

DATED _____ 2016

EAST SUSSEX COUNTY COUNCIL

And

XXXXXXXXXXXXXXXXXXXXXXX

And

XXXXXXXXXXXXXXXXXXXXXXX

ADMISSION AGREEMENT in respect of
East Sussex County Council
Local Government Pension Scheme

Assistant Chief Executive, Governance Services
East Sussex County Council

THIS AGREEMENT is made on the _____ day of _____ 2016

BETWEEN

- (1) EAST SUSSEX COUNTY COUNCIL of County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1UE (in its capacity as "the Administering Authority");
- (2) (in its capacity as "the Scheme Employer");
- (3) (the "Admission Body");

WHEREAS

- (A) The Administering Authority is an Administering Authority within the meaning of the Regulations and administers the Local Government Pension Scheme (the "Scheme") and maintains the East Sussex County Council Pension Fund (the "Pension Fund")
- (B) The Scheme Employer is a scheme employer within the meaning of the Regulations.
- (C) The Admission Body provides a service or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of the XXXXXXXX service or assets by means of a contract dated the XX day of XXXXXX 20XX and made between XXXXXXXX and the Admission Body ("the "Contract"), which is for the period of XXXX years commencing on XXXXXX [with an option to extend for a further XXXXXX years].
- (D) The Administering Authority and the Admission Body have agreed to enter into this Admission Agreement (the Agreement) to enable the Eligible Employees (as defined in clause 1.1) engaged by the Admission Body but formerly employed by the [Scheme Employer] to be members of the Scheme and to participate in the Pension Fund.
- (E) At the Commencement Date the Admission Body will commence in the Pension Fund on a fully funded basis.
- (F) The terms and conditions of such an admission have been agreed between the parties of this Agreement as follows:-

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 "Eligible Employees" means the employees employed by the [Scheme Employer] and to be transferred to the Admission Body in accordance with the Contract and listed in Schedule 1 of this Agreement and who are otherwise nominated by the Admission Body for membership of the Scheme.

PROVIDED THAT

- 1.1.1 the employee is not a member of another occupational pension scheme (within the meaning of Section 1 of the Pension Schemes Act 1993) in relation to that employment;
- 1.1.2 the employee is and remains employed in connection with the provision of the service or assets in accordance with the Contract; and

- 1.1.3 the employee otherwise satisfies the requirements of the Regulations appertaining to eligibility for membership of the Scheme.
- 1.2 “Business Day” means any day other than a Saturday or a Sunday or a Public or Bank Holiday in England & Wales.
- 1.3 “Regulations” mean the Local Government Pension Scheme Regulations 2013 and any reference to a particular Regulation means, unless otherwise stated, a reference to the Regulations. Where appropriate this interpretation will apply to any amendment or replacement to these regulations
- 1.4 “Relevant Transfer Date” means the date of transfer of employment of an Eligible Employee to the Admission Body,
- 1.5 Save as aforesaid the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires.
- 1.6 In this agreement where the context so admits:-
- 1.6.1 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;
- 1.6.2 references to any statute or statutory instrument shall be deemed to include reference to any such provisions as from time to time amended, varied, replaced, extended or re-enacted and any others or regulations under such provisions unless the context otherwise requires;
- 1.6.3 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule to this Agreement and references to a sub-Clause shall be deemed to be a reference to a sub-Clause of the Clause in which the reference appears;
- 1.6.4 headings are included for ease of reference only and shall not affect this Agreement or its interpretation.
- 1.6.5 The Schedule to this Agreement forms part of this Agreement.

2. COMMENCEMENT DATE

This Agreement shall take effect on the [XXXXXXXX](#) ('Commencement Date') and shall continue until such time as this Agreement is terminated in accordance with its terms.

3. ADMISSION

- 3.1 The Administering Authority shall as from the Relevant Transfer Date permit the Eligible Employees to be members of the Scheme and to participate as active members of the Pension Fund. The Administering Authority unless notified to the contrary by the Admission Body agrees to the continued active membership in the Scheme on and from the Relevant Transfer Date of each Eligible Employee who was an active member of the Scheme immediately prior to the Relevant Transfer Date. The Administering Authority agrees that any Eligible Employee who was not an active member of the Scheme immediately prior to the Relevant Transfer Date continues to be eligible to become an active member of the Scheme if he or she applies in writing to the Admission Body.

