

(1) BATH AND NORTH EAST SOMERSET COUNCIL

(2)

(3)

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**TRANSFeree ADMISSION  
AGREEMENT**

relating to  
participation in the  
LOCAL GOVERNMENT  
PENSION SCHEME

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## CONTENTS

1.	INTERPRETATION .....	4
2.	COMMENCEMENT DATE.....	5
3.	ADMISSION.....	5
4.	PARTICIPATION .....	6
5.	PAYMENTS .....	8
6.	UNDERTAKINGS .....	12
7.	VALUATIONS.....	14
8.	TERMINATION .....	16
9.	BOND OR INDEMNITY .....	17
10.	NOTICES .....	18
11.	PUBLIC INSPECTION.....	18
12.	RIGHTS OF THIRD PARTIES.....	18
13.	VARIATIONS.....	19
14.	COUNTERPARTS .....	19
15.	DATA PROTECTION .....	19
16.	APPLICABLE LAW.....	21
	SCHEDULES .....	22

**THIS AGREEMENT** is made

2012

**BETWEEN**

- (1) BATH and NORTH EAST SOMERSET COUNCIL of Riverside, Temple Street, Keynsham, Bristol BS31 1LA ("the Administering Authority"),
- (2) [ ] of [ ] ("the Scheme Employer") and
- (3) [ ] (company number [ ] of [ ] ("the Transferee Admission Body").

**WHEREAS**

- (1) The Administering Authority is an administering authority within the meaning of the Local Government Pension Scheme (Administration) Regulations 2008 ("the Regulations") and administers the Local Government Pension Scheme ("the Scheme") and maintains the Avon Pension Fund ("the Pension Fund") in accordance with the Regulations, the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 ("the Benefits Regulations") and the Local Government Pension Scheme (Transitional Provisions) Regulations 2008 ("the Transitional Regulations"),
- (2) The Scheme Employer is a scheme employer within the meaning of the Regulations,
- (3) With effect from the Commencement Date the Transferee Admission Body will provide services ("the Services") in connection with the exercise of a function of the Scheme Employer pursuant to a contract dated [ ] 2012 between the Scheme Employer and [ ] ("the Contract"), and
- (4) The Administering Authority, the Scheme Employer and the Transferee Admission Body have agreed to enter into an admission agreement to enable

the "Eligible Employees" (as hereinafter defined) to be members of the Scheme and to participate in the Pension Fund.

**NOW IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

- 1.1 For the purposes of this Agreement, the words "employed in connection with" means that an Eligible Employee spends the majority of his time working on delivery of the Services.
- 1.2 "Agreement" means, for the avoidance of doubt, all the clauses and sub-claims contained within this Agreement and the schedules thereto.
- 1.3 Unless the context otherwise requires, the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations, the Benefits Regulations and the Transitional Regulations.
- 1.4 Throughout the duration of this Agreement where there is any discrepancy between the terms of this Agreement and any legislation relevant to this Agreement then the legislation will prevail.
- 1.5 In this Agreement where the context so admits:-
  - 1.5.1 words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations, unincorporated associations and partnerships;
  - 1.5.2 reference to any statutory provisions shall be deemed to include reference to any such provisions as from time to time amended, varied, replaced, extended or re-enacted by any other provisions or regulations made under such provisions;

1.5.3 references to clauses, sub-clauses or schedules shall be deemed to be references to clauses, sub-clauses or schedules within this Agreement; and

1.5.4 headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

1.6 "Business Day" means any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.

1.7 "Special Delivery" means the Special Delivery postal service offered by the Post Office (as varied in its contractual terms of operation from time to time, including any change in the name of the service).

1.8 "Courier" means a person or company whose business is to deliver designated packages or mail for its customers to specific locations.

1.9 "Administration Strategy Statement" means the Pensions Administration Strategy Statement 2011 entitled "Preparing for Change" (as reviewed and amended from time to time) which has been approved by the Avon Pension Fund Committee and can be found on the Pension Fund's website.

