

Dated

2015

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER
- (2) ARK SCHOOLS
- (3) JPL CATERING LIMITED

---

Admission Agreement  
To participate in the Local Government Pension Scheme  
In respect of King Solomon Academy  
**DRAFT**

---

Westminster City Council  
Westminster City Hall  
64 Victoria Street  
London  
SW1E 6QP

# CONTENTS

<b>Clause</b>		<b>Page</b>
1	INTERPRETATION .....	2
2	THE REGULATIONS .....	4
3	COMMENCEMENT DATE .....	5
4	MEMBERSHIP OF ELIGIBLE EMPLOYEES .....	6
5	ADMISSION BODY UNDERTAKINGS.....	8
	5.1 Payments.....	8
	5.2 Discretions .....	8
	5.3 Additional Pension .....	8
	5.4 Matters Affecting Participation .....	9
6	CONTRIBUTIONS AND PAYMENTS .....	10
	6.1 Contributions to the Fund .....	10
	6.2 Due Date for Payment .....	11
	6.3 Information About Pay and Contributions .....	12
	6.4 Interest on Late Payment .....	13
	6.5 Adjustment of Contribution Rate .....	13
	6.6 Right of Set Off.....	15
	6.7 Funding .....	15
7	TERMINATION .....	16
	7.1 Termination by Notice.....	16
	7.2 Automatic Termination.....	16
	7.3 Immediate Termination by the Administering Authority.....	16
	7.4 Termination Valuation.....	17
	7.5 Other Outstanding Payments on Termination.....	17
	7.6 Rights on Termination.....	17
	7.7 Costs .....	17
8	RISK ASSESSMENT .....	18
	8.1 Initial Level of Risk Exposure .....	18
	8.2 Provision of Bond, Indemnity or Guarantee.....	18
	8.3 Ongoing Assessment of Risk.....	18
	8.4 New or Extended Bond, Indemnity or Guarantee.....	18
9	INDEMNITY FROM ADMISSION BODY .....	20
11	NOTICES .....	21
12	WAIVER.....	22
13	SEVERANCE .....	23
14	ENTIRE AGREEMENT .....	24
15	AMENDMENT .....	25
16	PUBLIC INSPECTION .....	26
17	MORE THAN ONE COUNTERPART .....	27
18	LAWS.....	28
<b>Schedule</b>		
	Eligible Employees .....	309

**This Agreement** is made on the                      day of

**2015**

**Between:**

- (1) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of Westminster City Hall, 64 Victoria Street, London SW1E 6QP (the "**Administering Authority**"); and
- (2) **ARK SCHOOLS** (company number: 05112090) [, trading as King Solomon Academy,] whose registered office is at 65 Kingsway, London WC2B 6TD (the "**Scheme Employer**"); and
- (3) **JPL CATERING LIMITED** (company number: 06842623) whose registered office is at 108 Cleeve Road, Leatherhead, Surrey KT22 7NF (the "**Admission Body**").

**Background**

- (A) The Administering Authority is an administering authority within the meaning of the Regulations. It administers and maintains the Fund in accordance with the Regulations.
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations.
- (C) The Scheme Employer is a multi-academy trust and proprietor of the Academy.
- (D) The Scheme Employer and the Admission Body entered into the Contract.
- (E) In accordance with paragraph 1(d)(i) of Part 3 of Schedule 2 to the 2013 Regulations and as a result of the Contract, the Admission Body will provide services or assets in connection with the exercise of a function of the Scheme Employer.
- (F) The Administering Authority, the Scheme Employer 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) The terms and conditions of such admission 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 and rules of interpretation which apply to the Agreement.

