

- (1) THE MINISTER FOR THE CABINET OFFICE**
- (2) COMMUNITY REHABILITATION COMPANY**
- (3) THE SECRETARY OF STATE FOR JUSTICE**

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**ADMISSION AGREEMENT**  
**relating to participation in certain parts of the**  
**Civil Service Pension Arrangements**

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**THIS ADMISSION AGREEMENT** is made on

[201 ]

**BETWEEN:**

- (1) **THE MINISTER FOR THE CABINET OFFICE** of 70 Whitehall, London, SW1A 2AS (the "**Minister**");
- (2) **COMMUNITY REHABILITATION COMPANY** (Company Registration Number [●]) of [address] (the "**Admitted Body**"); and
- (3) **THE SECRETARY OF STATE FOR JUSTICE** of 102 Petty France, London, SW1H 9EX (the "**Contracting Authority**")

together defined as the "Parties".

Recitals

- (A) The Minister for the Civil Service has legislative responsibility for the delivery of Civil Service pension arrangements including the Schemes, day to day responsibility for the management of which has been delegated to the Minister for the Cabinet Office and to the Civil Service Pensions Board.
- (B) The Civil Service Pensions Board is responsible for overseeing the operation of the contract between the Cabinet Office and MyCSP Ltd pursuant to which MyCSP Ltd agreed to provide administration services to admitted employers to the Schemes.
- (C) The HMT Guidance entitled "A Fair Deal for staff pensions" policies (dated 1999 & 2004) provided that staff compulsorily transferring out of public sector pension schemes should be offered membership in a scheme that provided broadly comparable pension benefits and allowed members to transfer their existing pension into the broadly comparable pension scheme on favourable terms.
- (D) The revised Fair Deal guidance as set out in the HM Treasury paper "Fair Deal for Staff Pensions: Staff Transfers from Central Government (October 2013)" provides that staff who are compulsorily transferred from the public sector should be allowed to retain access to their current employer's pension arrangements.
- (E) The Public Service Pensions Act 2013 enables extended access to Civil Service pensions, including extended access to the PCSPS, with the effect that eligible employees who are subject to a compulsory transfer can remain in the Schemes, in accordance with the provisions of the Acts, when they transfer.
- (F) A condition of allowing access to the Schemes for the Eligible Employees is that the transferee agrees to and enters into set terms and conditions which mirror those in this Agreement and are in accordance with the provisions of the Schemes.

The Minister in consideration of the Admitted Body and the Contracting Authority agreeing to the obligations set out in this Agreement agrees to admit the Admitted Body to the Schemes.

Accordingly, the Parties **AGREE** as follows:

1. **INTERPRETATION**

- 1.1 In this Agreement the following definitions will apply:

<b>“1972 Act”</b>	means The Superannuation Act 1972;
<b>“Acts”</b>	means The Superannuation Act 1972, The Public Service Pensions Act 2013 and such regulations and statutory rules as may be created under such Acts or by the Minister;
<b>“Additional Eligible Service”</b>	means a service provided by the Admitted Body on behalf of a Government Department, Government Agency or any other public body sanctioned by the Scheme Manager and where such service has been certified as constituting Additional Eligible Service by the Scheme Manager;
<b>“Admitted Person”</b>	means any person who has been admitted to and remains in active membership of any of the Schemes;
<b>“ASLC”</b>	means the accruing superannuation liability charge as defined in Schedule 3;
<b>“Contract”</b>	means a contract entered into between the Contracting Authority and the Admitted Body dated [insert date] (as may be amended from time to time);
<b>“Effective Date”</b>	means the date from which the employment of Eligible Employees transferred to the Admitted Body in accordance with the provisions of a Staff Transfer Scheme in order to provide the services under the Contract;
<b>“Eligible Employee”</b>	means those employees referred to in Clause 3.1;
<b>“EPG”</b>	means the Employers' Pension Guide available online at <a href="http://www.civilservice.gov.uk/pensions/guidance-for-employers/employers-pension-guide">www.civilservice.gov.uk/pensions/guidance-for-employers/employers-pension-guide</a> ;
<b>“EPN”</b>	means Employer Pension Notices available online at <a href="http://www.civilservice.gov.uk/pensions/guidance-for-employers/employers-pension-notices">www.civilservice.gov.uk/pensions/guidance-for-employers/employers-pension-notices</a> ;
<b>“Internal Dispute Resolution Procedures” or “IDRP”</b>	the statutory complaint procedure of the same name which gives the Admitted Body and/or Admitted Persons and or Eligible Employees the right to formalise complaints about the administration of any of the Schemes, their membership and/or their retirement benefits;
<b>“New Scheme”</b>	means the new public service pension scheme for Civil Servants established under the Public Service Pensions Act 2013 and planned to be introduced in 2015;
<b>“PCSPS”</b>	means the Principal Civil Service Pension Scheme established under the 1972 Act;
<b>“Pension Schemes”</b>	means the New Scheme and /or the PCSPS whichever is relevant in the context;
<b>“the Pension Schemes Executive (TPSE)”</b>	means the division of the Cabinet Office that provides support to the Scheme Manager;
<b>“Rules”</b>	means the rules for any of the Schemes listed in Schedule 2;

