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**Dated:**

2017

- (1) Westminster City Council
- (2) The St. Marylebone Church of England School
- (3) RM Education Limited
- (4) Barclays Bank plc

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**Bond**  
**To accompany an Admission Agreement**

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	Notice.
<b>"Business Day"</b>	any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.
<b>"Contract"</b>	a contract dated 4 August 2014 between the Scheme Employer and the Admission Body to provide managed ICT services.
<b>"Expiry Date"</b>	31 July 2020 or such other date as may be extended by an Extension Notice.
<b>"Extension Notice"</b>	a notice substantially in the form of the notice of <b>Schedule 2</b> (Specimen Extension Notice).
<b>"Fund"</b>	City of Westminster Pension Fund.
<b>"Payment Notice"</b>	a notice substantially in the form of the notice of <b>Schedule 1</b> (Specimen Payment Notice).
<b>"Regulations"</b>	the 2013 Regulations and the Local Government Pension Scheme (Transitional Provisions Savings and Amendment) Regulations 2014.
<b>"Relevant Event"</b>	one of the following: <ul style="list-style-type: none"> <li>(a) the premature termination of the services provided by the Admission Body under the Contract by reason of the insolvency, winding up or liquidation of the Admission Body; or</li> <li>(b) the default by the Admission Body in paying any Scheme Liabilities; or</li> <li>(c) the termination of the Admission Agreement; or</li> <li>(d) the Admission Body's failure to procure not less than 30 days before the Expiry Date the delivery to the Administering Authority and the Scheme Employer of an Extension Notice or a Replacement Bond; or</li> <li>(e) the Admission Body's failure to procure within 30 days of an actuarial re-assessment of the Bond Amount made in accordance with the Admission Agreement the delivery to the Administering Authority of either an Extension Notice or a Replacement Bond covering the revised Bond Amount.</li> </ul>
<b>"Replacement Bond"</b>	a bond or an indemnity in a form approved by the Administering Authority and the Scheme Employer to secure the payment of the Scheme Liabilities.
<b>"Scheme"</b>	The Local Government Pension Scheme established by the Regulations made by the Secretary of State under Sections 7 and 12 of the Superannuation Act 1972.

**“Scheme Liabilities”**

all employer and employee contributions payments and other sums due from the Admission Body to the Fund under the Admission Agreement or the Regulations (including for the avoidance of doubt any revised contribution(s) or exit payment due when the Admission Agreement ceases to have effect).

**“Sterling Free”**

how any payment is to be made by the Guarantor under this Agreement, being in sterling free, clear of and without any deduction for taxes, levies, duties, charges, fees and deductions or withholdings for or on account of any sort.

1.2 Expressions have the same meaning as in the Regulations except where the context otherwise requires.

1.3 This Agreement includes a heading and a box at the start of each Clause which outlines its provisions. These are included for information only.

1.4 Any reference in this Agreement to any statute or statutory provision will include any subordinate legislation made under it and will 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.

**2. Claims and Payments**

This Clause sets out the claims and payments which can be made under the Agreement.
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**2.1 Failure to pay Scheme Liabilities**

Where, after a Relevant Event has occurred, the Admission Body has failed to pay all Scheme Liabilities (in whole or in part) to the Administering Authority within 30 days of receiving a written demand from the Administering Authority, the Guarantor shall pay to the Administering Authority such sum or sums (not exceeding in the aggregate the Bond Amount) as the Administering Authority claims in respect of the unpaid Scheme Liabilities.

**2.2 Service of Payment Notice and Payment**

Any claim by the Administering Authority shall be made in writing by the service of a Payment Notice and shall be accepted by the Guarantor as conclusive evidence for all purposes that the amount claimed is due to the Administering Authority. The Guarantor shall pay the sum so demanded within 5 Business Days of receipt of the Payment Notice.

**2.3 Sums Paid by Guarantor**

All sums paid by the Guarantor in accordance with **Clause 2.2** (Service of Payment Notice and Payment) shall be held and applied by the Administering Authority for the purpose of paying and discharging the Scheme Liabilities.

Any payment to be made by the Guarantor shall be made Sterling Free.

**2.4 Receipt of Payment**

Following any payment by the Guarantor in accordance with **Clause 2.2** (Service of Payment Notice and Payment), the Administering Authority shall provide the Guarantor with a written account showing how the payment has been applied to the Fund within 6 months of receipt of payment. If any payment exceeds the amount required to discharge the Scheme Liabilities, the Administering Authority shall refund any overpayment to the Guarantor.

2.5 **Obligations and Liabilities**

The Guarantor’s obligations and liabilities shall not be reduced, discharged, impaired or affected by the giving of time or any other indulgence, forgiveness or forbearance by the Administering Authority.

2.6 **Further Notice Payment**

The service of a Payment Notice by the Administering Authority shall not (subject only to the provisions of **Clause 3** (Bond Amount)) preclude the service of any further Payment Notice.

3. **Bond Amount**

This Clause sets out the Guarantor’s maximum liability under the Agreement.

The Guarantor’s maximum aggregate liability under this Agreement shall not exceed the Bond Amount.

4. **Expiry Date**

This Clause sets out when the Agreement shall terminate.

4.1 **Expiry Date**

This Agreement shall expire (and the obligations and liabilities of the Guarantor shall cease and determine absolutely) on the Expiry Date save in respect of any obligation and liability arising as a result of a Relevant Event occurring on or before the Expiry Date in respect of which a Payment Notice has been received by the Guarantor within 12 months of the later of:

- 4.1.1 the Expiry Date; or
- 4.1.2 the date of the Administering Authority receiving all the information from the Admission Body necessary to calculate the Scheme Liabilities.

4.2 **Service of Extension Notice**

If the Admission Body procures the service of an Extension Notice by the Guarantor, the provisions of this Agreement shall remain and continue in full force and effect subject only to the amendment of the Expiry Date to the date set out in such Extension Notice and/or to the amendment of the level of the Bond Amount to the level set out in such Extension Notice.

4.3 **Change in Status**

This Agreement shall remain in operation notwithstanding any variation made in the terms of the Admission Agreement or the Regulations and notwithstanding the insolvency, winding-up or liquidation of the Admission Body (compulsory or otherwise) or it otherwise ceasing to exist or function. This Agreement shall not be affected by any disclaimer of the Admission Body’s contracts or liabilities by a liquidator.

5. **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

or headquarters address (as appropriate) of the Admission Body, to the address for service for the Guarantor or the Administering Authority.

6. **Amendment**

This Clause sets out how the Agreement may be amended.

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

7. **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.

8. **Assignment**

This Clause sets out when the Agreement may be assigned.

8.1 Subject to this **Clause 8** (Assignment), no party shall assign the benefit or burden of the whole or any part of this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).

8.2 The benefit or burden of this Agreement may be assigned by the Administering Authority to any successor of all or part of its functions as an administering authority under the Regulations as a result of local government re-organisation.

9. **Laws**

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

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

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

10. **Warranty of Authority**

This Clause confirms that the Guarantor has the relevant authority power and capacity to enter into this Agreement.

The Guarantor warrants and represents to the Administering Authority that it has all necessary authority, power and capacity to enter into and perform its obligations under this Agreement, that all necessary actions have been taken to enter into this Agreement properly and lawfully, and that this Agreement constitutes obligations binding on the Guarantor in accordance with its terms.

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

**THE COMMON SEAL** of:  
**WESTMINSTER CITY COUNCIL**  
was affixed in the presence of:

**Authorised Officer**

**THE COMMON SEAL** of:  
**THE ST MARYLEBONE CHURCH OF ENGLAND SCHOOL**  
was affixed in the presence of:

**Authorised Officer**

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

**Director/Company Secretary**

**Director**

**EXECUTED AS A DEED**

**BY** \_\_\_\_\_

AS ATTORNEY  
FOR AND ON BEHALF OF  
**BARCLAYS BANK PLC**  
IN THE PRESENCE OF

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**SIGNATURE**



**SCHEDULE 1**

**Specimen Payment Notice**

To: [Guarantor]

From: [Administering Authority]

[DATE]

**BOND REF: [ ]**

We refer to the Bond and certify that a Relevant Event has occurred in relation to the Admission Body and the Admission Body has failed to pay all scheme liabilities (in whole or in part) within 30 days of receipt of our written demand.

The sum of [ ] pounds sterling (£) is properly due in respect of the Scheme Liabilities as defined in the Bond. We attach a copy of a certificate signed by our actuary stating that such sum is now due.

We demand payment of the above amount within 5 (five) Business Days of receipt of this notice.

The above amount should be paid to us by transfer to the following account:

Account Number

Sort Code

Account Name

Bank

Bank Address

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Duly authorised for and on behalf of Administering Authority

## SCHEDULE 2

### Specimen Extension Notice

To: [Administering Authority]

From: [Guarantor]

[DATE]

**BOND REF: [ ]**

We refer to the Bond which is due to expire on [date].

We have been instructed by the Admission Body to [renew/amend] the Agreement.

[We now accordingly give notice that the Bond shall be treated as renewed for a further period of [number] years and so that [date] shall become the Expiry Date.]

[We [also] confirm that the Bond Amount shall be amended and from the date of this Extension Notice the new level shall be [[amount] pounds sterling (£)].

Save as amended by this Extension Notice the Bond shall remain in full force and effect.

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Duly authorised for and on behalf of [Guarantor]