## **2. COMMENCEMENT DATE**

2.1 This Agreement shall come into effect on \_\_\_\_\_ ("the Commencement Date").

## **3. ADMISSION**

3.1 The following persons shall be "Eligible Employees" for the purposes of Pension Fund membership:

3.1.1 the employees listed in the Schedules to this Agreement who were active members of or eligible to join the Scheme immediately before they transferred to the Transferee Admission Body;

3.1.2 [any employees currently employed by the Scheme Employer who may transfer to the Transferee Admission Body in connection with the Contract in the future; and ]

3.1.3 [any other employees nominated by the Transferee Admission Body ]

for so long as they are employed by the Transferee Admission Body in connection with the provision of the Services

PROVIDED THAT

3.1.4 the employee is not a member of another occupational pension scheme (within the meaning of section 1 of the Pension Schemes Act 1993) other than where membership under that pension scheme would not affect the status of the Scheme as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and

3.1.5 the employee otherwise satisfies the requirements of the Regulations appertaining to eligibility for membership of the Scheme.

3.2 A person to whom clause 3.1.1 of this Agreement applies, who is at the Commencement Date a member of the Pension Fund, shall have his past service aggregated with service accruing subsequent to that date so that his membership of the Pension Fund is continuous in accordance with the Regulations.

#### **4. PARTICIPATION**

4.1 The provisions of the Regulations, the Benefits Regulations and the Transitional Regulations shall apply for determining the rights and obligations of each party to this Agreement and for the transmission of documents and information between them.

- 4.2 The Transferee Admission Body shall send forthwith to the Administering Authority such documents and information as the Administering Authority may require to discharge its functions under the Regulations, the Benefits Regulations and the Transitional Regulations in respect of each employee who becomes a member of the Pension Fund under the terms of this Agreement. The Transferee Admission Body shall ensure that it has obtained the appropriate consents from its employees to pass any such information which relates to them to the Administering Authority.
- 4.3 Without prejudice to the requirements of the Regulations and the Benefits Regulations, the Transferee Admission Body shall discharge all the responsibilities of a scheme employer as set out in any employer's guide published by the Administering Authority and provided to the Transferee Admission Body, including:
- 4.3.1 issuing to all employees nominated and eligible for membership starter packs prepared and supplied by the Administering Authority,
  - 4.3.2 notifying the Administering Authority of any material change in the terms and conditions of employment of any of the Eligible Employees which affects entitlement to benefits under the Scheme, including all changes to a Scheme member's contractual hours,
  - 4.3.3 informing the Administering Authority when a Scheme member ceases to be employed by the Transferee Admission Body or leaves the Pension Fund, including any termination of employment by virtue of redundancy or in the interests of efficiency;

and

4.3.4 the proper exercise of an employer's discretionary functions in accordance with Regulation 66 of the Regulations.

4.4 The Transferee Admission Body shall have regard to the principles, objectives and standards set out in the Fund's Administration Strategy Statement and shall seek to meet those standards so far as possible.

4.5 The provisions of the Regulations, the Benefits Regulations and the Transitional Regulations shall apply to the Eligible Employees in the same way as if the Transferee Admission Body was a Scheme Employer within the meaning of the Regulations. The Transferee Admission Body (or where the Transferee Admission Body no longer exists, the Scheme Employer) undertakes to make first instance decisions in accordance with the Regulations in respect of the accrued Scheme benefits of those Eligible Employees who become deferred members. This undertaking will continue to apply after this Agreement has been terminated.

4.6 The Transferee Admission Body warrants and represents to the Administering Authority and to the Scheme Employer that each Eligible Employee is employed in connection with the Services for the purposes of clause 3.1 of this Agreement.

## **5 PAYMENTS**

5.1 The Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund such contributions and payments as are due under the Regulations and the Benefits Regulations in respect of the Eligible Employees, whether these are regular monthly contributions prescribed by the actuary ("the regular contributions") or otherwise.