4. PARTICIPATION

- 4.1 The provisions of the Regulations shall apply for determining the rights and obligations of and the action which is to be taken by each party to this Agreement and for the transmission of information between them and each party hereby undertakes with the other to take such action promptly.
- 4.2 The provisions of the Regulations shall apply to the Eligible Employees in the same way as if the Admission Body were a Scheme employer within the meaning of the Regulations.
- 4.3 The Admission Body warrants and represents to the Administering Authority that the Admission Body employs every Eligible Employee for the purposes of this Agreement.
- 4.4 The Admission Body warrants and represents to the Administering Authority that no further employees employed by the Admission Body after the Commencement Date will become Eligible Employees for the purposes of this Agreement.

OR

The Admission Body may from time to time throughout the contract period engage further employees on the Contract as mentioned above to participate as an active member of the Scheme.

- 4.5 The Admission Body undertakes that it will promptly notify the Administering Authority in writing if any Eligible Employee ceases to be such in consequence of failing to satisfy Sub Clause 1.1.1 or Sub Clause 1.1.2 and that employee shall cease to be eligible to be an active member of the Scheme.

5. PAYMENTS

- 5.1 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund such contributions and payments as are due from it under its rates and adjustments certificate issued by the actuary appointed by the Administering Authority and as are due under the Regulations.
- 5.2 The employer pension contributions payable by the Admission Body as at the Commencement Date is an amount equivalent to XX.X% of each Eligible Employee's pensionable pay that is or becomes an active member.
- 5.3 The employer pension contribution rate stated in Clause 5.2 will be subject to change following each valuation of the Pension Fund in accordance with Regulation 62 and in other circumstances including, but not limited to, those set out in clause 7.1 and Regulations 64 and 65.
- 5.4 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund all employee and employer pension contributions on a monthly basis in arrears. The payment must reach the Administering Authority no later than the 19th day of the month following the salary payment to which they refer. Any question concerning what rate of contribution a member is liable to pay to the Pension Fund must be decided by the Admission Body in accordance with the Regulations.

5.5 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund any revised contributions and payments due under Sub-Clause 7.2.2 within 30 days of receipt of a written request from the Administering Authority.

5.6 Where:

- (a) an Eligible Employee who is aged 55 or more is dismissed by reason of redundancy or business efficiency or where such an Eligible Employee's employment is terminated by mutual consent on grounds of business efficiency; or
- (b) an Eligible Employee elects to receive an immediate pension under Regulation 30(5) or (with the Admission Body's consent) under Regulation 30(6) of the Regulations, including in either case where the Admission Body waives any reduction of benefits under Regulation 30(8); or
- (c) an Eligible Employee is retiring on the grounds of ill health or infirmity of mind or body which renders him both permanently incapable of discharging efficiently the duties of his current employment and not immediately capable of undertaking gainful employment; or
- (d) the deferred benefit of an Eligible Employee who became a deferred member of the Scheme is brought into payment on the grounds of ill health or infirmity of mind or body which renders him both permanently incapable of discharging efficiently the duties of that employment and unlikely to be capable of undertaking gainful employment before normal pension age, or for at least three years, whichever is the sooner;

and immediate benefits are payable under the Regulations, the 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 of the immediate payment of benefits on the Pension Fund, as certified by an actuary appointed by the Administering Authority, but only, in the case of sub-sections (c) or (d), to the extent that the strain is not met through the Admission Body's employer contribution rate, such sum to be paid within 30 days of receipt of the written notification.

5.7 The Admission Body shall indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Pension Fund may incur arising out of or in connection with (a) the non-payment by the Admission Body of any payments due to the Fund under this Admission Agreement, the Regulations or any other legal or regulatory requirements applicable to the Scheme. Any demand under this clause must be paid by the Admission Body to the Administering Authority within 30 days of a written request from the Administering Authority. In the event of non-payment by the Admission Body, the Scheme Employer shall indemnify and keep indemnified the Administering Authority against such costs and liabilities.

