and the costs of any reports and advice requested by the Admission Body from the Actuary;
- 6.1.10 any interest payable under the Regulations; and
- 6.1.11 any other payments or contributions required by the Regulations or by any other legislation.

## 6.2 **Due Date for Payment**

Save where this Agreement, the Regulations or any other relevant legislation expressly require otherwise, any amount which the Admission Body is required to pay by virtue of **Clause 5.1** (Payments) and **Clause 6.1** (Contributions to the Fund) must be paid to the Fund within such period as is notified to it by the Committee (and in accordance with any provisions in any legislation or regulations in force from time to time) from the date of receipt by the Admission Body from the Committee of written notification of the sum or (where relevant) of any revised rates and adjustments certificate (or within such other period and on such terms as the Committee and the Admission Body may agree).

## 6.3 **Information About Members' Contributions**

- 6.3.1 Any payments made by the Admission Body under **Clause 6.1.2** (Contributions to the Fund) must be accompanied by a statement (given in such form and at such intervals as the Committee shall specify) showing:
  - 6.3.1.1 the total pensionable pay received by members during the period covered by the statement whilst Regulation 11 (contributions) of the 2014 Regulations applied including, where relevant, the assumed pensionable pay members were treated as receiving during that period, in accordance with Regulation 23 (assumed pensionable pay) of the 2014 Regulations;
  - 6.3.1.2 the total employee contributions (if any) deducted from the pensionable pay under **Clause 6.3.1.1**;

- 6.3.1.3 the total pensionable pay received by members during the period covered by the statement whilst regulation 12 (temporary reduction in contributions) of the 2014 Regulations including, where relevant, the assumed pensionable pay members were treated as receiving during that period, in accordance with Regulation 23 (assumed pensionable pay) of the 2014 Regulations;
  - 6.3.1.4 the total employee contributions (if any) deducted from the pensionable pay under **Clause 6.3.1.3**
  - 6.3.1.5 the total contributions of the Admission Body in respect of the pensionable pay under **Clauses 6.3.1.1** and **6.3.1.3**.
  - 6.3.1.6 the total additional pension contributions (if any) paid by members under Regulation 18 (additional pension contributions) of the 2014 Regulations during the period covered by the statement;
  - 6.3.1.7 the total additional pension contributions (if any) paid by the Admission Body under Regulation 18 (additional pension contributions) of the 2014 Regulations during the period covered by the statement; and
  - 6.3.1.8 such other information as the Committee may require.
- 6.3.2 Any question concerning what rate of contribution a Member is liable to pay to the Fund must be decided by the Admission Body.

#### 6.4 **Interest on Late Payment**

If any sum payable by the Admission Body under the Regulations or this Agreement remains unpaid, the Committee may require the Admission Body to pay interest on the unpaid sum in accordance with Regulation 77 (interest) of the 2014 Regulations.

#### 6.5 **Adjustment of Contribution Rate**

6.5.1 Without prejudice to its powers under Regulation 70(8) (special circumstances where revised actuarial valuations and certificates must be obtained) of the 2014 Regulations, where in the opinion of the Committee there are circumstances which make it likely that the Admission Body will become an exiting employer, whether by ceasing to be an Admission Body or by no longer have active members contributing to the Fund or both, the Committee may obtain from the

Actuary a certificate specifying the percentage or amount by which in the Actuary's opinion

6.5.1.1 the Admission Body's contribution rate at the common rate should be adjusted; or

6.5.1.2 any prior individual adjustment should be increased or reduced;

with a view to providing that the value of the Fund's assets in respect of the liabilities of the Admission Body equivalent to the exit payment that will be due from the Admission Body at the date when it becomes an exiting employer (calculated on such basis as the Actuary shall recommend) PROVIDED ALWAYS that the Committee may determine a date on which the Admission Body ceases to employ active Members or this Agreement otherwise ceases to have effect where it reasonably believes that an Admission Body is to cease to employ active Members at some point in the near future but the actual date is not known.