1.1 The following expressions have the following meanings:

<b>"2013 Regulations"</b>	The Local Government Pension Scheme Regulations 2013.
<b>"Academy"</b>	means King Solomon Academy of Penfold Street, London NW1 6RX.
<b>"Actuary"</b>	an actuary appointed by the Administering Authority.
<b>"Business Day"</b>	any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.
<b>"Commencement Date"</b>	1 August 2015.
<b>"Contract"</b>	a contract dated [insert date contract was completed] between the Scheme Employer and the Admission Body to provide the Services.
<b>"Eligible Employee"</b>	an employee of the Admission Body who is listed in the Schedule.
<b>"Fund"</b>	the Westminster Pension Fund administered within the Scheme.
<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.
<b>"Registered Pension Scheme"</b>	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.
<b>"Regulations"</b>	the 2013 Regulations and the Transitional Regulations.

<b>“Scheme”</b>	the Local Government Pension Scheme established and governed by the Regulations.
<b>“Scheme Year”</b>	a year beginning on a 1 April and ending on the next 31 March.
<b>“Services”</b>	the school catering services which are to be provided by the Admission Body at the Academy under the Contract.
<b>“Transitional Regulations”</b>	the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014.

- 1.2 Unless the Administering Authority agrees otherwise, the expression “employed in connection with the provision of the Services” shall mean that an Eligible Employee spends on average in a Scheme Year at least 75% of his time working on the Services.
- 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 Any reference in this Agreement to any statute or statutory provision will include any subordinate legislation made under it and will be construed as a reference to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.6 Words such as “in particular”, “includes” or “including” shall not limit the generality of the words preceding them.

## 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.
- 2.2 The Admission Body undertakes to:
- 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 and service level agreement published by the Administering Authority and provided to the Admission Body;
  - 2.2.2 inform the Administering Authority promptly in writing of all decisions made by the Admission Body concerning Members under Regulation 72 of the 2013 Regulations; and
  - 2.2.3 provide (or procure to be provided) promptly all information that the Administering Authority reasonably 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 undertakes to meet the relevant requirements of the Regulations.
- 2.4 The Regulations will apply to the Admission Body and 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 a Scheme employer listed in Part 2 of Schedule 2 to the 2013 Regulations.

3. **COMMENCEMENT DATE**

This Clause sets out the date the Agreement commences.

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

DRAFT

#### 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 the terms of this Agreement, the Administering Authority admits the Admission Body to the Scheme with effect on and from the Commencement Date.

4.2 Subject to the following provisions of this **Clause 4** (Membership of Eligible Employees), the Admission Body designates:

4.2.1 an Eligible Employee listed in Part 1 of the Schedule as being eligible to remain an active member of the Scheme. The designation is effective on and from the Commencement Date; and

4.2.2 an Eligible Employee listed in Part 2 of the Schedule 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 and from the first day of the payment period following receipt by the Admission Body of the application.

4.3 Notwithstanding the provisions of **Clause 4.2** (Membership of Eligible Employees), an Eligible Employee will cease to be an active member in the circumstances set out in Regulation 5 of the 2013 Regulations.

4.4 An Eligible Employee may not be an active member of the Scheme if he is an active member of another occupational pension scheme (within the meaning of section 1 of the Pension Schemes Act 1993) in relation to the employment in respect of which he would otherwise be eligible to be designated for Scheme membership, or if he otherwise fails to satisfy the eligibility requirements of the 2013 Regulations.

4.5 Within three months of:

4.5.1 a Member joining the Scheme; or

4.5.2 any change in respect of a Member's employment which is material for 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 2013 Regulations and the Earlier Regulations (as defined in the Transitional Regulations) unless the Admission Body is satisfied that it or the Administering Authority 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.

- 4.6 An Eligible Employee may only be an active member of the Scheme by virtue of this Agreement if and for so long as he is employed in connection with the provision of the Services.
- 4.7 In respect of each Member, the Admission Body will promptly notify the Administering Authority and the Scheme Employer in writing of:
- 4.7.1 any change in employment which results in an Eligible Employee who is an active member ceasing to be employed in connection with the provision of the Services;
  - 4.7.2 any Eligible Employee who joins or re-joins the Scheme;
  - 4.7.3 any material change in terms and conditions of employment which affect a Member's entitlement to benefits under the Scheme; and
  - 4.7.4 any termination of employment, including termination by virtue of redundancy, business efficiency, ill-health or other early retirement.