5.8 If any sum payable under the Regulations or this Agreement by the 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 or the Regulations, the Administering Authority may require the Admission Body to pay interest on the amount remaining unpaid at the rate of 1% above the Bank of England base rate on a day to day basis from the due date to the date of payment and compounded with 3 monthly rests.

5.9 If any sum payable under the Regulations or this Agreement by the 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 or the Regulations, the Administering Authority may

require the Scheme Employer to set off against any payments due to the Admission Body an amount equal to the sum due from the Admission Body under this Agreement or the Regulations and to pay the sum to the Administering Authority for the credit to the Pension Fund by a date specified by the Administering Authority.

- 5.10 Any payment due from the Admission Body under clause 5.1 shall be calculated on the assumption that, as at the Commencement Date, any liabilities relating to the Scheme membership prior to the Commencement Date of the Eligible Employees are 100% funded (as determined by the actuary appointed by the Administering Authority in accordance with the actuarial assumptions consistent with the most recent actuarial valuation of the Pension Fund before the Commencement Date (updated to the Commencement Date if necessary)). Where any additional funding (as certified by the actuary appointed by the Administering Authority) is necessary, this shall be deducted from the Scheme Employer's notional allocation of assets within the Pension Fund. For the avoidance of doubt, 100% funded shall mean that the Admission Body shall be notionally allocated at the Commencement Date an amount of assets within the Fund equal to the value placed on the liabilities as at the Commencement Date as determined by the Administering Authority's actuary.
- 5.11 With effect on and from the Commencement Date and during the period of this Agreement, the Admission Body will have responsibility for funding any deficit in the Fund relating to the membership of the Eligible Employees.
- 5.12 Any payments made by the Admission Body under clause 5.4 must be accompanied by a statement (given in such form and at such intervals as the Administering Authority shall specify) showing the following information for each Eligible Employee who was an active member of the Scheme during all or part of the period covered by the statement:
- (a) name and contribution band;
 - (b) details of any period(s) falling within the period to which the statement relates in relation to which an election was in force in respect of the active member under Regulation 10;
 - (c) total pensionable pay received by the member (including any assumed pensionable pay the member is treated as having received);
 - (d) total employee contributions deducted from that pensionable pay;
 - (e) total employer contributions in respect of that pensionable pay;
 - (f) total additional contributions paid by the member (distinguishing additional pension contributions paid under Regulation 16 and additional voluntary contributions paid under Regulation 17);
 - (g) total additional contributions paid by the Admission Body (distinguishing additional pension contributions paid under Regulation 16 and additional voluntary contributions paid under Regulation 17); and
 - (h) such other information as the Administering Authority may require.
- 5.13 Where an election was in force in respect of an active member under Regulation 10 during any part of the period to which the statement required under clause 5.11 relates, the information provided under (c), (d) and (e) above must be provided separately in respect of:
- (i) the period (or, if more than one, the aggregate of such periods) during which no election was in force; and

(ii) any period (or, if more than one, the aggregate of such periods) during which no election was in force.

