

# Agenda

## General Purposes and Arbitration Committee

**Thursday, 16 December 2021 at 6.00 pm**  
**in the Council Chamber - Sandwell Council House, Oldbury**

**This agenda gives notice of items to be considered in private as required by Regulations 5 (4) and (5) of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.**

**1 Apologies for Absence**

**2 Declarations of Interest**

Members to declare any interests in matters to be discussed at the meeting.

**3 Minutes** 5 - 6

To confirm the minutes of the meeting held on 6 September 2021 as a correct record.

**4 Urgent Business**

To consider any urgent business.

**5 Admission Agreements to participate in the Local Government Pension Scheme** 7 - 48

Members to consider the review of polling places and polling stations 2021/22 and recommend to Council.



**6      Review of Polling Places and Polling Stations  
2021/22**

49 - 74

Members to consider the review of polling places and polling stations 2021/22 and recommend approval to Council.

**Kim Bromley-Derry CBE DL**  
**Interim Chief Executive**  
Sandwell Council House  
Freeth Street  
Oldbury  
West Midlands

**Distribution**

Councillor Dhallu (Chair)  
Councillors Kaur, Allcock, Allen, Kalari, Owen and Singh

Contact: [democratic\\_services@sandwell.gov.uk](mailto:democratic_services@sandwell.gov.uk)

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## Minutes of General Purposes and Arbitration Committee

**6 September 2021 at 6.00pm**  
**Council Chamber, Sandwell Council House**

**Present:** Councillor Dhallu (Chair)  
Councillor Kaur (Vice-Chair)  
Councillors Allcock, Allen and K Singh.

**Also present:** Trisha Newton – Senior Democratic Services Officer;  
Mateusz Sliwinski – Democratic Services Officer.

**14/21      Apologies for Absence**

An apology for absence was received from Councillor Owen.

**15/21      Declarations of Interest**

There were no declarations of interest.

**16/21      Minutes**

**Resolved** that the minutes of the meeting held on 8 June 2021 be agreed as a correct record.



17/21

## Admission Agreements to participate in the Local Government Pension Scheme

Consideration of the matter was deferred to a future meeting of the Committee.

**Resolved** that an additional meeting of the Committee be arranged.

Meeting ended at 6.32pm

Contact: [democratic\\_services@sandwell.gov.uk](mailto:democratic_services@sandwell.gov.uk)



## Report to General Purposes and Arbitration Committee

**Thursday 16 December 2021**

<b>Subject:</b>	Admission Agreements to participate in the Local Government Pension Scheme and Follow Up Report
<b>Director:</b>	Director of Finance, Simone Hines
<b>Contact Officer:</b>	Interim Accountant, John Smith John_smith2@sandwell.gov.uk

### 1 Recommendations

- 1.1 That the General Purposes Committee recommends to Full Council that the Chief Executive/Director of Finance be given the delegated authority to sign the Admission Agreements relating to the transfer of catering staff from Old Park Primary School to Mellors Catering Services, and Whitecrest Primary School to Aspens Services Limited, and for the Director of Legal Services to make arrangements for the necessary documents to be signed or executed under deed of seal (as required).
- 1.2 That the General Purposes Committee recommends to Full Council that where the future pension liability/guarantee is below £250,000 that the Chief Executive/Director of Finance be given the delegated authority to sign all future Pension Admission Agreements below this limit, and for the Director of Legal Services to make arrangements for the necessary documents to be signed or executed under deed of seal (as required) to give effect to relevant organisations becoming admitted bodies.




- 1.3 That the General Purposes Committee recommends to Full Council that where the pension liability/guarantee is greater than £250,000 that a separate report is presented to seek approval for the Chief Executive/Director of Finance to be given the delegated authority to sign the Pension Admission Agreement and for the Director of Legal Services to make arrangements for the necessary documents to be signed or executed under deed of seal (as required) to give effect to relevant organisations becoming admitted bodies.

## 2 Reasons for Recommendations

- 2.1 To ensure that staff formerly employed by the Council can continue to participate in the Local Government Pension Scheme as part of their employment with a new employer.

## 3 How does this deliver objectives of the Corporate Plan?

	<p>Best start in life for children and young people</p> <p>Having good health is essential for children of all ages, ensuring that they feel happy and living fulfilled lives.</p> <p>The provision of healthy and nutritional school meals to our primary school pupils contributes to this key objective.</p> <p>The contribution primary school catering staff provide is a fundamental support service to young children.</p>
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## 4 Context and Key Issues

- 4.1 A Pension Fund Admission Agreement should be signed and executed by all parties to such an agreement prior to Council staff being transferred under TUPE arrangements to a new employer. This will enable those staff to be able to continue with participation in the West Midlands Pension Fund Scheme with the new employer.





- 4.2 Full consultation should take place between Council officers, and officers from both West Midlands Pension Fund and the new Employer prior to the signing of an Admission Agreement. This should ideally be at the same time that contract negotiations are taking place.
- 4.3 In relation to core council services provided by external contractors then the contractual arrangements, including all pension transfer matters would have been subject to formal approval by Cabinet prior to the signing of all contract documents and Pension Admission Agreements. Examples include the SERCO Waste Management Contract, BSF & PFI Contracts, SIPS Education Partnership, Sandwell Leisure Trust, together with several contracts for the provision of Children's Services and Adult Social Care with various external agencies.
- 4.4 In addition to the contracts referred to above, there are five schools whose governing bodies decided to transfer their catering staff (Prior to transfer they were employed by SIPS Education Ltd) to a different service provider. (See Appendix 2). Schools have the delegated powers to make such decisions without the need to seek formal Council approval. However, under pension fund regulations and in relation to any potential future pension liabilities/guarantees the Council (Not the School) is still regarded as the Scheme Employer. This means that the Council must be a party to the admission agreement which has to be signed and executed under deed of seal by Council Officers acting on behalf of the Council.



The five Schools are:

1. The Phoenix Collegiate - to - Aspens Services Ltd in 2015. The Admission Agreement was signed by the S151 Officer at the time. There is no documentary evidence to confirm that delegated authority was sought on this particular occasion prior to signing.
2. Holy Trinity CofE Primary - to - Alliance in Partnership Ltd in 2020. The Admission Agreement was signed by a Legal Manager at the time. There is no documentary evidence to confirm that delegated authority was sought on this particular occasion prior to signing.
3. Hargate Primary School - to - Aspens Services Ltd. Delegated authority to sign and seal approved by Council on 26 July 2021 following a report to General Purposes committee 8 June 2021.
4. Old Park Primary School - to - Mellors Catering Services Ltd (See recommendation 1.1 of this report). Delegation currently being sought.
5. Whitecrest Primary School - to - Aspens Services Ltd (See recommendation 1.1 of this report). Delegation currently being sought.

## 5 Alternative Options

- 5.1 If approval of an Admission Agreement is not granted, then those former Council employees would no longer be eligible to participate in the West Midlands Pension Scheme. Those employees would suffer significant financial loss arising from the curtailment of their accrued future pension benefits.



## 6 Implications

<b>Resources:</b>	None
<b>Legal and Governance:</b>	Execution of the Admission Agreement under deed of seal.
<b>Risk:</b>	<p>Upon transfer of Council staff to a new Employer there is a requirement for the Council to underwrite any past service pension deficits accruing at the point of transfer. However, the risk of any liability will be minimised by way of either a pension “pass through arrangement”, guarantee/pension bond or a similar provision. The actual value of any such financial liability is determined by the pension fund actuary prior to the transfer of staff to a new employer. The liability takes account of such things as individual employees pay grade, age and length of service.</p> <p>The specific Admission Agreements between Mellors Catering Services Limited/Aspens Services Limited (“Admission Body”), The Borough Council of Sandwell (“Scheme Employer”) and Wolverhampton City Council (as “Administering Authority”) (See Appendix A), take the form of “Pass through arrangements” which has been agreed by all parties to the document.</p> <p>This means that both Mellors Catering Services Limited and Aspens Services Limited will incur the same employers pension contribution rates in respect of both past service deficits, and future service rates as the Council.</p> <p>Therefore, there is no requirement for the Council to underwrite any past service pension deficits by way of a pension guarantee or similar liability.</p>
<b>Equality:</b>	To ensure that those former employees who transferred to a new Employer under TUPE arrangements continue to have the same pension rights after the transfer.
<b>Health and Wellbeing:</b>	None
<b>Social Value</b>	None



## 7. Appendices

Appendix 1 & 2– West Midlands Pension Fund Admission Agreements.

## 8. Background Papers

None



Dated

2021

- (1) WOLVERHAMPTON CITY COUNCIL
- (2) THE BOROUGH COUNCIL OF SANDWELL
- (3) MELLORS CATERING SERVICES LIMITED

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### Admission Agreement

To participate in the Local Government Pension Scheme  
relating to services provided to [school(s)]

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Pass-through Arrangements Version

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## Schedule

Eligible Employees..... **Error! Bookmark not defined.**

**This Agreement** is made on the

day of

2021

**Between:**

- (1) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton WV1 1RG (the "**Administering Authority**");
- (2) **THE BOROUGH COUNCIL OF SANDWELL** of Sandwell Council House, Freeth Street, Oldbury, B69 9EX (the "**Scheme Employer**"); and
- (3) **MELLORS CATERING SERVICES LIMITED** (company number: 07717083) whose registered office is at West Lancs Technology Management Centre White Moss Business Park, Moss Lane View, Skelmersdale, England, WN8 9TN (the "**Admission Body**").

**Background**

- (A) The Administering Authority is an administering authority within the meaning of the Regulations. It administers and maintains the Fund in accordance with the Regulations, and has the delegated function of making determinations under section 25(5) of the Public Service Pensions Act 2013 in relation to employees of admission bodies.
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations.
- (C) The Scheme Employer and the Admission Body entered into the Contract.
- (D) In accordance with paragraph 1(d)(i) of Part 3 of Schedule 2 to the 2013 Regulations and as a result of the Contract, the Admission Body will provide services or assets in connection with the exercise of a function of the Scheme Employer.
- (E) The Administering Authority, the Scheme Employer and the Admission Body have agreed to enter into this Agreement to allow the Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be members of the Scheme.
- (F) The terms and conditions of such admission have been agreed by the parties to this Agreement as follows.

**NOW IT IS AGREED** as follows:

**1. INTERPRETATION**

This Clause sets out the definitions and rules of interpretation which apply to the Agreement.
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**1.1** The following expressions have the following meanings:

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013.
<b>"Actuary"</b>	an actuary appointed by the Administering Authority.
<b>"Business Day"</b>	any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.
<b>"Commencement Date"</b>	1 September 2021.
<b>"Contract"</b>	a contract dated [insert date contract was completed] between the Scheme Employer and the Admission Body to provide the Services which is anticipated to expire on 31 August 2021. Where the

Administering Authority so agrees in writing, the term "Contract" will also include any extension, renewal or replacement of that contract which is in force beyond the expiry date of the original contract, provided that it is made between the same parties and relates to the same or substantially the same services.

<b>"Eligible Employee"</b>	an employee of the Admission Body who is listed in the Schedule.
<b>"Fund"</b>	The West Midlands Metropolitan Authorities Pension Fund.
<b>"Member"</b>	an Eligible Employee who joins the Scheme as an active member and who remains an active member or subsequently becomes a deferred member or a pensioner member. Where applicable, this term also includes a Member's spouse, civil partner, cohabiting partner, eligible child or dependant whether actual or prospective.
<b>"Payment Notice"</b>	is defined at <b>Clause 10.2</b> (Service of payment notice and payment)
<b>"Registered Pension Scheme"</b>	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.
<b>"Regulations"</b>	the 2013 Regulations and the Transitional Regulations.
<b>"Scheme"</b>	the Local Government Pension Scheme established and governed by the Regulations.
<b>"Scheme Year"</b>	a year beginning on a 1 April and ending on the next 31 March.
<b>"Services"</b>	the catering services which are to be provided to [school(s)] by the Admission Body under the Contract.
<b>"Transitional Regulations"</b>	the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014.