## 5. **ADMISSION BODY UNDERTAKINGS**

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

### 5.1 **Payments**

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

### 5.2 **Discretions**

5.2.1 Within three months of the date of this Agreement, the Admission Body shall provide the Administering Authority with a statement of the Admission Body's policies concerning the exercise of its functions under Regulations 16(2)(e), 16(4)(d), 30(6), 30(8) and 31 of the 2013 Regulations. The statement must follow the form of statement prescribed by the Administering Authority as from time to time in place. The Admission Body must keep these policies under review. Where the Admission Body determines to revise any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.

5.2.2 The Admission Body will notify the Administering Authority and the Scheme Employer promptly in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion.

### 5.3 **Additional Pension**

5.3.1 The Admission Body will not resolve to award a Member additional pension under Regulation 31 of the 2013 Regulations unless either:

5.3.1.1 the Administering Authority and the Admission Body agree that the Admission Body will pay increased contributions to meet the cost of the additional pension; or

5.3.1.2 the Admission Body pays the sum required under Regulation 68(3) of the 2013 Regulations to the Administering Authority for credit to the Fund.

5.3.2 The Admission Body must pay to the Fund the amount of any extra charge on the Fund arising as a result of the resolution which has not

been discharged by payments made 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 will notify the Administering Authority and the Scheme Employer 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 will notify the Administering Authority and the Scheme Employer immediately in writing 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. In the event of any such actual or proposed change in its status, the Admission Body will not make any representations to any Member or body regarding continued membership of the Scheme without the prior written consent of the Administering Authority.
- 5.4.3 The Admission Body will 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.

## 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 in relation to the Members:

- 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 Administering Authority 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 Administering Authority and in any event no later than the time required under section 49(8) of the Pensions Act 1995;
- 6.1.3 any amount received by the Admission Body by deduction or otherwise under Regulations 12, 13, 14, 16 and 17 of the 2013 Regulations;
- 6.1.4 any sum or any extra charge payable under **Clauses 5.3.1.2** and **5.3.2** (Additional Pension) respectively;
- 6.1.5 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of the immediate payment of benefits when:
  - 6.1.5.1 a Member who is an active member of the Scheme has his employment with the Admission Body terminated on grounds of ill-health or infirmity of mind or body which renders him both permanently incapable of discharging efficiently the duties of his current employment and not immediately capable of undertaking any gainful employment; or
  - 6.1.5.2 a Member who became a deferred member of the Scheme on leaving his employment with the Admission Body receives payment of his benefits immediately on grounds of ill-health or infirmity of mind or body which renders him both permanently incapable of discharging efficiently the duties of that employment and unlikely to be capable of

undertaking gainful employment before normal pension age, or for at least three years, whichever is the sooner;

- 6.1.6 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of:
  - 6.1.6.1 the immediate payment of benefits when the Admission Body dismisses a Member who is an active member of the Scheme by reason of redundancy or business efficiency or where such a Member's employment is terminated by mutual consent on the grounds of business efficiency; or
  - 6.1.6.2 the immediate payment of benefits under Regulation 30(5) of the 2013 Regulations or (with the Admission Body's consent) under Regulation 30(6) of the 2013 Regulations, including in either case the costs of the Admission Body waiving any reduction of benefits under Regulation 30(8) of the 2013 Regulations;
- 6.1.7 any exit payment and/or 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 (not being one required under **Clause 6.1.1** (Contributions to the Fund)) required by the Administering Authority towards the cost of the Fund's administration relating to the Admission Body, including an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations and the costs of any reports and advice requested by the Admission Body from the Actuary or required in respect of the Admission Body's application to become an Admission Body;
- 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 requires otherwise, any amount which the Admission Body is required to pay by virtue of **Clauses 5.1** (Payments) and **6.1** (Contributions to the Fund) must be paid to the Fund within 20 Business Days of receipt by the Admission

Body from the Administering Authority 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 Administering Authority and the Admission Body may agree.

