

ANNEXURE 8

PENSIONS ADMISSION AGREEMENT

Admission Agreement

**SOUTH YORKSHIRE PENSIONS AUTHORITY
(ADMINISTERING AUTHORITY)**

and


**THE SHEFFIELD CITY COUNCIL
(SCHEME EMPLOYER)**

and

**AMEY LG LIMITED
(TRANSFeree ADMISSION BODY)**

ADMISSION AGREEMENT

as to the admission of employees to the South Yorkshire Pension Fund


Clerk and Treasurer
South Yorkshire Pensions Authority
Regent Street
Barnsley
S70 2HG

ADMISSION AGREEMENT

THIS AGREEMENT is made on _____ day of _____ 2012 and shall take effect from the Effective Date

PARTIES

- (1) SOUTH YORKSHIRE PENSIONS AUTHORITY of , 18 Regent Street, Barnsley S70 2HG (the “**Administering Authority**”);
- (2) THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH (the “**Scheme Employer**”); and
- (3) AMEY LG LIMITED (company number 03612746) of The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ (the “**Transferee Admission Body**”).

RECITALS

- (A) The Administering Authority is an administering authority within the meaning of regulation 2 and Schedule 1 of the Administration Regulations.
- (B) The Scheme Employer is a body listed in Schedule 2 of the Administration Regulations or is an employer which participates in the Scheme by virtue of regulation 7 or 8 of those regulations.
- (C) The Transferee Admission Body is a Transferee Admission Body specified in Regulation 6 of the Administration Regulations.
- (D) A Contract exists between the Scheme Employer and the Contractor and a Sub-Contract exists between the Contractor and the Transferee Admission Body resulting in the transfer of Employees from the Scheme Employer to the Transferee Admission Body on the TUPE Transfer Date.
- (E) The Transferee Admission Body will admit Employees of the Transferee Admission Body as referred to in clause 2 to participate in the benefits of the Scheme, which is a pension fund administered by the Administering Authority.
- (F) Under the powers contained in Regulations 6 and 7, and in compliance with Schedule 3 of the Administration Regulations, the terms and conditions of such admission have been agreed between the parties to this Agreement, as set out in this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Agreement, unless otherwise specified:

- 1.1 expressions used in this Agreement have the same meanings as in the Regulations;
- 1.2 words denoting the masculine gender include the feminine gender;
- 1.3 words in the singular include the plural and vice versa;
- 1.4 the headings and sub-headings are for ease of reference only and do not form part of the Agreement;
- 1.5 any reference in this Agreement to any statute or statutory instrument or a particular section or regulation thereof shall be deemed to refer to any statutory modification, extension, replacement or re-enactment thereof for the time being in force including any subordinate legislation made from time to time thereunder, and any reference to any rules or regulations made thereunder shall include reference to any rules or regulations from time to time in force; and
- 1.6 the following words and expressions have the meanings set out below:

“Administration Regulations”

means the Local Government Pension Scheme (Administration) Regulations 2008;

“Authorised Insurer”

means:

- (a) a person who has permission under Part 4 of the Financial Services and Markets Act 2000 to accept deposits or to effect and carry out contracts of general insurance;
- (b) an EEA firm of the kind mentioned in paragraph 5(b) and (d) of Schedule 3 to that Act, which has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to accept deposits or to effect and carry out contracts of general insurance; or
- (c) a person who does not require permission under that Act to accept deposits, by way of business, in the United Kingdom;

“Benefit Regulations”

means the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007;

“Contract”

means the Contract dated _____ relating to the rehabilitation, maintenance, management and operation of highway assets pursuant to the Government’s Private Finance Initiative made between the Scheme Employer and the Contractor;

“Contractor”

means Amey Hallam Highways Limited;

“Contract Tasks”

means the tasks which are to be performed by the Transferee Admission Body under the Sub-contract;

“Effective Date”

means a date no sooner than the last signatory to this Agreement;

“Eligible Employee”

means an Employee who is eligible to be a Scheme member in accordance with all of the relevant criteria contained in the Regulations;

“Employee”

includes any officer and “employed” and “employment” will be construed accordingly;

“Fund”

means the South Yorkshire Pension Fund administered within the Scheme;

“Insolvency”

means in relation to the Transferee Admission Body, any action or any other steps taken or legal proceedings being taken for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any of its revenues or assets;

“Indemnity or Bond”

means an indemnity with or bond from an Authorised Insurer to meet a level of risk exposure arising on premature termination of the Contract as required following an assessment carried out at the behest of the Scheme Employer;

“LGPS”

means the Local Government Pension Scheme constituted by the Administration Regulations, the Benefit Regulations and the Transitional Regulations;

“Pensions Registrar”

means the Pensions Regulator in its capacity as compiler and maintainer of a register of registrable schemes under section 59 of the Pensions Act 2004;

“Primarily Employed”

means spending more than 50 of an Employee’s time of Employment by the Transferee Admission Body on Contract Tasks;

“Registered Pension Scheme”

means a pension scheme registered by the Commissioners for Her Majesty’s Revenue and Customs under Part 4 of the Finance Act 2004;

“Regulations”

means the Administration Regulations, the Benefits Regulations and the Transitional Regulations;

“Relevant Date”

means the later of the Effective Date and the relevant TUPE Transfer Date;

“Relevant Transfer”

means a relevant transfer as defined in TUPE;

“Secretary of State”

means the Secretary of State for Communities and Local Government or such other person to whom responsibilities under the Regulations may be transferred;

“Scheme”

means the LGPS as provided by membership of the Fund;

“Scheme Member”

means an Employee who is a member of the Scheme;

“Service Level Agreement”

means the service level agreement to be entered into between the Administering Authority and the Transferee Admission Body, in such form as the Administering Authority may require;

“Sub-contract”

means the contract between the Contractor and the Transferee Admission Body dated 2012 pursuant to which the Transferee Admission Body is to carry out the Contract Tasks;

“Transferee Admission Body”

has the meaning ascribed to it under Schedule 1 of the Administration Regulations;

“Transitional Regulations”

means the Local Government Pension Scheme (Transitional Provisions) Regulations 2008;

“TUPE”

means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

“TUPE Transfer Date”

means a particular date of transfer on which responsibility as Scheme Employer for carrying on the business of the unit in question moves from the Scheme Employer to the Transferee Admission Body.

2. ADMISSION AND CONTINUED ADMISSION OF EMPLOYEES

Admission

- 2.1 Subject to the other terms of this Agreement, the Administering Authority agrees to the continued participation in the Scheme from the Relevant Date of every Employee of the Transferee Admission Body:
- 2.1.1 who was employed by the Scheme Employer immediately prior to the TUPE Transfer Date; and
 - 2.1.2 whose employment transferred to the Transferee Admission Body in accordance with TUPE on the TUPE Transfer Date; and
 - 2.1.3 who were Scheme Members and Eligible Employees at the TUPE Transfer Date.
- 2.2 Subject to the other terms of this Agreement, the Administering Authority agrees to admit to participation in the Scheme every Employee of the Transferee Admission Body who elects in writing to join the Scheme (including an Employee of the Transferee Admission Body notified to the Administering Authority and the Scheme Employer under clause 2.8 who wishes to opt back into the Scheme) and who:
- 2.2.1 is Primarily Employed in connection with the Contract Tasks;
 - 2.2.2 is an Eligible Employee;
 - 2.2.3 is not referred to in clause 2.1;
 - 2.2.4 who has been nominated by the Transferee Admission Body to be a member of the Scheme; and
 - 2.2.5 whose nomination is accepted in writing by the Scheme Employer.
- 2.3 An Employee to whom clause 2.1 or 2.2 applies shall be admitted from and including the latest of:
- 2.3.1 the date when he first became Primarily Employed to carry out the Contract Tasks;
 - 2.3.2 the Relevant Date; and

2.3.3 in case of admission under clause 2.2, the date that the Scheme Employer approves such admission in accordance with clause 2.2.

2.4 An Employee may not be a 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 which he carries out the Contract Tasks.

Continuation as a Scheme Member

2.5 Benefits in respect of the participation of an Employee in the Scheme will only accrue for so long as each Employee is Primarily Employed in connection with the Contract Tasks and is an Eligible Employee, and to the extent permitted by the Regulations.

2.6 The Transferee Admission Body must as soon as reasonably practicable notify in writing to the Administering Authority and to the Scheme Employer whenever an Employee who is or has been a Scheme Member by virtue of this Agreement ceases to be employed by the Transferee Admission Body, or ceases to be Primarily Employed by the Transferee Admission Body.

2.7 An Employee who is or has been a Scheme Member by virtue of this Agreement will be treated as leaving the Scheme if he ceases to be employed by the Transferee Admission Body or subject to clause 2.10 below ceases to be Primarily Employed by the Transferee Admission Body.

2.8 An Employee who, having ceased to participate in the Scheme, is an Eligible Employee and wishes to participate again in the Scheme, shall only be readmitted to participation in the Scheme if he is Primarily Employed in connection with the Contract Tasks and has been nominated (where such nomination is accepted in writing by the Scheme Employer) by the Transferee Admission Body to be a member of the Scheme.

2.9 Within one month of the first TUPE Transfer Date and within one month of each anniversary of the first TUPE Transfer Date, the Transferee Admission Body shall provide to the Scheme Employer and, if requested, to the Administering Authority a list showing as at the TUPE Transfer Date or the anniversary date (as the case may be) the identity of all Employees of the Transferee Admission Body who have been Scheme Members at any time since the TUPE Transfer Date or since the last anniversary date (as the case may be). The list shall show:

2.9.1 (except for the first such list) the proportion of each Employee's working week, measured over the period to which the relevant list applies, spent in connection with the Contract Tasks for which that Employee has been employed by the Transferee Admission Body since the last anniversary date previous to that for which the list is made up; and

2.9.2 an explanation of any admissions or exits of Employees to or from the Scheme as between the list effective at TUPE Transfer Date

and that submitted on the first anniversary, and thenceforward between one anniversary list and the next such anniversary list.

- 2.10 Where the information provided under clause 2.9 shows, when measured over the period to which the relevant list applies, that any Employee was not Primarily Employed during that period then:
- 2.10.1 the Employee shall cease to be a Scheme Member at the date of the submission of the list; or
 - 2.10.2 if the Transferee Admission Body so opts, the proportion of the Employee's working week that is spent in connection with the Contract Tasks will be reviewed over a period of three months from the date of the list, and if the Employee is found to have continued not to be Primarily Employed when measured over the three month review period, will cease to be a Scheme Member with effect from one month after the end of the three month review period; or
 - 2.10.3 where the Scheme Employer and the Transferee Admission Body together agree, and the Employee still remains an Eligible Employee, the Employee shall remain as a Scheme Member.

3. ADMISSION OF ADMISSION BODY

The Administering Authority admits the Transferee Admission Body to the Scheme as an admission body for the purposes of the Administration Regulations.

4. TRANSFEEE ADMISSION BODY OBLIGATIONS

- 4.1 Subject to clause 4.1A below the Transferee Admission Body must pay to the Administering Authority, in accordance with the Administration Regulations, all contributions and payments which the Transferee Admission Body as an employing authority may from time to time be required by or under the Administration Regulations and the Transferee Admission Body shall observe and perform all its duties and obligations as an employing authority under and in accordance with the Administration Regulations.
- 4.1A The parties to this Agreement agree that, in respect of the retirement and death benefits provided under the Scheme to those Employees employed by the Scheme Employer and transferring to the Transferee Admission Body at the TUPE Transfer Date:
- (a) any notional funding deficit or surplus shall be calculated by the Administering Authority's actuaries as at the Relevant Date and shall not transfer to the Transferee Admission Body provided that such notional surplus or deficit shall not be recalculated for this purpose at any later date; and

- (b) payments which the Transferee Admission Body shall be required to make to the Administering Authority under clause 4.1 on and from the Relevant Date shall be calculated on the basis referred to in 4.1A(a) above.
- 4.2 The Transferee Admission Body must pay to the Administering Authority all contributions and payments due under the Administration Regulations including, for the avoidance of doubt:
 - 4.2.1 any contributions due to be paid under the Administration Regulations after the Transferee Admission Body has ceased to be an admission body; and
 - 4.2.2 the cost to the Administering Authority of any action taken or omitted to be taken by the Transferee Admission Body which materially affects the benefits under the Scheme of any of its Employees who are or who have been Scheme Members; and
 - 4.2.3 any interest payable under the Administration Regulations.
- 4.3 The Transferee Admission Body undertakes to indemnify the Administering Authority and the Scheme Employer against any costs and liabilities which either of them may incur (whether directly or as a result of a loss or cost to the Scheme Members) arising out of or in connection with:
 - 4.3.1 the non-payment by the Transferee Admission Body of any contributions due to the Scheme;
 - 4.3.2 any breach by the Transferee Admission Body of the Benefit Regulations, Administration Regulations or Transitional Regulations or this Agreement; or
 - 4.3.3 benefits accrued under the Scheme in respect of the Employees on or after the TUPE Transfer Date.
- 4.4 The Transferee Admission Body must consult and obtain the written consent of the Scheme Employer (such consent to be at its absolute discretion) before:
 - 4.4.1 exercising any discretion which would or might (in the reasonable opinion of the Scheme Employer) affect the pension benefits payable to the Employees of the Transferee Admission Body under the Scheme or the rights of those Employees to pension benefits under their terms of employment so far as they relate to the Scheme or would or might (in the reasonable opinion of the Scheme Employer) impose or increase any liability, loss or cost on the Scheme Employer, or
 - 4.4.2 creating, reviewing or amending any policies under the Benefit Regulations or Administration Regulations.
- 4.5 The Transferee Admission Body agrees to enter into the Service Level Agreement when required to do so by the Administering Authority.

5. TRANSFEREE ADMISSION BODY'S UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 5.1 The Transferee Admission Body undertakes to adopt the practices and procedures relating to the operation of the Scheme as set out in any one or more of the following:
- 5.1.1 the Administration Regulations;
 - 5.1.2 any employer's guide published by the Administering Authority and provided to the Transferee Admission Body from time to time;
 - 5.1.3 any other instructions lawfully given by the Administering Authority from time to time in writing; or
 - 5.1.4 the Service Level Agreement.
- 5.2 The Transferee Admission Body undertakes to comply with the reasonable requests of the Administering Authority and/or the Scheme Employer to enable them to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (SI 1996/1655) (as amended or re-enacted).
- 5.3 The Transferee Admission Body undertakes to the Administering Authority and to the Scheme Employer that it will not do anything to prejudice the status of the Scheme as a Registered Pension Scheme.
- 5.4 The Transferee Admission Body undertakes, represents and warrants to the Administering Authority and to the Scheme Employer that, subject to the terms of this Agreement, only those of its Employees who are both Primarily Employed in connection with the Contract Tasks and are in all other respects Eligible Employees will remain as members of or be admitted as members of the Scheme under the terms of this Agreement.
- 5.5 The Transferee Admission Body undertakes that it will promptly notify the Administering Authority and the Scheme Employer in writing of:
- 5.5.1 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 Scheme Members; and
 - 5.5.2 each occasion when it exercises a discretion under the Regulations and the manner in which it exercises that discretion,
- and will, in each case, pay, as soon as reasonably practicable, such costs of the Administering Authority and of the Scheme Employer as the Administering Authority or the Scheme Employer (as the case may be) may require in respect of the matters notified.
- 5.6 The Transferee Admission Body shall notify the Administering Authority and the Scheme Employer in writing of any Scheme Members that will be taking early retirement, including but not limited to by reason of redundancy, business efficiency, ill health or flexible retirement. Whenever such retirements lead to increased actual or potential liability on the Fund (determination of such occurrence and the effect or potential effect of such occurrence on the actual or potential liabilities on the Fund to be made by

the Administering Authority) in respect of benefits payable under the Regulations, the Transferee Admission Body shall comply with any written notification from the Administering Authority to pay such sums as may be notified in writing by the Administering Authority as representing the cost of the additional actual or potential liabilities as a result of such benefits, whether payable in one or more instalments of a lump sum amount or as an ongoing increase in the Transferee Admission Body's contributions (determined at the discretion of the Administering Authority).

- 5.7 The Transferee Admission Body undertakes to notify the Administering 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, including (without prejudice to the generality of this clause) any actual or proposed takeover, reconstruction, amalgamation, liquidation or receivership of the Transferee Admission Body or any change in the nature of its business or constitution and will promptly pay to the Administering Authority such costs as the Administering Authority may require as a result of such a change in status.
- 5.8 The Transferee Admission Body warrants to the Administering Authority and to the Scheme Employer that where an indemnity or bond is required under the provisions of clause 6, such indemnity or bond is in place with effect from and including the date of this Agreement or (if later) the date on which the Scheme Employer determines that such indemnity or bond is required to be in place.

6. INDEMNITY OR BOND

- 6.1 The Scheme Employer, having taken account of appropriate actuarial advice, and having carried out an assessment of the level of risk arising from the premature termination of the provision of service or assets by reason of insolvency, winding up or liquidation in accordance with the Administration Regulations, does not consider that the level of risk so assessed is such that it requires an indemnity or bond to be maintained by the Transferee Admission Body.
- 6.2 Where the Scheme Employer, following the provisions of clause 9.2, at its absolute discretion requires an indemnity or bond to be provided, maintained or varied then the Transferee Admission Body warrants to the Administering Authority and to the Scheme Employer that it will comply with that requirement as notified by the Administering Authority under clause 9.2.
- 6.3 Any indemnity or bond which is required to be maintained in accordance with this Agreement must be sufficient and at such level as the Scheme Employer may determine to cover the risk of any loss or cost to the Scheme Employer or to the Administering Authority in respect of membership of the Scheme by the Employees of the Transferee Admission Body (whether on termination of this Agreement or otherwise).

7. REGULATIONS

Without prejudice to the provisions of this Agreement and for the avoidance of doubt the Scheme Employer and the Transferee Admission Body undertake to comply with the provisions of regulations 6 and 7, and schedule 3 of the Administration Regulations.

8. TERMINATION

8.1 The Transferee Admission Body will cease to be an Admission Body and this Agreement will terminate on the occurrence of the first of the following events:

8.1.1 the completion of three months' written notice given by the Transferee Admission Body to the Administering Authority and to the Scheme Employer that it wishes to cease to be an Admission Body (pursuant to clause 8.3.1) and both the Scheme Employer and the Administering Authority confirm their agreement to that cessation in writing prior to the expiry of the notice period;

8.1.2 the termination of the Contract;

8.1.3 the withdrawal of the approval by the Secretary of State to the participation of the Transferee Admission Body in the Scheme; or

8.1.4 the Transferee Admission Body ceasing to be a body as set out in the Administration Regulations;

and in each case the Transferee Admission Body undertakes to pay forthwith to the Administering Authority such costs as the Administering Authority may require in connection with that termination.

8.2 The Administering Authority may terminate this Agreement by notification in writing to the Transferee Admission Body on the occurrence of the first of the following events:

8.2.1 a breach by the Transferee 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 (as determined by the Administering Authority, acting reasonably) after the Transferee Admission Body has been notified of the breach;

8.2.2 a failure by the Transferee Admission Body to pay any sums due to the Scheme within a reasonable period (as determined by the Administering Authority, acting reasonably) after receipt of a written notice from the Administering Authority requiring it to do so; or

8.2.3 the Insolvency of the Transferee Admission Body;

and when the Administering Authority does notify the Transferee Admission Body, it shall at the same time notify the Scheme Employer in writing of its notice of termination to the Transferee Admission Body.

- 8.3 The Transferee Admission Body must notify the Administering Authority and the Scheme Employer immediately in writing if:
- 8.3.1 it wishes to cease to be an Admission Body for the purposes of the Administration Regulations;
 - 8.3.2 it is aware that it will cease to be an Admission Body under the Administration Regulations whether as a result of the operation of clause 8.1.3 or otherwise; or
 - 8.3.3 it is aware that Insolvency proceedings have been threatened or are likely to be threatened.
- 8.4 If the Transferee Admission Body ceases to be an Admission Body under clauses 8.1 or 8.2:
- 8.4.1 its Employees shall immediately cease to be Scheme Members;
 - 8.4.2 it shall pay forthwith to the Administering Authority and the Scheme Employer any costs which may be required by the Administering Authority or the Scheme Employer (as the case may be); and
 - 8.4.3 the Administering Authority must immediately notify the affected members of the Scheme and the Secretary of State;
- PROVIDED THAT for the avoidance of doubt, any payment under this clause 8.4 and any termination of this Agreement is without prejudice to:
- 8.4.4 any on-going liability of the Transferee Admission Body under the Benefit Regulations or Administration Regulations after the cessation of this Agreement; and
 - 8.4.5 to any payment due or claim arising under this Agreement prior to such termination.

9. FUNDING OF THE SCHEME

- 9.1 Without prejudice to any powers set out in the Benefit Regulations and Administration Regulations, the Administering Authority may at any time require a review of the funding of the Scheme in relation to the Transferee Admission Body. The Administering Authority may, after considering actuarial advice, adjust the contributions due by the Transferee Admission Body as it may deem necessary.
- 9.2 Without prejudice to any powers set out in the Benefit Regulations and Administration Regulations, the Scheme Employer may:
- 9.2.1 require a review of the funding of the Scheme in relation to the Transferee Admission Body; or
 - 9.2.2 review the indemnity or bond arrangements set out in clause 6,
- and in each case must notify the Administering Authority of its exercise of the provisions of this clause 9.2 and of its findings. The Administering Authority may, after considering the Scheme Employer's findings and where

appropriate, actuarial advice, adjust the contributions due by the Transferee Admission Body as it may deem necessary. If the Scheme Employer so requests, the Administering Authority shall require the Transferee Admission Body to provide or vary the level of the indemnity or bond required under clause 6 as the Scheme Employer may deem necessary.

10. NOTICES AND INFORMATION

- 10.1 The Administering Authority will promptly inform the Secretary of State of:
- 10.1.1 the date of this Agreement; and
 - 10.1.2 the Transferee Admission Body's name; and
 - 10.1.3 the transfer of employment from the Scheme Employer to the Transferee Admission Body.
- 10.2 The Administering Authority will notify the Pensions Registrar of this Agreement.
- 10.3 The Administering Authority and the Scheme Employer each undertake to make available a copy of this Agreement for public inspection at their respective offices.
- 10.4 Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently serviced on the Administering Authority, the Scheme Employer and the Transferee Admission Body if addressed as stated at the beginning of this Agreement (unless a party notifies the others in writing of a different address for service) if delivered by hand or sent by prepaid first class post and shall be deemed to have been given or made;
- 10.4.1 if delivered by hand upon delivery at the address 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 10am on the next business day; or
 - 10.4.2 if sent by prepaid first class post on the second business day after the date of posting.

11. 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 of the Transferee Admission Body who are Scheme Members by virtue of this Agreement must use the internal dispute resolution procedure established in respect of the Scheme.

12. RECOVERY OF SUMS DUE

Without prejudice to any other rights of the Scheme Employer or the Administering Authority, whether under this Agreement or under the Contract, or under the Sub-contract or any other agreements between the parties or otherwise, any sum of money recoverable (including interest payable under the Administration Regulations) from the Transferee Admission Body recoverable by or payable to the Scheme Employer may be deducted by the Scheme Employer from the amount of any sum or sums then due or which at any time thereafter may become due to the Transferee Admission Body under or in respect of the Contract or the Sub-contract or otherwise and the Scheme Employer shall pay such amount to the Administering Authority for the benefit of the Fund.

13. AMENDMENTS

13.1 The Administering Authority, the Scheme Employer and Transferee Admission Body may, with the agreement of all of them, amend this Agreement by deed provided that:

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

13.1.2 the amendment would not prejudice the approval of the Scheme as a Registered Pension Scheme.

14. RIGHTS OF THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

15. TERMS TO SURVIVE

15.1 The warranties and indemnities contained in this Agreement, the liabilities of the Transferee Admission Body and the provisions for payment of and accounting in respect of money due to the Administering Authority and the Scheme Employer under the terms of this Agreement are to survive the termination of the Agreement howsoever caused.

16. APPLICABLE LAW

This Agreement shall be governed by and construed with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17. 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.

SIGNATORIES

In witness whereof this Agreement has been duly executed as a deed:

THE COMMON SEAL OF)
THE SOUTH YORKSHIRE)
PENSIONS AUTHORITY)
was affixed to this Deed)
in the presence of:)

Authorised Signatory

Title of Authorised Signatory

Date

THE COMMON SEAL OF)
THE SHEFFIELD CITY COUNCIL)
was affixed to this Deed)
in the presence of:)

Authorised Signatory

Title of Authorised Signatory

Date

Executed as a deed by
Amey LG Limited
(Transferee Admission Body)

.....
Director

.....
Date

.....
Director/Secretary

.....
Date