- 1.2 Unless the Administering Authority agrees otherwise, the expression "employed in connection with the provision of the Services" means that an Eligible Employee spends on average in a Scheme Year at least 75% of his time working on the Services.
- 1.3 Expressions have the same meaning as in the Regulations except where the context otherwise requires.
- 1.4 This Agreement includes a heading and a box at the start of each Clause which outlines its provisions. These are included for information only.
- 1.5 Any reference in this Agreement to any statute or statutory provision includes any subordinate legislation made under it and is to be construed as a reference to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.



- 1.6 Words such as “in particular”, “includes” or “including” do not limit the generality of the words preceding them.

## 2. **THE REGULATIONS**

This Clause sets out the relationship between the Agreement and the Regulations.

- 2.1 Subject to **Clause 6** (Contributions to the Fund), in the event of a conflict between the provisions of this Agreement and the Regulations, the rights, obligations and actions of each party to this Agreement will be determined by the Regulations.

- 2.2 The Admission Body undertakes to:

- 2.2.1 adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and in any employer’s guide and service-level agreement published by the Administering Authority and provided to the Admission Body;
- 2.2.2 inform the Administering Authority promptly in writing of all decisions made by the Admission Body concerning Members under regulation 72 of the 2013 Regulations;
- 2.2.3 provide (or procure to be provided) promptly all information that the Administering Authority reasonably requests in order to discharge its Scheme functions in accordance with the Regulations and to comply with any other legal or regulatory requirements applicable to the Scheme; and
- 2.2.4 meet the relevant requirements of the Regulations.

- 2.3 The Regulations will apply to the Admission Body and to employment with the Admission Body in which an Eligible Employee is an active member of the Scheme in the same way as if the Admission Body were a Scheme employer listed in Part 2 of Schedule 2 to the 2013 Regulations.

## 3. **COMMENCEMENT DATE**

This Clause sets out the date the Agreement commences.

This Agreement has effect on and from the Commencement Date.

## 4. **MEMBERSHIP OF ELIGIBLE EMPLOYEES**

This Clause sets out the terms on which the Eligible Employees are admitted to membership of the Scheme.

- 4.1 Subject to the terms of this Agreement, the Administering Authority admits the Admission Body to the Scheme with effect on and from the Commencement Date and (in exercise of the function delegated to it under section 25(5) of the Public Service Pensions Act 2013) determines that the Scheme relates to those employees of the Admission Body who are designated by the Admission Body in accordance with **Clause 4.2** (Membership of eligible employees).
- 4.2 Subject to the following provisions of this **Clause 4** (Membership of eligible employees), the Admission Body designates an Eligible Employee listed in the Schedule as being eligible to remain or become an active member of the Scheme. The designation is effective on and from the Commencement Date.

- 4.3 Notwithstanding the provisions of **Clause 4.2** (Membership of eligible employees), an Eligible Employee will cease to be an active member in the circumstances set out in regulation 5 of the 2013 Regulations.
- 4.4 An Eligible Employee may not be an active member of the Scheme if he is an active member of another occupational pension scheme (within the meaning of section 1 of the Pension Schemes Act 1993) in relation to the employment in respect of which he would otherwise be eligible to be designated for Scheme membership, or if he otherwise fails to satisfy the eligibility requirements of the 2013 Regulations.
- 4.5 An Eligible Employee may only be an active member of the Scheme by virtue of this Agreement if and for so long as he is employed in connection with the provision of the Services.
- 4.6 In respect of each Member, the Admission Body must promptly notify the Administering Authority in writing of:
- 4.6.1 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;
  - 4.6.2 any Eligible Employee who joins or re-joins the Scheme;
  - 4.6.3 any material change to a Member's terms and conditions of employment which affects the Member's entitlement to benefits under the Scheme; and
  - 4.6.4 any termination of employment, including termination by virtue of redundancy, business efficiency, ill-health or other early retirement.

## 5. **ADMISSION BODY UNDERTAKINGS**

This Clause sets out the undertakings to be given by the Admission Body to the Administering Authority.

### 5.1 **Payments and costs**

- 5.1.1 Without prejudice to **Clause 6** (Contributions and payments), the Admission Body must pay to the Administering Authority all contributions and payments due under the Regulations and this Agreement (including, for the avoidance of doubt, all contributions and payments due in respect of any period from the Commencement Date until the date of this Agreement).
- 5.1.2 The Admission Body must pay on demand to the Administering Authority any costs (including actuarial and other professional costs) which the Fund or the Administering Authority may incur in relation to this Agreement including the costs of any actuarial work commissioned by the Admission Body for the purposes of this Agreement or otherwise.
- 5.1.3 Any demand under **Clause 5.1.2** (Payments and costs) must be paid by the Admission Body to the Administering Authority within 10 Business Days of receipt by the Admission Body of such demand.
- 5.1.4 For the avoidance of doubt, any actuarial costs incurred periodically during the term of this Agreement that are properly regarded as part of the triennial valuations of the Fund required under the 2013 Regulations will be the responsibility of the Administering Authority.

## 5.2 Discretions

- 5.2.1 Within three months of the Commencement Date (or of the date of this Agreement, if later), the Admission Body must provide the Administering Authority with a statement of the Admission Body's policies concerning the exercise of its functions under regulations 16(2)(e), 16(4)(d), 30(6), 30(8) and 31 of the 2013 Regulations. The statement must follow the form of statement prescribed by the Administering Authority from time to time. The Admission Body must keep these policies under review. Where the Admission Body determines to revise any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.
- 5.2.2 The Admission Body must notify the Administering Authority and the Scheme Employer promptly in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion.

## 5.3 Additional pension

- 5.3.1 The Admission Body must not resolve to award a Member additional pension under regulation 31 of the 2013 Regulations unless either:
- 5.3.1.1 the Administering Authority and the Admission Body agree that the Admission Body will pay increased contributions to meet the cost of the additional pension; or
  - 5.3.1.2 the Admission Body pays the sum required under regulation 68(3) of the 2013 Regulations to the Administering Authority for credit to the Fund.
- 5.3.2 The Admission Body must pay to the Fund the amount of any extra charge on the Fund arising as a result of the resolution which has not been discharged by payments made in accordance with **Clauses 5.3.1.1** or **5.3.1.2** (Additional pension).

## 5.4 Matters affecting participation

- 5.4.1 The Admission Body must notify the Administering Authority and the Scheme Employer promptly in writing of any matter which may affect or is likely to affect its participation in the Scheme.
- 5.4.2 The Admission Body must notify the Administering Authority and the Scheme Employer immediately in writing of any actual or proposed change in its status, including take-over, change of control, reconstruction, amalgamation, insolvency, winding up, liquidation or receivership or a material change to its business or constitution. In the event of any such actual or proposed change in its status, the Admission Body must not make any representations to any Member or body regarding continued membership of the Scheme without the prior written consent of the Administering Authority.
- 5.4.3 The Admission Body must not do anything (or omit to do anything) where such act or omission would or might prejudice the status of the Scheme as a Registered Pension Scheme.

## 6. CONTRIBUTIONS AND PAYMENTS

This Clause sets out the contributions and payments to the Fund to be made by the Admission Body.

### 6.1 Contributions to the Fund

The Admission Body must pay to the Fund in relation to the Members:

- 6.1.1 employer contributions at the same primary rate of pensionable pay as is applicable to the Scheme Employer under the rates and adjustments certificate for the Scheme Employer. This amount will be payable monthly in arrears no later than the date specified by the Administering Authority or in accordance with any other terms of the rates and adjustments certificate;
- 6.1.2 all amounts from time to time deducted from the pay of the Members under the Regulations (including, for the avoidance of doubt, all amounts deducted for any period from the Commencement Date until the date of this Agreement which remain unpaid at the date of this Agreement). These will be payable monthly in arrears no later than the date specified by the Administering Authority and in any event no later than the time required under section 49(8) of the Pensions Act 1995 (and where amounts deducted for any period from the Commencement Date until the date of this Agreement remain unpaid at the date of this Agreement, such amounts are to be treated for the purposes of section 49(8) as if first deducted on the date of this Agreement);
- 6.1.3 any amount received by the Admission Body by deduction or otherwise under regulations 12, 13, 14, 16 and 17 of the 2013 Regulations (including, for the avoidance of doubt, all amounts for any period from the Commencement Date until the date of this Agreement which remain unpaid at the date of this Agreement);
- 6.1.4 any sum or any extra charge payable under **Clauses 5.3.1.2 and 5.3.2** (Additional pension) respectively;
- 6.1.5 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of the immediate payment of benefits when:
  - 6.1.5.1 a Member who is an active member of the Scheme has his employment with the Admission Body terminated on 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 any gainful employment; or
  - 6.1.5.2 a Member who became a deferred member of the Scheme on leaving his employment with the Admission Body receives payment of his benefits immediately on 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;
- 6.1.6 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of:
  - 6.1.6.1 the immediate payment of benefits when the Admission Body dismisses a Member who is an active member of the Scheme by reason of redundancy or business efficiency or where such a

Member's employment is terminated by mutual consent on the grounds of business efficiency; or

6.1.6.2 the immediate payment of benefits under regulation 30(5) of the 2013 Regulations or (with the Admission Body's consent) under regulation 30(6) of the 2013 Regulations, including in either case the costs of the Admission Body waiving any reduction of benefits under regulation 30(8) of the 2013 Regulations;

6.1.7 any contribution (not being one required under **Clause 6.1.1** (Contributions to the fund)) required by the Administering Authority towards the cost of the Fund's administration relating to the Admission Body, including an amount specified in a notice given by the Administering Authority under regulation 70 of the 2013 Regulations and the costs of any reports and advice requested by the Admission Body from the Actuary or required in respect of the Admission Body's application to become an Admission Body;

6.1.8 any interest payable under the Regulations; and

6.1.9 any other payments or contributions required by the Regulations or by any other legislation.

## 6.2 **Due date for payment**

Except where this Agreement, the Regulations or any other relevant legislation expressly requires otherwise, any amount which the Admission Body is required to pay by virtue of **Clauses 5.1** (Payments and costs) and **6.1** (Contributions to the fund) must be paid to the Fund within 20 Business Days of receipt by the Admission Body from the Administering Authority of written notification of the sum or (where relevant) of any revised rates and adjustments certificate, or within such other period and on such terms as the Administering Authority and the Admission Body may agree.

## 6.3 **Information about pay and contributions**

6.3.1 Any payments made by the Admission Body under **Clauses 6.1.2** and **6.1.3** (Contributions to the fund) must be accompanied by a statement (given in such form and at such intervals as the Administering Authority specifies) showing the following information for each Member who was an active member of the Scheme during all or part of the period covered by the statement:

6.3.1.1 name and contribution band;

6.3.1.2 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 of the 2013 Regulations (temporary reduction in contributions);

6.3.1.3 total pensionable pay received by the Member (including any assumed pensionable pay the Member is treated as having received);

6.3.1.4 total employee contributions deducted from that pensionable pay;

6.3.1.5 total employer contributions in respect of that pensionable pay;

6.3.1.6 total additional contributions paid by the Member (distinguishing additional pension contributions paid under regulation 16 of the 2013 Regulations and additional voluntary contributions paid under regulation 17 of the 2013 Regulations);

- 6.3.1.7 total additional contributions paid by the Admission Body (distinguishing additional pension contributions paid under regulation 16 of the 2013 Regulations and additional voluntary contributions paid under regulation 17 of the 2013 Regulations); and
  - 6.3.1.8 such other information as the Administering Authority may require (including any information from time to time required to calculate benefits for the Member in accordance with the provisions of the Transitional Regulations).
- 6.3.2 Where an election was in force in respect of the active Member under regulation 10 of the 2013 Regulations during any part of the period to which the statement required under **Clause 6.3.1** relates, the information provided under **Clauses 6.3.1.3, 6.3.1.4 and 6.3.1.5** must be provided separately in respect of:
- 6.3.2.1 the period (or, if more than one, the aggregate of such periods) during which the election was in force; and
  - 6.3.2.2 any period (or, if more than one, the aggregate of such periods) during which no election was in force.
- 6.3.3 Any question concerning what rate of contribution a Member is liable to pay to the Fund must be decided by the Admission Body.