- 5.2 The Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund the regular contributions on a monthly basis in arrears. The payment must be made to the Administering Authority no later than the date specified in regulations made under the Pensions Act 1995.
- 5.3 The Transferee Admission Body shall also procure that all contributions deducted from the pay of Eligible Employees which are Additional Voluntary Contributions (AVCs) shall be transmitted directly to the institution with which the AVCs are invested ("the AVC Provider") identified from time to time to it by the Administering Authority. The AVCs shall be credited with the AVC Provider at the same time as the contributions referred to in clause 5.2 are credited to the Pension Fund.
- 5.4 Any sum which under clause 5.1 is payable in respect of any period prior to the date of this Agreement shall be deemed to become due on the first date on which any payment of a sum becomes due under Clause 5.2.
- 5.5 Where the Transferee Admission Body certifies that:
- 5.5.1 an Eligible Employee who is under age 65 and is retiring by reason of redundancy or in the interests of efficiency, or
  - 5.5.2 an Eligible Employee is voluntarily retiring with the consent of the Transferee Admission Body before age 65, or
  - 5.5.3 an Eligible Employee is taking flexible retirement under the Benefits Regulations, or
  - 5.5.4 an Eligible Employee is retiring on the grounds of permanent ill health or permanent infirmity of mind or body, or
  - 5.5.5 the deferred benefits of an Eligible Employee are brought into payment with the Transferee Admission Body's consent before age 65, or

5.5.6 the deferred benefits of an Eligible Employee are brought into payment on the grounds of permanent ill health or permanent infirmity of mind or body, or

5.5.7 it is granting a scheme member additional pension benefits or additional scheme membership

and immediate benefits are payable under the Regulations or the Benefits Regulations, the Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund the sum notified to them in writing by the Administering Authority as representing the actuarial strain on the Pension Fund, as certified by the Pension Fund's actuary, of the immediate payment of benefits to the Eligible Employee of the Transferee Admission Body but only, in the case of sub-clauses 5.5.4 or 5.5.6, to the extent that the strain is not met through the Transferee Admission Body's employer contribution rate, such sum to be paid within one month of receipt of the written notification.

However, where the sum notified is more than £1,000 such sum may, with interest thereon and subject to the agreement of the Scheme Employer, be paid by equal annual instalments over a period of 3 years (or the remaining period of the Contract if less), the first instalment of which is to be paid within one month of receipt of the written notification and the remaining instalments within one month of each relevant anniversary of receipt of the written notification. The rate of interest charged on the sum shall be determined by the Pension Fund's actuary.

5.6 If any sum payable under the Regulations, the Benefits Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Pension Fund remains unpaid on the due date, the Administering Authority may require the Transferee Admission Body to pay interest calculated in accordance with the Regulations on the

amount remaining unpaid or, in respect of sums under Clause 5.5 where any payment is not received by the due date, interest will be charged as follows:-

5.6.1 Where the amount to be paid is a single upfront payment, 2% above base rate from the due date to the date of payment.

5.6.2 Where payment is by annual instalments, additional interest at 1% above base rate on the outstanding amount from the due date to the date of payment.

5.7 If any sum payable under the Regulations, the Benefits Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Pension Fund has not been paid by the date on which it becomes due under this Agreement, the Regulations or the Benefits Regulations, the Administering Authority may require the Scheme Employer to set off against any payments due to the Transferee Admission Body (if any) an amount equal to the sum due from the Transferee Admission Body under this Agreement, the Regulations or the Benefits Regulations (including any interest due in accordance with clause 5.5) and to pay the sum to the Administering Authority for credit to the Pension Fund by a date specified by the Administering Authority.

5.8 The Transferee Admission Body undertakes to repay to the Administering Authority any financial penalty incurred by the Pension Fund arising from its failure to comply with the terms of this Agreement within one month of the issue of a written request to do so by the Administering Authority.

5.9 The Transferee Admission Body shall pay to the Administering Authority such additional sums as the Administering Authority may determine in respect of its share of any exceptional expenses of management of the Scheme as are not covered by the general

contribution rate and were incurred at the request of the Transferee Admission Body.