### 6.3 **Information About Pay and 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 Administering Authority shall specify) showing the following information for each Member who was an active member of the Scheme during all or part of the period covered by the statement:

- 6.3.1.1 name and contribution band;
- 6.3.1.2 details of any period(s) falling within the period to which the statement relates in relation to which an election was in force in respect of the active Member under Regulation 10 of the 2013 Regulations (temporary reduction in contributions);
- 6.3.1.3 total pensionable pay received by the Member (including any assumed pensionable pay the Member is treated as having received);
- 6.3.1.4 total employee contributions deducted from that pensionable pay;
- 6.3.1.5 total employer contributions in respect of that pensionable pay;
- 6.3.1.6 total additional contributions paid by the Member (distinguishing additional pension contributions paid under Regulation 16 of the 2013 Regulations and additional voluntary contributions paid under Regulation 17 of the 2013 Regulations);
- 6.3.1.7 total additional contributions paid by the Admission Body (distinguishing additional pension contributions paid under Regulation 16 of the 2013 Regulations and additional voluntary contributions paid under Regulation 17 of the 2013 Regulations); and
- 6.3.1.8 such other information as the Administering Authority may require (including any information from time to time

required to calculate benefits for the Member in accordance with the provisions of the Transitional Regulations).

6.3.2 Where an election was in force in respect of the active Member under Regulation 10 of the 2013 Regulations during any part of the period to which the statement required under **Clause 6.3.1** relates, the information provided under **Clauses 6.3.1.3, 6.3.1.4, and 6.3.1.5** must be provided separately in respect of:

6.3.2.1 the period (or, if more than one, the aggregate of such periods) during which the election was in force; and

6.3.2.2 any period (or, if more than one, the aggregate of such periods) during which no election was in force.

6.3.3 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 Administering Authority may require the Admission Body to pay interest on the unpaid sum in accordance with Regulation 71 of the 2013 Regulations.

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

6.5.1 Without prejudice to its powers under Regulation 64(4) of the 2013 Regulations, where the Administering Authority considers there are circumstances which make it likely that the Admission Body will become an exiting employer, the Administering Authority may obtain from the Actuary a certificate specifying the percentage or amount by which:

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

6.5.1.2 any prior secondary adjustment should be increased or reduced;

with a view to ensuring that assets equivalent to the anticipated exit payment that will be due from the Admission Body are provided to the Fund by the likely exit date or, where the Admission Body is unable to meet that liability by that date, over such period of time thereafter as the Administering Authority considers reasonable.

6.5.2 In accordance with Regulations 64(6) and (7) of the 2013 Regulations, where:

6.5.2.1 the Admission Body agrees under **Clause 5.3.1.1** (Additional Pension) to pay increased contributions to meet the cost of an award of additional pension under Regulation 31 of the 2013 Regulations; or

6.5.2.2 it appears likely to the Administering Authority that the amount of the liabilities arising or likely to arise in respect of Members in employment with the Admission Body exceeds the amount specified, or likely as a result of the assumptions stated, for the Admission Body, in the current rates and adjustments certificate applying to the Admission Body;

the Administering Authority must obtain a revision of the rates and adjustments certificate concerned, showing the resulting changes required.

6.5.3 In accordance with Regulation 64(1) of the 2013 Regulations, where this Agreement terminates in accordance with **Clause 7** (Termination) or the Admission Body no longer has an active Member contributing to the Fund:

6.5.3.1 the Administering Authority shall obtain an actuarial valuation as at the exit date of the Fund's liabilities in respect of the Members (calculated on such basis as the Actuary shall recommend) and a revision of the Admission Body's rates and adjustments certificate showing the exit payment due and payable by the Admission Body; and

6.5.3.2 where for any reason it is not possible to obtain all or part of the exit payment from the Admission Body or from any person providing a bond, indemnity or guarantee in accordance with **Clause 8** (Risk Assessment) then the Administering Authority may obtain a further revision of the rates and adjustments certificate for the Fund showing the revised contributions due from the body which is the related employer (as defined in Regulation 64(8) of the 2013 Regulations) in relation to the Admission Body.

6.5.4 The Admission Body shall meet the costs of obtaining any certificate under **Clauses 6.5.1, 6.5.2 or 6.5.3** (Adjustment of Contribution Rate). The Admission Body will co-operate with the Administering Authority and the Actuary to provide the certificate or review.

## 6.6 **Right of Set Off**

Notwithstanding any terms to the contrary contained in the 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 Administering Authority may require the Scheme Employer 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 Administering Authority.

## 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 Scheme membership prior to the Commencement Date of the Eligible Employees listed in the Schedule are 100% funded (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 Commencement Date as necessary)). Where any additional funding (as certified by the Actuary) is necessary, this shall be deducted from the Scheme Employer'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 Actuary.

## 7. TERMINATION

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

### 7.1 Termination by Notice

Subject to **Clauses 7.2** (Automatic Termination) and **7.3** (Immediate Termination by the Administering Authority), the Administering Authority may terminate this Agreement by giving at least three months' notice of termination in writing to the Admission Body.

### 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; or
- 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 Administering Authority

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

- 7.3.1 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 guarantee (if required) in accordance with **Clause 8** (Risk Assessment)). If the breach is capable of remedy, the Administering Authority shall first give the Admission Body the opportunity of remedying the breach within such reasonable period as the Administering Authority may specify;
- 7.3.2 on the insolvency, winding up or liquidation of the Admission Body;
- 7.3.3 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
- 7.3.4 if the Admission Body no longer employs an active member contributing to the Fund.

#### 7.4 **Termination Valuation**

- 7.4.1 Where the Administering Authority 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 6.5.3** (Adjustment of Contribution Rate) then (without prejudice to any powers set out in the Regulations), the Administering Authority 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 terminates, calculated on such basis as the Actuary shall recommend.
- 7.4.2 The Admission Body will pay to the Fund an exit payment (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 exit payment required in accordance with **Clause 7.4.2** (Termination Valuation) and the sum is not paid in full by any person providing a bond, indemnity or guarantee in accordance with **Clause 8** (Risk Assessment), then the Administering Authority may recharge any unpaid balance within the Fund to the Scheme Employer.

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

Where any contributions, payments or other sums due under this Agreement or the Regulations (including 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 20 Business 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 Administering Authority 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 Administering Authority 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 the Services by reason of the insolvency, winding up or liquidation of the Admission Body. This assessment has been carried out to the satisfaction of the Administering Authority and the Scheme Employer.

### 8.2 Provision of Bond, Indemnity or Guarantee

The Administering Authority and the Scheme Employer have 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

During the term of this Agreement, the Admission Body shall keep 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 under assessment at regular intervals as required by the Administering Authority and the Scheme Employer.

### 8.4 New or Extended Bond, Indemnity or Guarantee

8.4.1 This **Clause 8.4** (New or Extended Bond, Indemnity or Guarantee) applies where:

8.4.1.1 any bond, indemnity or guarantee provided under this **Clause 8** (Risk Assessment) is for a period shorter than the full term of this Agreement, so that such bond, indemnity or guarantee will expire during the term of this Agreement; or

8.4.1.2 the Administering Authority or the Scheme Employer so requires, following an assessment of risk exposure carried out under **Clause 8.3** (Ongoing Assessment of Risk).

