DATED 2018

Lincolnshire County Council

(in its capacity as Administering Authority of the Lincolnshire County Pension Fund)

and

Lincolnshire County Council

(in its capacity as a Scheme Employer of the Lincolnshire County Pension Fund)

and

xxxxxxxxxxxxxxxxxxxxxxxx

ADMISSION AGREEMENT

as to the admission of eligible employees to

the Lincolnshire County Pension Fund

DATE

PARTIES

(1) Lincolnshire County Council of County Offices, Newland, Lincoln, LN1 1YL (the "Authority");

(2) Lincolnshire County Council (as a Scheme Employer of the Lincolnshire County Pension Fund) of County Offices, Newland, Lincoln, LN1 1YL (the "Scheme Employer"); and

(3) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx whose registered office is at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (the "Admission Body").

RECITALS

(A) The Authority is an administering authority within the meaning of the Local Government Pension Scheme Regulations 2013 (the Regulations"), and administers the Local Government Pension Scheme (the "LGPS") and maintains the Lincolnshire County Pension Fund (the "Pension Fund").

(B) The Regulations provide for contributions payable, benefits receivable and other matters relating to the LGPS.

(C) With effect from and including xxxxxxxxxxxxxx the Admission Body provides services in connection with the exercise of a function of a Scheme employer as a result of the transfer of services by means of the Contract (as defined below). Accordingly, the Admission Body is a body specified in paragraph 1 (d) of Part 3 of Schedule 2 of the Regulations

(D) The transfer of services to the Admission Body constitutes a relevant transfer for the purposes of TUPE in respect of certain employees of the First Contractor

(E) The Admission Body wishes to admit certain of its employees to participate in the benefits of the Scheme which is a superannuation fund maintained by the Authority.

(F) Under the powers contained in paragraph 1 of Part 3 of Schedule 2 of the Regulations, the terms and conditions of such admission have been agreed between the parties to this Agreement, as set out in this Agreement.

(G) This Agreement is a closed agreement, available only to those employees detailed in the Schedule.

OPERATIVE PROVISIONS

1. DEFINITIONS

In respect of the expressions used in this Agreement, unless otherwise specified:

* 1. these have the same meanings as in the Regulations;
  2. words denoting the masculine gender include the feminine gender;
  3. words in the singular include the plural and vice versa;
  4. the headings and sub-headings are for ease of reference only and do not form part of the Agreement;
  5. reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended re-enacted or consolidated and all statutory instruments or orders made pursuant to it; and
  6. the following words and expressions have the meanings set out below:

**"Admission Date"**

means xxxxxxxxxxxxxxxx;

**"Agreement"**

means this written agreement between the Authority, Scheme Employer and Admission Body consisting of these clauses and the attached Schedule.

**"Business Day"**

means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

**"Contract"**

means the contract dated xxxxxxxxx for the provision of xxxxxxxxxxx to xxxxxxxxxxxxxxxxxxx made between the Scheme Employer and the Admission Body;

"**Contract Tasks**"

means the tasks which are to be performed by the Admission Body pursuant to the Contract;

"**Default**"

means any instance where the Admission Body fails duly and punctually to perform and comply with the terms of this Agreement;

"**Employee**"

means an employee of the Admission Body comprising of those employees listed in the Schedule 1 to this Agreement who transferred from the First Contractor to the Admission Body pursuant to TUPE and who are employed in connection with the performance of the Contract Tasks and "**employed**" and "**employment**" will be construed accordingly;

**"First Contractor"** means Adults Supporting Adults (registered number [ ]) whose registered office is at [ ].

“**Incapacity**”

means the insolvency, winding up or liquidation of the Admission Body

"**Regulations**"

means the Local Government Pension Scheme Regulations 2013, as amended from time to time;

"**Relevant Transfer Date**"

means the date on which the contracts of employment of the Employees transfer to the Admission Body pursuant to TUPE by reason of the Contract;

"**Scheme**"

means the Lincolnshire County Pension Fund, part of the Local Government Pension Scheme;

"**Secretary of State**"

means the Secretary of State or such other Secretary of State as shall succeed him or her with responsibility for administering the Regulations;

“**TUPE**”

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing EC Council Directive 2001/23/EC into English law.