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| <b>“Schemes”</b>               | means those schemes listed in Schedule 2 and where necessary will mean the particular scheme or section of a scheme to which the Admitted Person is a member or an Eligible Employee is eligible to join;  |
| <b>“Scheme Actuary”</b>        | means the actuary appointed by the Minister from time to time to provide a consulting service on a range of actuarial matters relevant to Civil Service pension and compensation arrangements;   |
| <b>“Scheme Administrator”</b>  | means MyCSP Ltd or such other replacement administrator as may be appointed by the Scheme Manager from time to time in respect of either or both Pension Schemes;  |
| <b>“Scheme Manager”</b>        | means the Civil Service Pensions Board of the Pension Scheme acting through the Pension Schemes Executive;   |
| <b>“Scheme Year”</b>           | means the 12 months set by the Pension Schemes currently 1 April to 31 March;  |
| <b>“Services”</b>              | means the services set out in the Contract to be performed by the Admitted Body; and   |
| <b>“Staff Transfer Scheme”</b> | means a transfer scheme made by the Secretary of State for Justice under the Offender Management Act 2007 under which the employment contracts of Eligible Employees transferred to the Admitted Body, as a provider of probation services under the Contract the effective date of which is 1 August 2014 (or such later date as may be notified in writing to the Minister). |
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- 1.2 Where any of the definitions above differ from those in the Rules the definition in the Rules will prevail.
- 1.3 Where the context so admits, words relating to men also relate to women and vice versa, and words importing the singular include the plural and vice versa.
- 1.4 References to any statutory provision, statutory instrument, order, regulation or statutory rule include any pre-enactment, amendments, modification, re-enactment or extension of that provision for the time being in force and any statutory instruments, orders, regulations or statutory rule from time to time made under that provision.
- 1.5 The expression "person" includes any firm, organisation or body of persons (whether or not incorporated).
- 1.6 The headings and the references in square brackets to the headings do not affect their interpretation.
- 1.7 This Agreement benefits and binds the Minister and the Contracting Authority and any of their successors.
2. **PARTICIPATION**
- 2.1 The Minister has responsibility for the Schemes under the Acts.
- 2.2 The Contract provides for, amongst other things, the provision of the Services to the Contracting Authority by the Admitted Body.

2.3 The Admitted Body will, from the Effective Date, employ persons who immediately before the Effective Date were members, or were entitled to be members of the Schemes by virtue of:

- 2.3.1 being employees of the Civil Service, or
- 2.3.2 being in service in an office or of an employer listed in Schedule 1 of the 1972 Act, or
- 2.3.3 being in service in an office or of an employer specified in the list produced for the purposes of section 1(4A) of the 1972 Act; or
- 2.3.4 being persons to whom the New Scheme relates by virtue of a determination made by the Minister under section 25(5) of the Public Service Pensions Act 2013.

### **3. ELIGIBILITY FOR MEMBERSHIP**

3.1 Any employee of the Admitted Body who:

- 3.1.1 is a person to whom Clause 2.3 applies, and
- 3.1.2 is employed in connection with the provision of the Services or any Additional Eligible Service, and
- 3.1.3 has spent and continues to spend in excess of 50% of his contracted time, (to be calculated annually over the Scheme Year), to include time spent carrying out functions associated with the Services (such as relevant training) in connection with either:
  - i. the provision of the Services under the Contract; or
  - ii. the provision of the Services under the Contract and any other Additional Eligible Service; or
  - iii. any Additional Eligible Service

is eligible to be a member of the Schemes, subject to Clause 3.2 below (the “**Eligible Employees**”).

3.2 An Eligible Employee shall cease to be eligible for membership (and in the case of an active member shall cease to accrue benefits) in any of the Schemes upon:

- 3.2.1 ceasing to fulfil any of the criteria listed under Clause 3.1 above; or
- 3.2.2 voluntarily giving up the right to be eligible for membership of the Schemes in return for some other advantage (but without prejudice to any duty the Admitted Body may have to enrol or re-enrol the Eligible Employee in any automatic enrolment scheme for the purposes of the Pensions Act 2008 in a pension scheme other than the Pension Schemes); or
- 3.2.3 voluntarily electing to become an active member of any other workplace pension scheme provided by the Admitted Body in respect of the same employment;

for the avoidance of doubt an Eligible Employee who has opted out of the Pension Schemes, without fulfilling any of the criteria listed in 3.2 above, is still eligible for participation in the Schemes in accordance with their terms.

**4. ADMISSION OF MEMBERS/CESSATION OF MEMBERSHIP TO THE PENSION SCHEMES**

4.1 An employee who remains an Eligible Employee shall become an Admitted Person from such date (or dates) as may be agreed between the Admitted Body, the Contracting Authority and the Minister, and in the absence of any other agreement:

4.1.1 (i) An Eligible Employee who immediately before the Effective Date was an Admitted Person shall continue to be an Admitted Person immediately after the Effective Date without having to make an election, or

(ii) where such an Eligible Employee was not a member of the Pension Schemes before the Effective Date he shall be admitted as a member into either the PCSPS or the New Scheme (as appropriate)

in either case in accordance with the terms of the Pension Schemes and the Acts.

4.2 Admitted Persons may choose to 'opt out' of the Pension Schemes without relinquishing their eligibility to join the Schemes. The Admitted Body hereby undertakes to the Minister and the Contracting Authority that each Eligible Employee not being an Admitted Person will be automatically enrolled into either the PCSPS or the New Scheme as appropriate and in accordance with the terms of the Pension Schemes and in compliance with the requirements of legislation in each subsequent automatic enrolment period for so long as the employee remains an Eligible Employee.

4.3 The Admitted Body undertakes to promptly (and in any event within 28 days) give notice in writing to the Scheme Manager and the Scheme Administrator of any Admitted Person who (1) ceases to be an Eligible Employee by virtue of Clause 3.2 or (2) chooses to opt out of the Pension Schemes.

4.4 The Admitted Body hereby agrees and acknowledges that save for the Eligible Employees, none of its employees shall be eligible to seek or retain admission under this Agreement as an Admitted Person to the Schemes. The Admitted Body agrees to indemnify the Minister and the Contracting Authority for all and any losses arising in the event that any person who is not an Eligible Employee becomes, retains or claims membership of any of the Schemes.

4.5 The Admitted Body must promptly (and in any event within 28 days) give notice in writing to the Minister and the Contracting Authority of any matter which may affect or is likely to affect its participation in the Schemes or obligations under this Admission Agreement, and must give immediate notice in writing to the Minister and the Contracting Authority of any actual or proposed change in its status which may give rise to a termination in its participation in the Schemes including (but not limited to) take-over, reconstruction or amalgamation, liquidation or receivership or a change in the nature of its business or constitution.