6.5.2 In accordance with Regulation 70(2) (special circumstances where revised actuarial valuations and certificates shall be obtained) of the 2014 Regulations, where the Admission Body ceases to employ any active Members or this Agreement otherwise ceases to have effect and **Clause [6.5.4]**<sup>29</sup> **[6.5.5]** (Adjustment of Contribution Rate) does not apply, the Committee shall obtain:

6.5.2.1 an actuarial valuation as at the date the Admission Body ceases to employ any active Members or as at the date this Agreement ceases to have effect (as appropriate) of the Fund's liabilities in respect of the benefits in respect of the Admission Body's current and former employees and any inherited liabilities (calculated on such basis as the Actuary shall recommend); and

6.5.2.2 a revision of the Admission Body's rates and adjustments certificate showing the revised contribution(s) due and payable by the Admission Body.

6.5.3 [Without prejudice to the provisions of Regulation 70 (special circumstances where revised actuarial valuations and certificates shall be obtained) of the 2014 Regulations, where for any reason it is not possible to obtain the revised contribution(s) from the Admission Body or from any person providing a bond, indemnity or guarantee in

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<sup>29</sup> This will be 6.5.4 if 6.5.3 is deleted – 6.5.3 is only relevant to an Admission Body under Sch 2, Part 1, Para 2(1)(h)(i)

accordance with **Clause 8** (Risk Assessment), then the Committee may obtain a further revision of the Employing Authority's rates and adjustments certificate showing the revised contributions due from the Employing Authority.]<sup>30</sup>

6.5.4 The Admission Body shall meet the costs of obtaining any certificate under this **Clause 6** (Adjustment of Contribution Rate). The Admission Body will co-operate with the Committee and the Actuary to provide the certificate or review.

6.5.5 Where an Admission Body ceases to employ any active Members in the Scheme the Committee may, with the approval of the Department of the Environment, defer obtaining an actuarial valuation and a revision of the rates and adjustments certificate and determine the date as at which the actuarial valuation and a revision of the rates and adjustments certificate will be obtained and the dates from which it will be effective and at which it will be reviewed.

6.5.6 During any period of deferral pursuant to **Clause [6.5.4]**<sup>31</sup> **[6.5.5]** (Adjustment of Contribution Rate), the Admission Body will continue to pay contributions pursuant to **Clause 6.1.1** (Contributions to the Fund).

## 6.6 **Right of Set Off**<sup>32</sup>

Notwithstanding any terms to the contrary contained in the [Contract/Sub-Contract], if any sum payable by the Admission Body under the Regulations or this Agreement has not been paid by the date on which it becomes due then the Committee may [require the Employing Authority to] set off against any payments due to the Admission Body an amount equal to the sum due (including any interest payable) and pay the sum to the Fund by a date specified by the Committee.

## 6.7 **[Funding]**

Any payment due from the Admission Body under **Clause 6.1.1** (Contributions to the Fund) shall be calculated on the assumption that, as at the Commencement Date, any liabilities relating to the Members' Scheme membership prior to the Commencement Date (as determined by the Actuary in accordance with the actuarial assumptions consistent with the most recent actuarial valuation of the Fund before the Commencement Date (updated to the

<sup>30</sup> Only include for an Admission Body under Sch 2, Part 1, Para 2(1)(h)(i)

<sup>31</sup> This will be 6.5.4 if 6.5.3 is deleted – 6.5.3 is only relevant to an Admission Body under Sch 2, Part 1, Para 2(1)(h)(i)

<sup>32</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i). Consider joining principal contractor to the Admission Agreement and incorporating a right to set-off in the Contract.

Commencement Date as necessary)) are 100% funded. Where any additional funding (as certified by the Actuary) is necessary, this shall be deducted from the Employing Authority's notional allocation of assets within the Fund. For the avoidance of doubt, 100% funded shall mean that the Admission Body shall be notionally allocated at the Commencement Date an amount of assets within the Fund equal to the value placed on the liabilities as at the Commencement Date as determined by the Fund Actuary.]<sup>33</sup>

## 7. Termination

This Clause sets out the ways in which the Admission Body and the Committee may terminate the Agreement.