- 5.10 For the avoidance of doubt the term “contributions” for the purpose of this Agreement shall include all “employer's contributions” and “employer's further payments” defined or as referred to in the Regulations and the Benefits Regulations and any other sums payable by the Transferee Admission Body under the terms of this Agreement or the Regulations or the Benefits Regulations including interest thereon and contributions towards the cost of administering the Pension Fund.

## **6 UNDERTAKINGS**

- 6.1 The Transferee Admission Body undertakes

- 6.1.1 to provide or procure to be provided such information relating to the Transferee Admission Body's participation in the Pension Fund and the Eligible Employees' membership of the Scheme as is reasonably required by the Administering Authority;
- 6.1.2 to comply with the reasonable requests of the Administering Authority to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 as amended (SI 1996/1655);
- 6.1.3 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations, the Benefits Regulations and the Transitional Regulations and in any employer's guide published by the Administering Authority and provided by the Administering Authority to the Transferee Admission Body;
- 6.1.4 to formulate and publish within 3 months of the Commencement Date a Statement concerning the Transferee Admission Body's

policy on the exercise of its discretions under the Regulations and the Benefits Regulations and to keep such policy under review;

6.1.5 to notify the Administering Authority and the Scheme Employer of each occasion on which it exercises a discretion under the Regulations, the Benefits Regulations or the Transitional Regulations and the manner in which it exercises that discretion;

6.1.6 that it shall not grant an additional period of membership to an Eligible Employee under regulation 12 of the Benefits Regulations or award additional pension under regulation 13 of the Benefits Regulations save to the extent that the appropriate sum is paid to the Administering Authority for credit to the Pension Fund before the expiry of the relevant period within the meaning of the Regulations;

6.1.7 not to do any act, or omit to do any act or thing, which would prejudice the status of the Scheme as a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

6.1.8 to promptly notify the Administering Authority and the Scheme Employer in writing if any Eligible Employee ceases to be such in consequence of failing to satisfy the conditions set out in clause 3.1 and that employee shall cease to be eligible to be an active member of the Scheme; and

6.1.9 to notify the Administering Authority and the Scheme Employer immediately of:

- (i) any matter which may affect, or is likely to affect, its participation in the Scheme and the Pension Fund;
- (ii) any actual or proposed change in its status which may give rise to a termination of the Contract or the Admission Agreement, including but not limited to a take-over,

reconstruction or amalgamation, liquidation or receivership and a change in the nature of its business or constitution.

- 6.2 The Administering Authority undertakes to provide or procure to be provided to the Transferee Admission Body such information relating to the Transferee Admission Body's participation in the Pension Fund and the Eligible Employees' participation in the Scheme as is reasonably required by the Transferee Admission Body.

## **7 VALUATIONS**

- 7.1 The Administering Authority may, separately from the triennial Fund valuation and at the request of the Scheme Employer, periodically obtain from an actuary a certificate specifying, in the case of the Transferee Admission Body, the percentage or amount by which, in the actuary's opinion, the common contribution 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 is reasonably possible, the value of assets of the Pension Fund in respect of Eligible Employees and former Eligible Employees is neither materially more nor materially less than the anticipated liabilities of the Pension Fund in respect of the said Eligible Employees at the date the Contract or this Agreement are due to end.
- 7.2 Where any employee of the Transferee Admission Body was employed by the Scheme Employer and was a member of the Pension Fund immediately before the date of this Agreement, their accrued liability, together with such assets as the actuary may determine, shall transfer to the Transferee Admission Body. In particular the Scheme Employer has agreed that the Pension Fund actuary shall calculate the Transferee Admission Body's contributions under the Regulations on the basis that he has notionally allocated sufficient assets in respect of

its former employees for the accrued liabilities to be fully funded at the Commencement Date.