6. ADMISSION BODY'S UNDERTAKINGS

The Admission Body undertakes:-

- 6.1 to comply with all its duties and obligations relating to automatic enrolment including without limitation under the Pensions Act 2008 and regulations made thereunder and the LGPS Regulations and shall indemnify and keep indemnified the Administering Authority in respect of any claim, loss, liability suffered or incurred by the Administering Authority arising from any failure by the Admission Body to comply with those obligations;
- 6.2 that throughout the Contract, that all the body's employees who are members of the Scheme are employed in connection with the provision of services or assets as mentioned in paragraph (C) of the introduction to this Agreement.
- 6.3 to provide or to procure such information relating to the Admission Body's participation in the Pension Fund and the Eligible Employee's participation in the Scheme as is reasonably required by the Administering Authority.
- 6.4 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 2013 (SI 2013/2734) or any subsequent regulations;
- 6.5 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and, subject to clause 6.6, in any employer's guide published by the Administering Authority and provided by the Administering Authority to the Admission Body;
- 6.6 to formulate and publish within 3 months of the date of the signing of this Agreement a statement concerning the Admission Body's policies on the exercise of its discretions under the Regulations and to keep such policies under review; informing the Administering Authority within 1 month of any change to a policy.
- 6.7 to notify the Administering Authority of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion;
- 6.8 without prejudice to the requirements of the Regulations and any employers guide published by the Administering Authority and provided to the Admission Body, to notify forthwith the Administering Authority in writing of any material change in the terms and conditions of employment of any of the Eligible Employees which affect entitlement to benefit under the Regulations, any change in employment which results in an Eligible Employee who is an active member ceasing to be employed in connection with the provision of the services referred to in recital (C) and of any termination of employment by virtue of redundancy, business efficiency, ill-health or early retirement;
- 6.9 not to do any act, omission or thing which would prejudice the status of the Scheme as a registered pension scheme under Chapter 2 of Part 4 of the Finance Act 2004;
- 6.10 that it shall not grant an additional pension to an Eligible Employee or former Eligible Employee under the Regulations save to the extent either that (a) the appropriate sum is paid to the Administering Authority for credit to the Pension Fund in accordance with Regulation 68(3) or (b) the Administering Authority and Admission Body agree that the Admission Body will pay increased contributions to meet the cost of the additional pension;

- 6.11 to notify the Administering Authority and the Scheme Employer immediately of any matter which may affect, or is likely to affect, its participation in the Scheme and the Pension Fund and give immediate notice to the Administering Authority of any actual or proposed change in its status which may give rise to a termination of the Agreement, including but not limited to, take-over, reconstruction or amalgamation, insolvency, winding up, receivership or liquidation or a material change to its business or constitution.
- 6.12 to provide forthwith to the Administering Authority such details as to its financial position as the Administering Authority shall reasonably request, and to allow a representative of the Administrative Authority access to any of its financial records as and when reasonably required by the Administering Authority;
- 6.13 to meet the relevant requirements of the Regulations.

7. PERIODIC VALUATIONS

- 7.1 Without prejudice to its powers under Regulation 64(4), where the Administering Authority considers there are circumstances which make it likely that the Admission Body will become an exiting employer, the Administering Authority may obtain from an actuary appointed by the Administering Authority a certificate specifying, in the case of the Admission Body, the percentage or amount by which, in the actuary's opinion, the contribution rate at the common rate or any prior 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 held is equivalent to the anticipated exit payment that will be due from the Admission Body to the Pension Fund by the likely exit date. The costs of obtaining this certificate shall be borne by the party requesting the certificate.
- 7.2 When this Agreement is terminated for whatever reason, or ceases to have effect, the Administering Authority must obtain:
 - 7.2.1 an actuarial valuation as at the termination date of the liabilities of the Pension Fund in respect of the Eligible Employees and the former Eligible Employees, under the Agreement, of the Body, and
 - 7.2.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the exit payment due from the Admission Body; The basis of any actuarial valuation will be determined by the actuary to the Administering Authority.

The costs of obtaining this certificate shall be borne by the Admission Body

Where for any reason it is not possible to obtain all or part of the exit payment from the Admission Body or from any person providing a bond, indemnity or guarantee in accordance with clause 9, then the Administering Authority may obtain a further revision of the rates and adjustments certificate for the Pension Fund showing the revised contributions due from the body which is the related employer (as defined in Regulation 64(8)) in relation to the Admission Body.

- 7.3 The Admission Body shall pay to the Administering Authority any costs (including professional costs) which the Pension Fund or Administering Authority may incur as a result of the termination of this Agreement unless terminated by the Administering Authority under clause 8.1.

8. 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 notice to terminate this agreement to the other party 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,
 - 8.2.2 the last active member ceasing employment by the Admission Body, or
 - 8.2.3 the date the Admission Body ceases to be an admission body for the purposes of the Regulations.
- 8.3 This Agreement may be terminated with immediate effect by the Administering Authority by notice in writing to the Admission Body in the event of:
- 8.3.1 any breach by the Admission Body of any of its obligations under this Agreement.