#### 6.4 **Interest on late payment**

If any sum payable by the Admission Body under the Regulations or this Agreement remains unpaid, the Administering Authority may require the Admission Body to pay interest on the unpaid sum in accordance with regulation 71 of the 2013 Regulations.

#### 6.5 **Adjustment of contribution rate**

- 6.5.1 Pursuant to regulation 64(1) of the 2013 Regulations and regulation 25A of the Transitional Regulations, but subject to any exercise by the Administering Authority of its power to issue a suspension notice under regulation 64(2A) of the 2013 Regulations, where this Agreement terminates in accordance with **Clause 7** (Termination) or the Admission Body no longer employs an active member contributing to the Fund:
  - 6.5.1.1 subject to any outstanding requirements to make payments under **Clauses 6.1.4, 6.1.5 and 6.1.6**, the parties agree that the assets and liabilities of the Admission Body under this Agreement shall be subsumed within the Fund by the Scheme Employer so that no exit payment will be due from, and no exit credit will be payable to, the Admission Body. Instead, the Administering Authority may obtain a further revision of the Scheme Employer's rates and adjustments certificate showing the revised contributions (if any) due from the Scheme Employer in respect of such assets and liabilities, and the Scheme Employer will correspondingly be entitled to benefit from any surplus within the Fund relating to those assets and liabilities; and
  - 6.5.1.2 if, pursuant to the 2013 Regulations, the Administering Authority is required to pay an exit credit to the Admission Body, the Admission Body must reimburse that exit credit to the Fund, and the reimbursed amount will be credited to the Scheme Employer.

## 6.6 **Right of set-off**

Notwithstanding any terms to the contrary contained in the Contract, if any sum payable by the Admission Body under the Regulations or this Agreement has not been paid by the date on which it becomes due then 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 (including any interest payable) and pay the sum to the Fund by a date specified by the Administering Authority.

## 7. **TERMINATION**

This Clause sets out the ways in which the Admission Body and the Administering Authority may terminate the Agreement.

### 7.1 **Termination by notice**

Subject to **Clauses 7.2** (Automatic termination) and **7.3** (Immediate termination by the administering authority), the Administering Authority or the Admission Body may terminate this Agreement by giving at least three months' notice of termination in writing to the other parties to this Agreement.

### 7.2 **Automatic termination**

This Agreement will automatically terminate on the earlier of:

- 7.2.1 the date of expiry or earlier termination of the Contract; or
- 7.2.2 the date the Admission Body otherwise ceases to be an admission body for the purposes of the Regulations.

### 7.3 **Immediate termination by the Administering Authority**

The Administering Authority may terminate this Agreement with immediate effect by notice in writing to the Admission Body:

- 7.3.1 where the Admission Body breaches any of its obligations under this Agreement (including, for the avoidance of doubt, where the Admission Body fails to pay any sums due to the Fund or where the Admission Body fails to renew or adjust the level of the bond, indemnity or guarantee (if required) in accordance with **Clause 8** (Risk assessment)). If the breach is capable of remedy, the Administering Authority must first give the Admission Body the opportunity of remedying the breach within such reasonable period as the Administering Authority may specify;
- 7.3.2 on the insolvency, winding up or liquidation of the Admission Body;
- 7.3.3 where the continued participation of the Admission Body in the Scheme would or might prejudice the status of the Scheme as a Registered Pension Scheme; or
- 7.3.4 if the Admission Body no longer employs an active member contributing to the Fund.

### 7.4 **Other outstanding payments on termination**

Where any contributions, payments or other sums due under this Agreement or the Regulations (including any payments by instalments agreed under **Clause 6** (Contributions and payments)) remain outstanding on the termination of this Agreement, the Admission Body must pay them in full within 20 Business Days of the date of termination.

## 7.5 **Rights on termination**

The termination of this Agreement does not affect the rights, duties and liabilities of any party accrued prior to such termination. The Clauses of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 8. **RISK ASSESSMENT**

This Clause sets out the terms which apply to in relation to risk assessment given the pass-through arrangements which have been agreed between the parties.

### 8.1 **Initial level of risk exposure**

Given the pass-through arrangements which have been agreed between the parties and which are reflected in this Agreement, no assessment of the level of risk exposure arising on the premature termination of the provision of the Services by reason of the insolvency, winding up or liquidation of the Admission Body has been undertaken.

### 8.2 **Provision of bond, indemnity or guarantee**

The Administering Authority and the Scheme Employer have agreed that a bond, indemnity or guarantee is not required.

## 9. **INDEMNITY FROM ADMISSION BODY**

This Clause sets out the terms of the indemnity to be provided by the Admission Body in favour of the Administering Authority.

9.1 The Admission Body undertakes to indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Fund may incur (whether directly or as a result of a loss or cost to the Members) arising out of or in connection with:

9.1.1 the non-payment by the Admission Body of any contributions or payments due to the Fund under this Agreement or the Regulations; or

9.1.2 any breach by the Admission Body of this Agreement, the Regulations or any other legal or regulatory requirements applicable to the Scheme.

9.2 Any demand under **Clause 9.1** (Indemnity from admission body) must be paid by the Admission Body to the Administering Authority or to the Fund (as applicable) within 10 Business Days of receipt by the Admission Body of such demand. In the event of non-payment by the Admission Body, the Scheme Employer must indemnify and keep indemnified the Administering Authority against such costs and liabilities.

## 10. **GUARANTEE FROM SCHEME EMPLOYER**

This Clause sets out the terms of the guarantee to be provided by the Scheme Employer in favour of the Administering Authority.

### 10.1 **Failure to pay Scheme liabilities**

Where the Admission Body has failed to pay any sum due under this Agreement or the Regulations (in whole or in part) to the Administering Authority within 20 Business Days of receipt by the Admission Body of a written demand from the Administering Authority, the Scheme Employer must pay to the Administering Authority such sum or sums as the Administering Authority claims in respect of the unpaid liability.



## 10.2 **Service of Payment Notice and payment**

Any claim under **Clause 10.1** (Failure to pay scheme liabilities) must be made by written notice specifying the amount due (a "**Payment Notice**"), which must be served by the Administering Authority upon the Scheme Employer in accordance with **Clause 11** (Notices). The Payment Notice is to be accepted by the Scheme Employer as conclusive evidence for all purposes that the amount claimed is due to the Administering Authority. The Scheme Employer must pay the sum so demanded within 5 Business Days of receipt of the Payment Notice.

## 10.3 **Sums paid by the Scheme Employer**

10.3.1 All sums paid by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities) must be held and applied by the Administering Authority for the purpose of paying and discharging the Admission Body's liability to pay the relevant sums due under this Agreement or the Regulations.

10.3.2 Any payment to be made by the Scheme Employer must be made in sterling and must be free, clear of and without any deduction for taxes, levies, duties, charges, fees or any deductions or withholdings for or on account of any set-off or counterclaim.

## 10.4 **Receipt of payment**

Following any payment by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities), the Administering Authority must within 6 months of receipt of payment provide the Scheme Employer with a written account showing how the payment has been applied to the Fund. If any payment exceeds the amount required to discharge the liabilities of the Admission Body to the Fund, the Administering Authority must refund any overpayment to the Scheme Employer.

## 10.5 **Further Payment Notice**

The service of a Payment Notice by the Administering Authority does not preclude the service of any further Payment Notice.

## 10.6 **Obligations and liabilities**

The Scheme Employer's obligations and liabilities under this **Clause 10** (Guarantee from scheme employer) will not be reduced, discharged, impaired or affected by the giving of time or any other indulgence, forgiveness or forbearance by the Administering Authority in respect of the Admission Body.

## 10.7 **Change in status**

Unless expressly varied under **Clause 15** (Amendment), this **Clause 10** (Guarantee from scheme employer) will remain in effect in accordance with its terms notwithstanding any variation made in any of the other terms of this Agreement or the Regulations and notwithstanding the insolvency, winding-up or liquidation of the Admission Body (compulsory or otherwise) or it otherwise ceasing to exist or function. This **Clause 10** (Guarantee from scheme employer) and the obligations under it will not be affected by any disclaimer of the Admission Body's contracts or liabilities by a liquidator.

## 10.8 **Warranty of authority**

The Scheme Employer warrants and represents to the Administering Authority that it has all necessary authority, power and capacity to enter into and perform its obligations under this **Clause 10** (Guarantee from scheme employer), that all necessary actions have been taken to enter into those obligations properly and lawfully, and that those obligations are binding on the Scheme Employer in accordance with their respective terms.

## 10.9 **Expiry date**

- 10.9.1 The obligations and liabilities of the Scheme Employer under this **Clause 10** (Guarantee from scheme employer) will cease and determine absolutely on the full discharge of all liabilities of the Admission Body (arising under this Agreement and the Regulations) by the Admission Body or the Scheme Employer.
- 10.9.2 For the avoidance of doubt, this **Clause 10** (Guarantee from scheme employer) will continue to have effect after the termination of this Agreement unless and until all liabilities of the Admission Body under the Regulations or this Agreement have been discharged in full either by the Admission Body or by the Scheme Employer pursuant to **Clause 10.9.1** (Expiry date).

## 11. **NOTICES**

This Clause sets out how any written notices are to be served.

- 11.1 All notices under this Agreement must be in writing and must be served by being sent by first class post or delivered by hand to, or by being left at, the registered office of the Admission Body or the headquarter address of the Administering Authority or the Scheme Employer (as the case may be).
- 11.2 Any notice served in accordance with **Clause 11.1** (Notices) will be deemed to have been served:
- 11.2.1 if sent by first class post, at 9.00 am on the second Business Day after the date of posting; or
- 11.2.2 in any other case, at the time the notice is delivered to or left at the relevant address;

provided that if a notice would otherwise be deemed to be served before 9.00 am on a Business Day, it will be deemed to be served at 9.00 am on that day, and if it would otherwise be deemed to be served on a day which is not a Business Day or after 5.00 pm on a Business Day, it will be deemed to be served at 9.00 am on the immediately following Business Day.

## 12. **WAIVER**

This Clause sets out what happens if there is a failure to enforce the Agreement.

Failure or neglect by the Administering Authority or the Scheme Employer to enforce at any time any of the provisions of this Agreement will not be construed or deemed to be a waiver of the Administering Authority's or the Scheme Employer's rights (as the case may be) nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Administering Authority's or the Scheme Employer's rights (as the case may be) to take subsequent action.

## 13. **SEVERANCE**

This Clause sets out what happens if any part of the Agreement is found to be invalid.

- 13.1 If any provision of or period of Scheme membership following purported admission to the Scheme under this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not

affect the other provisions of or any other periods of Scheme membership under this Agreement, which will remain in full force and effect.

- 13.2 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 the provision in question will apply with such modification(s) as may be necessary to make it valid and enforceable.

14. **ENTIRE AGREEMENT**

This Clause provides that the Agreement sets out the only terms relating to the admission of the Admission Body.

Except where expressly provided, this 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.

15. **AMENDMENT**

This Clause sets out the terms that apply in relation to amending the Agreement.

The parties to this Agreement may amend this Agreement with the agreement of all of them in writing, provided that:

- 15.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and
- 15.2 the amendment would not prejudice the status of the Scheme as a Registered Pension Scheme.

16. **PUBLIC INSPECTION**

This Clause sets out the circumstances in which the Agreement can be inspected by the public.

Subject to the Schedule being removed or redacted to protect personal data, as required by data protection law, this Agreement must be made available for public inspection by the Scheme Employer at its offices.

17. **MORE THAN ONE COUNTERPART**

This Clause sets out how the Agreement can be executed in counterparts.

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. This Agreement will not be effective until each party has executed at least one counterpart. The term "counterpart" includes a facsimile or scanned copy of this Agreement.

18. **LAWS**

This Clause sets out the legal framework which governs the Agreement.

- 18.1 This Agreement and any non-contractual obligation arising out of or in connection with it will be governed by and interpreted in accordance with the laws of England and Wales,

and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

- 18.2 The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Agreement has been entered into on the date stated at the beginning of it.

**SIGNED** for and on behalf of  
**WOLVERHAMPTON CITY COUNCIL:**

.....

**SIGNED** for and on behalf of  
**THE BOROUGH COUNCIL OF SANDWELL:**

.....

**SIGNED** for and on behalf of  
**MELLORS CATERING SERVICES LIMITED:**

.....

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Dated

2021

- (1) WOLVERHAMPTON CITY COUNCIL
- (2) THE BOROUGH COUNCIL OF SANDWELL
- (3) ASPENS-SERVICES LIMITED

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### Admission Agreement

To participate in the Local Government Pension Scheme  
relating to services provided to Whitecrest Primary School

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Pass-through Arrangements Version

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## Schedule

Eligible Employees..... **Error! Bookmark not defined.**



**This Agreement** is made on the

day of

2021

**Between:**

- (1) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton WV1 1RG (the "**Administering Authority**");
- (2) **THE BOROUGH COUNCIL OF SANDWELL** of Sandwell Council House, Freeth Street, Oldbury, B69 9EX (the "**Scheme Employer**"); and
- (3) **ASPENS-SERVICES LIMITED** (company number: 06561073) whose registered office is at Teme House Whittington Hall, Whittington, Worcester, WR5 2RY (the "**Admission Body**").

**Background**

- (A) The Administering Authority is an administering authority within the meaning of the Regulations. It administers and maintains the Fund in accordance with the Regulations, and has the delegated function of making determinations under section 25(5) of the Public Service Pensions Act 2013 in relation to employees of admission bodies.
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations.
- (C) The Scheme Employer and the Admission Body entered into the Contract.
- (D) In accordance with paragraph 1(d)(i) of Part 3 of Schedule 2 to the 2013 Regulations and as a result of the Contract, the Admission Body will provide services or assets in connection with the exercise of a function of the Scheme Employer
- (E) The Administering Authority, the Scheme Employer and the Admission Body have agreed to enter into this Agreement to allow the Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be members of the Scheme.
- (F) The terms and conditions of such admission have been agreed by the parties to this Agreement as follows.

**NOW IT IS AGREED** as follows:

1. **INTERPRETATION**

This Clause sets out the definitions and rules of interpretation which apply to the Agreement.
--

1.1 The following expressions have the following meanings:

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013.
<b>"Actuary"</b>	an actuary appointed by the Administering Authority.
<b>"Business Day"</b>	any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.
<b>"Commencement Date"</b>	22 July 2021.
<b>"Contract"</b>	a contract dated 11 October 2021 between the Scheme Employer and the Admission Body to provide the Services which is anticipated to expire on 21 July 2024. Where the Administering Authority so agrees

in writing, the term "Contract" will also include any extension, renewal or replacement of that contract which is in force beyond the expiry date of the original contract, provided that it is made between the same parties and relates to the same or substantially the same services.

<b>"Eligible Employee"</b>	an employee of the Admission Body who is listed in the Schedule.
<b>"Fund"</b>	The West Midlands Metropolitan Authorities Pension Fund.
<b>"Member"</b>	an Eligible Employee who joins the Scheme as an active member and who remains an active member or subsequently becomes a deferred member or a pensioner member. Where applicable, this term also includes a Member's spouse, civil partner, cohabiting partner, eligible child or dependant whether actual or prospective.
<b>"Payment Notice"</b>	is defined at <b>Clause 10.2</b> (Service of payment notice and payment)
<b>"Registered Pension Scheme"</b>	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.
<b>"Regulations"</b>	the 2013 Regulations and the Transitional Regulations.
<b>"Scheme"</b>	the Local Government Pension Scheme established and governed by the Regulations.
<b>"Scheme Year"</b>	a year beginning on a 1 April and ending on the next 31 March.
<b>"Services"</b>	the catering services which are to be provided to Whitecrest Primary School by the Admission Body under the Contract.
<b>"Transitional Regulations"</b>	the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014.

- 1.2 Unless the Administering Authority agrees otherwise, the expression "employed in connection with the provision of the Services" means that an Eligible Employee spends on average in a Scheme Year at least 75% of his time working on the Services.
- 1.3 Expressions have the same meaning as in the Regulations except where the context otherwise requires.
- 1.4 This Agreement includes a heading and a box at the start of each Clause which outlines its provisions. These are included for information only.
- 1.5 Any reference in this Agreement to any statute or statutory provision includes any subordinate legislation made under it and is to be construed as a reference to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.6 Words such as "in particular", "includes" or "including" do not limit the generality of the words preceding them.

## 2. THE REGULATIONS

This Clause sets out the relationship between the Agreement and the Regulations.

2.1 Subject to **Clause 6** (Contributions to the Fund), in the event of a conflict between the provisions of this Agreement and the Regulations, the rights, obligations and actions of each party to this Agreement will be determined by the Regulations.

2.2 The Admission Body undertakes to:

2.2.1 adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and in any employer's guide and service-level agreement published by the Administering Authority and provided to the Admission Body;

2.2.2 inform the Administering Authority promptly in writing of all decisions made by the Admission Body concerning Members under regulation 72 of the 2013 Regulations;

2.2.3 provide (or procure to be provided) promptly all information that the Administering Authority reasonably requests in order to discharge its Scheme functions in accordance with the Regulations and to comply with any other legal or regulatory requirements applicable to the Scheme; and

2.2.4 meet the relevant requirements of the Regulations.

2.3 The Regulations will apply to the Admission Body and to employment with the Admission Body in which an Eligible Employee is an active member of the Scheme in the same way as if the Admission Body were a Scheme employer listed in Part 2 of Schedule 2 to the 2013 Regulations.

## 3. COMMENCEMENT DATE

This Clause sets out the date the Agreement commences.

This Agreement has effect on and from the Commencement Date.

## 4. MEMBERSHIP OF ELIGIBLE EMPLOYEES

This Clause sets out the terms on which the Eligible Employees are admitted to membership of the Scheme.

4.1 Subject to the terms of this Agreement, the Administering Authority admits the Admission Body to the Scheme with effect on and from the Commencement Date and (in exercise of the function delegated to it under section 25(5) of the Public Service Pensions Act 2013) determines that the Scheme relates to those employees of the Admission Body who are designated by the Admission Body in accordance with **Clause 4.2** (Membership of eligible employees).

4.2 Subject to the following provisions of this **Clause 4** (Membership of eligible employees), the Admission Body designates an Eligible Employee listed in the Schedule as being eligible to remain or become an active member of the Scheme. The designation is effective on and from the Commencement Date.

4.3 Notwithstanding the provisions of **Clause 4.2** (Membership of eligible employees), an Eligible Employee will cease to be an active member in the circumstances set out in regulation 5 of the 2013 Regulations.

- 4.4 An Eligible Employee may not be an active member of the Scheme if he is an active member of another occupational pension scheme (within the meaning of section 1 of the Pension Schemes Act 1993) in relation to the employment in respect of which he would otherwise be eligible to be designated for Scheme membership, or if he otherwise fails to satisfy the eligibility requirements of the 2013 Regulations.
- 4.5 An Eligible Employee may only be an active member of the Scheme by virtue of this Agreement if and for so long as he is employed in connection with the provision of the Services.
- 4.6 In respect of each Member, the Admission Body must promptly notify the Administering Authority in writing of:
- 4.6.1 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;
  - 4.6.2 any Eligible Employee who joins or re-joins the Scheme;
  - 4.6.3 any material change to a Member's terms and conditions of employment which affects the Member's entitlement to benefits under the Scheme; and
  - 4.6.4 any termination of employment, including termination by virtue of redundancy, business efficiency, ill-health or other early retirement.

## 5. **ADMISSION BODY UNDERTAKINGS**

This Clause sets out the undertakings to be given by the Admission Body to the Administering Authority.

### 5.1 **Payments and costs**

- 5.1.1 Without prejudice to **Clause 6** (Contributions and payments), the Admission Body must pay to the Administering Authority all contributions and payments due under the Regulations and this Agreement (including, for the avoidance of doubt, all contributions and payments due in respect of any period from the Commencement Date until the date of this Agreement).
- 5.1.2 The Admission Body must pay on demand to the Administering Authority any costs (including actuarial and other professional costs) which the Fund or the Administering Authority may incur in relation to this Agreement including the costs of any actuarial work commissioned by the Admission Body for the purposes of this Agreement or otherwise.
- 5.1.3 Any demand under **Clause 5.1.2** (Payments and costs) must be paid by the Admission Body to the Administering Authority within 10 Business Days of receipt by the Admission Body of such demand.
- 5.1.4 For the avoidance of doubt, any actuarial costs incurred periodically during the term of this Agreement that are properly regarded as part of the triennial valuations of the Fund required under the 2013 Regulations will be the responsibility of the Administering Authority.

### 5.2 **Discretions**

- 5.2.1 Within three months of the Commencement Date (or of the date of this Agreement, if later), the Admission Body must provide the Administering Authority with a statement of the Admission Body's policies concerning the exercise of its functions under regulations 16(2)(e), 16(4)(d), 30(6), 30(8) and 31 of the 2013 Regulations. The statement must follow the form of statement

prescribed by the Administering Authority from time to time. The Admission Body must keep these policies under review. Where the Admission Body determines to revise any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.

- 5.2.2 The Admission Body must notify the Administering Authority and the Scheme Employer promptly in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion.

### 5.3 **Additional pension**

- 5.3.1 The Admission Body must not resolve to award a Member additional pension under regulation 31 of the 2013 Regulations unless either:

5.3.1.1 the Administering Authority and the Admission Body agree that the Admission Body will pay increased contributions to meet the cost of the additional pension; or

5.3.1.2 the Admission Body pays the sum required under regulation 68(3) of the 2013 Regulations to the Administering Authority for credit to the Fund.

- 5.3.2 The Admission Body must pay to the Fund the amount of any extra charge on the Fund arising as a result of the resolution which has not been discharged by payments made in accordance with **Clauses 5.3.1.1** or **5.3.1.2** (Additional pension).

### 5.4 **Matters affecting participation**

- 5.4.1 The Admission Body must notify the Administering Authority and the Scheme Employer promptly in writing of any matter which may affect or is likely to affect its participation in the Scheme.

- 5.4.2 The Admission Body must notify the Administering Authority and the Scheme Employer immediately in writing of any actual or proposed change in its status, including take-over, change of control, reconstruction, amalgamation, insolvency, winding up, liquidation or receivership or a material change to its business or constitution. In the event of any such actual or proposed change in its status, the Admission Body must not make any representations to any Member or body regarding continued membership of the Scheme without the prior written consent of the Administering Authority.

- 5.4.3 The Admission Body must not do anything (or omit to do anything) where such act or omission would or might prejudice the status of the Scheme as a Registered Pension Scheme.

## 6. **CONTRIBUTIONS AND PAYMENTS**

This Clause sets out the contributions and payments to the Fund to be made by the Admission Body.
---

### 6.1 **Contributions to the Fund**

The Admission Body must pay to the Fund in relation to the Members:

- 6.1.1 employer contributions at the same primary rate of pensionable pay as is applicable to the Scheme Employer under the rates and adjustments certificate for the Scheme Employer. This amount will be payable monthly in arrears no

later than the date specified by the Administering Authority or in accordance with any other terms of the rates and adjustments certificate;

- 6.1.2 all amounts from time to time deducted from the pay of the Members under the Regulations (including, for the avoidance of doubt, all amounts deducted for any period from the Commencement Date until the date of this Agreement which remain unpaid at the date of this Agreement). These will be payable monthly in arrears no later than the date specified by the Administering Authority and in any event no later than the time required under section 49(8) of the Pensions Act 1995 (and where amounts deducted for any period from the Commencement Date until the date of this Agreement remain unpaid at the date of this Agreement, such amounts are to be treated for the purposes of section 49(8) as if first deducted on the date of this Agreement);
- 6.1.3 any amount received by the Admission Body by deduction or otherwise under regulations 12, 13, 14, 16 and 17 of the 2013 Regulations (including, for the avoidance of doubt, all amounts for any period from the Commencement Date until the date of this Agreement which remain unpaid at the date of this Agreement);
- 6.1.4 any sum or any extra charge payable under **Clauses 5.3.1.2 and 5.3.2** (Additional pension) respectively;
- 6.1.5 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of the immediate payment of benefits when:
  - 6.1.5.1 a Member who is an active member of the Scheme has his employment with the Admission Body terminated on 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 any gainful employment; or
  - 6.1.5.2 a Member who became a deferred member of the Scheme on leaving his employment with the Admission Body receives payment of his benefits immediately on 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;
- 6.1.6 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as notified by the Actuary in writing) as a result of:
  - 6.1.6.1 the immediate payment of benefits when the Admission Body dismisses a Member who is an active member of the Scheme by reason of redundancy or business efficiency or where such a Member's employment is terminated by mutual consent on the grounds of business efficiency; or
  - 6.1.6.2 the immediate payment of benefits under regulation 30(5) of the 2013 Regulations or (with the Admission Body's consent) under regulation 30(6) of the 2013 Regulations, including in either case the costs of the Admission Body waiving any reduction of benefits under regulation 30(8) of the 2013 Regulations;
- 6.1.7 any contribution (not being one required under **Clause 6.1.1** (Contributions to the fund)) required by the Administering Authority towards the cost of the Fund's administration relating to the Admission Body, including an amount specified in a notice given by the Administering Authority under regulation 70 of the 2013 Regulations and the costs of any reports and advice requested by

the Admission Body from the Actuary or required in respect of the Admission Body's application to become an Admission Body;

6.1.8 any interest payable under the Regulations; and

6.1.9 any other payments or contributions required by the Regulations or by any other legislation.

## 6.2 Due date for payment

Except where this Agreement, the Regulations or any other relevant legislation expressly requires otherwise, any amount which the Admission Body is required to pay by virtue of **Clauses 5.1** (Payments and costs) and **6.1** (Contributions to the fund) must be paid to the Fund within 20 Business Days of receipt by the Admission Body from the Administering Authority of written notification of the sum or (where relevant) of any revised rates and adjustments certificate, or within such other period and on such terms as the Administering Authority and the Admission Body may agree.

## 6.3 Information about pay and contributions

6.3.1 Any payments made by the Admission Body under **Clauses 6.1.2** and **6.1.3** (Contributions to the fund) must be accompanied by a statement (given in such form and at such intervals as the Administering Authority specifies) showing the following information for each Member who was an active member of the Scheme during all or part of the period covered by the statement:

6.3.1.1 name and contribution band;

6.3.1.2 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 of the 2013 Regulations (temporary reduction in contributions);

6.3.1.3 total pensionable pay received by the Member (including any assumed pensionable pay the Member is treated as having received);

6.3.1.4 total employee contributions deducted from that pensionable pay;

6.3.1.5 total employer contributions in respect of that pensionable pay;

6.3.1.6 total additional contributions paid by the Member (distinguishing additional pension contributions paid under regulation 16 of the 2013 Regulations and additional voluntary contributions paid under regulation 17 of the 2013 Regulations);

6.3.1.7 total additional contributions paid by the Admission Body (distinguishing additional pension contributions paid under regulation 16 of the 2013 Regulations and additional voluntary contributions paid under regulation 17 of the 2013 Regulations); and

6.3.1.8 such other information as the Administering Authority may require (including any information from time to time required to calculate benefits for the Member in accordance with the provisions of the Transitional Regulations).

6.3.2 Where an election was in force in respect of the active Member under regulation 10 of the 2013 Regulations during any part of the period to which the statement required under **Clause 6.3.1** relates, the information provided

under **Clauses 6.3.1.3, 6.3.1.4 and 6.3.1.5** must be provided separately in respect of:

6.3.2.1 the period (or, if more than one, the aggregate of such periods) during which the election was in force; and

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

6.3.3 Any question concerning what rate of contribution a Member is liable to pay to the Fund must be decided by the Admission Body.

#### 6.4 **Interest on late payment**

If any sum payable by the Admission Body under the Regulations or this Agreement remains unpaid, the Administering Authority may require the Admission Body to pay interest on the unpaid sum in accordance with regulation 71 of the 2013 Regulations.

#### 6.5 **Adjustment of contribution rate**

6.5.1 Pursuant to regulation 64(1) of the 2013 Regulations and regulation 25A of the Transitional Regulations, but subject to any exercise by the Administering Authority of its power to issue a suspension notice under regulation 64(2A) of the 2013 Regulations, where this Agreement terminates in accordance with **Clause 7** (Termination) or the Admission Body no longer employs an active member contributing to the Fund:

6.5.1.1 subject to any outstanding requirements to make payments under **Clauses 6.1.4, 6.1.5 and 6.1.6**, the parties agree that the assets and liabilities of the Admission Body under this Agreement shall be subsumed within the Fund by the Scheme Employer so that no exit payment will be due from, and no exit credit will be payable to, the Admission Body. Instead, the Administering Authority may obtain a further revision of the Scheme Employer's rates and adjustments certificate showing the revised contributions (if any) due from the Scheme Employer in respect of such assets and liabilities, and the Scheme Employer will correspondingly be entitled to benefit from any surplus within the Fund relating to those assets and liabilities; and

6.5.1.2 if, pursuant to the 2013 Regulations, the Administering Authority is required to pay an exit credit to the Admission Body, the Admission Body must reimburse that exit credit to the Fund, and the reimbursed amount will be credited to the Scheme Employer.

#### 6.6 **Right of set-off**

Notwithstanding any terms to the contrary contained in the Contract, if any sum payable by the Admission Body under the Regulations or this Agreement has not been paid by the date on which it becomes due then 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 (including any interest payable) and pay the sum to the Fund by a date specified by the Administering Authority.



## 7. **TERMINATION**

This Clause sets out the ways in which the Admission Body and the Administering Authority may terminate the Agreement.

### 7.1 **Termination by notice**

Subject to **Clauses 7.2** (Automatic termination) and **7.3** (Immediate termination by the administering authority), the Administering Authority or the Admission Body may terminate this Agreement by giving at least three months' notice of termination in writing to the other parties to this Agreement.

### 7.2 **Automatic termination**

This Agreement will automatically terminate on the earlier of:

- 7.2.1 the date of expiry or earlier termination of the Contract; or
- 7.2.2 the date the Admission Body otherwise ceases to be an admission body for the purposes of the Regulations.

### 7.3 **Immediate termination by the Administering Authority**

The Administering Authority may terminate this Agreement with immediate effect by notice in writing to the Admission Body:

- 7.3.1 where the Admission Body breaches any of its obligations under this Agreement (including, for the avoidance of doubt, where the Admission Body fails to pay any sums due to the Fund or where the Admission Body fails to renew or adjust the level of the bond, indemnity or guarantee (if required) in accordance with **Clause 8** (Risk assessment)). If the breach is capable of remedy, the Administering Authority must first give the Admission Body the opportunity of remedying the breach within such reasonable period as the Administering Authority may specify;
- 7.3.2 on the insolvency, winding up or liquidation of the Admission Body;
- 7.3.3 where the continued participation of the Admission Body in the Scheme would or might prejudice the status of the Scheme as a Registered Pension Scheme; or
- 7.3.4 if the Admission Body no longer employs an active member contributing to the Fund.

### 7.4 **Other outstanding payments on termination**

Where any contributions, payments or other sums due under this Agreement or the Regulations (including any payments by instalments agreed under **Clause 6** (Contributions and payments)) remain outstanding on the termination of this Agreement, the Admission Body must pay them in full within 20 Business Days of the date of termination.

### 7.5 **Rights on termination**

The termination of this Agreement does not affect the rights, duties and liabilities of any party accrued prior to such termination. The Clauses of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 8. **RISK ASSESSMENT**

This Clause sets out the terms which apply to in relation to risk assessment given the pass-through arrangements which have been agreed between the parties.

### 8.1 **Initial level of risk exposure**

Given the pass-through arrangements which have been agreed between the parties and which are reflected in this Agreement, no assessment of the level of risk exposure arising on the premature termination of the provision of the Services by reason of the insolvency, winding up or liquidation of the Admission Body has been undertaken.

### 8.2 **Provision of bond, indemnity or guarantee**

The Administering Authority and the Scheme Employer have agreed that a bond, indemnity or guarantee is not required.

## 9. **INDEMNITY FROM ADMISSION BODY**

This Clause sets out the terms of the indemnity to be provided by the Admission Body in favour of the Administering Authority.

### 9.1 The Admission Body undertakes to indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Fund may incur (whether directly or as a result of a loss or cost to the Members) arising out of or in connection with:

9.1.1 the non-payment by the Admission Body of any contributions or payments due to the Fund under this Agreement or the Regulations; or

9.1.2 any breach by the Admission Body of this Agreement, the Regulations or any other legal or regulatory requirements applicable to the Scheme.

### 9.2 Any demand under **Clause 9.1** (Indemnity from admission body) must be paid by the Admission Body to the Administering Authority or to the Fund (as applicable) within 10 Business Days of receipt by the Admission Body of such demand. In the event of non-payment by the Admission Body, the Scheme Employer must indemnify and keep indemnified the Administering Authority against such costs and liabilities.

## 10. **GUARANTEE FROM SCHEME EMPLOYER**

This Clause sets out the terms of the guarantee to be provided by the Scheme Employer in favour of the Administering Authority.

### 10.1 **Failure to pay Scheme liabilities**

Where the Admission Body has failed to pay any sum due under this Agreement or the Regulations (in whole or in part) to the Administering Authority within 20 Business Days of receipt by the Admission Body of a written demand from the Administering Authority, the Scheme Employer must pay to the Administering Authority such sum or sums as the Administering Authority claims in respect of the unpaid liability.

### 10.2 **Service of Payment Notice and payment**

Any claim under **Clause 10.1** (Failure to pay scheme liabilities) must be made by written notice specifying the amount due (a "**Payment Notice**"), which must be served by the Administering Authority upon the Scheme Employer in accordance with **Clause 11** (Notices). The Payment Notice is to be accepted by the Scheme Employer as conclusive

evidence for all purposes that the amount claimed is due to the Administering Authority. The Scheme Employer must pay the sum so demanded within 5 Business Days of receipt of the Payment Notice.

### 10.3 **Sums paid by the Scheme Employer**

10.3.1 All sums paid by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities) must be held and applied by the Administering Authority for the purpose of paying and discharging the Admission Body's liability to pay the relevant sums due under this Agreement or the Regulations.

10.3.2 Any payment to be made by the Scheme Employer must be made in sterling and must be free, clear of and without any deduction for taxes, levies, duties, charges, fees or any deductions or withholdings for or on account of any set-off or counterclaim.

### 10.4 **Receipt of payment**

Following any payment by the Scheme Employer in accordance with **Clause 10.1** (Failure to pay scheme liabilities), the Administering Authority must within 6 months of receipt of payment provide the Scheme Employer with a written account showing how the payment has been applied to the Fund. If any payment exceeds the amount required to discharge the liabilities of the Admission Body to the Fund, the Administering Authority must refund any overpayment to the Scheme Employer.

### 10.5 **Further Payment Notice**

The service of a Payment Notice by the Administering Authority does not preclude the service of any further Payment Notice.

### 10.6 **Obligations and liabilities**

The Scheme Employer's obligations and liabilities under this **Clause 10** (Guarantee from scheme employer) will not be reduced, discharged, impaired or affected by the giving of time or any other indulgence, forgiveness or forbearance by the Administering Authority in respect of the Admission Body.

### 10.7 **Change in status**

Unless expressly varied under **Clause 15** (Amendment), this **Clause 10** (Guarantee from scheme employer) will remain in effect in accordance with its terms notwithstanding any variation made in any of the other terms of this Agreement or the Regulations and notwithstanding the insolvency, winding-up or liquidation of the Admission Body (compulsory or otherwise) or it otherwise ceasing to exist or function. This **Clause 10** (Guarantee from scheme employer) and the obligations under it will not be affected by any disclaimer of the Admission Body's contracts or liabilities by a liquidator.

### 10.8 **Warranty of authority**

The Scheme Employer warrants and represents to the Administering Authority that it has all necessary authority, power and capacity to enter into and perform its obligations under this **Clause 10** (Guarantee from scheme employer), that all necessary actions have been taken to enter into those obligations properly and lawfully, and that those obligations are binding on the Scheme Employer in accordance with their respective terms.

### 10.9 **Expiry date**

10.9.1 The obligations and liabilities of the Scheme Employer under this **Clause 10** (Guarantee from scheme employer) will cease and determine absolutely on the full discharge of all liabilities of the Admission Body (arising under this

Agreement and the Regulations) by the Admission Body or the Scheme Employer.

- 10.9.2 For the avoidance of doubt, this **Clause 10** (Guarantee from scheme employer) will continue to have effect after the termination of this Agreement unless and until all liabilities of the Admission Body under the Regulations or this Agreement have been discharged in full either by the Admission Body or by the Scheme Employer pursuant to **Clause 10.9.1** (Expiry date).

## 11. NOTICES

This Clause sets out how any written notices are to be served.

- 11.1 All notices under this Agreement must be in writing and must be served by being sent by first class post or delivered by hand to, or by being left at, the registered office of the Admission Body or the headquarter address of the Administering Authority or the Scheme Employer (as the case may be).

- 11.2 Any notice served in accordance with **Clause 11.1** (Notices) will be deemed to have been served:

11.2.1 if sent by first class post, at 9.00 am on the second Business Day after the date of posting; or

11.2.2 in any other case, at the time the notice is delivered to or left at the relevant address;

provided that if a notice would otherwise be deemed to be served before 9.00 am on a Business Day, it will be deemed to be served at 9.00 am on that day, and if it would otherwise be deemed to be served on a day which is not a Business Day or after 5.00 pm on a Business Day, it will be deemed to be served at 9.00 am on the immediately following Business Day.

## 12. WAIVER

This Clause sets out what happens if there is a failure to enforce the Agreement.

Failure or neglect by the Administering Authority or the Scheme Employer to enforce at any time any of the provisions of this Agreement will not be construed or deemed to be a waiver of the Administering Authority's or the Scheme Employer's rights (as the case may be) nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Administering Authority's or the Scheme Employer's rights (as the case may be) to take subsequent action.

## 13. SEVERANCE

This Clause sets out what happens if any part of the Agreement is found to be invalid.

- 13.1 If any provision of or period of Scheme membership following purported admission to the Scheme under this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of or any other periods of Scheme membership under this Agreement, which will remain in full force and effect.

- 13.2 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 the provision in question will apply with such modification(s) as may be necessary to make it valid and enforceable.

14. **ENTIRE AGREEMENT**

This Clause provides that the Agreement sets out the only terms relating to the admission of the Admission Body.

Except where expressly provided, this 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.

15. **AMENDMENT**

This Clause sets out the terms that apply in relation to amending the Agreement.

The parties to this Agreement may amend this Agreement with the agreement of all of them in writing, provided that:

- 15.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and
- 15.2 the amendment would not prejudice the status of the Scheme as a Registered Pension Scheme.

16. **PUBLIC INSPECTION**

This Clause sets out the circumstances in which the Agreement can be inspected by the public.

Subject to the Schedule being removed or redacted to protect personal data, as required by data protection law, this Agreement must be made available for public inspection by the Scheme Employer at its offices.

17. **MORE THAN ONE COUNTERPART**

This Clause sets out how the Agreement can be executed in counterparts.

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. This Agreement will not be effective until each party has executed at least one counterpart. The term "counterpart" includes a facsimile or scanned copy of this Agreement.

18. **LAWS**

This Clause sets out the legal framework which governs the Agreement.

- 18.1 This Agreement and any non-contractual obligation arising out of or in connection with it will be governed by and interpreted in accordance with the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).
- 18.2 The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Agreement has been entered into on the date stated at the beginning of it.

**SIGNED** for and on behalf of  
**WOLVERHAMPTON CITY COUNCIL:**

.....

**SIGNED** for and on behalf of  
**THE BOROUGH COUNCIL OF SANDWELL:**

.....

**SIGNED** for and on behalf of  
**ASPENS-SERVICES LIMITED:**

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## Report to General Purposes and Arbitration Committee

**Thursday 16 December 2021**

<b>Subject:</b>	Review of Polling Places and Polling Stations 2021/22
<b>Director:</b>	Director of Law and Governance and Monitoring Officer, Surjit Tour
<b>Contact Officer:</b>	Electoral Services Manager, Tracey Hurst <a href="mailto:tracey_hurst@sandwell.gov.uk">tracey_hurst@sandwell.gov.uk</a>

### 1 Recommendations

That, Council be recommended to:


- 1.1 Approve the proposed changes to specific Polling Places and Polling Stations as set out in Appendix 1 to this report.
- 1.2 Subject to 1.1 above, authorise the Director of Law and Governance & Monitoring Officer to implement the approved changes detailed in Appendix 1.
- 1.3. If any change are required with a Polling Place or Polling Station within the Borough prior to elections in 2022 (and beyond), the Returning Officer (or in their absence/unavailability, the Deputy Returning Officer) is authorised to change any Polling Place(s) and/or Polling Station(s), following consultation with relevant Ward Members and Chairperson of the General Purposes and Arbitration Committee, as considered necessary to enable the efficient and effective running of elections.



## 2 Reasons for Recommendations

- 2.1 Owing to the impact of COVID-19 and the consequential enforced closure of the Borough's schools in 2020 and 2021, it is important that any disruption to pupils' education is mitigated as far as reasonably and practicably possible.
- 2.2 One way the council can help achieve this, is by using alternative polling stations in place of using schools on election days, where there is a suitable alternative location in the immediate vicinity.

## 3 How does this deliver objectives of the Corporate Plan?

	<p><b>Strong resilient communities</b></p> <p>The recommendations detailed in this report enable voters to engage in the democratic process by being able to vote, in person, at their appropriate Polling Station, whilst, wherever possible, enabling schools to remain open on the day of polling.</p> <p>Electors will continue to have the right to apply to vote by post or by proxy too, should they wish to do so.</p>
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## 4 Context and Key Issues

- 4.1 Section 18B of the Representation of the People Act 1983 (RPA) states the authority must designate the polling places for the polling districts in its area. Each polling district must have a polling place and it is the duty of the Council to designate polling places and keep them under review. The Council is required, so far as is reasonable and practicable to designate polling places which are accessible to disabled electors.
- 4.2 Paragraph 25 of Schedule 1 to the RPA states that the Returning Officer must provide a sufficient number of polling stations, shall allocate electors to those polling stations, and those polling stations shall be in the polling place for that district.
- 4.3 The proposed course of action relocates a number of Polling Stations away from schools and means that headteachers will not be obliged to close their premises for the day because of the need to conduct elections.



- 4.4 The recommendations contained in this report, are consistent with a request made to Returning Officers, by the Department for Education and the Cabinet Office in February 2021, to minimise any further disruption to pupils' education by avoiding using schools as Polling stations, where it is practically possible to do so.
- 4.5 The recommendations also:
- a) considers the viability of continuing to use a number of temporary huts as Polling Stations and, where possible, recommends the use of other, more permanent venues in the vicinity,
  - b) addresses the need to make other, enforced changes to some Polling Stations in 2022.
  - c) Recognises the on-going need for flexibility in determining the sites of Polling stations, particularly given the uncertainties and challenges that Covid-19 puts on the planning of elections.
- 4.6 Prior to the elections held in May 2021, a total of 47 schools were used as Polling Stations in the borough. If all of the recommendations contained in this report are approved, the number being used as Polling Stations in 2022 will reduce to 27. Work will continue to seek to find alternative locations for this remaining number, so that, in time, the total can reduce further still.
- 4.7 For the May 2021 elections, 16 temporary cabins were used as Polling Stations. If all of the recommendations contained in this report are approved, the number being used as Polling Stations in 2022 will reduce to 12. Work will continue to identify alternative locations for this remaining number, so that the total can reduce further still.
- 4.8 Appendix 1 to this report details proposals to relocate a number of Polling Places to other venues in respective Wards.
- 4.9 The RPA also requires local authorities to, periodically, conduct and complete a review of Polling Districts and Polling Places. The next compulsory review of all polling places must be completed between October 2023 and January 2025.



- 4.10 The recommendations contained in this report follow a commitment made to General Purposes and Arbitration Committee in June 2021, to undertake a review of school-based polling stations, prior to the local elections being held in May 2022.

## 5 Alternative Options

- 5.1 In making the recommendations outlined in this report, officers have, wherever possible, considered a number of alternative sites in each of the affected Polling districts and concluded that, for reasons based on availability, location, size, ease of access and cost, the locations detailed in Appendix 1 are the most suitable in each case.
- 5.2. Proposals for each ward have been shared with relevant councillors and their comments helped formulate the recommendations contained in the appendix.
- 5.3 It may be possible to continue using the schools previously used as Polling Stations/Places, however that does cause disruption to the education of those children attending those schools. Whilst this can and has been effectively mitigated by school Headteachers and staff taking steps to ensure any disruption does not adversely affect the schooling of their pupils, the preference is to avoid the disruption in the first instance wherever possible.

## 6 Implications

<b>Resources:</b>	<p>Costs associated with making the proposed changes to Polling Places/Stations will be met by the Returning Officer's budget.</p> <p>If all the recommended changes to Polling Places/Stations detailed in this report are approved, it is anticipated that a small overall saving will be achieved as compared with the costs incurred for conducting the poll at the most recent borough-wide elections.</p> <p>These savings will be achieved primarily because of the proposed reduction in the number of temporary huts being used and because of a reduction in the overall number of Polling Stations and the associated staffing costs.</p>
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	<p>The savings created from the above recommendations excludes the “one-off” cost of notifying all households in the affected districts of a change to their Polling Station. Assuming these letters are hand delivered, the cost is estimated to be approximately £5,300. At present there is no budget to support this expenditure however, the service is currently going through a zero-based budgeting exercise as part of their budget setting process where such costs will be taken into account.</p>
<b>Legal and Governance:</b>	Please see Section 4 above
<b>Risk:</b>	<p>As a result of the recommendations contained in this report, by enabling schools to remain open, the risk to pupils’ education will be reduced.</p> <p>As was the situation in the May 2021 elections, the new, proposed venues will be managed and made as safe and Covid-secure as possible.</p> <p>There are a total of 25 changes to existing Polling Places, with 13 new venues being for the first time. To minimise risk of electors going to the incorrect (i.e. “old”) Polling Station, a number of mitigations will be put in place. These include:</p> <ul style="list-style-type: none"> <li>• Each household affected will receive a letter explaining the change and the details of their “new” polling station.</li> <li>• The possibility of changes to Polling Stations is being mentioned in the Winter edition of the Sandwell Herald and, if the recommendations are approved, detailed in the Spring edition.</li> <li>• Poll Cards will specify details of the elector’s new Polling Station and will highlight that there has been a change to the location.</li> <li>• The council’s website will be updated to reflect the changes.</li> <li>• On the day of the next election, temporary signs will be placed at each former location, advising electors of their “new” Polling Station.</li> <li>• Messages being sent through social media on Facebook, Twitter etc in the run up to the election.</li> </ul>



<b>Equality:</b>	<p>Details of the proposed recommendations have been shared, through Sandwell Council of Voluntary Organisations, with disability groups in the Borough.</p> <p>No objections to the recommendations have been received to date, but if any comments are received after this report has been produced, these observations will be shared verbally with Committee members.</p> <p>The proposed polling stations have been assessed to ensure all requisite accessibility requirements can be met and all relevant equality obligations satisfied.</p>
<b>Health and Wellbeing:</b>	The recommendations contained within this report enable voters, to be able to vote, at a Polling Station, in person in the forthcoming elections, should they wish to do so.
<b>Social Value</b>	Not applicable

## 7. Appendices

Appendix 1 - Recommended Polling Place and Polling Station changes.

## 8. Background Papers

- 8.1. Reviews of polling districts, polling places and polling stations – published by the Electoral Commission.
- 8.3. Letter from the Department for Education and the Cabinet office dated 11<sup>th</sup> February 2021 entitled “Use of school buildings for polls.”





# **PROPOSED CHANGES TO POLLING STATIONS/PLACES**

**2021/22**

## **ABBEY**

### **Current Polling Station for the ABD District: Bearwood Primary School**

The headteacher of Bearwood Primary School is keen for the Polling Station to be re-located away from her school and suggested using other premises in the locality. However, having explored these possibilities, Electoral Services found these venues to be either unavailable to use as a Polling Station or are not considered suitable to be used as such.

It is therefore proposed that, in future, electors are directed to Thimblemill Library. This is already a Polling Station for the neighbouring district of ABC and the building has the capacity to accommodate a second Polling Station. The distance from the furthest point in the ABD district to the Library is, according to Googlemaps, a 10-minute walk/ a distance of 0.5 miles. Currently, some roads in these districts are partially in ABC and partially in ABD and so, by asking all voters in those roads to go to one station, i.e. the Library, this would avoid this confusion.

By transferring voters to this new Polling Place, this will enable Bearwood Primary School to remain open on election days.

One ward member sought clarification of a number of points relating to this proposal and, following an, exchange of e-mails, accepted the rationale for the recommendation.

#### **Recommendation:**

**The Polling Place/Station for the ABD district is transferred from Bearwood Primary School to Thimblemill Library, Thimblemill Road, Smethwick.**

\*

## **BLACKHEATH**

No changes to existing Polling Stations are proposed at the present time.

\*

## **BRISTNALL**

### **Current Polling Station for the BRA, BRB and BRC districts: Temporary hut Nos. 1 and 2 - Car Park of Langley Swimming Centre**

To avoid the continued use of two temporary huts at the Swimming Centre as Polling Stations, a church based within the BRC district was contacted to see if they were willing to allow us to their premises. Unfortunately, this request was declined for the foreseeable future.

Apart from the Swimming Centre itself, no other suitable venues to accommodate a Polling Station were identified in any other three districts.

Therefore, in anticipation of there not being a need to operate a one-way system for voters within Polling Stations in 2022 (as there was for the 2021 elections), it is proposed that voters living in the BRA and BRB districts are invited to vote inside the Swimming Centre itself and those living in the BRC district continue to use a temporary hut on the Swimming Centre car park.

Assuming these proposals are approved, this will lead to a net reduction of one Temporary hut being used at the Swimming Centre site in 2022.

Going forward, in view of the anticipated closure of Langley Swimming Centre in 2023, it is proposed that a further review of Polling Stations in the ward is undertaken prior to elections held in that year.

No objections to these proposals were received from ward members.



**Recommendation:**

**The Polling Place/Station for BRA and BRB district transfers to inside Langley Swimming Centre, Vicarage Road, Oldbury and voters in BRC continue to vote in a Temporary hut on the car park of the Swimming Centre, entrance off Brookfields Road, Oldbury.**

.\*

**CHARLEMONT WITH GROVE VALE**

No changes to existing Polling Stations are proposed at the present time.

\*

**CRADLEY HEATH AND OLD HILL**

**Current Polling Station for the CRB and CRC districts:  
Corngreaves Primary School**

As part of this review, three churches and a library located within the districts were considered as being potentially suitable alternative venues to the School.

Having contacted and/or visited the three most-likely of these four possible alternative locations, it is proposed that voters living in the Polling Districts for CRB and CRC are, in future, re-directed to the Salvation Army Worship and Community Centre, Meredith Street, Cradley Heath (car park entrance in Hingley Street) as it offers all the facilities that is required from a good Polling Station. The Station is just a 2-minute walk from the school.

By transferring voters to this new Polling Place, this will enable Corngreaves Primary School to remain open on election days.

No objections to this proposal were made by any of the ward members.

**Recommendation:**

**The Polling Place/Station for CRB and CRC districts transfers from Corngreaves Primary School to Salvation Army Worship and Community Centre, Meredith Street, Cradley Heath (car park entrance in Hingley Street)**

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## **FRIAR PARK**

### **Current Polling Station for the FPB district: Friar Park Millennium Centre**

The Friar Park Millennium Centre was first used as a Polling Station for the elections in May 2021. It was used because the usual Polling Station for the district, Priory Primary School, was not able to facilitate a Covid-secure “one-way system” for voters within the building on Polling day.

The report which detailed this change of venue to members, stated that the switch would be reviewed following the elections.

On the day of the elections, the Millennium Centre proved to be a suitable Polling Station, and for the 2022 elections, it was initially proposed that this venue continued as the Station for the district.

However, following consultation with ward members and a subsequent written objection, Electoral Services sought to identify an alternative venue which it could recommend to Committee, whilst being mindful of the need to avoid, if possible, having to revert to the original school-based location.

Having explored further possibilities, it is now recommended that the Polling Station for the district becomes St Francis of Assisi Church in Freeman Road.

The church is located within the boundaries of the FPB district, has good on-street car parking facilities and accessible space for a Polling Station. According to Googlemaps, it's a 5-minute walk /0.3 miles from the Millennium Centre.

No objections were received with regard to the proposal to re-locate to St Francis of Assisi Church.

**Recommendation:**

**That the Polling Station for the FPB district transfers from the Friar Park Millennium Centre to St Francis of Assisi Church, Freeman Road, Friar Park, Wednesbury.**

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## **GREAT BARR WITH YEW TREE**

**Current Polling Stations for the GYG district:**

**Temporary huts nos. 1 and 2: Woodruff Way, Yew Tree Estate**

Although no other potentially suitable, alternative and/or more permanent venues could be identified within this district, a review was undertaken of the necessity for there being two temporary huts at this location. The analysis concluded that, based on the number of electors in the district, the need for two temporary huts could be reduced to one, especially for non-Parliamentary elections when elector turn-out is traditionally lower. This proposal would, hopefully, reduce the concerns of some of the residents in the area and lead to a net reduction of one temporary hut.

**Recommendation:**

**To reduce the number of temporary huts in Woodruff Way (in the GYG district) from two to one for elections where elector turnout has, traditionally, been lower than for Parliamentary elections.**

\*

## **GREAT BRIDGE**

### **Current Polling Station for the GBB district: Great Bridge Primary School**

The Polling Station review found that, in the past, the school had remained open to pupils on election days, but that, in May 2021, it had closed, principally for safeguarding reasons.

Having carried out a site visit, a suitable alternative site has been identified which is very close to the school, i.e. the Community Room at New Road Methodist Church. This venue also has the benefit of a dedicated car park.

Transferring the Polling Station to the Methodist Church would enable the school to remain open on Election days.

it is therefore proposed to re-locate this existing Polling Station to the Church.

No objections to the proposals were received by any of the ward members.

#### **Recommendation:**

**The Polling Place/Station for the GBB district transfers from Great Bridge Primary School to New Road Methodist Church, Mount Street, Great Bridge.**

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## **GREET'S GREEN AND LYNG**

### **Current Polling Station for the GGB and GGF districts: Hanbury Primary School**

### **Current Polling Station for the GGD and GGE districts: Lyng Primary School**

In looking for alternative locations for these school-based Polling Stations, a total of five new potential venues were initially identified and, following site visits, two of them were considered to be suitable.

#### Wood Lane Community Centre.

The Community Centre sits at the junction of Wood Lane and Claypit Lane. It has its own car park and a good amount of on-street car parking available too.

It is therefore proposed that voters living in the GGB district are allocated to this Centre. This will be instead of voters going to Hanbury Primary School.

#### Good Shepherd with St John's Church

This venue, situated at the borders of the GGD and GGF districts (at the junction of Bromford Lane and Lyttleton Street) has an on-site car park (accessed from Blacksmith Way) and on-street car parking available too.

It is therefore proposed that voters living in the GGD, GGE and GGF wards will go to this new Polling Place; which has the capacity to house two Polling Stations:

- i) one for voters in GGD and GGE districts and
- ii) one for voters in the GGF district.

By transferring voters to these new Polling Places, this will enable Hanbury Primary and Lyng Primary schools to remain open on election days.

A ward member has indicated support for these proposals.

**Recommendation:**

**The Polling Place/Station for the following sites change as indicated:**

**GGB district transfers from Hanbury Primary School to Wood Lane Community Centre, Wood Lane, West Bromwich**

**GGD and GGE districts transfer from Lyng Primary School to Good Shephard with St John's Church, Bromford Lane, West Bromwich**

**GGF district transfers from Hanbury Primary School to Good Shephard with St John's Church, Bromford Lane, West Bromwich.**

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## **HATELEY HEATH**

Following consultation with ward members, there are no proposed changes in the Hateley Heath ward at the present time.

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## **LANGLEY**

**Current Polling Station for the LAB and LAG districts:  
Temporary huts at York Road Social Club**

The grounds of the York Road Social Club currently accommodate two temporary huts on polling day. One hut serves voters living in the LAB district, the other, voters in the LAG district.

It is proposed that, going forward, the Club only has one temporary hut in its grounds. This hut will serve voters living in the LAG district as well as voters who live in the LAB district to the west of the M5 motorway, e.g. in roads such as Titford Lane, Durham Road and Richards Close.

Electors living in the LAB district to the east of the Motorway, e.g. in roads such as Ashes Road, Pool Lane, Titford Road and Swan Crescent, will be directed to the Causeway Green Methodist Church in Penncricket Lane (see LAF below).

The proposals detailed in this section will therefore see a net reduction of one temporary hut.

### **Current Polling Station for the LAF district: Causeway Green Primary School**

Following a site visit to the Causeway Green Methodist Church in Penncricket Lane, it was considered that the Church Hall would prove to be a suitable venue to accommodate a Polling Station. It has both on- and off-street parking available.

The church is situated within the LAF district and is immediately adjacent to the existing school-based Polling Station.

By transferring voters to this new Polling Places, this will enable Causeway Green Primary School to remain open on election days.

It is therefore proposed to re-locate the existing Polling Station for LAF to the Church, where it will also accommodate voters living in the East side of the LAB district (see above).

No objections were received from any of the ward members to these proposals

#### **Recommendation:**

**The Polling Place/Station for the LAF district transfers from Causeway Green Primary School to Causeway Green Methodist Church, Penncricket Lane, Oldbury**

**The Polling Place/Station for eastern part of the LAB district transfers also transfers to Causeway Green Methodist Church, Penncricket Lane, Oldbury**

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## **NEWTON**

No changes to existing Polling Stations are proposed at the present time.

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## **OLDBURY**

**Current Polling Station for the OLC district:  
The Meadows School**

**Current Polling Station for the OLE district:  
Rounds Green Primary School**

Following a site visit to the Community Hall at the Balaji Temple in Dudley Road East, it was considered that this would prove to be a suitable Polling Station.

The Hall is situated at the entrance to the Balaji Temple site, is in OLC and neighbours the District's existing Polling Station at The Meadows School.

It is also being proposed that the Temple accommodates voters living in the adjoining OLE district, currently served by Rounds Green Primary School. The distance from the furthest point in the OLE district to the Temple, is a 16-minute walk / a 0.8 mile journey.

The Balaji Temple site enjoys ample parking facilities.

By transferring voters to this new Polling Place, this will enable both The Meadows School and Rounds Green Primary School to remain open on election days and it is therefore proposed to re-locate these two existing Polling Stations to the Temple's Community Hall.



**Current Polling Station for the OLF district:  
Tividale Community Primary School**

Following a recent site visit to the St Michael the Archangel, Tividale Road, Tividale (entrance opposite Gate Street) it was considered that this would prove to be a suitable polling station.

The site sits within the OLF district and has ample car parking facilities.

By transferring voters to this new Polling Places, this will enable the Tividale Community Primary School to remain open on election days.

It is therefore proposed to re-locate the existing Polling Station to the St Michael the Archangel Church.

No objections were received from any of the ward members to either of these proposals.

**Recommendation:**

**The Polling Place/Station for the OLC and OLE Districts transfer from The Meadows School and from Rounds Green Primary School respectively to the Balaji Temple, Dudley Road East, Tividale.**

**The Polling Place/Station for the OLF district transfers from Tividale Hall Primary School to St Michael the Archangel Church, Tividale Road, Tividale.**

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**OLD WARLEY**

**Current Polling station for OWA district:  
Brandhall Primary School**

In seeking an alternative to using Brandhall Primary School as a Polling Station and following a site visit, Elections staff concluded that the Oaktree Centre at Kings Community Church in Tame Road would prove a suitable venue. Although located just outside the OWA boundary, the

Church was in a convenient location for voters. The Centre is a 6-minute walk/0.3 miles from the School.

By re-locating to the Centre, this would enable Brandhall Primary School to remain open on Polling days.

It is also proposed that voters living in the OWH district are also re-directed to this new Polling Station, i.e. rather than to their existing Station of Perryfields Primary School. (see also below).

### **Current Polling Station for OWG and OWH: Perryfields Primary School**

Perryfields Primary School currently serves voters living in both the OWG and OWH districts.

In seeking an alternative to this School as a Polling station, Electoral Services also considered using the Oaktree Centre at Kings Community Church (see above).

It was concluded, however, that given the way the district boundaries fall, it was not practical to move voters from both OWG and OWH districts to the Centre, that is, in addition to voters in the OWA district.

The Centre was, however, considered to be a more convenient location for voters living in the OWH district than the school and so it is proposed that voters in this district are re-located here.

A more suitable venue was not, unfortunately, identified for voters living the OWG district, but Electoral Services will continue to look for alternatives to the school and will be particularly mindful of this district in forthcoming boundary reviews.

A ward member indicated support for these proposals

#### **Recommendation:**

**The Polling Place/Station for the OWA and OWH districts transfer to the Oaktree Centre at Kings Community Church, Tame Road, Oldbury from Brandhall Primary and Perryfields Primary Schools respectively.**

## **PRINCES END**

### **Current Polling Station for PEB district: Wednesbury Oak Academy**

In attempts to identify an alternative site for a Polling Station in the PEB district, a site visit was recently made to the Tipton Sports Academy Social Club in Wednesbury Oak Road, Tipton.

As members will be aware, the site shares its car park with the Tipton Sports Academy.

Members will also be aware that the Sports Academy usually acts as the Council's election count venue but, because of the Centre's usage as a Covid vaccination hub, the count was relocated to the Sandwell Valley for the elections in May 2021.

It is hoped that the Count can return to the Sports Academy in May 2022.

Although part of the same large building, The Sports Academy and the Social Club buildings have separate entrances/exits to each other.

In the event that the Count is able to return to the Tipton Sports Academy in May 2022, it is expected that preparations for the start of the Count at 10pm and a functioning Polling Station (which will close at 10pm) can be managed and kept distinct and separate from each other.

It is therefore recommended that the Tipton Sports Academy Social Club becomes the Polling Station for the PEB district.

By transferring voters from the school to this new Polling Place, this will enable Wednesbury Oak Academy to remain open on election days.

No objections to this proposal were received from any of the ward members.

### **Current Polling station for the PED district: Glebefields Primary School**

The PED district is adjacent to one of the smallest Polling districts in the borough, i.e. PEC. The Polling Station for PEC is St Mark's Church Hall in Ocker Hill Road.

It is proposed that by merging the two Polling Places into one, (i.e. to be based in the Church Hall) this will enable Glebefields Primary School to remain open on election days. Also, because of the way the Polling District boundaries are currently drawn, this move would actually result in many voters living in the PED district having less distance to travel to their Polling Station.

As part of the consultation process, one ward member suggested merging the Polling Station for PED with the Polling Station located at Glebefields Library. In considering this suggestion, Electoral Services felt that there would be better overall balance of numbers of voters aligned to Stations, if the original proposal to merge the School with the Church was pursued.

**Recommendation:**

**The Polling Place for the PEB district is transferred from Wednesbury Oak Academy to Tipton Sports Academy Social Club, Wednesbury Oak Road, Tipton**

**The Polling Place for the PED district is transferred from Glebefields Primary School to St Marks Church Hall, Ocker Hill Road, Tipton.**

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## **ROWLEY**

### **Usual Polling Station for the ROF district: Brickhouse Primary School**

Following a request from the headteacher of Brickhouse Primary School not to use it as a Polling Station for the May 2021 election, Electoral Services were able to arrange for the neighbouring Brickhouse Community Centre to be used instead.

Agreement was originally made on the basis that this would be a “one-off” to see how successful the move was.

There were no reported issues and so, it is proposed that this move becomes a more permanent arrangement. By taking this course of action, this means the Brickhouse Primary School can continue to remain open on election days with, where necessary, and by agreement, appropriate security measures in place.

No objections to this proposal were received from any of the ward members

**Recommendation:**

**The Polling Place for the ROF district is transferred from Brickhouse Primary School to Brickhouse Community Centre, Dudhill Road, Rowley Regis.**

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## **ST PAUL'S**

### **Current Polling Station for SPB district: Rood End Primary (SPB district)**

The Polling Places for a) the SPB district (Rood End Primary School) and b) SPA district (St John's Church and Community Centre) are only a 6-minute walk/0.3 miles apart.

By merging the two Polling Places together, and by being based at the Church and Community Centre, this will enable the school to remain open on election days.

The Church and Community Centre has capacity to accommodate the additional voters who will be visiting it.

It is therefore proposed to merge these two Polling Stations together at St John's Church and Community Centre and for the school to remain open on Polling day.

**Current Polling Station for the SPE district:  
Galton Valley Primary School**

A site visit to the Brasshouse Community Centre in Brasshouse Lane found this to be an ideal venue for a Polling Station. The Centre is just a 3-minute walk from the school and lies in the heart of the SPE district, with ample car parking and easy access into and around the building.

By transferring voters to this new Polling Place, this will enable Galton Valley Primary School to remain open on election days.

It is therefore proposed to relocate the Polling Station to the Community Centre for the elections in May 2022 and thereafter.

No objections to either of these proposals were received from any of the ward members.

**Recommendation:**

**The Polling Place for the SPB transfers from Rood End Primary School to St Johns Church and Community Centre, St Johns Road.**

**The Polling Place for SPE district transfers from Galton Valley Primary School to Brasshouse Community Centre, Brasshouse Lane, Smethwick.**

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**SMETHWICK**

No changes to existing Polling Stations are proposed at the present time.

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## **SOHO AND VICTORIA**

### **Current Polling station for the SVE district: Cape Primary School**

The Polling Station is currently based in Cape Primary School, in the southern edge of the Polling district.

By transferring voters to a non-school-based Polling Place, this will enable the school to remain open on election days.

Two potential suitable alternative sites were identified, but the preferred venue is the CAP centre; an existing Polling Station which lies just outside the SVE district boundary on Windmill Lane.

If the proposal to relocate to this location is approved, the building would still have the capacity to deal with the additional voters from the SVE district on polling day. From the furthest point in the SVE district it's a 9-minute walk/0.5 miles away, according to Googlemaps.

The Centre has good parking facilities (both on and off-site) and is a well-known community resource.

As part of the consultation process, no views on the proposals were received from Ward members.

#### **Recommendation:**

**The Polling Place for the SVE district transfers from Cape Primary School to the Community Action Project (CAP), Windmill Lane, Smethwick.**

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## **TIPTON GREEN**

Although a suggestion for an alternative Polling station in this district was received from a ward member, it was not possible to pursue this idea because the owner of the particular building in question was unwilling to allow it to be used for our purposes.

Therefore, no changes to existing Polling Stations are proposed at the present time.

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## **TIVIDALE**

### **Current Polling Station for the TIE district: Residents Lounge in Darley House**

Due to forthcoming refurbishment work at Darley House, it is unlikely that this venue can be used as a Polling Station in May 2022 and so an alternative venue needed to be sought.

A site visit to Portway Lifestyle Centre, also located within the TIE district, has confirmed there is a room suitable to be a Polling Station and so, it's proposed to move the Station to this venue for the May 2022 elections. Darley House and the Lifestyle Centre are an 8-minute walk/0.4 miles apart.

The room identified as being suitable for the Polling Station is at the rear of the Lifestyle Centre, near to the Centre's Car Park. Voters who visit on foot, would be directed into the Centre and through the building to the Polling Station.

Should this new venue prove to be successful, it is proposed to continue to use this facility for future elections, too. No objections to these proposals were received from any of the ward members.

#### **Recommendation:**

**The Polling Place for the TIE district transfers from Residents Lounge in Darley House to Portway Lifestyle Centre, Newbury Lane, Oldbury.**

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## **WEDNESBURY NORTH**

**Current Polling Station for the WNE District:  
Temporary hut on the Car Park of Holyhead Primary School.**

For the May 2021 elections, this Polling Station moved from its previous location, inside the school itself, to a temporary hut on the school car park. However, following a drive to reduce the number of Temporary huts used as Polling Stations, an alternative, permanent site was sought within the district.

The Wednesbury Leisure Centre lies within the WNE district and offers ample space for a Polling Station and for car parking. Following a recent site visit, it is considered to be a suitable alternative venue for a Polling Station.

By transferring voters to this new Polling Place, this enables Holyhead Primary School to continue to remain open on election days and will improve the voter experience by the virtue of the fact that voting wouldn't be taking place in a temporary hut. This re-location will also deliver savings by avoiding the costs associated with hiring a temporary hut.

No objections to these proposals were received from any of the ward members.

### **Recommendation:**

**The Polling Place for the WNE district transfers from a temporary hut on the car park of Holyhead Primary School to Wednesbury Leisure Centre, High Bullen, Wednesbury.**

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## **WEDNESBURY SOUTH**

No changes to existing Polling Stations are proposed at the present time.

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## **WEST BROMWICH CENTRAL**

### **Current Polling Station for the WBG district: BT Building**

For the May 2021 elections, voters in the WBG district were re-directed from their usual Polling station, West Bromwich Town Hall, to the BT Building in Providence Place.

This move took place because, at the time of the election, the Town Hall was being used as a Covid testing/vaccination site and Providence Place was available to use.

Now that West Bromwich Town Hall is no longer being used in this way and that Providence Place is no longer in council ownership, it is proposed to re-locate the Polling Station back into the Town Hall for the May 2022 elections.

The proposed move back to the Town Hall has received the support of a ward member.

#### **Recommendation:**

**The Polling Place for the WBG district transfers from the BT Building to West Bromwich Town Hall, High Street, West Bromwich (entrance via Lodge Road)**

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