* 1. For the purposes of this Agreement "employed in connection with the Contract Tasks" shall mean employed by the Admission Body either wholly or partly for the purposes of carrying out the Contract Tasks and who spends the majority of their time on these Contract Tasks.

1. **ADMISSION OF EMPLOYEES**
   1. Subject to **clause 2.2**, the Authority agrees to the participation in the Scheme of every Employee (and only those Employees) listed in Schedule 1 to this Agreement.
   2. **Clause 2.1** is subject to the following provisions:
      1. Benefits in respect of the participation of an Employee in the Scheme will only accrue for so long as each Employee is employed in connection with the Contract Tasks and to the extent permitted by the Regulations.
      2. An Employee may not be a member of the Scheme if he is a member of another occupational pension scheme (within the meaning of section 1 of the Pension Schemes Act 1993) if such membership would affect the status of the Scheme as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004.
   3. An Employee to whom **clause 2.1** applies shall be admitted/permitted to continue in membership from the Relevant Transfer Date unless a later date is agreed between the parties hereto.
   4. The Admission Body must forthwith notify in writing to the Authority the occurrence of any of the following events:
      1. if an Employee who becomes or remains a member of the Scheme by virtue of **clauses 2.1 to 2.3** ceases to be employed by the Admission Body in connection with the Contract Tasks;
      2. if an Employee who is a member of the Scheme employed by the Admission Body increases or decreases;
         1. the number of hours he/she works each week; or
         2. the proportion of his/her working week,

in respect of which he/she is employed by the Admission Body;

* + 1. if a person ceases to be eligible to be a member of the Scheme in accordance with the Regulations;
    2. any transfer (whether under TUPE or otherwise) of any individual employed wholly or partly in connection with the Contract Tasks from the employment of the Admission Body to the employment of any other body.
  1. An Employee who is a member of the Scheme by virtue of this Agreement will be treated as leaving the Scheme if he/she ceases to be employed by the Admission Body in connection with the Contract Tasks.

1. **ADMISSION OF ADMISSION BODY**
   1. With effect on and from the Admission Date the Authority admits the Admission Body to the Scheme as a transferee admission body for the purposes of the Regulations.
   2. This Agreement shall commence on the date on the front of it and shall continue until it is terminated in accordance with the provisions of **clause 9**.
2. **ADMISSION BODY OBLIGATIONS** 
   1. The Admission Body shall observe and perform all its duties and obligations as a scheme employer under and in accordance with the Regulations and must pay to the Authority, all contributions and payments due under the Regulations which the Admission Body as a scheme employer may from time to time be required to pay by or under the Regulations including (for the avoidance of doubt and without prejudice to the generality of the foregoing):
      1. all contributions due in respect of Employees admitted to the Scheme in accordance with **clause 2,** payable monthly in arrears;
      2. any contributions due to be paid under the Regulations after the Admission Body has ceased to be an Admission Body;
      3. the cost of any action taken or omitted to be taken by the Admission Body which materially affects the benefits under the Scheme of any of its Employees;
      4. any interest payable under the Regulations; and
      5. any other payments required by the Authority, the Regulations or by any other enactments,

PROVIDED THAT the payments set out in this **clause 4.1** may be varied by notice from the Authority to the Admission Body and FURTHER PROVIDED THAT all contributions and payments that may be required to be paid by the Admission Body shall be calculated on the basis that the Employees listed in Schedule 1 are pooled with those of the Scheme Employer (amongst others) as part of the Lincolnshire County Council pooling arrangement within the Scheme and not as a separate scheme employer.

* 1. The Admission Body undertakes to indemnify the Authority against any costs and liabilities which it may incur (whether directly or as a result of a loss or cost to the members of the Scheme) arising out of or in connection with:
     1. the non-payment by the Admission Body of any contributions due to the Scheme; or
     2. any breach by the Admission Body of the Regulations or this Agreement; or
     3. benefits accrued under the Scheme in respect of the Employees of the Admitted Body on or after the Relevant Transfer Date under this Agreement, including the cost of any discretionary benefits awarded by the Admission Body under the Scheme in accordance with the Regulations

and any demand under this **clause 4.2** must be paid by the Admission Body within 28 days of such demand.

