

SCHEDULE 25

Pensions

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1. ADMISSION TO WEST MIDLANDS PENSION SCHEME

1.1 The Service Provider shall seek admission to the West Midlands Pension Fund in respect of the Eligible Employees and for this purpose will ensure that from the

Contract Commencement Date until the *Contract Termination Date* the Service Provider shall

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Eligible Employees' benefits accrued under the Local Government Pension Scheme prior to the Service Commencement Date are fully funded as at the Service Commencement Date.

CONFIDENTIAL - SECURITY INFORMATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

210- [REDACTED] 10/10/01 [REDACTED] 10/10/01 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

of Eligible Employees is over the Based Employee's Contribution Rate [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. RIGHT OF SET OFF

The Authority shall have a right to set off against any payments due to the Service Provider Party under this Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the Local Government Pension Scheme Regulations) due from the Service Provider or from any relevant Service Provider Party (as applicable) under the Admission Agreement.

6. CESSATION OF ADMITTED BODY STATUS

In the event that the Service Provider or Service Provider Party as appropriate ceases to be an Admitted Body after the Service Commencement Date then:

6.1 the Service Provider shall or shall ensure that the Service Provider Party shall enter into discussions with the Authority and Employee Representatives to attempt to



mitigate the effects (if any) of the Service Provider or Service Provider Party ceasing to be an Admitted Body;

6.2 the Service Provider shall or shall ensure the Service Provider Party as appropriate



shall continue to take all reasonable steps to become an Admitted Body and shall

or schemes which it proposes shall be the Service Provider Pension Scheme for the purposes of paragraph 7. Such Service Provider Pension Scheme shall be a Broadly

Company's Pension Scheme

7.2 The Service Provider undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the Eligible

shall procure that:

7.2.1 the Eligible Employees shall by one (1) month before the Admission Agreement Completion Date or within the three (3) months following the date

Government Pension Scheme to the Service Provider Scheme following the Service Commencement Date.

~~7.4 In the event of the termination of the [redacted] Civil Agreement and in either~~

[redacted]

[redacted]

[redacted]

Employee greater than the cost which would have been payable in respect of that Eligible Employee had that consent, instigation, encouragement or assistance not been given;

- 8.3 until the Service Commencement Date, it shall not and shall procure that any relevant Service Provider Party shall not issue any announcements (whether in writing or not)

Consent without the consent in writing of the Trustees and the Administrator

8.5.1.1 given the Eligible Employee information in writing sufficient to explain the nature of the alternative pension provision and its effect on him;

8.5.1.2 notified the Eligible Employee in writing that he may make

Party about the proposed alternative pension provision; and

8.5.1.3 afforded the Eligible Employee a reasonable opportunity to make

10. LIABILITY FOR COSTS

The costs of the Authority necessarily and reasonably incurred in connection with obtaining the necessary certification of services under the contract shall be borne by

the Service Provider.

11. TRANSFER TO ANOTHER EMPLOYER

Should an employee be transferred to another employer, the Authority shall be responsible for

12.3 co-operate fully (and procure that the trustees of the Service Provider Pension

to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Service Provider or any Service Provider Party in the provision of the Services on the expiry or termination of this Agreement.