- 7.3 On termination of the Admission Agreement the Transferee Admission Body's pension liabilities, together with the share of Fund assets attributable to the Transferee Admission Body, will, unless any alternative arrangements have been agreed, become the responsibility of the Scheme Employer. The Pension Fund Actuary will take account of this when determining the rates of contribution to be paid by the Transferee Admission Body. The Contract should have regard to the provisions contained in this clause and should also address the issue of whether, on termination, the Transferee Admission Body should be responsible for making good any asset deficiency.
- 7.4 When this Agreement is terminated, the Administering Authority will obtain:-
- 7.4.1 an actuarial valuation as at the termination date of the liabilities of the Pension Fund in respect of the Eligible Employees and former Eligible Employees, and
- 7.4.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Transferee Admission Body.
- 7.5 Subject to any alternative arrangements which may be made with the Administering Authority and with the proviso that the admission agreement has not been terminated by the application of sub-clause 8.3.2, the revised contributions will be payable within one month of the Transferee Admission Body being informed by the Administering Authority of the amount due. In the event that the revised contributions remain unpaid after one month, the deficit arising from the non-payment will remain with the Scheme Employer. Similarly, where sub-clause 8.3.2 applies and there is either no bond in place or the bond is

inadequate, the deficit will remain with the Scheme Employer. In each case the Scheme Employer will be notified accordingly.

## **TERMINATION**

- 8.1 Subject to clauses 8.2 and 8.3 this Agreement shall terminate at the end of the notice period upon any of the parties hereto giving a minimum of three months written notice to terminate this Agreement to the other parties to this Agreement.
- 8.2 This Agreement shall automatically terminate on the earlier of the date of:-
  - 8.2.1 the expiry or earlier termination of the Contract , or
  - 8.2.2 the date the Transferee Admission Body ceases to be a transferee admission body for the purposes of the Regulations.
- 8.3 This Agreement may be terminated by the Administering Authority by notice in writing to the Transferee Admission Body taking immediate effect in the event of:-
  - 8.3.1 any breach by the Transferee Admission Body of any of its obligations hereunder provided that if the breach is capable of remedy the Administering Authority shall first afford to the Transferee Admission Body the opportunity of remedying that breach within such reasonable period as the Administering Authority may specify; or
  - 8.3.2 the commencement of insolvency, winding up or liquidation proceedings in respect of the Transferee Admission Body; or
  - 8.3.3 the failure by the Transferee Admission Body to renew or adjust the level of a bond or indemnity in accordance with clause 9.3 or 9.4.



## **9 BOND OR INDEMNITY**

- 9.1 The level of risk arising on the termination of this Agreement shall, prior to the Commencement Date, be assessed by the Scheme Employer taking account of actuarial advice.
- 9.2 The Transferee Admission Body warrants that, where the Scheme Employer has determined that the level of risk identified in the assessment is such as to require it, it has provided a bond or indemnity in such form as the Administering Authority and Scheme Employer have approved in order to meet the level of risk identified in clause 9.1 with a person who has permission under Part 4 of the Financial Services and Markets Act 2000 to accept deposits or carry out contracts of general insurance and that the bond or indemnity is or will be in place by the Commencement Date.
- 9.3 Where the bond or indemnity provided under clause 9.2 is not for the full period of this Agreement the Transferee Admission Body shall, unless the Scheme Employer determines otherwise, either renew the bond or indemnity (if possible) or provide a new bond or indemnity in such form and at such a level as the Administering Authority and Scheme Employer may reasonably require.
- 9.4 The level of the bond or indemnity shall be reviewed at two yearly intervals from the Commencement Date (or such other period as may be specified by the Scheme Employer). Where the existing bond or indemnity does not cover the required level of risk exposure the Transferee Admission Body shall, unless the Scheme Employer determines otherwise, procure that the existing bond or indemnity is renewed or amended (where necessary) to cover the revised level of risk exposure or that a new bond or indemnity in such form as the Administering Authority and Scheme Employer may reasonably require is provided to cover the revised level of risk exposure.

## **10 NOTICES**

10.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served if delivered by e-mail or by hand or sent by Special Delivery or Courier to the registered office of the Transferee Admission Body or the address of the Administering Authority (FAO the Investment Manager) or the Scheme Employer (both as detailed at the head of this Agreement) 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 e-mail, when the sender has received from the recipient electronic confirmation of delivery, (ii) 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 4pm on a Business Day, in which case it will be deemed to have been given at 9am on the next Business Day, (iii) if sent by Special Delivery, on the next Business Day after the date of posting; or (iv) if sent by Courier, upon the Courier obtaining a receipt at the point of delivery.

## **11 PUBLIC INSPECTION**

11.1 Subject to the Schedules being redacted to protect personal data, this Agreement shall be made available for public inspection by the Administering Authority at the address shown at the head of this Agreement and by the Scheme Employer at the address shown at the head of this Agreement.

## **12 RIGHTS OF THIRD PARTIES**

12.1 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.

## **13 VARIATIONS**

13.1 The Administering Authority and the Transferee Admission Body may vary this Agreement by agreement by way of deed provided that:

13.1.1 the prior consent of the Scheme Employer has been obtained to the amendment,

13.1.2 the amendment is not such that it would or might breach the Regulations or the Benefits Regulations or any requirement of law as it applies to the Pension Fund, and

13.1.3 the amendment would not adversely affect the taxation liability of the Pension Fund.

## **14 COUNTERPARTS**

14.1 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing one of the counterparts.

## **15 DATA PROTECTION**

*(15.1 to 15.3 where DPA Registered)*

15.1 The Transferee Admission Body shall comply with its obligations under the Data Protection Act 1998 ("the 1998 Act") and the Computer Misuse Act 1990 insofar as performance of the Agreement gives rise to obligations under those Acts.

15.2 The Transferee Admission Body shall process the Personal Data relating to the Eligible Employees ("the Personal Data") only to the extent, and in such a manner, as is necessary for the provision of the performance of the Agreement or as is required by law or any regulatory body.

15.3 The Transferee Admission Body shall take reasonable steps to implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data having regard to the nature of the Personal Data which is to be protected.

*(15.1 to 15.3 where not DPA registered)*

15.1 The Transferee Admission Body shall comply with the obligations under the Data Protection Act 1998 ("the 1998 Act") to the same extent as a Data Controller and under the Computer Misuse Act 1990 insofar as performance of the Agreement gives rise to obligations under those Acts.

15.2 The Transferee Admission Body shall process the Personal Data relating to the Eligible Employees ("the Personal Data") only to the extent, and in such a manner, as is necessary for the provision of the performance of the Agreement or as is required by law or any regulatory body.

15.3 The Transferee Admission Body shall comply with obligations equivalent to those imposed on a Data Controller by the Seventh Principle (contained in Schedule 1 of the 1998 Act). In particular the Transferee Admission Body shall take reasonable steps to implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or

damage to the Personal Data having regard to the nature of the Personal Data which is to be protected.

15.4 Each party to this Agreement shall ensure that it does nothing knowingly or negligently which places any party to this Agreement in breach of their respective obligations under the 1998 Act.

15.5 The Administering Authority shall notify the Transferee Admission Body in writing and the Transferee Admission Body shall notify the Administering Authority in writing of any data breach of any Personal Data relating to the performance of the Agreement within 5 Business Days of the party against whom the breach has been committed becoming aware of the breach occurring.

## **16 APPLICABLE LAW**

16.1 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.

## **SCHEDULE A**

### Scheme Members as at the Commencement Date

Surname	Initials	N.I Number	Date of Birth	Gender

## **SCHEDULE B**

### Employees who were not Scheme Members as at the Commencement Date

Surname	Initials	N.I Number	Date of Birth	Gender

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

**The Common Seal of  
Bath and North East  
Somerset Council**, the  
administering authority of the  
Avon Pension Fund, was hereunto  
affixed in the presence of:-

.....  
Authorised Signatory

Name: .....

Position: .....

The **Common Seal of the Transferee Admission Body**  
was hereunto affixed in the presence of

.....  
Authorised Signatory

Name: .....

Position: .....

OR

**Executed as a deed** by:.....

acting by a Director and its Secretary or two Directors

.....Director/Company Secretary

Name: .....

.....Director

Name: .....

The **Common Seal of the Scheme Employer**

was hereunto affixed in the presence of

.....

Authorised Signatory

Name: .....

Position: .....

DRAFT