PROVIDED THAT if the breach is capable of remedy the Administering Authority shall first afford to the Admission Body the opportunity of remedying that breach within such reasonable period as the Administering Authority may specify; or
 - 8.3.2 the insolvency, winding up or liquidation of the Admission Body;
 - 8.3.3 where the continued participation of the Admission Body in Scheme would or might prejudice the status of the Scheme as a registered pension scheme under Chapter 2 of Part 4 of the Finance Act 2004; or
 - 8.3.4 the failure by the Admission Body to pay any sums due to the Administering Authority or to the Pension Fund within seven days of the dates specified in Clauses 5.4, 5.5, 5.6, 5.7 and 5.8 or, in any other case, within thirty seven days of receipt of a notice from the Administering Authority requiring them to do so; or
 - 8.3.5 the failure by the Admission Body, having carried out a risk assessment, taking account of actuarial advice, to satisfy the Administering Authority there are appropriate guarantees as specified in Clause 9, to protect the Pension Fund and the other Scheme Employers participating in the Pension Fund in the event the Agreement be terminated under Clause 8.2 or 8.3 or for any other reason;
 - 8.3.6 the Admission Body ceases to be an admission body in accordance with the Regulations.
- 8.4 Where any contributions, payments or other sums due under this Agreement or the Regulations remain outstanding on the termination of this Agreement, the Admission Body shall pay them in full within 20 days of the date of termination.

9 INDEMNITY FROM THE ADMISSION BODY

- 9.1 The Admission Body shall carry out or procure the carrying out of an assessment, taking into account actuarial advice, of the level of risk arising on premature termination of the provision of the Contract by reason of the insolvency, winding up or liquidation of the Admission Body, to the satisfaction of the Administering Authority and the Scheme Employer. The cost of any actuarial assessment of the sum of bond shall be borne by the Admission Body.

- 9.2 The level of risk exposure arising on the premature termination of the service provision or assets by reason of insolvency, winding up or liquidation of the Admission Body has, prior to the Commencement Date specified in Clause 2, been actuarially assessed to the satisfaction of the Administering Authority and Scheme Employer as being the sum of £XXXXXX.
- 9.3 The Admission Body undertakes to provide to the Administering Authority on or before the date of completion of the Agreement a bond in accordance with Clause 9.4 or, where the Administering Authority has agreed that it is not desirable for the Admission Body to provide a bond, the Admission Body shall secure a guarantee (in a form approved by the Administering Authority) from (a) a person who funds the Admission Body in whole or in part (b) a person who owns the Admission Body (c) a person who controls the exercise of the functions of the Admission Body or (d) the Secretary of State for Communities and Local Government.
- 9.4 The Admission Body shall provide a bond in a form approved by the Administering Authority with XXXXXXXXX being an authorised insurer or a relevant institution in compliance with the Regulations (or such other insurer or institution which may be approved by the Administering Authority from time to time) for the sum specified in Clause 9.2 in respect of the risk exposure specified and that the bond is in place.

OR

The Admission Body shall secure a guarantee (in a form approved by the Administering Authority) from (a) a person who funds the Admission Body in whole or in part (b) a person who owns the Admission Body (c) a person who controls the exercise of the functions of the Admission Body or (d) the Secretary of State for Communities and Local Government.

OR

The Administering Authority and the Scheme Employer have agreed that the initial level of risk exposure is not such as to require a bond or guarantee.

- 9.5 The level of risk exposure may be reviewed at any time by the Administering Authority but shall be reviewed at least at thirty six monthly intervals from the Commencement Date (but not more than once per annum) to ensure that it still covers the level of risk exposure arising on the premature termination of the service or assets by reason of the insolvency, winding up, or liquidation of the Admission Body, which has been actuarially assessed to the satisfaction of the Administering Authority. The cost of any such actuarial assessment shall be borne by the Admission Body.
- 9.6 During the term of this Agreement, the Admission Body shall keep the level of risk exposure arising on the premature termination of the service provision or assets by reason of the insolvency, winding up or liquidation of the Admission Body under assessment at regular intervals as required by the Administering Authority and Scheme Employer.
- 9.7 Where any bond or guarantee provided is for a period shorter than the full term of this Agreement, so that such bond or guarantee will expire during the term of this Agreement or where the Administering Authority or Scheme Employer so requires, following a re-assessment of risk exposure, the Admission Body shall:
- (a) arrange for any existing bond or guarantee to be extended in duration and amount as appropriate; or
 - (b) arrange for provision of a new bond or guarantee from a person or firm meeting the requirements of the Regulations, in a form approved by the Administering Authority and Scheme Employer.