### 7.1 Termination by Notice

Subject to **Clauses 7.2** (Automatic Termination) and **7.3** (Immediate Termination by the Committee), the Committee or the Admission Body] may terminate this Agreement by giving at least three months' notice of termination in writing to the [Admission Body] [other parties to this Agreement].<sup>34</sup>

### 7.2 Automatic Termination

This Agreement shall automatically terminate on [the earlier of:

7.2.1 the date of expiry or earlier termination of the Contract [and/or Sub-Contract]; or]<sup>35</sup>

7.2.2 the date the Admission Body [otherwise] ceases to be an admission body for the purposes of the Regulations.

### 7.3 Immediate Termination by the Committee

7.3.1 The Committee may terminate this Agreement with immediate effect by notice in writing to the Admission Body:

7.3.1.1 where the Admission Body breaches any of its obligations under this Agreement (including, for the avoidance of doubt, where the Admission Body fails to pay any sums due to the Fund or where the Admission Body fails to renew or adjust the level of the bond, indemnity or

<sup>33</sup> This is the normal approach of the Committee in an outsourcing

<sup>34</sup> The Committee should consider whether it wants to give the Admission Body the power to terminate by notice.

<sup>35</sup> Only applicable for an Admission Body under Sch2, Pt1 Para 2(1)(h)(i).

guarantee (if required) in accordance with **Clause 8** (Risk Assessment)). If the breach is capable of remedy, the Committee shall first give the Admission Body the opportunity of remedying the breach within such reasonable period as the Committee may specify;

7.3.1.2 on the insolvency, winding up or liquidation of the Admission Body;

7.3.1.3 where the continued participation of the Admission Body in the Scheme would or might prejudice the status of the Scheme as a Registered Pension Scheme; or

7.3.1.4 if the Admission Body ceases to employ any Eligible Employees who are active Members of the Fund [(and notifies the Committee that it will not be nominating any New Eligible Employees).]<sup>36</sup>

7.3.2 If the Committee believes it is necessary to protect the solvency of the Fund, it may require the active members employed by Admission Body to cease future accrual with effect from a date specified by the Committee and, if so, from the date so specified the Admission Body shall no longer employ active members of the Scheme and the admission agreement shall be terminated in accordance with 7.3.1.4.

#### 7.4 **Termination Valuation**

7.4.1 Where the Committee is unable for any reason to obtain an actuarial valuation or issue a revision of the Admission Body's rates and adjustments certificate in accordance with **Clause 6** (Adjustment of Contribution Rate) then (without prejudice to any powers set out in the Regulations), the Committee shall have the right to obtain from the Actuary an actuarial valuation of the assets and liabilities of the Fund in respect of the Members as at the date this Agreement ceases to have effect calculated on such basis as the Actuary shall recommend.

7.4.2 The Admission Body will pay to the Fund a contribution (as certified by the Actuary) equal to any deficit in the Fund shown by the valuation under **Clause 7.4.1** (Termination Valuation).

7.4.3 [Where the Admission Body does not pay the contribution required in accordance with **Clause 7.4.2** (Termination Valuation) and the sum is

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<sup>36</sup> This is applicable for open agreements only and where the term New Eligible Employee is being used in the agreement. The provision should be amended under other circumstances.

not paid in full by any person providing a bond, indemnity or guarantee in accordance with **Clause 8** (Risk Assessment), then the Committee may recharge any unpaid balance within the Fund to the Employing Authority.]<sup>37</sup>

#### 7.5 **Other Outstanding Payments on Termination**

Where any contributions, payments or other sums due under this Agreement or the Regulations (including without limitation any payments by instalments agreed under **Clause 6** (Contributions and Payments) remain outstanding on the termination of this Agreement the Admission Body shall pay them in full within [28] days of the date of termination.

#### 7.6 **Rights on Termination**

The termination of this Agreement shall be without prejudice to the rights, duties and liabilities of any party accrued prior to such termination. The Clauses of this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

#### 7.7 **Costs**

The Admission Body shall pay to the Committee any costs (including professional costs and the costs of obtaining any actuarial valuation under **Clause 7.4.1** (Termination Valuation) which the Fund or the Committee may incur as a result of the Agreement's termination.

### 8. **Risk Assessment**

This Clause sets out the terms which apply to assess whether a bond, indemnity and/or guarantee is required to mitigate the risk of exposure for the Fund on premature termination of the Agreement.

#### 8.1 **Initial Level of Risk Exposure**

The Admission Body has assessed (taking account of actuarial advice) the level of risk exposure arising on the premature termination of the provision of [service or assets (as applicable)] [the Services] by reason of the insolvency, winding up or liquidation of the Admission Body [as being the sum of [ ]

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<sup>37</sup> Only applicable for an Admission Body under Sch 2 Part 1 Para 2(1)(h)(i).

pounds sterling (£[ ]]). This assessment has been carried out to the satisfaction of the Committee [and the Employing Authority].<sup>38</sup>

## 8.2 Provision of Bond, Indemnity or Guarantee

### **[WHERE A BOND IS INITIALLY REQUIRED]**

The Admission Body warrants that [at the Commencement Date] there [is/will be] in place a bond or indemnity (in a form approved by the Committee [and the Employing Authority]) from a person or firm meeting the requirements of Schedule 2, Part 2, Paragraph 2 ) of the 2014 Regulations for the level of risk exposure specified in **Clause 8.1** (Initial Level of Risk Exposure).

### **[WHERE A GUARANTEE IS INITIALLY REQUIRED]**<sup>39</sup>

8.2.1 The Committee [and the Employing Authority] [have/has] agreed that it is not desirable for the Admission Body to provide a bond or indemnity but instead that the Admission Body shall secure a guarantee (in a form approved by the Committee) [and the Employing Authority] from [**INSERT NAME**] being [a person who funds the Admission Body in whole or in part/owns the Admission Body/controls the exercise of the functions of the Admission Body].

8.2.2 Notwithstanding the provision of the guarantee under **Clause 8.2.1** (Provision of Bond, Indemnity or Guarantee), where so required by the Committee [or the Employing Authority] at any time after the Commencement Date, the Admission Body shall arrange for provision of a bond or indemnity (in a form approved by the Committee [and the Employing Authority]) from a person or firm meeting the requirements of Schedule 2, Part 2, Paragraph 2 of the 2014 Regulations to cover the level of risk exposure assessed by the [Admission Body] [Employing Authority] (taking account of actuarial advice) to the satisfaction of the Committee [and the Employing Authority].<sup>40</sup>

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<sup>38</sup> The level of risk exposure must also be actuarially assessed to the satisfaction of the Employing Authority in the case of an Admission Body under Sch2, Pt1 Para 2(1)(h)(i)

<sup>39</sup> For an admission body under Sch 2, Part 1, Para 2(1)(b)), the Employing Authority(-ies) must give a guarantee in the agreement covering all liabilities of the body under the LGPS Regulations if at the date that the admission agreement is made the contributions paid to the body by the Employing Authority(-ies) equal in total 50% or less of the total amount the body receives from all sources, and in such a case, the wording should be tailored appropriately. The Committee may wish, however, to consider a guarantee in other circumstances too.

<sup>40</sup> The Committee will need to consider whether it wants the option to require a bond or indemnity where a guarantee has been provided – this is likely to depend on the terms of the guarantee i.e. whether the guarantee sufficiently covers all risks during the term of the Agreement.



**[WHERE NO BOND OR GUARANTEE IS INITIALLY REQUIRED]**

The Committee [and the Employing Authority] [have/has] agreed that the initial level of risk exposure is not such as to require a bond, indemnity or guarantee.

