

Katherine Eberhart
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CONFIDENTIAL

APPENDIX 2

INSERT NAME OF SMALL SCHEDULED BODY

INSERT DATE

Dear Sir/Madam,

SA801/581/CH1

Letter of Variation to the Small Scheduled Body Pooling Agreement (“the Agreement”)

As you are aware, the Administering Authority of the West Sussex Pension Fund agreed to create an actuarial pool for certain small admission bodies and, consequently, the Administering Authority and the Small Scheduled Body are party to a Pooling Agreement (the “**Agreement**”).

Further to amendments made to the Local Government Pension Scheme Regulations 2013, the Local Government Pension Scheme (Amendment) Regulations 2018 and the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 it is necessary to amend the Agreement as set out in this letter with effect from the date of this letter (“**Variation Date**”).

The parties agree that with effect from the Variation Date the Agreement shall be varied as follows:

| | | |
|-----|---|---|
| (a) | Clause 3.1.1 shall be considered amended to reflect the current terminology for contribution rates. | The new wording of Clause 3.1.1 is as follows: The [Admission Body’s] or [Small Scheduled Body’s] or [Academy’s] rates and adjustments certificate (and any future revisions of that certificate) shall be assessed by the Actuary as if the [Admission Body] or [Small Scheduled Body] or [Academy] and all other employing authorities participating in the Pool were a single body. This will reflect both the cost of future accrual (the primary contribution rate) and any amount required to reflect the individual |
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| | | circumstances of the pool (the secondary contribution rate); |
| (b) | Clause 6.3. shall be considered amended to reflect the Local Government Pension Scheme (Amendment) Regulations 2018 (SI 2018/1366) and the payment of an exit credit. | <p>The new wording of Clause 6.3 is as follows:</p> <p>In the event that an [Admission Body] or [Small Scheduled Body] or [Academy] ceases to be such a body and therefore ceases to be an employer in both the Pool and the Fund, the Administering Authority will seek to recover any exit payment due under the [admission agreement] and/or [the Regulations] from the employer or pay any exit credit due under the Regulations to the employer. In the event that these liabilities cannot be recovered from the [Admission Body] or [Small Scheduled Body] or [Academy], a bond provider, their guarantor or a successor body within the Fund, and a shortfall exists within the Fund, these will normally fall to be met by the Pool as a whole.</p> |

Apart from the changes set out in this letter the parties agree the Agreement will remain on the same terms and conditions.

In order to finalise the variation, please arrange for both copies of this letter to be executed and return a hard copy of this letter to acknowledge receipt and confirm your agreement to the necessary variation of the Agreement. **Please return the signed copy of this letter to Annabel Collins, Legal Services at West Sussex County Council, County Hall, Chichester, PO19 1RQ** by no later than **30th October 2020**.

This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arise out of, or in connection with, this letter agreement or its subject matter or formation.

This letter agreement is to be executed by the parties as a deed, which may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

We agree to the variation of the Pooling Agreement as set out above from the date of this letter.

THIS DOCUMENT is executed as a DEED by the undersigned on

2020

EXECUTED AND DELIVERED as a deed on behalf of)
WEST SUSSEX COUNTY COUNCIL by affixing its)
Common Seal in the presence of:)

.....)
Signature of Authorised Signatory)

.....)
Print Name)

EXECUTED AND DELIVERED as a deed by)
[INSERT NAME OF SMALL SCHEDULED BODY])

.....)
Signature of Authorised Signatory)

.....)
Print Name)

.....)
Position)