4.6 The Parties acknowledge that following the introduction of the New Scheme, the Admitted Body may employ Eligible Employees who are either eligible to become or remain Admitted Persons in the PCSPS and or to become Admitted Persons in the New Scheme.

**5. GENERAL OBLIGATIONS OF THE ADMITTED BODY**

5.1 The Admitted Body shall remain admitted to the Schemes for the term of the Contract (including any extension or retender where the Admitted Body continues to provide the Services or part thereof) unless and until this Agreement is terminated in accordance with its terms.

5.2 The Admitted Body undertakes to :

5.2.1 Adhere to and comply with all the obligations of an employer under the Acts, the Rules, the EPG and the EPNs in respect of Admitted Persons and Eligible Employees;

- 5.2.2 Ensure its staff are fully aware of the Admitted Body's obligations and have received sufficient training to ensure compliance with such obligations;
- 5.2.3 From the Effective Date adopt the practices and procedures relating to the operation of the Schemes set out in the Rules, the EPG and the EPNs;
- 5.2.4 Comply with interfacing protocols maintained and issued by or on behalf of the Minister from time to time, including without limitation those ensuring that the Admitted Body's systems are compatible with and capable of interfacing with the Scheme Administrator's administration systems so that information and data can be transferred and accuracy checks performed on behalf of the Minister as and when required, and ensure that it takes prompt remedial action to correct any errors for which it is responsible;
- 5.2.5 Ensure that its staff work in partnership with and provide reasonable assistance in a timely manner to the Contracting Authority, the Minister and to whomsoever the Minister may delegate his functions, so as to ensure the Admitted Body's compliance with its responsibilities and obligations under this Agreement and to facilitate each Admitted Person's participation in the Schemes;
- 5.2.6 Provide all such relevant information, data and/or documentation as may be required from time to time to fulfil its obligations as an Admitted Body, and/or allow the other Parties to fulfil their obligations under this Agreement, such information to be provided to the Scheme Actuary, Scheme Administrator, the Pension Schemes Executive, the Scheme Manager, Eligible Employees, Admitted Persons, the Minister, the Contracting Authority and, as the case may be, any such other body as the Minister and/or the Contracting Authority may reasonably direct by such date as may be specified, to facilitate compliance with the obligations entered into hereunder;
- 5.2.7 Comply with its data protection obligations;
- 5.2.8 Promptly (and in any event within 28 days) give notice in writing to the Scheme Administrator, or any other such person or body as the Minister and the Contracting Authority may direct, of any change in an Admitted Person's:
  - (a) terms and conditions of employment, including but not limited to, any permanent change to contractual time spent on the Services,
  - (b) working pattern, including but not limited to a change in working hours, working pattern to or from term time working, or
  - (c) attendance including but not limited to, any termination of employment or any long term sick leave or other absenceswhich affects that Admitted Person's status as an Eligible Employee;
- 5.2.9 Notify and consult with any Eligible Employee and their trade union/employee representatives (where such representatives exist) in advance, in good time and before making any changes to terms and conditions of employment, whether voluntary or compulsory, which may have the effect of ending their status as an Eligible Employee. The Admitted Body shall provide written confirmation to the Scheme Manager (as above) in the form set out in Schedule 4 that such notification and consultation has taken place and shall indemnify the Minister and the Contracting Authority in respect of any losses arising from any failure of the Admitted Body to notify and consult;
- 5.2.10 Review and update its lists of Eligible Employees and Admitted Persons regularly in accordance with the Acts. Such lists to be (i) reviewed within 3 months of the Effective Date, (ii) produced annually at the end of each complete Scheme Year,

(iii) provided to the Scheme Administrator and the Contracting Authority within 30 calendar days of the end of the Scheme Year, and (iv) produced as and when required by the Contracting Authority to fulfil its obligations under clause 9.4; and

5.2.11 Use its reasonable endeavours to resolve grievances and disputes relating to participation in the Schemes directly with Eligible Employees, Admitted Persons and the other Parties and to comply with the dispute resolution procedures at clause 12.

5.3 The Admitted Body undertakes to the Contracting Authority and the Minister that it shall not do anything to prejudice its participation in the Schemes.

5.4 The Admitted Body will indemnify the Contracting Authority and the Minister, on his own behalf and on behalf of the Schemes for any losses incurred by those Parties arising from a breach by the Admitted Body of any term of this Agreement.

## **6. GENERAL OBLIGATIONS OF THE MINISTER**

The Minister, to the extent he is able, will ensure that the Contracting Authority is notified as soon as reasonably practicable should the Minister become aware that the Admitted Body has failed to comply with any of the requirements of participation in the Schemes including, without limitation, the failure to pay any sum due under Clause 7 below.

## **7. COSTS TO BE MET BY THE ADMITTED BODY AND ADDITIONAL LIABILITIES**

7.1 The Admitted Body shall pay to the Schemes all such contributions as may be required of an employer under the Acts, Rules, EPG or the EPNs which shall include:

7.1.1 the annual administration charges<sup>1</sup> covering core services provided by the Scheme Administrator;

7.1.2 other administrative charges as follows: (i) the cost of services commissioned from the scheme medical adviser (as defined in the Rules) and Scheme Actuary, and (ii) the cost of other non-core services requested by the Admitted Body and / or any provided by the Scheme Administrator to facilitate the Admitted Body's participation in the Schemes (including one-off charges associated with the Admitted Body);

7.1.3 any other sum arising in accordance with the Acts in respect of additional expenses flowing from the Admitted Body's breach of the provisions of the Schemes or of this Agreement;

7.1.4 all employee contributions deducted by the Admitted Body to include all and any additional enhanced and /or voluntary contributions (for the avoidance of doubt and in accordance with the Rules, such employee contributions not to include any contributions by way of salary sacrifice) to be paid directly to the relevant provider in respect of all of the Schemes;

7.1.5 the employer contributions (to be paid directly to the relevant provider) for the Partnership Pension Account;

7.1.6 such additional contributions as the Minister, the Scheme Manager or the Scheme Administrator may determine to compensate the Schemes for the Admitted Body's breach of the terms of its participation in the Schemes where that breach has resulted in an increase in the Schemes' costs or liabilities;

7.1.7 the accruing superannuation liability charge ("ASLC") as set down in Schedule 3, as may be amended from time to time on notice;

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<sup>1</sup> Currently intended to be no more than £24 per member per year to be billed annually

- 7.1.8 the flat rate charge applicable to the Partnership Pension Account Ill Health Benefits Scheme and Partnership Pension Account Death Benefits Schemes from time to time<sup>2</sup>; and
- 7.1.9 any one off or ongoing payments due in respect of exceptional increase in pensionable earnings or qualifying service,
- at a rate (or rates) and in manner set out in the EPG and EPNs from time to time.
- 7.2 In respect of the early retirement without actuarial reduction (other than on the grounds of ill health) of any Admitted Person, the Admitted Body must:
- 7.2.1 at least three months before the early retirement is to take effect give the Minister notice in writing of such early retirement copied to the Scheme Administrator; and
- 7.2.2 not later than the date on which the early retirement shall take effect, pay to the Minister when requested to do so, such amount or amounts as the Scheme Actuary or the Minister shall determine covering any additional liabilities caused by the early retirement.
- 7.3 Without prejudice to the obligation to pay contributions under this Clause 7, if the cumulative increase in final pensionable earnings to an Admitted Person(s) of the Admitted Person's active membership of the Schemes is greater than the amount set out in the Schemes<sup>3</sup> the Minister may require the Admitted Body to pay such additional employer pension contributions as the Scheme Actuary shall determine in accordance with the Rules.
- 7.4 The Admitted Body shall not grant an additional period of membership or additional pension in respect of any Admitted Person which would result in an increase in the Schemes' liabilities, save to the extent that the appropriate sum as notified to the Admitted Body by the Scheme Actuary is paid by the Admitted Body to the Minister. For the avoidance of doubt this will not preclude Admitted Persons purchasing additional years or pension from the Schemes in accordance with the terms of the Schemes.
- 7.5 Any agreement between the Admitted Body and any of the Schemes that results in the settlement of any one off payment being spread over a period of time or merged into the regular monthly employer contribution rate shall not deem that element to be part of the regular employer contribution rate. The Admitted Body undertakes to pay such amount as and when due.
- 7.6 The Admitted Body undertakes to pay any amount due under any determination made in accordance with clause 12 below (Resolution of Disputes), (or where any such determination is appealed or referred to any person or body having jurisdiction to make a further determination on the same question, under the final decision of that appeal or further determination).
- 8. COST ADJUSTMENTS/CAP**
- 8.1 The Admitted Body agrees and acknowledges that the employer contributions referred to in Clause 7 may be revised following a valuation of the Schemes. The Admitted Body agrees to meet any increases in employer contributions notified to it by the Scheme Manager subject only to Clause 8.2. below.

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<sup>2</sup> Currently being 0.8% of pensionable pay

<sup>3</sup> Currently the higher of (i) 10% over and above salary growth in the public sector over the same period and (ii) £5,000 as indexed.

- 8.2 The ASLC for the Admitted Body shall be set at the same rates as the ASLC for all public sector employers who participate in the Schemes.

**9. CONTRACTING AUTHORITY INDEMNITY AND OBLIGATIONS**

- 9.1 In the event that the Admitted Body fails to comply with its obligations under this Agreement (including, without limitation, its obligations to make, and account to the Schemes for all employer and employee contributions and make any of the payments to the Schemes in accordance with Clause 7), the Contracting Authority agrees to pay on demand such sums as determined by the Minister to compensate the Schemes for the Admitted Body's breach of the terms of its participation in the Schemes where that breach has resulted in an increase in the Schemes' costs or liabilities.
- 9.2 Where the Contracting Authority receives a demand for payment from the Minister in accordance with Clause 9.1 above, it shall arrange for the payment of such sums to be made immediately to the Schemes or within such other time period as the Scheme Manager shall in its absolute discretion notify to the Contracting Authority.
- 9.3 The Contracting Authority shall complete Schedule 1 below to the best of its abilities and provide a copy of the same to the Scheme Manager, Scheme Administrator and the Admitted Body contemporaneously with the Effective Date.
- 9.4 In preparation for subsequent transfers, the Contracting Authority will procure and keep up to date lists of Eligible Employees and Admitted Persons from the Admitted Body.
- 9.5 The Contracting Authority will use its best endeavours to ensure that Eligible Employees have the continued right to participate in the Schemes on any subsequent transfer.

**10. SET OFF**

The Contracting Authority may, at its discretion, set off against any payments due to the Admitted Body under the Contract an amount equal to any overdue employer and employee contributions and/or other payments due from the Admitted Body to the Schemes under this Agreement and/or the Acts.

**11. RECORDS AND ADMINISTRATION**

- 11.1 The Admitted Body shall maintain accurate and up to date records (including payroll records) and accounts in accordance with all guidance issued by the Scheme Manager from time to time, including in the EPG/EPN.
- 11.2 The Minister, Scheme Manager, its auditors and its authorised representatives shall be given reasonable opportunity during normal business hours to examine, inspect and take copies of the records or accounts referred to in Clause 11.1 above (the "**Audit**")
- 11.3 The Admitted Body shall provide the Scheme Manager, its auditors and its authorised representatives with all reasonable co-operation and assistance in relation to each Audit, including:
- 11.3.1 all information reasonably requested by the Scheme Manager on a timely basis; and
- 11.3.2 reasonable access to relevant Admitted Body personnel.
- 11.4 The Admitted Body shall transfer all necessary member records to any new employer on such occasions and in such a manner as required by the Schemes notified under the EPG.

- 11.5 If requested to do so by the Minister, the Admitted Body must provide the Minister with a copy of its audited annual accounts in respect of the immediately preceding financial year within 21 days of such request.

**12. RESOLUTION OF DISPUTES**

- 12.1 Subject to sub-clause 12.2 below, any issue that may arise between the Contracting Authority and the Admitted Body relating to the construction of this Agreement, or to the rights and obligations of either the Contracting Authority or the Admitted Body under it, shall be referred in writing to the Minister.
- 12.2 Nothing in this Agreement shall affect the rights of the Admitted Body and/or the Contracting Authority and/or Eligible Employees and/or Admitted Persons in connection with the IDRPs and/or to seek adjudication in any matter from the Pensions Ombudsman.
- 12.3 The Admitted Body and the Contracting Authority agree to fully and promptly co-operate with any investigation, process or determination carried out by the Pensions Ombudsman, and/or the IDRPs and/or any other dispute resolution process and/or any determinations made there under.

**13. TERMINATION**

- 13.1 The Minister may terminate this Agreement in any or all of the following circumstances:
- 13.1.1 if the Admitted Body breaches any of the obligations contained within this Agreement, the Acts, the Rules the EPG or the EPN's (but where the breach is capable of remedy only where it has not been remedied within a reasonable time and in any event within 28 days of service of a notice giving particulars of the breach and requiring the Admitted Body to remedy it);
  - 13.1.2 if the Admitted Body fails to pay any sums due to the Minister under this Agreement or the Acts within 28 days of service of a notice giving particulars of the amount outstanding and requiring the Admitted Body to pay it;
  - 13.1.3 in the event of the insolvency, winding up or liquidation of the Admitted Body; or
  - 13.1.4 in the event of the Contract expiring (without renewal or without the Services being retendered to the Admitted Body in whole or part) or terminating for any reason.

The Minister will give written notice of termination to all other Parties to this Agreement, setting out the date on which termination becomes effective.

- 13.2 This Agreement will automatically terminate upon the earlier of the below events:
- 13.2.1 the last Admitted Person ceasing to be an active member of any of the Schemes under this Agreement, provided that no Eligible Employee remains, in which case termination shall only occur when no Eligible Employee remains eligible to participate;
  - 13.2.2 termination of the Contract unless the Admitted Body continues to provide the Service in whole or part where these have been retendered by the Contracting Authority.
- 13.3 Termination or cessation of this Agreement will automatically end an Admitted Person's participation in the Schemes under this Agreement in respect of future service unless such Admitted Person/Eligible Employee has transferred to another body and is continuing to provide services which are covered by an Admission Agreement. It will not in any event affect accrued rights, obligations or commitments intended to survive termination or cessation.

- 13.4 In the event of the Admitted Body ceasing to participate in the Schemes the Admitted Body shall procure that all such records and data in relation to Admitted Persons or former Admitted Persons (as may be necessary for either the effective transfer of those persons, or the administration of the Schemes on their behalf), shall be handed to the Contracting Authority and copied to the Minister within 28 days.

**14. SERVICE OF NOTICES**

- 14.1 A notice under this Agreement must be in writing and, unless the receiving party acknowledge receipt, is valid if (and only if) it complies with the following provisions:

14.1.1 the notice must be given by hand or sent by registered post or recorded delivery; and

14.1.2 the notice must be served:

(a) where the receiving party is the Admitted Body and a company incorporated within Great Britain, at its registered office, or where the Admitted Body is not a company incorporated within Great Britain, at the Admitted Body's address shown in this Agreement or at any alternative address that is specified in a notice given in writing by that Party to the other Parties; or

(b) where the receiving party is the Minister or the Contracting Authority, at that Party's address shown in this Agreement or at any alternative address that is specified in a notice given in writing by that party to the other Parties; or

(c) by e-mail in accordance with sub-clause 14.3 below.

- 14.2 Unless it is returned through the Royal Mail undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third day after posting whenever and whether or not it is received.

- 14.3 For the avoidance of doubt, (i) notice and other written communications sent by way of an email to a recognised e-mail address of the relevant Party together with proof of receipt, and/or (ii) the posting of such notice or communication via a secure web based portal; in each case, shall constitute service of notice. Further, text, SMS, MMS or Skype like applications or any other form of 'chat' messages do not qualify.

**15. CIVIL SERVICE COMPENSATION SCHEME & CIVIL SERVICE INJURY BENEFITS SCHEME**

This Agreement does not cover benefits provided pursuant to either the Civil Service Compensation Scheme and/ or the Civil Service Injury Benefits Scheme. Nothing in this Agreement shall be taken as representing that any Party shall provide any such benefit or do any such thing so as to provide such benefits.

**16. RIGHTS OF THIRD PARTIES**

- 16.1 Subject to sub-clause 16.2 below, a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 16.2 An Admitted Person or an Eligible Employee may enforce any rights to membership or continued membership of the Schemes against the Admitted Body.

**17. PUBLIC INSPECTION**

This Agreement (with the exception of Schedules 1, 3 and 4) shall be available for public inspection at the named offices of the Minister.

**18. WAIVER**

The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19. GOVERNING LAW AND JURISDICTION**

Each of the Parties hereby irrevocably agrees that any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with English law. Further each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**20. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

**SIGNED**                      **IN**                      **TRIPLICATE**                      by                      the                      Parties

**SCHEDULE 1**

**LIST OF ELIGIBLE EMPLOYEES EXPECTED TO TRANSFER ON THE EFFECTIVE DATE**

<b>Surname</b>	<b>Initials</b>	<b>National Insurance Number</b>

**SCHEDULE 1**

**SCHEDULE 2**

**THE SCHEMES**

1. The Principal Civil Service Pension Scheme as set up under the 1972 Act.
2. Partnership Pension Account.
3. Partnership Pension Account III Health Benefits Scheme.
4. Partnership Pension Account Death Benefits Scheme.
5. Civil Service Additional Voluntary Contribution Scheme.
6. The 2015 New Scheme (with effect from a date to be notified to the Admitted Body by the Minister).

**SCHEDULE 2**

**SCHEDULE 3**

**EMPLOYER CONTRIBUTIONS**

Below are the current ASLC as at the date this Agreement is entered into. In accordance with sub-clause 7.1.7 above, these contributions may be amended from time to time on notice.

	<b>Salary Band (£)</b>	<b>ASLC rate from 1 April 2014</b>
Band 1	22,000 and under	16.7%
Band 2	22,001 to 44,500	18.8%
Band 3	44,501 to 74,500	21.8%
Band 4	74,501 and over	24.3%
Prison Officers with reserved rights (pre-Fresh Start)		25.8%

**SCHEDULE 3**

**SCHEDULE 4**

**ADMITTED BODY/ EMPLOYER CONFIRMATION TO SCHEME MANAGER**

In accordance with sub-clause 5.2.9 above: this is confirmation that we the Admitted Body have consulted with Eligible Employees [and their Trade Union/ employee representatives], in good time and in advance of the following changes to terms and conditions of employment which has the effect of ending their status as Eligible Employees:

[Insert Employee's name(s)]

[Details of their Trade Union/ employee representatives, where appropriate]

[Date consultation took place]

[Subject matter of consultation: note the requirement to consult covers any matter which has the effect of ending an Eligible Employee's status as eligible to participate in the schemes. This includes, without limitation, moving away from the Services whether at the employee's request or the request of the Admitted body and can include promotions and lateral moves].

Signed by the Admitted Body .....

Dated .....

**Signed** )  
For and on behalf of the )  
**MINISTER FOR THE CABINET OFFICE** )  
)  
)

**Signed** )  
by [ ] )  
On behalf of the **ADMITTED BODY** )  
)  
)

**Signed** )  
for and on behalf of the )  
**SECRETARY OF STATE FOR JUSTICE** )  
in the presence of: )  
)