8.4.2 Where this **Clause 8.4** (New or Extended Bond, Indemnity or Guarantee) applies, the Admission Body shall as directed by the Administering Authority or the Scheme Employer:

- 8.4.2.1 arrange for any existing bond, indemnity or guarantee to be extended in duration and/or amount as appropriate (provided that, in the case of a guarantee, the Administering Authority and the Scheme Employer have agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity);
- 8.4.2.2 arrange for provision of a new bond or indemnity (in a form approved by the Administering Authority and the Scheme Employer) from a person or firm meeting the requirements of paragraph 7 of Part 3 of Schedule 2 to the 2013 Regulations; or
- 8.4.2.3 secure a new guarantee (in a form approved by the Administering Authority and the Scheme Employer) from a person listed in paragraph 8 of Part 3 of Schedule 2 to the 2013 Regulations, provided that the Administering Authority and the Scheme Employer have agreed that it is not desirable for the Admission Body instead to provide a bond or indemnity.
- 8.4.3 In any such case the level of risk exposure covered by the extended or new bond, indemnity or guarantee must have been assessed by the Admission Body (taking account of actuarial advice) to the satisfaction of the Administering Authority and the Scheme Employer.
- 8.4.4 Where this **Clause 8.4** (New or Extended Bond, Indemnity or Guarantee) applies by virtue of **Clause 8.4.1.1**, the Admission Body shall comply with the requirements of **Clause 8.4.2** at least one month before the date of expiry of the existing bond, indemnity or guarantee.

9. **INDEMNITY FROM ADMISSION BODY**

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

9.1 The Admission Body undertakes to indemnify and keep indemnified the Administering Authority 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 Administering Authority or to the Fund (as applicable) within 10 Business Days of receipt by the Admission Body of such demand. In the event of non-payment by the Admission Body, the Scheme Employer shall indemnify and keep indemnified the Administering Authority against such costs and liabilities.

10. **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 Scheme Employer or the headquarter address of the Administering Authority.

DRAFT

11. **WAIVER**

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

Failure or neglect by the Administering Authority or the Scheme Employer 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 Administering Authority's or the Scheme Employer'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 Administering Authority's or the Scheme Employer's rights (as the case may be) to take subsequent action.

DRAFT

12. **SEVERANCE**

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

- 12.1 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.
- 12.2 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.

DRAFT

13. **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.

DRAFT

14. **AMENDMENT**

This Clause sets out the terms that apply in relation to amending the Agreement.

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

- 14.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and
- 14.2 the amendment would not prejudice the status of the Scheme as a Registered Pension Scheme.

DRAFT

15. **PUBLIC INSPECTION**

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

Subject to the Schedule being removed to protect personal data for the purposes of the Data Protection Act 1998, this Agreement shall be made available for public inspection by the Administering Authority and the Scheme Employer at their appropriate offices.

DRAFT

16. **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.

DRAFT

17. **LAWS**

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

17.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales.

17.2 Any rights that a third party may have under the Contracts (Rights of Third Parties) Act 1999 are excluded.

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

**THE COMMON SEAL** of:  
**THE LORD MAYOR AND CITIZENS**  
**OF THE CITY OF WESTMINSTER**  
was affixed in the presence of:

**Authorised Officer**

**EXECUTED AS A DEED** by:  
**ARK SCHOOLS**  
acting by a Director and its Secretary or two Directors

**Director/Company Secretary**

**Director**

**EXECUTED AS A DEED** by:  
**JPL CATERING LIMITED**  
acting by a Director and its Secretary or two Directors

**Director/Company Secretary**

**Director**

DRAFT

## SCHEDULE

### Eligible Employees

#### Part 1 – Active members transferring at Commencement Date

<b>Surname</b>	<b>Forename</b>	<b>Sex (M/F)</b>	<b>National Number</b>	<b>Insurance</b>
OTI	LOUISA	F	JE869349B	
ST CHRISTOPHER GRAHAM	LEO	M	SP078149B	
MCKAY	CAROLINE	F	NA484768B	
OKWUADI	FAITH	F	PW590064A	

#### Part 2 – Non-active members transferring at Commencement Date

<b>Surname</b>	<b>Forename</b>	<b>Sex (M/F)</b>	<b>National Number</b>	<b>Insurance</b>
BURT	DEBORAH	F	WK660150A	
KEOHANE	KIMBERLEY	F	NB903900D	
BARNFATHER	NICOLA	F	NH294419B	
RAHMAN	SHALINA	[F]	PW731282C	