**8.3 Ongoing Assessment of Risk<sup>41</sup>**

8.3.1 During the term of this Agreement, the [Admission Body] [Employing Authority] shall keep the level of risk exposure arising on the premature termination of the provision of [service or assets (as applicable)] [the Services] by reason of the insolvency, winding up or liquidation of the Admission Body under assessment at regular intervals as required by the Committee [and the Employing Authority].

8.3.2 Where so required by the Committee [or Employing Authority] the Admission Body shall:

8.3.2.1 arrange for any existing bond, indemnity or guarantee to be amended to cover any new level of risk exposure notified to it (provided that, in the case of a guarantee, the Committee [and the Employing Authority] [have/has] agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity);

8.3.2.2 arrange for provision of a new bond or indemnity (in a form approved by the Committee [and the Employing Authority]) from a person or firm meeting the requirements of Schedule 2, Part 2, Paragraph 2 of the 2014 Regulations to cover such new level of risk exposure; or

8.3.2.3 secure a new guarantee (in a form approved by the Committee [and the Employing Authority]) from a person listed in Schedule 2, Part 2, Paragraph 3 of the 2014 Regulations to cover such new level of risk exposure, provided that the Committee [and the Employing Authority] [have/has] agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity.

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<sup>41</sup> In the case of an Admission Body under Sch2, Pt 1, Para 2(1)(h)(i) the assessment of risk must be carried out by the Employing Authority (as required by the Regulations). In any other case, we recommend that an assessment of risk is still carried out but this should be done by the Admission Body, albeit this is not strictly required under the Regulations.

8.3.3 In any such case the new level of risk exposure must have been assessed by the [Admission Body] [Employing Authority] (taking account of actuarial advice) to the satisfaction of the Committee [and the Employing Authority].

#### 8.4 **Renewal of Bond, Indemnity or Guarantee**

8.4.1 Where any bond, indemnity or guarantee provided under this **Clause 8** (Risk Assessment) expires during the term of this Agreement, at least one month before the date of expiry [and as directed by the Committee]<sup>42</sup> the Admission Body shall:

8.4.1.1 renew such existing bond, indemnity or guarantee (provided that, in the case of a guarantee, the Committee [and the Employing Authority] [have/has] agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity);

8.4.1.2 arrange for a new bond or indemnity (in a form approved by the Committee [and the Employing Authority]) from a person or firm meeting the requirements of Schedule 2, Part 2, Paragraph 2 of the 2014 Regulations; or

8.4.1.3 secure a new guarantee (in a form approved by the Committee [and the Employing Authority]) from a person listed in Schedule 2, Part 2, Paragraph 3 of the 2014 Regulations, provided that the Committee [and the Employing Authority] [have/has] agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity.

8.4.2 In any such case the new level of risk exposure must have been assessed by the Admission Body (taking account of actuarial advice) to the satisfaction of the Committee [and the Employing Authority] prior to the expiry of the existing bond, indemnity or guarantee.

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<sup>42</sup> Include if the Committee wishes to have the option to require the Admission Body to replace, rather than renew, an existing bond, indemnity or guarantee.

9. **Indemnity from the Admission Body**

This Clause sets out the terms of the indemnity to be provided by the Admission Body in favour of the Committee.

9.1 The Admission Body undertakes to indemnify and keep indemnified the Committee against any costs and liabilities which it 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:

9.1.1 the non-payment by the Admission Body of any contributions or payments due to the Fund under this Agreement or the Regulations; or

9.1.2 any breach by the Admission Body of this Agreement the Regulations or any other legal or regulatory requirements applicable to the Scheme.

9.2 Any demand under **Clause 9.1** (Indemnity from Admission Body) must be paid by the Admission Body to the Committee or to the Fund (as applicable) within [14] days of receipt by the Admission Body of such demand. [In the event of non-payment by the Admission Body, the Employing Authority shall indemnify and keep indemnified the Committee against such costs and liabilities.]<sup>43</sup>

10. **[Department of the Environment conditions]**

[INSERT IF APPLICABLE]

11. **Notices**

This Clause sets out how any written notices are to be served.

All notices under this Agreement shall be in writing and shall be served by sending the same by first class post, facsimile or by hand or leaving the same at the registered office of the Admission Body or the headquarter address of the Committee [or the Employing Authority].

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<sup>43</sup> This is only applicable if the Committee and the Employing Authority are separate bodies.

12. **Waiver**

This Clause sets out what happens if there is a failure to enforce the Agreement.

Failure or neglect by the Committee [or the Employing Authority] to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of the Committee's [or the Employing Authority's] rights [(as the case may be)] nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Committee's [or the Employing Authority's] rights [(as the case may be)] to take subsequent action.

13. **Severance**

This Clause sets out what happens if any part of the Agreement is found to be invalid.

13.1 If any provision of or period of Scheme membership following purported admission to the Scheme under this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of or any other periods of Scheme membership under this Agreement which shall remain in full force and effect.

13.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

14. **Entire Agreement**

This Clause provides that the Agreement sets out the only terms relating to the admission of the Admission Body.

Except where expressly provided, 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 Clause sets out the terms that apply in relation to amending the Agreement.

15.1 The parties to this Agreement may, with the agreement of all of them in writing, amend this Agreement by deed provided that:

15.1.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and

15.1.2 the amendment would not prejudice the status of the Scheme as a Registered Pension Scheme.

16. **Public Inspection**

This Clause sets out the circumstances in which the Agreement can be inspected by the public.

[Subject to **Schedules 1** and **2** being removed to protect personal data for the purposes of the Data Protection Act 1998, this][This] Agreement shall be made available for public inspection by the Committee [and the Employing Authority] at [its/their] [appropriate] office[s].

17. **More than one Counterpart**

This Clause sets out how the Agreement can be executed in counterparts.

This Agreement may be executed in more than one counterpart, which together constitute one agreement. When each signatory to this Agreement has executed at least one part of it, it will be as effective as if all the signatories to it had executed all of the counterparts. Each counterpart Agreement will be treated as an original.

18. **Laws**

This Clause sets out the legal framework which governs the Agreement.

- 18.1 This Agreement will be governed by and interpreted in accordance with the laws of Northern Ireland and each party submits to the jurisdiction of the courts of Northern Ireland.
- 18.2 Any rights that a third party may have under the Contracts (Rights of Third Parties) Act 1999 are excluded.

Precedent

**EXECUTED** as a deed and delivered on the date stated at the beginning of this Agreement.

**EXECUTED** as a **DEED** by )  
**THE NORTHERN IRELAND LOCAL** )  
**GOVERNMENT OFFICERS'** )  
**SUPERANNUATION COMMITTEE** )  
acting by:- )

Secretary/Authorised Signatory .....

**THE COMMON SEAL** of:  
**[EMPLOYING AUTHORITY]**<sup>44</sup>  
was affixed in the presence of:

**Authorised Officer**

**EXECUTED AS A DEED**<sup>45</sup> by:  
**[ADMISSION BODY]**  
acting by a Director and its Secretary or two Directors

**Director/Company Secretary**

**Director**

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<sup>44</sup> This Clause is used only where an Employing Authority is a party to the Deed – usually for an Admission Body under Sch 2, Part 1, Para 2(1)(h)(i). The wording must be as required by the Employing Authority to validly enter into a deed. Take note of the requirements of the Companies Act 2006 etc.

<sup>45</sup> Insert the wording required by the Admission Body for it to validly enter into a Deed. Take note of the requirements of the Companies Act 2006 etc.

## SCHEDULE 1

### Transferred Active Eligible Employees

Surname	Forename	Sex (M/F)	National Number	Insurance



**SCHEDULE 2**

**Transferred Non-Active Eligible Employees**

<b>Surname</b>	<b>Forename</b>	<b>Sex (M/F)</b>	<b>National Number</b>	<b>Insurance</b>