* 1. The Admission Body must consult with and obtain the consent of the Authority and the Scheme Employer before:
     1. exercising any discretion which would or might affect the pension benefits payable to the Employees of the Admission Body under the Scheme or the rights of those Employees to the pension benefits under their terms of employment so far as they relate to the Scheme or would or might impose or increase any liability, loss or cost on the Authority and/or the Scheme Employer; or
     2. creating or reviewing any policies under the Regulations.
  2. The Admission Body shall be solely responsible for the payment of any enhanced benefits or compensation payable in respect of an award of retirement compensation made pursuant to the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (or any re-enactment thereof) or the Regulations.
  3. Where the Admission Body certifies that:
     1. an Employee who is aged 55 or more is dismissed by reason of redundancy or the Admission Body has decided that, on the grounds of business efficiency, it is in their interest that the Employee should leave their employment or is retiring by reason of redundancy or in the interests of efficiency; or
     2. an Employee who is aged 55 or more is retiring voluntarily (or is taking flexible retirement) with the consent of the Admission Body before age 65; or
     3. an Employee is retiring on the grounds that ill health or infirmity of mind or body renders him permanently incapable of discharging the duties of his current employment and that he has a reduced likelihood of obtaining any gainful employment before his normal retirement age; or
     4. the deferred benefit of an Employee is brought into payment with the consent of the Admission Body at age 55 or more and before age 65; or
     5. the deferred benefit of an Employee is brought into payment on the grounds he has become permanently incapable of discharging efficiently the duties of his former employment because of ill health or infirmity of mind or body; or
     6. an Employee who is aged 55 or more has been given permission by the Admission Body to receive all or part of their benefits notwithstanding that they have not retired from their employment

and immediate benefits are payable under the Regulations, the Admission Body shall, within 28 days of receipt of written notification from the Authority, pay to the Authority for credit to the Pension Fund, the sum notified to them in writing by the Authority as representing the cost of the additional liabilities imposed on the Pension Fund as a result of such benefits, as certified by an actuary appointed by the Authority but only, in the case of **sub-clauses 4.5.3 and 4.5.5**, to the extent that the additional liabilities are not met through the Admission Body's employer contribution rate.

1. **ADMISSION BODY’S UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES**
   1. The Admission Body undertakes to the Authority:
      1. to comply with the reasonable requests of the Authority to enable it to comply with the requirements of the Occupational and Personal Pension Schemes (Disclosure of Information) Regulations (SI 2013/2734) (as amended or re-enacted from time to time);
      2. subject to **clause 4.3**, to formulate and publish within three months of the Admission Date a statement concerning the Admission Body’s policy on the exercise of its functions in accordance with the requirements of the Regulations and to keep such policy under review. The Admission Body shall send a copy of any amended statement to the Authority within one month of any amendment;
      3. to provide or procure to be provided to the Authority such information as is reasonably required by the Authority in relation to the pay and final pay (as defined in the Regulations) of each Employee, as is reasonably requested by the Authority;
      4. to adopt the practices and procedures relating to the operation of the Scheme as set out in the Regulations and as set out in any employer’s guide published by the Authority and provided to the Admission Body from time to time or contained in any other instructions reasonably and lawfully given by the Authority in writing;
      5. that it will not do anything to prejudice the status of the Scheme as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
      6. that it will promptly notify the Authority and the Scheme Employer in writing of:
         1. any material change in the terms and conditions of employment which will or might affect entitlement to benefits under the Scheme for its Employees who are members of the Scheme;
         2. any terminations of employment of its Employees who are or have been members of the Scheme by virtue of redundancy (as defined in the Regulations) or in the interests of efficiency;
         3. each occasion when it proposes to exercise a discretion under the Regulations and the manner in which it proposes to exercise that discretion, such notification to be given at least three months, or such other period as may be authorised by the Authority, before the proposed exercise of the discretion (or such shorter period as the Authority may agree);
         4. each occasion when it becomes aware that the benefit of a former Employee has or will come into payment on the grounds of ill health; and
         5. any consent to take flexible retirement under Regulation 30 (6) of the Regulations.