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 hand or sent by prepaid first class post to the registered office of the Admission Body or addressed to the Pensions Strategy and Governance Manager at the headquarters address of the Administering Authority or addressed to the headquarter address of the Scheme Employer and shall be deemed to have been duly given or made (i) if delivered by hand, upon delivery at the address provided for in this Clause 10 unless such delivery occurs on a day which is not a Business Day (which means for the purposes of this Agreement any day other than a Saturday, Sunday or a public bank holiday in England) or after 4.00 p.m. on a Business Day, in which case it will be deemed to have been given at 9.00 a.m. on the next Business Day; or (ii) if sent by prepaid first class post, on the second Business Day after the date of posting.
- 10.2 The parties to this Agreement agree that any notice given under this Agreement shall not be accepted by e-mail.

11. WAIVER

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

12. SEVERANCE

- 12.1 If any provision of, or period of Scheme membership under, this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of, or any other periods of Scheme membership under, this Agreement which shall remain in full force and effect.
- 12.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

13. ENTIRE AGREEMENT

Except where expressly provided the Agreement constitutes the entire Agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

14. AMENDMENT

The parties to this Agreement may with the agreement of the other amend this Agreement by deed provided that:

- 14.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and
- 14.2 the amendment would not prejudice the status of the Scheme as a registered pension scheme

15. PUBLIC INSPECTION

This Agreement shall be made available for public inspection by the Administering Authority and the Scheme Employer at their respective headquarters addresses.

16. DISPUTES

16.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 20 Business Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to a director (or equivalent) of each party.

16.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

16.3 If the dispute cannot be resolved by the parties pursuant to clause 16.1 the parties shall refer it to mediation pursuant to the procedure set out in clause 16.5 unless (a) the Administering Authority or the Admission Body considers that the dispute is not suitable for resolution by mediation; or (b) the Administering Authority or the Admission Body does not agree to mediation.

16.4 The obligations of the parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Parties shall comply fully with the requirements of this Agreement at all times.

16.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Business Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 10 Business Days from the date of the proposal to appoint a Mediator or within 10 Business Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

(b) the parties shall within 10 Business Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.

- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- (d) if the parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.
- (e) failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties.
- (f) if the parties fail to reach agreement in the structured negotiations within 60 Business Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts
- (g) The Parties shall bear their own costs in relation to the dispute resolution procedure

17 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with English Law and subject to Clause 16 the parties hereby submit to the exclusive jurisdiction of the English Courts.

18. COUNTERPARTS

This Agreement shall 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.

19. RIGHTS OF THIRD PARTIES

The parties to the 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.

SCHEDULE 1

ELIGIBLE EMPLOYEES

First Name(s)	Surname	Date of Birth

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

<p>THE COMMON SEAL of EAST SUSSEX COUNTY COUNCIL as Administering Authority was hereunto affixed in the presence of :-</p> <p>Authorised Officer</p>	<p>Seal Reg. No _____</p>
<p>Print name:</p>	

<p>THE COMMON SEAL of XXXXXXXXXXXXXXXXXXXXXXXXXXXX as Scheme Employer was hereunto affixed in the presence of :-</p> <p>Authorised Officer</p>	<p>Seal Reg. No _____</p>
<p>Print name:</p>	

SIGNED and DELIVERED AS A DEED

By XXXXXXXXXXXXXXXXXXXXXXXX

acting by a director and its secretary or two directors

..... Director/Company Secretary

Print name:

..... Director/Company Secretary

Print name: