

DATED

2011

[Please write date]

(1) THE LONDON PENSIONS FUND AUTHORITY

and

(2) [EMPLOYER – Please write name of organisation]

**Variation of Contribution Rates
In relation to the London Pensions Fund Authority**

Dexter House
2 Royal Mint Court
London
EC3N 4LP

This Agreement is made the _____ day of _____ 2011

Between:

- (1) **THE LONDON PENSIONS FUND AUTHORITY** of Dexter House, 2 Royal Mint Court, London EC3N 4LP (the "**Administering Authority**"); and
- (2) **[Please write name _____]** of **[_____]** (the "**Employer**")

Background

- (A) The Administering Authority is an administering authority. It administers and maintains the Fund in accordance with the Regulations.
- (B) The Employer is a [community/transferee admission] body [listed in Schedule 2 of the Administration Regulations]. **[Please delete as appropriate]**
- (C) In accordance with Regulation 65 of the Administration Regulations, the Administering Authority has prepared the Pension Administration Strategy Statement setting out amongst other things the Service Level Agreement.
- (D) In preparing the Pension Administration Strategy Statement, the Administering Authority consulted the employing authorities in the Fund (including the Employer) [and such other persons it considered appropriate]. The Administering Authority published the Pension Administration Strategy Statement and sent a copy of it to each of the employing authorities in the Fund (including the Employer) and to the Secretary of State.
- (E) The Administering Authority will keep the Pension Administration Strategy Statement (including the Service Level Agreement) under review and will make such revisions as are appropriate following any material change in its policies in relation to any of the matters contained in the Pension Administration Strategy Statement.
- (F) The Administering Authority and the Employer have agreed to enter into this Agreement to document their agreement to comply with and be bound by the terms of the Service Level Agreement.

Now it is agreed as follows:

1. Interpretation

1.1 The following expressions have the following meanings:

"1997 Regulations"	the Local Government Pension Scheme Regulations 1997 (to the extent applicable by reason of the Transitional Regulations).
"Administration Regulations"	the Local Government Pension Scheme (Administration) Regulations 2008.
"Benefit Regulations"	the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007.
"Core Scheme Functions"	the functions identified in the Service Level Agreement as being core Scheme functions.
"Fund"	the London Pensions Fund Authority's Pension Fund.
"Pensions Administration Strategy Statement"	the Administering Authority's statement prepared in accordance with Regulation 65 of the Administration Regulations as revised from time to time in accordance with that Regulation.
"Regulations"	the Administration Regulations, the Benefit Regulations, the Transitional Regulations and the 1997 Regulations.
"Scheme"	the Local Government Pension Scheme established by the Regulations made by the Secretary of State under sections 7 and 12 of the Superannuation Act 1972.
"Service Level Agreement"	the section of the Pensions Administration Strategy Statement setting out the levels of performance which the Administering Authority and its employing authorities are expected to achieve in carrying out

	their Scheme functions including performance targets. The Service Level Agreement may be revised from time to time as part of the Pensions Administration Strategy Statement. A copy of the Service Level Agreement current as at the date of this Agreement is included in the documentation.
“Transitional Regulations”	the Local Government Pension Scheme (Transitional Provisions) Regulations 2008.

- 1.2 Expressions have the same meaning as in the Regulations except where the context otherwise requires.
- 1.3 Any reference in the Agreement to any law or piece of legislation shall include any subsequent amendment to it and any ancillary legislation made under it.

2. **The Service Level Agreement**

- 2.1 With effect from the date of this Agreement, the Administering Authority and the Employer agree to use their best endeavours to comply with and be bound by the terms of the Service Level Agreement.
- 2.2 In consideration of this Agreement the Administering Authority will charge the Employer a contribution towards the cost of the administration of the Fund which reflects the fact that compliance with the Service Level Agreement will result in greater efficiencies and lower administration costs for the Fund.
- 2.3 If in the opinion of the Administering Authority the Employer has not complied with the terms of the Service Level Agreement the Administering Authority may charge the Employer a higher contribution towards the cost of the administration of the Fund.
- 2.4 When considering whether to charge the Employer a higher contribution towards the cost of the administration of the Fund in accordance with Clause 2.3 the Administering Authority shall take into account any failure on its own part to comply with the terms of the Service Level Agreement.
- 2.5 Clause 2.3 shall not affect the Administering Authority's ability under Regulation 43 of the Administration Regulations to give written notice to the Employer where it has incurred additional costs which should be recovered

from the Employer because of the Employer's level of performance in carrying out its functions under the Regulations or the Service Level Agreement.

- 2.6 The Employer acknowledges that the Service Level Agreement may be revised from time to time by the Administering Authority in accordance with Regulation 65 of the Administration Regulations and that the Employer will comply with and be bound by the terms of the revised Service Level Agreement.

3. **Other Charges**

- 3.1 The Employer acknowledges that the contribution it is required to pay towards the cost of the administration of the Fund is to cover the cost of meeting the Core Scheme Functions.

- 3.2 Where the Employer requests that the Administering Authority provides services beyond these functions the Administering Authority reserves the right to charge the Employer for the provision of such services. Non-core services include by way of example and without limitation the provision of FRS17 reports, bulk redundancy calculations, bulk information requests, member presentations, site visits and the payment of compensatory added years benefits. Such services will be provided on terms agreed at the time with the Administering Authority and the Employer.

4. **Notices**

- 4.1 Any notices under this Agreement shall be in writing and shall be served by sending the same by first class post, facsimile or by hand or leaving the same at the headquarter address of the Employer or the headquarter address of the Administering Authority.

5. **Waiver**

Failure or neglect by the Administering Authority to enforce at any time any of the provisions of this 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.

6. **More than one Counterpart**

This Agreement may be executed in more than one counterpart, which together constitute one agreement. When each signatory to this Agreement has executed at least one part of it, it will be as effective as if all the signatories to it had executed all of the counterparts. Each counterpart Agreement will be treated as an original.

7. **Laws**

7.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales.

7.2 Any rights that a third party may have under the Contracts (Rights of Third Parties) Act 1999 are excluded.

.....
**SIGNED FOR AND ON BEHALF OF
THE LONDON PENSIONS FUND AUTHORITY**
was affixed in the presence of:

.....
**SIGNED FOR AND ON BEHALF OF
EMPLOYER**