and that (whether or not it has so notified the Authority) it will, in each case pay to the Authority, when required by the Authority, such costs as the Authority may reasonably require in respect of the matters notified;

* + 1. to notify the Authority and the Scheme Employer of any matter which may affect its participation in the Scheme and to give immediate notice of any actual or proposed change in its status which may give rise to a termination of this Agreement, including (without prejudice to the generality of this **clause 5.1.7**) any actual or proposed takeover, reconstruction, amalgamation, liquidation or receivership of the Admission Body or any change in the nature of its business or constitution and promptly to pay to the Authority such costs as the Authority may require as a result of such change in status;
    2. to provide or procure to be provided such information relating to the Admission Body’s participation in the Scheme, including, but not limited to the eligibility of employees, as is reasonably required by the Authority.
  1. The Admission Body represents and warrants to the Authority and the Scheme Employer that all Employees who are members of the Scheme are employed in connection with provision of a service mentioned in paragraph 1(d)(i) of Part 3 of Schedule 2 of the Regulations.

1. **GUARANTEE**
   1. The Scheme Employer irrevocably and unconditionally guarantees in accordance with this **clause 6** to the Authority that the Admission Body will duly and punctually perform and comply with this Agreement.
   2. In the event of a Default as a result of any Incapacity, the Authority must serve written notice to the Scheme Employer and Admission Body detailing the Default and indicating the Authority’s intention to invoke the terms of this guarantee if the Default is not rectified pursuant to **clause 6.4**.
   3. If the Scheme Employer becomes aware that the Admission Body is in Default as a result of any Incapacity, the Scheme Employer will notify the Authority in writing as soon as reasonably possible.
   4. In the event that the Default referred to in any notice served by the Authority pursuant to **clause 6.2** above is not rectified within 14 business days of the date of such notice or such longer period as the Authority reasonably determines, the Scheme Employer shall
      1. pay any properly payable amount to the person entitled thereto, within 14 business days of receipt of a written notice from the Authority demanding that such sum be paid; and
      2. perform and/or comply with any term of this Agreement which is the subject of a Default within 14 business days of receipt of a written notice from the Authority demanding compliance with such term .
   5. As a separate and independent obligation under this Agreement, the Scheme Employer agrees that if any obligation under this Agreement is not recoverable from or enforceable against the Admission Body or any sum expressed to be due under this Agreement is not recoverable from the Admission Body on the basis of a guarantee (for whatever reason), the Scheme Employer shall be liable as sole or principal debtor in respect of such obligation or sum.
   6. The Scheme Employer shall, in respect of all or any of the Employees listed in **Schedule 1** promptly pay all sums due under this Agreement and under the Regulations in relation to benefits accrued under the Scheme (including for the avoidance of doubt any pension benefits of any employees transferred into the Scheme from any other pension arrangements) prior to the Relevant Transfer Date in respect of those persons, as may be requested from time to time by the Authority.
   7. The liability of the Scheme Employer shall not be affected nor shall this guarantee be discharged or reduced by reason of:
      1. the Incapacity or any change in the name, style or constitution of the Admission Body or any other person liable;
      2. the Authority granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of, the Admission Body or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Admission Body or any other person liable except so far as the Authority specifically agrees in writing that the liability of the Scheme Employer is to be affected; or
      3. any act or omission which would not have discharged or affected the liability of the Scheme Employer had it been the Admission Body instead of a guarantor or by anything done or omitted which, but for this provision, might operate to exonerate the Scheme Employer PROVIDED THAT the Scheme Employer shall be afforded all defences and counterclaims available to the Admission Body as if the Scheme Employer had been the Admission Body instead of a guarantor.
   8. The Scheme Employer agrees to indemnify the Authority for legal and other costs, charges and expenses which may be properly incurred by the Authority in relation to the enforcement of this **clause 6** against the Scheme Employer.
   9. This guarantee shall remain binding on the Scheme Employer notwithstanding any change in the constitution of the Authority or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by, any other person, or any reconstruction or reorganisation of any kind, to the intent that this guarantee shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Authority in the same manner as if such assignee, transferee or other successor in title had been named in this guarantee as a party instead of, or in addition to, the Authority.
   10. Each of the provisions of this clause 6 is distinct and severable from the others and if, at any time, one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
   11. The Authority must take all reasonable steps to mitigate any loss which, in the absence of mitigation, might give rise to or increase the liability of the Scheme Employer herein in respect of matters which come within its knowledge.
2. **Not Used**
3. **REGULATIONS**

Without prejudice to the provisions of this Agreement and for the avoidance of doubt, the Regulations shall apply for determining the rights and obligations of and the action which is to be taken by each party to this Agreement and for the transmission of information between them and each party hereby undertakes with each other to take such action as soon as practicable.

1. **TERMINATION**
   1. The Admission Body will cease to be an Admission Body and this Agreement will terminate on the occurrence of the first of the following events:
      1. the completion of three months’ written notice given by the Admission Body to the Authority that it wishes to cease to be an Admission Body (provided that the Authority agrees to that cessation); or
      2. the Admission Body ceasing to be an Admission Body for the purposes of the Regulations
      3. the expiry or earlier termination of the Contract.
   2. The Authority may terminate this Agreement on the expiry of three months’ written notice from the Authority to the Admission Body or with immediate effect by notification in writing to the Admission Body on the first of the following events:
      1. Incapacity of the Admission Body;
      2. a breach by the Admission Body of any of its obligations under this Agreement or under the Regulations if that breach is incapable of remedy or is capable of remedy but has not been remedied within a reasonable time after the Admission Body has been notified of the breach;
      3. a failure by the Admission Body to pay any sums due to the Scheme within a reasonable period after receipt of a notice from the Authority requiring it to do so; or
      4. where the Admission Body no longer employs any Employees of the Scheme.
   3. The Admission Body must notify the Authority immediately if:
      1. it wishes to cease to be admitted to the Scheme for the purposes of the Regulations; or
      2. it is aware that it will cease to be admitted to the Scheme under the Regulations whether as a result of the operation of **clause 9.1.2** or otherwise.
   4. If this Agreement terminates under **clauses 9.1** or **9.2**:
      1. the Employees shall immediately cease to be contributing members of the Scheme;
      2. the Admission Body shall pay to the Authority within a reasonable period (not exceeding 28 days unless authorised by the Authority) of a request by the Authority any costs which may be required by the Authority under the Regulations or this Agreement; and
      3. the Authority must notify the affected members of the Scheme and Secretary of State and, if required, Her Majesty's Revenue and Customs;

PROVIDED THAT for the avoidance of doubt, any payment under this **clause 9.4** is without prejudice to any on-going liability of the Admission Body under the Regulations after the cessation of this Agreement.

* 1. The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of any party accrued prior to such termination. The clauses of this Agreement which shall have effect after termination and continue to be enforceable notwithstanding termination are **clauses 4, 6, 7, 11, 13, 15, 16, 17 and 18**.

1. **NOTICES AND INFORMATION**
   1. The Authority will, if required by the Regulations, promptly inform the Secretary of State of:
      1. the date when this Agreement takes effect; and
      2. the Admission Body’s name; and
      3. the transfer of employment from the First Contractor to the Admission Body.
   2. The Authority and the Scheme Employer each undertake to make available a copy of this Agreement in its final form for public inspection at their registered office.
   3. Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served if delivered by hand or sent by prepaid first class post to the registered office of the Admission Body or the headquarters address of the Authority, the Scheme Employer or the office of the Secretary of State (as the case may be) and shall be deemed to have been duly given or made (i) if delivered by hand, upon delivery at the address provided for in this clause, unless such delivery occurs on a day which is not a Business Day or after 4 pm on a Business Day, in which case it will be deemed to have been given at 9 am the next Business Day; or (ii) if sent by prepaid first class post, on the second Business Day after the date of posting.
2. **DISPUTES**

Any question which may arise between any party relating to the construction of this Agreement or to the rights and obligations thereunder of any party shall be determined by the Secretary of State PROVIDED THAT Employees who are Scheme members by virtue of this Agreement must use the internal dispute resolution procedure established in respect of the Scheme.

1. **AMENDMENTS**

11.1 The Authority, the Scheme Employer and the Admission Body may agree to amend this Agreement by deed provided that:

11.1.1 the amendment is not such that it would breach the Regulations or any requirement of law as it applies to the Scheme; and

11.1.2 the amendment would not prejudice the status of the Scheme as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004.

1. **FUNDING OF THE SCHEME AND ACTUARIAL VALUATION**
   1. Without prejudice to any powers set out in the Regulations, the Authority may periodically obtain from an actuary a certificate specifying, in the case of the Admission Body the percentage or amount by which, in the actuary’s opinion, the contribution rate at the common rate or any individual adjustment within the meaning of the Regulations should be increased or reduced. This is with a view to ensuring that as far as reasonably possible, the value of the assets of the Scheme in respect of Employees and former employees under the Agreement is neither materially more nor materially less than the anticipated liabilities of the Scheme in respect of the said Employees at the date this Agreement ends. The Authority agrees that any certification by an actuary under this clause shall be made on the basis that the Employees listed in Schedule 1 are pooled with those of the Scheme Employer (amongst others) as part of the Lincolnshire County Council pooling arrangement within the Scheme and not as a separate scheme employer.
   2. Without prejudice to **clause 9.4**, upon termination of this Agreement, the Authority must obtain:
      1. an actuarial valuation of the liabilities of the Scheme in respect of current and former Employees as at the date of termination; and
      2. a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Admission Body

(such actuarial evaluation and certificate of revised rates and adjustments to be on the basis that the Employees listed in Schedule 1 are pooled with those of the Scheme Employer (amongst others) as part of the Lincolnshire County Council pooling arrangement within the Scheme and not as a separate scheme employer) and the Admission Body agrees to pay the revised contributions shown in the revised rates and adjustments certificate within such period as is required by the Authority.

* 1. Without prejudice to the Authority’s powers under the Regulations the costs of review under this **clause 13** and the costs of any reviews requested by the Admission Body, shall be met by the Admission Body. The Admission Body will co-operate with the Authority and the Scheme Employer and any actuary appointed by the Authority to undertake the review under this **clause 13.**

1. **RIGHTS OF THIRD PARTIES**

With the exception of the Employees, the Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

1. **RIGHT OF SET-OFF**

The Scheme Employer may deduct from any payments due to the Admission Body under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the Regulations) due from the Admission Body as an employing authority to the Authority under this Agreement and/or the Regulations. Any amount so deducted must be paid to the Authority within 14 days of the deduction being made. The Admission Body hereby agrees to such deduction being made.

1. **WAIVER**

Failure or neglect by the Authority or the Scheme Employer to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Authority’s rights or the Scheme Employer’s rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Authority’s rights or the Scheme Employer’s rights to take subsequent action.

1. **SEVERANCE**

If any clause or sub-clause of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make the Agreement valid, legal and enforceable. If such modification is not possible, the relevant clause or sub-clause shall be deemed deleted. Any modification to or deletion of a clause or sub-clause in this Agreement pursuant to this clause shall not affect the validity and enforceability of the rest of the Agreement.

1. **APPLICABLE LAW**

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

1. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**IN WITNESS** whereof this Agreement has been duly executed as a deed.

|  |  |  |
| --- | --- | --- |
| The Common Seal of **Lincolnshire County Council** was hereunto affixed in the presence of: | )  )  )  )  ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory |

|  |  |  |
| --- | --- | --- |
| Executed as a deed by xxxxxxxxxxxxxxxxxxxxxxxxxx acting by: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Director/Secretary  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Director/Secretary |

|  |  |  |
| --- | --- | --- |
| Executed as a deed by xxxxxxxxxxxxxxxxxxxx acting by: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Director/Secretary  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Director/Secretary |

**SCHEDULE 1 –EMPLOYEES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **NATIONAL INSURANCE NUMBER** | **NAME** | **DATE OF BIRTH** | **PAY REF** | **PROPOSED DATE OF TRANSFER** | **HOURS WORKED** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |