



1 September 2023

Trust Deed

Hostplus Superannuation Fund

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Section 1 – Management and Administration

1. Definitions and interpretation

1.1 Definitions

In this Deed and Rules, unless the context otherwise requires, the following words, terms and phrases have the following meanings:

Account means the accounts which comprise the Accumulation Accounts, Pension Account or any other types of account under the relevant Rules.

Account Based Pension means a Pension in relation to which:

- (a) there is a Pension Account (including a sub-account of a Pension Account) attributable to the Pensioner;
- (b) the capital supporting the Pension cannot be added to by way of contribution or roll over after the Pension has commenced;
- (c) the total payments in any year satisfy the minimum payments required under clause 1 of Schedule 7 of the SIS Regulations;
- (d) it is transferable to another person only on the death of the Pensioner;
- (e) its capital value and the income from it cannot be used as a security for a borrowing; and
- (f) commutations are limited in accordance with regulation 1.07D of the SIS Regulations.

Actuary means the actuary (if any) for the time being appointed pursuant to this Deed.

Accumulation Accounts means the accounts established on behalf of each Member or Beneficiary who holds an accumulation interest, as described in clause 8.1.

Administration Account means the account or accounts established pursuant to clause 8.2(e).

Amendment Act means the *Local Government (Superannuation Scheme) Amendment Act 2008 (SA)*.

Application Date means in relation to a Unit:

- (a) the date which the Trustee determines is the Application Date for the purposes of allocating Units in accordance with clause 17.8(a); or
- (b) the date which the Trustee determines is the Application Date for the purpose of redeeming Units in accordance with clause 17.9,

(whichever applies).

Application Price means in relation to a Unit the value of the Unit determined under clause 17.4.

Approved Benefit Arrangement means a fund or benefit arrangement including without limitation another Complying Superannuation Fund, Retirement Savings Account and an annuity arrangement into which or from which assets can be transferred into or from the

Fund without causing the Fund to be in breach of or to fail to comply with the Relevant Law and includes an Eligible Rollover Fund.

Badged Division means any Division established under clause 3.2(h).

Beneficiary means a person who is for the time being beneficially entitled to receive, or is receiving, a Benefit from the Fund in accordance with this Deed.

Benefit means any amount, including the proceeds of any Policy, which is payable by the Trustee out of the Fund in accordance with this Deed to or in respect of a Member or Beneficiary.

Benefit Entitlement means any amount held in the Fund which may become payable to a Member, Dependant or Beneficiary but to which the person has not become absolutely and indefeasibly entitled and includes a contingent right to payment of an amount.

Binding Death Benefit Nomination means a notice given by the Member to the Trustee which meets the requirements of the Relevant Law relating to Binding Beneficiary Nominations, and requires the Trustee to provide any Benefits in respect of the Member after the Member's death to a person or persons specified in the notice, being the Legal Personal Representative and/or a Dependant or Dependents of the Member.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment to be made.

Child means in relation to a Member or former Member includes:

- (a) an adopted child, a step child or an ex nuptial child of the Member or former Member; and
- (b) a child of the person's Spouse; and
- (c) someone who is a child of the person within the meaning of the Family Law Act.

Closed Pension means a Pension that is either a Defined Benefit Pension or any other kind of Pension that is not an Account Based Pension, and which continues to be paid to the Pensioner (including a Pensioner who is a Reversionary Beneficiary of a deceased Pensioner) subject to the Pension Standards relevant to that kind of Pension.

Commutation Amount means a lump sum amount resulting from the commutation in whole or in part (as the case may be) of a Pension.

Commutation Authority has the same meaning as when that expression is used in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Complying Income Stream means a pension or annuity that is a pension or annuity for the purposes of the SIS Act.

Complying Superannuation Fund in relation to a year of income means a fund which is a Complying Superannuation Fund in accordance with the Relevant Law.

Contribution Splitting Application means an application to roll over, transfer or allot an amount of contributions under Part 6, Division 6.7 of the SIS Regulations.

Corporations Act means the *Corporations Act 2001* (Cth).

Credited Interest means the interest rate or interest rates declared by the Trustee from time to time.

Custodian means a person appointed to provide custodial services in relation to the Fund.

Deed means this Deed and any Rules made under this Deed.

Defined Benefit Interest has the same meaning as under the SIS Regulations.

Defined Benefit Pension has the same meaning as under the SIS Regulations.

Dependant means in relation to a Member means:

- (a) the Spouse of the Member;
- (b) the Child of the Member;
- (c) any person who, in the opinion of the Trustee, is at the relevant time wholly or partially financially dependent on the Member; or
- (d) any other person who in the opinion of the Trustee is or was a dependant of the Member at the relevant time within the meaning of that term in the Relevant Law.

Directors means the directors or board of management for the time being of the Trustee.

Disclosure Document means any document issued by the Trustee offering participation or Membership in a Division in accordance with the requirements of the Relevant Law.

Division unless the context otherwise requires, has the same meaning as under clause 3.2 of this Deed.

Eligible Person means any person who is permitted to become a Member of the Fund pursuant to this Deed, including under clause 6.6.

Employee means a person in the employment of an Employer and who is:

- (a) a director or secretary (in the case of a corporation) of that Employer; or
- (b) classified by the Employer as an Employee for the purposes of this Deed;
- (c) a person who is an Employee of the Employer for the purposes of the Guarantee Act.

Employer means a company person, partnership, incorporated and unincorporated association, firm or any other legal entity which employs an Employee or a Member and in relation to an Employee or Member means the Employer of such Employee or Member.

Family Law Act means *Family Law Act 1975* (Cth).

Family Law Arrangement means an agreement, order or other arrangement made, or entered into, in relation to superannuation, under the *Family Law Act* or any related legislation.

Financial Year means a period of twelve months ending on 30 June or such other period of twelve months as the Trustee determines.

Full Participating Employer has the meaning given to it in Division 6.

Fund means the superannuation fund known as the HOSTPLUS Superannuation Fund established by Deed dated 8 February 1988 (as amended from time to time) and comprising the moneys, assets and property held by and for the Trustee upon the trusts of this Deed.

Fund Account means an account established by the Trustee under clause 8.2(a).

Fund Earning Rate has the meaning given in clause 8.3(a).

Fund Expenses the costs and expenses of, and incidental to the establishment, operation, management, administration, maintenance, investment and termination of the Fund (or any part of the Fund), including Taxation, insurance costs and any fees or charges in relation to the Fund imposed on, or paid by, the Trustee.

Fund Investment Pool means any pool of investments (including investment income) comprising assets held in respect of a particular Investment Option established by the Trustee.

Fund Year means a period of 12 months ending on 30 June, or such other period of 12 months ending on such other date as the Trustee may determine from time to time.

GST means any goods and services tax imposed by authority of any GST Law and includes GST within the meaning of the GST Act. This includes any replacement or subsequent similar tax.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee Act means the *Superannuation Guarantee (Administration) Act 1992* (Cth), any other legislation relating to the superannuation guarantee charge, and any regulations made under that Act.

Insured Benefit means the amount (if any) payable on the Member's death, Total and Permanent Disablement, Temporary Total Disablement, Terminal Illness or any other event which the Trustee has insured (as permitted by Relevant Law), under any Policy of insurance maintained by the Trustee for that Member.

Insurer means any insurer with whom the Trustee effects a Policy or Policies.

Internal Roll Over means the transfer of a Member's Benefit Entitlement from one Division of the Fund to another Division of the Fund or from one Sub-Plan of the Fund to another Sub-Plan of the Fund.

Investment Manager means a person appointed for the time being as an Investment Manager in accordance with clause 9.4.

Investment Option means an investment option established by the Trustee under clause 9.6.

Investment Transaction Cost in relation to a Unit means the cost of acquiring the Unit.

Local Super Sub-Plan means Division 4 of this Deed.

Maritime Division means Division 5 of this Deed.

Member means an Eligible Person who has been accepted as a Member of a Division of the Fund under clause 6.7, or otherwise clause 12, and who has not ceased to be a Member under clause 6.10, and Membership means Membership of a Division of the Fund.

Nominated Dependant means a person nominated in writing by a Member to the Trustee as the nominated beneficiary of a benefit, whether under a Binding Death Benefit Nomination or otherwise.

Normal Retirement Age means the age of 65 years or such other age not being less than the Preservation Age and as the Trustee with the consent of the Employer of that Member determines.

Officer means a Director, secretary or executive officer of the Trustee.

Old Benefit Member means a Member participating in the Local Super Sub-Plan, other than a Salarylink Member.

Operational Risk Financial Requirement has the meaning given in APRA Prudential Standard SPS 114.

Participating Employer means an Employer that by agreement with the Trustee is admitted to participation in the Fund under clause 6.1.

Pension means as the context requires:

- (a) a Benefit payable by instalment out of the Pension Account of a Member or Beneficiary; or
- (b) the instalment payable to or in respect of a Pensioner pursuant to Rule 5 or Rule 8 of Division 3; or
- (c) any other benefit or income stream payable from the Fund that is a Complying Income Stream.

Pension Account means the accounts established on behalf of each Member of Division 3 of this Deed, as described in clause 8.1.

Pension Standards means the standards under the SIS Regulations that must be satisfied in order for a benefit to be taken to be a pension for the purposes of the SIS Act.

Pensioner means a Member or Beneficiary who is entitled to receive or has applied to receive Benefits payable to the Member as a Pension and includes a Reversionary Beneficiary in receipt of a Pension.

Policy means any group policy of insurance issued to the Trustee by an Insurer under which Insured Benefits are payable to or in respect of Members.

Portability Request means a request made in accordance with the Relevant Law:

- (a) to the Trustee by a Member in writing to transfer an amount of a Member's Benefit to an Approved Benefit Arrangement; or
- (b) to the trustee, operator or provider of an Approved Benefit Arrangement by a person in writing to transfer an amount of that person's benefit in that Approved Benefit Arrangement into the Fund.

Power means a power, right, discretion, remedy, determination or authority of any nature and however arising (including a power or right to approve and a power which a person has a duty to exercise).

Preserved Payment means a payment made to the Fund by an Employer, Member or any other person or by transfer from an Approved Benefit Arrangement which is required to be preserved as provided for in this Deed or the Relevant Law in order for the Fund to be a Complying Superannuation Fund.

Preserved Payment Benefit means a Benefit arising from a Preserved Payment.

Regulator means, as the case requires, the Australian Prudential Regulation Authority (**APRA**), the Australian Securities and Investments Commission (**ASIC**), the Australian Taxation Office (**ATO**), the Australian Transaction Reports and Analysis Centre (**AUSTRAC**) or their successors State Revenue Offices of each Australian State and Territory or such other regulatory body responsible for administering the laws or any other rules governing superannuation or the availability of income tax concessions to superannuation entities.

Release Authority means a documented authority issued by the Commissioner of Taxation stating the amount of excess contributions tax that a Member of the Fund is liable to pay.

Relevant Law means:

- (a) the SIS Act and SIS Regulations;
- (b) the Corporations Act;
- (c) the Tax Act;
- (d) the Guarantee Act;
- (e) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
- (f) Stamp Duty Acts of each Australian State and Territory;
- (g) any other present or future law of Australia or a State or Territory of Australia which the Fund, this Deed, the Trustee, or a Participating Employer, Member or Beneficiary must comply with or satisfy to secure or better secure a concession or benefit for the Fund in respect of Taxation or to avoid, in the opinion of the Trustee, a penalty, detriment or disadvantage to the Fund, the Trustee or a Participating Employer, Member or Beneficiary;
- (h) any prudential standard, direction, instruction, ruling, guideline, licence or registration condition issued under Relevant Law or by a Regulator which the Trustee determines is required to be followed or complied with on the basis that non-compliance might result in the Fund ceasing to be a Complying Superannuation Fund or might result in a penalty, detriment or disadvantage to the Fund, the Trustee or a Participating Employer, Member or Beneficiary; and
- (i) any present or future law of Australia, a State or Territory of Australia or a foreign jurisdiction which the Trustee determines to be a Relevant Law for the purposes of this Deed.

Relevant Person has the meaning given in clause 12.2(a).

Retirement Savings Account has the same meaning as in the *Retirement Savings Account Act 1997* (Cth).

Reversionary Beneficiary means a Dependant nominated by a Pensioner and in default of a nomination by the Pensioner, a Dependant nominated by the Trustee who is eligible to receive a Benefit upon the death of a Pensioner.

Reversionary Pension means a Pension paid to a Reversionary Beneficiary.

Roll Over Payment means any payment made by or received by the Trustee at the request of a Member or former Member or in other circumstances which satisfy the Relevant Law to or from any Approved Benefit Arrangement.

Rules means the rules of each Division and Sub-Plan of the Fund, subject to any further definition of the term "Rule" as used in any Division or Sub-Plan.

SA Trustee Act means the *Trustee Act 1936* (SA).

Salarylink Member means a Member participating in the Local Super Sub-Plan, other than an Old Benefit Member.

Seafarers Division means Division 7 of this Deed.

Service means continuous service with an Employer and for the purpose of this definition an Employee's service will not cease to be continuous by reason of a transfer from the service of one employer to that of another employer where each of the employers concerned is one of a group of employers consisting of an Employer and subsidiary and associated Employers.

Service Provider means a person who is engaged by or on behalf of the Trustee to provide services in relation to the Fund, including (but not limited to):

- (a) actuarial services;
- (b) auditing services;
- (c) administration services;
- (d) investment management and advisory services; and
- (e) custodial services.

Shortfall Component has the same meaning as in the Guarantee Act.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth).

SIS Regulations means the *Superannuation Industry (Supervision) Regulations 1994* (Cth).

Spouse includes:

- (a) in relation to a person:
 - (i) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory for the purposes of section 22B of the *Acts Interpretation Act 1901*; and
 - (ii) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple,

provided that where there is more than one such person the Trustee will determine which one or more of them is deemed to be the Spouse, and, if more than one person is so deemed, the Trustee will determine the proportions in which the Benefit payable to the Spouse is to be divided between them; or

- (b) for the purposes of doing anything in connection with a Family Law Arrangement, a person who is legally married to the Member or the person presumed under the Family Law Act to be the Member's spouse.

Stevedores Division means Division 6 of this Deed.

Sub-Plan or **Sub-plan** means a segment of the Fund governed by Sub-Plan Rules applicable to that segment of the Fund and includes any sub-fund or sub-plan as those expressions are used in the Relevant Law.

Sub-Plan Rules mean written rules made by the Trustee for a Sub-Plan and designated by the Trustee to apply to that Sub-Plan.

Successor Fund Transfer means a transfer in accordance with Regulation 6.29(1)(c) of the SIS Regulations.

Superannuation Lump Sum has the same meaning as under the Tax Act.

Tax means all income tax, capital gains tax, payroll tax, land tax, excise tax, stamp duty, GST and any other taxes, or duties or any other levies, imposts, deductions and charges of whatever description and any related interest and penalties paid or payable by the Trustee on behalf of the Trust or, where applicable, by any Unitholders (including any amount charged by a supplier of goods or services or both to the Trustee in its capacity as trustee of the Trust (and for the avoidance of doubt excluding any amounts of GST charged to the Trustee in its own corporate capacity) by way of or as a reimbursement for GST).

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and the *Taxation Administration Act 1953* (Cth), as amended, and any regulations or transitional provisions issued under those Acts.

Temporary Total Disablement in relation to an Insured Benefit of a Member has the same meaning given to that term, or a similar term, in the applicable Policy effected by the Trustee with an Insurer in force at the time of the Temporary Total Disablement of the Member, satisfaction of which may entitle a Member to the payment of an Insured Benefit relating to their Temporary Incapacity, and the expression "Temporarily Totally Disabled" has a corresponding meaning.

Terminal Illness in relation to:

- (a) an Insured Benefit of a Member, has the same meaning given to that term, or a similar term, in the applicable Policy effected by the Trustee with an Insurer in force at the time of the Terminal Illness of the Member, satisfaction of which may entitle a Member to the payment of an Insured Benefit relating to a Terminal Medical Condition, and the expression "Terminally Ill" has a corresponding meaning; or
- (b) a Benefit other than an Insured Benefit, means a Terminal Medical Condition (as defined in the SIS Regulations).

Total and Permanent Disablement in relation to:

- (a) an Insured Benefit of a Member, has the same meaning given to that term, or a similar term, in the applicable Policy effected by the Trustee with an Insurer in force at the time of the Total and Permanent Disablement of the Member, satisfaction of which may entitle a Member to the payment of an Insured Benefit relating to their Permanent Incapacity and the expression "Totally and Permanently Disabled" has a corresponding meaning; or
- (b) a Benefit other than an Insured Benefit, means Permanent Incapacity (as defined in the SIS Regulations).

Trustee means the trustee for the time being of the Fund, whether original, additional or substituted.

Unclaimed Benefits means those Benefits described as unclaimed money under the Relevant Law.

Unit means the interest of a Member or Beneficiary under the Rules or in respect of a particular Fund Investment Pool.

Withdrawal Price means in relation to a Unit the value of the Unit determined under clause 17.5.

Withdrawal Transaction Costs means in relation to a Unit the cost of disposing of the Unit.

1.2 Interpretation

- (a) Unless a contrary intention appears;
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns;
 - (iv) a thing includes the whole and each part of it separately;
 - (v) a statute, regulation, code or other law or a provision of any of them includes:
 - (A) any amendment, substitution, modification, re-enactment or replacement of it; and
 - (B) another regulation or other statutory instrument made under it, or made under it as amended, substituted, modified, re-enacted or replaced; and
 - (vi) dollars means Australian dollars unless otherwise stated.
- (b) 'Amendment' includes an addition, variation, deletion and substitution.
- (c) 'For example' is only illustrative and means including without limitation.
- (d) 'Including' and similar expressions are not words of limitation.
- (e) 'May' confers absolute discretion on the person entitled to exercise a right or power conferred but does not infer any obligation to exercise that right or power.

- (f) 'Person' includes:
 - (i) an individual, a body corporate and any other person recognised at law;
 - (ii) a partnership, joint venture, and any other group or association; and
 - (iii) an authority.
- (g) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (h) Headings and any table of contents or index are for convenience only and do not form part of this deed or affect its interpretation.
- (i) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (j) Any power, right or discretion given under this deed, for example, the power to determine or agree, may be exercised:
 - (i) from time to time; and
 - (ii) generally or in any particular case.

1.3 SIS defined terms

Unless the context otherwise requires, an expression that is used in this Deed and capitalised, and that is defined or used in the SIS Act or the SIS Regulations has the same meaning in this Deed. These expressions include, but are not limited to: Binding Beneficiary Nominations, Constitutional Corporation, Eligible Rollover Fund, Gainfully Employed, Legal Personal Representative, MySuper Product, Non-Member Spouse, Preservation Age, Successor Fund, Terminal Medical Condition, Permanent Incapacity, Pooled Superannuation Trust and Temporary Incapacity.

1.4 Family Law defined terms

Unless the context otherwise requires, an expression that is used in this Deed and capitalised, and that is defined or used in the Family Law Act has the same meaning in this Deed. These expressions include, but are not limited to: flag lifting agreement, flagging order, interest, non-member spouse, splittable payment, splitting order, superannuation agreement and superannuation interest.

1.5 Severance

Any provision of this deed which:

- (a) is invalid in whole or in part; or
- (b) would need to be limited or read down in order to be valid;

is severed or limited or read down to the extent of the invalidity, but the remainder of the provision continues in full force and effect.

1.6 Proper Law

- (a) This Deed is governed and construed, and takes effect in accordance with the laws of Victoria.

- (b) The Trustee, Members, Beneficiaries and Employers will accept the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.
- (c) The provisions of section 35B of the SA Trustee Act shall not apply to this Deed or to the Fund.

1.7 Section 1 prevails over Rules

The provisions of Section 1 of this Deed prevail over the Rules in the respective Divisions to the extent of any inconsistency, unless the Rules specify otherwise.

2. Relevant Law

2.1 Deed subject to Relevant law

- (a) The provisions of this Deed are subject to the Relevant Law and:
 - (i) if there is any inconsistency between the provisions of this Deed and the Relevant law, the requirements of the Relevant Law prevail; and
 - (ii) if a provision of a Relevant Law is deemed to be or required to be included in this Deed to enable the Fund to qualify for concessional Taxation treatment or to satisfy any other requirement of the Regulator, that provision is included in this Deed for as long as required by the Relevant Law.
- (b) No provision of the Relevant Law will be deemed to be incorporated into this Deed under clause 2.1(a) if it would constitute a breach of the power granted by clause 14 to add to, amend, alter, modify, rescind or vary the Deed.

2.2 Compliance with Relevant Law

The Trustee is empowered to, and must, do or cause to be done all acts, matters and things which are necessary to comply with or satisfy the Relevant Law.

2.3 Failure to Comply with Relevant Law

The Trustee must not do, or omit to do, or cause or permit to be done or omitted, anything which would result in the Fund failing to comply with the Relevant Law and the Trustee must do all acts, matters and things which it considers necessary to prevent such a failure.

2.4 Direction or discretion of a third party

If a provision of this Deed would otherwise be invalid because it is inconsistent with the Relevant Law as it:

- (a) subjects the Trustee to a direction of another person; or
- (b) permits a person to exercise a discretion without the consent of the Trustee,

the Trustee's consent is required for the giving of the direction or the exercise of the discretion.

2.5 Pension Requirements

If the Trustee decides to issue a Pension, any requirement, standard or condition of the Relevant Law which must be satisfied in order for the Pension to qualify as a pension (or a particular type of pension) or annuity under the Relevant Law (**Pension Requirement**) is

deemed to be included in this Deed and will apply to the Pension for as long as the Relevant Law requires the Pension Requirement to be satisfied.

2.6 MySuper Product

- (a) If the Trustee is authorised and decides to offer a MySuper Product in the Fund, any requirement, standard or condition of Relevant Law which must be satisfied in relation to a MySuper Product (a **MySuper Requirement**) is deemed to be included in this Deed and will apply to the MySuper Product offered in the Fund for as long as the Relevant Law requires the MySuper Requirement to be satisfied in relation to a MySuper Product.
- (b) A MySuper Product offered in the Fund must have the following characteristics that are specified by section 29TC(1) of the SIS Act:
- (i) a single diversified investment strategy is to be adopted in relation to assets of the Fund, to the extent that they are attributed to that class of beneficial interest in the Fund; and
 - (ii) all Members who hold a beneficial interest of that class in the Fund are entitled to access the same options, benefits and facilities except to the extent that a benefit is provided by taking out risk insurance; and
 - (iii) amounts are attributed to Members in relation to their beneficial interest of that class in the Fund in a way that does not stream gains or losses that relate to any assets of the fund to only some of those Members, except to the extent permitted under a lifecycle exception (under section 29TC(2) of the SIS Act); and
 - (iv) the same process is to be adopted in attributing amounts to Members in relation to their beneficial interest of that class in the Fund, except to the extent that a different process is necessary to allow for fee subsidisation by Participating Employers or to comply with section 99G of the SIS Act (fee cap on low balances); and
 - (v) if fee subsidisation by a Participating Employer is permitted, that subsidisation does not favour one Member who holds a beneficial interest of that class in the fund and is an employee of a subsidising Employer over another such member who is an employee of that Employer; and
 - (vi) the only limitations imposed on the source or kind of contributions made by or on behalf of persons who hold a beneficial interest of that class in the Fund are those permitted under section 29TC(3) of the SIS Act; and
 - (vii) a beneficial interest of that class in the Fund cannot be replaced with a beneficial interest of another class in the Fund, unless:
 - (A) the person who holds the interest consents in writing to that replacement no more than 30 days before it occurs; or
 - (B) the person who holds the interest has died and the interest is replaced with a beneficial interest of another class in the Fund of a kind, and in the circumstances, prescribed by the SIS Regulations; and
 - (viii) a beneficial interest of that class in the Fund (the **old interest**) cannot be replaced with a beneficial interest (the **new interest**) in another superannuation entity unless:

- (A) the replacement is permitted, or is required, under a law of the Commonwealth; or
 - (B) the person who holds the old interest consents in writing to the replacement with the new interest no more than 30 days before it occurs; and
- (ix) to the extent that assets of the Fund are attributed to beneficial interests of that class, a pension is not payable out of those assets by the Trustee on the satisfaction of a condition of release of benefits specified in a standard made under section 31(2)(h) of the SIS Act by a person who holds a beneficial interest of that class, unless the payment is derived from a benefit of the kind mentioned in section 62(1)(b)(ii) of the SIS Act provided to the Fund by an Insurer; and
 - (x) no Member who holds a beneficial interest of that class in the Fund is precluded from holding a beneficial interest of another class in the Fund because of that fact; and
 - (xi) no Member is precluded from holding a beneficial interest of that class in the Fund because the Member holds a beneficial interest of another class in the Fund.

3. Trustee, Fund and Fund assets

3.1 Trustee

(a) Nature of the Trustee

The Trustee of the Fund must at all times be a Constitutional Corporation which is eligible to act as trustee of the Fund.

(b) Change of Trustee

A Trustee must immediately cease to act as Trustee of the Fund if it:

- (i) is placed in receivership or in liquidation;
- (ii) is disqualified from holding office as a trustee of a regulated superannuation fund by operation of the Relevant Law or if the Trustee is removed or suspended from office under the Relevant Law; or
- (iii) resigns as a Trustee of the Fund by giving written notice to the Regulator.

(c) Retirement of Trustee

If the Trustee has retired from office, the Trustee must do, sign and execute all things, papers, writings, documents, deeds and instruments as may be necessary to give proper effect to such retirement from office and to effect the transfer, assignment or vesting of the assets comprised in the Fund in the new Trustee.

(d) Appointment of Trustee

A Trustee of the Fund must be appointed in writing in accordance with the provisions of this Deed by the retiring Trustee provided that in the event that the retiring Trustee is unable or unwilling to do so, then the Regulator or the court will determine who will act as Trustee in accordance with the provisions of this Deed and the Relevant Law and will take such steps as are necessary to appoint the person to the office of Trustee.

(e) Trustee role as an Employer

Where, in this Deed:

- (i) there is a requirement for action to be taken by the Trustee with respect to an Employer or action to be taken by an Employer with respect to the Trustee (including a provision requiring agreement between the Trustee and an Employer); and
- (ii) the Trustee is the relevant Employer,

then the relevant action is deemed to have been taken when the Trustee resolves to take that action.

3.2 Fund**(a) Maintenance of Fund**

The Trustee agrees to maintain the Fund known as the HOSTPLUS Superannuation Fund which was established by trust deed dated 8 February 1988.

(b) Sections and Divisions within the Fund

The Trustee may from time to time establish and vary Sections and Divisions of the Fund and the Trustee may acquire certain assets or determine that certain assets are held in respect of a particular Division or in respect of particular Employers or Members of a particular Division.

(c) Divisions

- (i) The Fund is divided into the following Divisions:
 - (A) Division 1 – Employer Sponsored Division;
 - (B) Division 2 – Personal Division;
 - (C) Division 3 – Pension Division;
 - (D) Division 4 – HOSTPLUS Superannuation Fund – Local Super Sub-Plan;
 - (E) Division 5 – Maritime Division;
 - (F) Division 6 – Stevedores Division; and
 - (G) Division 7 – Seafarers Division.
- (ii) A Member may participate in more than one Division.
- (iii) Subject to the Rules, the Trustee may:
 - (A) resolve to establish classes of membership within a Division and may determine the rights, obligations and liabilities applying in respect of Members of the respective classes; and
 - (B) allocate Members to classes, transfer Members between classes and combine or terminate classes.

(d) Sub-Plans

- (i) The Trustee may in respect of any Division make or terminate a sub-plan for the Division (**Sub-Plan**) subject to any applicable rules of the Division or Sub-Plan that may apply.
- (ii) In making a Sub-Plan, the Trustee must have regard to all relevant matters, including whether there is a common factor in a segment of the Division (for example where there is a group of Members of the Division who have the same Employer).

(e) Rules

The Trustee may make Rules governing each Division or in respect of part of a Division or particular Employers or Members of a Division and those Rules may be amended or varied in the same manner as this Deed may be amended or varied.

(f) Application of Assets

The assets of the Fund are pooled (with Pension assets segregated for tax purposes) and may be used to meet the liabilities of the Divisions. Should the Trustee later decide that the assets comprised in each Division will only be applied for the purpose of that particular Division, then those assets will not be available to meet any liabilities in respect of the other Divisions of the Fund. For the avoidance of doubt, the assets supporting any Defined Benefit Interests within a Division, may only be used to meet the liability in relation to those Defined Benefit Interests of that Division.

(g) Constitution of New Division

The Trustee may establish other Divisions of the Fund by amending this Deed to include the Rules for that Division in Section 2- Divisional Rules.

(h) Badged Divisions

- (i) The Trustee may enter into arrangements with third parties (**Sponsors**) for the offer by the Sponsor of participation in a Division (the **Badged Division**).
- (ii) The Disclosure Document in respect of a Badged Division may, with the approval of the Trustee, carry the name of the Sponsor or name chosen by the Sponsor and approved by the Trustee for the Badged Division other than the name given to the relevant Division by this Deed.
- (iii) The provisions of this Deed apply to a Badged Division in the same manner as they apply to any other Division established under this Deed, unless the Rules relating to that Division expressly provide otherwise.

(i) Local Super Sub-Plan

- (i) The Local Government Superannuation Scheme continues in existence as the Local Super Sub-Plan of the Fund pursuant to clause 2(1)(b) of Schedule 1 of the Amendment Act.
- (ii) The Local Super Sub-Plan is governed by Sub-Plan Rules designated by the Trustee to apply to the Local Super Sub-Plan.
- (iii) The Local Super Sub-Plan provides Defined Benefit Interests for Members who are described as:

(A) “Salarylink Members”; and

(B) “Old Benefit Members”,

and no other Members or Benefit Entitlements are provided under the Local Super Sub-Plan.

- (iv) Each Salarylink Member and Old Benefit Member also has Membership of Division 1 to provide for their Benefit Entitlements from the Fund (if any) to the extent that they are not Defined Benefit Interests.
- (v) The Local Super Sub-Plan is closed to new Members.
- (vi) Employers of a Salarylink Member or Old Benefit Member participate in the Local Super Sub-Plan on the terms of the Sub-Plan Rules.

3.3 Fund assets

(a) Identification of assets of the Fund

The gross assets of the Fund consist of all the cash, investments and other property for the time being held by or on account of the Trustee upon the trusts of this Deed.

(b) Assets vested in Trustee

The Fund and its assets are vested in, and managed by the Trustee upon the terms and conditions and subject to the trusts, powers, authorities and discretions contained in this Deed.

(c) Segregation of assets

The Trustee may segregate (physically or notionally) particular assets of the Fund from other assets. For the avoidance of doubt, the Trustee may segregate (physically or notionally) assets referable to one class or category of Member (including Pensioners) from other assets for any reason the Trustee determines is appropriate.

(d) Valuation of assets of the Fund

At the end of each Fund Year or at such other time as the Trustee considers it appropriate or as the Relevant Law requires, the Trustee will make a valuation of all assets of each Division (including the value of any Policy held by the Fund) at that date and will determine whether there is a surplus or deficiency which it is equitable to transfer to the Investment Account, and the value so determined in respect of each asset will then be reflected in the balance sheet and other accounts of each Division (if applicable) and of the Fund.

4. Trustee’s Powers

4.1 General Powers

Except as otherwise provided in this Deed, the Trustee has complete management and control of the Fund and may, without limitation, exercise all the Powers of a natural person beneficially owning the Fund assets in order to:

- (a) properly administer and maintain the Fund;
- (b) exercise any Power; and

(c) perform its duties.

4.2 Specific Powers

The Trustee's Powers under clause 4.1 include the Powers to do the following things, subject to this Deed:

(a)	Claims	to settle, compromise or submit to arbitration any claims, matters or things relating to this Deed or the rights of Members, former Members or Beneficiaries;
(b)	Proceedings	to commence, carry on or defend proceedings relating to the Fund or to the rights of Members, former Members or Beneficiaries and to commence, carry on or defend legal proceedings in order to recover damages against any person arising out of any loss suffered by any Member or former Member or Beneficiary as a result of any negligence, default, omission, breach of duty or breach of the terms of this Deed, and the Trustee may abandon, settle, compromise or release any such legal proceedings;
(c)	Borrow	to borrow money and to secure the repayment of it in any manner and upon any terms (including with or without security) the Trustee decides;
(d)	Insurance	to insure or reinsure any risks, contingencies or liabilities of the Fund with any insurer, mortgage insurance company, reinsurance company or superannuation fund;
(e)	Underwriting	to underwrite or sub-underwrite any risks, contingencies or liabilities under any superannuation arrangement conducted by an Employer where there is an agreement for a transfer of Employees to the Fund;
(f)	Purchase annuities	to purchase an annuity from an Insurer in order to provide all or a part of the Pension payable in respect of a Member and any such annuity will be in the name of the Trustee or, if the Trustee determines, in the name of the former Member;
(g)	Appoint Service Providers	to appoint and dismiss Service Providers and advisers in relation to the management, investment, administration or conduct of the Fund, and act on the advice of any person so retained and to pay their fee or remuneration;
(h)	Fund Expenses	to pay out of the Fund all costs, expenses and outgoings (including Taxation or amounts paid to satisfy any Release Authority) of and incidental to the management, investment and administration of the Fund and to pay out of the Fund the professional fees (if any) in respect of the provision of its services as Trustee of the Fund;

(i)	Indemnities	to indemnify any person, company, government or institution in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund subject to the Relevant Law;
(j)	Releases	to provide a full or partial release to any person, company, government or institution in respect of any matters which have arisen or may arise as a result of an association, involvement or Membership of the Fund by that person;
(k)	Chairpersons	to appoint a person as chair of meetings of the Trustee and any other obligations which the Trustee vests in the person and, if required, to pay a fee or remuneration to such person in respect of such position;
(l)	Professional Indemnity Insurance	to insure and keep insured as it sees fit any liability of the Trustee or any Directors or Officers of the Trustee or the liability of the Fund to indemnify or reimburse the Trustee or its Directors or Officers pursuant to clause 5.2;
(m)	Reserves	to maintain reserves in respect of a Division or the Fund;
(n)	Agreement	to enter into such agreements or enforce any agreement that benefits Members of a Division;
(o)	Compliance activities	to undertake any action which would or may have the effect of committing the Trustee to conduct the Fund at all times as a Complying Superannuation Fund;
(p)	Modifications and exemptions	to seek modifications of or exemptions from the application of the Relevant Law to the Fund if it results in the Trustee being relieved from complying with any provision of the Relevant Law in respect of which an exemption or a modification has been granted;
(q)	Marketing and promoting the Fund	to market, promote and advertise the Fund, including by engaging in any Activity which the Trustee determines: (1) will promote the concept of superannuation and industry superannuation funds generally, and the Fund specifically, in order to limit the reduction in the level of Membership, to increase the level of Membership or for any other purpose which the Trustee believes is in the best interests of the Members; and (2) protect the Contributions base or Membership base of the Fund and which the Trustee believes is in the best interests of Members, provided that the Trustee determines that the Activity is in the best interests of the present and future

		Membership of the Fund, and that the expense of the Activity is reasonable having regard to the likely benefits to the present and future Membership, and that the expense of the Activity is reasonable having regard to the total value of the assets of the Fund (and for the purposes of this provision "Activity" means any act directly or indirectly related to or incidental to the marketing, promoting, advertising or educating of any person or the creation of awareness in or for any person);
(r)	Rules and procedures	to make rules and adopt policies and procedures in relation the Fund and its management and operation;
(s)	Contributions, rollovers and transfers	to refuse to accept: (1) a contribution, rollover or transfer into the Fund; or (2) an application to make a contribution, rollover or transfer into the Fund;
(t)	Rebates	to rebate any fees or income received by it to Members in such proportions pursuant to the Relevant Law as it sees fit;
(u)	General	to do all acts and things as the Trustee may consider necessary or expedient for the administration, maintenance and preservation of the Fund and in the performance of its obligations under this Deed; and
(v)	Anything necessary	to do anything that is necessary or incidental to the exercise of any Power by the Trustee.

4.3 Exercise of Trustee Powers

All the powers and discretions conferred upon the Trustee or any Director by this Deed or by law may be exercised notwithstanding that the Trustee or any Director may have a direct, indirect or personal interest (whether as a shareholder, director, member or partner of any company, organisation or partnership) in the result of exercising such power or discretion or may benefit directly or indirectly as a result of the exercise of any such power or discretion.

4.4 Trustee Discretion

The Trustee in the exercise of the trusts, authorities, powers and discretions conferred on it by this Deed will have an absolute and uncontrolled discretion as to the manner, mode and timing of exercise.

4.5 Trustee Delegation

The Trustee may delegate to any person or committee any of the powers, duties and discretions conferred on it under this Deed (including a power to sub-delegate).

4.6 Trustee Direction

Except as provided by the Relevant Law, the Trustee will not be subject to direction by any person in the exercise of any of its powers except:

- (a) the Trustee may consult a committee;
- (b) the Trustee may from time to time establish and appoint persons to committees and/or working parties for the purposes of such matters as the Trustee considers fit and on such terms as it thinks fit;
- (c) any such committee or working party will be entitled to give advice on those matters required by the Trustee; and
- (d) the Trustee may but will not be bound to act on the advice of any such committee or working party.

4.7 Exercise of Trustee's rights

All powers, rights, decisions, discretions, appointments and other authorisations of whatsoever nature or kind conferred on the Trustee by, under or for the purposes of this Deed may be fully and effectively exercised by or on behalf of the Trustee by resolution of its Directors in accordance with its constitution or by any person or persons having the authorisation of such Directors to act on their behalf.

4.8 Fund Expenses

- (a) All Fund Expenses will be paid from the Fund, subject to:
 - (i) clause 5.2;
 - (ii) any specific provision of the Rules which provides that a Fund Expense is to be satisfied other than by being paid from the Fund;
 - (iii) any agreement between the Trustee and a Participating Employer in relation to how a Fund Expense is to be satisfied.
- (b) The Trustee may determine that Fund assets referable to a particular Division, Sub-plan or other part of the Fund will only be applied to Fund Expenses referable to that Division, Sub-plan or other part of the Fund.

4.9 Fees

- (a) **Fees Determined at Discretion of Trustee**
 - (i) The fees charged by the Trustee will be determined from time to time by the Trustee.
 - (ii) A charge for the supply of information of an amount not exceeding the reasonable cost of giving the information may be required by the Trustee to be paid by the person requesting the information, or any other person.
 - (iii) Notwithstanding any provisions in the Deed to the contrary, the Trustee may (but is not obliged to) charge different levels of fees to prescribed classes of Members or Employers as it determines in its discretion.

- (b) **Family Law fees**

In addition to any fees the Trustee may determine pursuant to clause 4.9(a), the Trustee may:

- (i) charge reasonable fees in respect of implementing, giving effect to or doing anything else in relation to a Family Law Arrangement, including the provision of

information requested under an application under the *Family Law Act 1975* (Cth) for information about a superannuation interest; and

- (ii) determine who the fee is payable by (including a person who is not a Member or Beneficiary).

4.10 GST

- (a) Unless otherwise defined in this Deed, terms used in this clause 4.10 have the meanings given to those terms in the GST Act.
- (b) Unless expressly stated otherwise, the fees and any other amounts which are payable to the Trustee under any other provision of this Deed are exclusive of GST.
- (c) if the Trustee is liable to pay GST in respect of any supplies it makes under or in connection with this Deed then:
 - (i) in addition to any fees or other amount to which the Trustee is entitled, the Trustee is entitled to recover or be paid from the Trust Assets (by way of increased fee or otherwise), at the same time as the fees or other amount, an additional amount equal to the amount of that GST liability; and
 - (ii) the Trustee will issue a tax invoice for such supplies no later than the time at which the Trustee recovers or is paid the additional amount referred to in clause 4.10(c)(i) from the Trust Assets, or otherwise receives the consideration for the supply.
- (d) If the GST payable in relation to a supply made under or in connection with this Deed varies from the additional amount recovered or paid from the Trust Assets under clause 4.10(c)(i) in respect of that supply, then the Trustee will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from the Trust Assets (as appropriate). Where there is an adjustment event the Trustee must issue an adjustment note as soon as practicable after becoming aware of the adjustment event.
- (e) Any payment or reimbursement required to be made under this Deed for an Expense or other amount paid or incurred by the Trustee will be limited to the total Expense or amount less the amount of any input tax credit to which the Trustee is entitled for the acquisition to which the Expense or amount relates.

4.11 Risk Premium Charge

- (a) Subject to sub-clauses 4.11(b) and (c), the Trustee is entitled to charge an annual fee to hold on its own account against the risk of acting as trustee of the Fund and other RSEs (Risk Premium Charge) which, will be an amount equal to 0.03% of the RSE NAV on the last day of the previous financial year.
- (b) The Risk Premium Charge will be deducted from the assets of the Fund in the manner and at the times as determined by the Trustee from time to time, and will be paid to the Trustee, subject to:
 - (i) such determination being made in the best financial interests of beneficiaries of the Fund; and
 - (ii) such determination being fair and equitable as between classes of beneficiaries of the Fund, and as between beneficiaries within a class.

- (c) A deduction of Risk Premium Charge under clause 4.11(b) may only be made to the extent that at the date of the deduction, the balance of the Risk Premium Reserve does not exceed:
- (i) 0.06% of the RSE NAV on the last day of the previous financial year; or
 - (ii) such amount, if any, as may be required by or under the Corporations Act or the SIS Act requires, or as a Regulator directs the Trustee to hold as Risk Premium Reserve;
- whichever is greater.
- (d) The Trustee may determine to:
- (i) despite anything in this clause 4.11, reduce, waive, postpone or suspend the charging of the Risk Premium Charge (or any part of it) in relation to the Fund as a whole, or a class or classes of beneficiaries, or a particular beneficiary, for such period as it determines; and/or
 - (ii) accept any refund or rebate of the Risk Premium Charge in relation to the Fund as a whole, or a class or classes of beneficiaries, or a particular beneficiary;
- provided this is in the best financial interests of the beneficiaries of the Fund, and is fair and equitable as between classes of beneficiaries of the Fund, and as between beneficiaries within a class.
- (e) The Trustee must reduce or suspend the charging of the Risk Premium Charge, in relation to the Fund as a whole, or a class or classes of beneficiaries, or a particular beneficiary as the Trustee considers appropriate, if and to the extent to which the Trustee is:
- (i) directed to do so in writing by a Regulator, including pursuant to any prudential standard made under the SIS Act; or
 - (ii) ordered to do so by a court, pursuant to a proceeding in which the Trustee is a party.
- (f) The Trustee must notify beneficiaries at least annually, of the amount of the Risk Premium Charge:
- (i) charged directly to a beneficiary's account; or
 - (ii) otherwise, indirectly borne by the beneficiary (for example, by being deducted from the value of the beneficiary's investments or paid out of Fund reserves).
- (g) The Trustee must make available to beneficiaries, at least annually, information on:
- (i) the balance of the Risk Premium Reserve as at the end of the previous financial year;
 - (ii) net earnings (if any) on the Risk Premium Reserve over the previous financial year;
 - (iii) any payments made into the Risk Premium Reserve in the previous financial year;
 - (iv) any payments made from the Risk Premium Reserve in the previous financial year; and

- (v) details of the contravention giving rise to the penalty comprising the liability where applicable.
- (h) For the avoidance of doubt the payment of the Risk Premium Charge under this clause 4.11 is treated as the payment of a Fund Expense and does not limit the Trustee's right to reimbursement under clause 4.8 or the Trustee's right of indemnity under clause 5.2.
- (i) In this clause 4.11:
 - (i) **NAV** means the net value of the Fund determined by the Trustee after subtracting all Fund Expenses from the total value of all property and other assets of the Fund.
 - (ii) **Risk Premium Reserve** means the net tangible assets held by the Trustee in its personal capacity, and not as trustee of the Fund, against the risk of acting as trustee of the Fund and other RSEs.
 - (iii) **RSE** means a registrable superannuation entity under the SIS Act.
 - (iv) **RSE NAV** means the NAV of the Fund and the net value of the assets less liabilities of any other RSE for which the Trustee acts as trustee, without any double counting.

5. Liability and Indemnity

5.1 Liability of Trustee

(a) Liability of Trustees, Directors and Officers

To the extent that is permitted by the Relevant Law, the current and former Trustee and each current and former Officer of the Trustee is exempted from any liability incurred while acting as Trustee or Officer of the Trustee (as the case may be).

(b) Loss, Default, bona fide acts, mistake

Without limiting the exemption from liability under clause 5.1(a), the Trustee will not incur any liability for:

- (i) any loss suffered by the Fund or suffered by any Member or any person having at any time an interest in the Fund;
- (ii) any act or default of any former Trustee or any Director or Officer of a former Trustee, of any Member or of any agent employed in good faith by the Trustee;
- (iii) any acts done or omitted to be done which any person reasonably believed to be in conformity with any decision of the Trustee; or
- (iv) any mistake or determination or erroneous decision that potentially exposes the Trustee to any claim, action, suit or demand at the instance of any Member or of any person having an interest in the Fund at any time.

(c) Trustee not liable for wrongdoing of Custodian

The Trustee is not be liable for any act, omission, error, negligence or breach of trust by any Custodian.

(d) Antecedent Breach by Trustee

Nothing in this Deed will relieve a Constitutional Corporation which ceases to be Trustee from liability for any prior breach of trust for which it would otherwise be liable.

5.2 Indemnity of Trustee**(a) Indemnity and Lien**

To the extent that is permitted by the Relevant Law, the current and former Trustee and each current and former Officer of the Trustee is indemnified out of the Fund against all liabilities (including Fund Expenses) incurred by it or them in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in it or them under this Deed or at law, and the Trustee may use the moneys representing the assets of the Fund for the purpose of this indemnity.

(b) Circumstances in which indemnity applies

The indemnity in clause 5.2(a) extends (but is not limited) to:

- (i) any payments made in good faith to any person whom the Trustee, believed in good faith to be rightly entitled although it was later found that the person was not entitled;
- (ii) the circumstances where the Trustee acts upon the opinion or advice of or statement of barristers or solicitors who are instructed by the Trustee or any bankers, accountants, brokers, investment advisers or other persons believed by the Trustee in good faith and upon reasonable grounds to be expert in relation to the matters upon which they are consulted;
- (iii) the circumstances of the failure of any person or corporation to carry out any agreement made with the Trustee and to the circumstances of any act or omission on the part of such person or corporation; and
- (iv) the circumstances where an agent or servant employed in good faith by the Trustee becomes insolvent or commits an act of bankruptcy or any fraudulent or negligent act.

6. Participation and Membership**6.1 Application to become a Participating Employer**

An Employer who is eligible to participate under the Rules of a Division may apply for participation in that Division by completing and signing (which may be done by electronic means) an application, including a benefit specification (if any), in the form stipulated by the Trustee.

6.2 Acceptance of Employer application

- (a) On acceptance by the Trustee of an application by an Employer, the Employer will sign or execute (which may be done by electronic means) such agreements or acknowledgements as the Trustee may require in such form as the Trustee and the Employer agree.

- (b) Upon the date agreed by the Trustee and Employer or, if there is no such date, on acceptance of the duly signed or executed application by the Trustee, the Employer will become a Participating Employer and this Deed together with that application (as amended in accordance with this Deed) will become binding on the Participating Employer and that Participating Employer's employees who become Members.
- (c) The terms and conditions contained in the application by the Employer override inconsistent provisions of this Deed to the extent of the inconsistency.

6.3 Termination of Participating Employer's contributions

(a) Circumstances of Cessation

A Participating Employer ceases to be a Participating Employer and contributions to the Fund will terminate from that Participating Employer on the date that:

- (i) a deed of appointment placing the Participating Employer in receivership or under official management is executed by the appointor of that receiver or manager;
- (ii) a resolution of its shareholders or an order of a court places the Participating Employer in liquidation; or
- (iii) the Participating Employer permanently terminates its contributions to the Fund by written notice in writing to the Trustee.

(b) Exercise of Powers of Participating Employer

If the Participating Employer ceases to be a Participating Employer, the powers and discretions vested in the Participating Employer under this Deed immediately terminate and will only be exercisable as the Trustee determines.

(c) Employees not to be Admitted

No Employee of a Participating Employer will be admitted as a Member in connection with that Participating Employer, where the Participating Employer's contributions in respect of its Employees have been terminated under clause 6.3(a).

(d) Benefits Held for Members

In the event that contributions by a Participating Employer cease in the circumstances described in clause 6.3(a), then all money not already allocated will be allocated by the Trustee to the Member's Accumulation Accounts as the Trustee directs. The Member remains a Member of Division 1 of the Deed unless the Trustee otherwise decides.

(e) Partial Termination

If the Participating Employer terminates its contributions to the Fund in respect of Members for whom it has been contributing, the Trustee will, unless another Participating Employer agrees to continue the contributions in respect of those Members, deal with all moneys relating to those Members as specified in clause 6.3(d).

6.4 Transfer of Participating Employer's Business

If a Participating Employer (the Former Employer) is amalgamated with or transfers its undertaking to another Participating Employer (the New Employer), contributions are not

deemed to have terminated and the New Employer may make future contributions in respect of those Members.

6.5 Reconstruction or Amalgamation of a Participating Employer

If a Participating Employer is reconstructed, goes into liquidation for the purpose of reconstruction, is merged or amalgamated with another employer or transfers all or the majority of its undertaking, the Trustee may deal with the interests of Members in any one or more of the following ways:

(a) **Deed of Adoption**

Enter into a deed of adoption with its successor as a Participating Employer with the object of carrying on a Complying Superannuation Fund on such terms and conditions as the Trustee considers to be reasonable and which protects the interests of the Members.

(b) **Transfer Assets**

Retain the assets on the basis the Members continue to remain as Members of a Division of the Fund, or transfer some or all of the Benefits of Members who were Employees of the former Participating Employer to a Complying Superannuation Fund subject to clause 12.1.

(c) **Continue Fund**

Continue to operate the Fund for the benefit of any Members still employed by the former Participating Employer.

6.6 Nominations and Applications for Membership

- (a) A Participating Employer will nominate to the Trustee those of its Employees as it decides to become Members of the Fund.
- (b) The Trustee may at its sole discretion determine to admit an applicant who is a Spouse of a Member to Membership of the Fund. An applicant who is admitted to the Fund pursuant to this clause 6.6(b) will be required to complete an application for Membership in accordance with clause 6.6(c).
- (c) A person who is eligible under the Rules of a Division to apply for Membership of that Division may apply for Membership of that Division by:
- (i) completing and signing an application, including the selected benefit specification (if any), in the form prescribed by the Trustee;
 - (ii) lodging the application:
 - (A) at the registered office of the Trustee; or
 - (B) at any other places at which the Trustee accepts applications;
 - (C) by sending it by email to the email address supplied by the Trustee for such purposes; or
 - (D) by using any other method (including by on-line lodgement through a secure on-line portal) which the Trustee permits.

6.7 Admission to Membership

- (a) Upon receipt of a nomination or application for Membership in accordance with clause 6.6, the Trustee may determine to admit the Employee, Spouse of a Member or other Eligible Person to Membership of the Fund.
- (b) The Member is deemed to have joined the Fund on a date determined by the Trustee or, where the Trustee makes no such determination, on the date on which the completed application for Membership is received or is deemed to have been received, provided that the Trustee may grant such additional period of Membership for any Member as it determines in its absolute discretion.
- (c) The Trustee may impose such conditions on an applicant's admission and the rights and duties of the Member as it determines and may limit and impose conditions upon Benefits as it sees fit and the Trustee may remove or vary all or any of the aforesaid conditions at any time.
- (d) Upon admission to Membership of the Fund, the Member will be bound by this Deed.

6.8 Membership arising from a Family Law Arrangement or Contribution Splitting Application

- (a) A person may participate in the Fund, subject to the approval of the Trustee and any term or condition imposed by the Trustee, if the Trustee decides to make a person a Member as a result of the splitting of another Member's interest in the Fund in accordance with a Family Law Arrangement or giving effect to a Contribution Splitting Application.
- (b) For the purpose of giving effect to any Family Law Arrangement in respect of a "defined benefit interest" (as defined in the *Family Law (Superannuation) Regulations 2001* (Cth)), the Trustee must not reduce the benefit payable to any member of the Fund (as "member" is defined in Part VIII B of the Family Law Act) other than the Member whose interest is subject to the Family Law Arrangement unless required or permitted to do so under the Relevant Law.
- (c) Where the Trustee creates an interest in the Fund, pursuant to clause 6.8(a) of the Deed, the Trustee may, in the case of a Member of the Stevedores Division, make (where applicable) any adjustment the Trustee in its absolute discretion deems necessary to a Member's Fund Service Weeks (as that term is described in Division 6), following the creation of a new interest in respect of the non-member spouse or the payment of their interest from the Fund.

6.9 Membership arising from receipt of contribution from an Employer

A person may become a Member of the Fund, subject to the Relevant Law and the approval of the Trustee and any term or condition imposed by the Trustee, if the Trustee, in its absolute discretion, decides to make the person a Member as a result of receiving a contribution in respect of the person from an Employer, whether or not the person has submitted an application for Membership.

6.10 Cessation of Membership

Subject always to the Trustee's power under clause 6.7(b) to grant an additional period of membership to any Member, a person will cease to be a Member of the Fund upon the earliest to occur of the following:

- (a) the date upon which payment of all the Member's Benefits is made to the Member or to an Approved Benefit Arrangement on behalf of the Member;
- (b) the death of the Member;
- (c) the date on which Unclaimed Benefits in respect of a Member are paid to the Regulator;
- (d) the date when Benefits payable to or on behalf of a Member cease to be payable; or
- (e) such date as the Trustee reasonably determines,

provided that where a Policy providing disablement benefits has been effected in respect of the Member, that Member will remain a Member for such period following resignation, dismissal or retirement from being Gainfully Employed as the Trustee determines.

6.11 Employer's powers not prejudiced

Nothing in this Deed affects the powers of an Employer with regard to the remuneration, terms of employment or dismissal of an Employee or any other dealings between an Employer and its Employee. The existence or cessation of any actual prospective or possible Benefit under the Fund will not be grounds for claiming or increasing damages in any action brought against an Employer in respect of any termination of employment or otherwise.

6.12 Disclosure Document

The Trustee may offer a beneficial interest in the Fund or a Division only by way of a Disclosure Document.

7. Provision and disclosure of information

7.1 Members and Beneficiaries to Provide Information

- (a) Each applicant for Membership, each Member, and any Beneficiary will, when requested by the Trustee provide any information as the Trustee requires in connection with the Fund, and will submit to medical examinations as required by either the Trustee or an Insurer by a registered medical practitioner who is acceptable to the Trustee or Insurer, as relevant.
- (b) Where a Member or Beneficiary fails to comply with clause 7.1(a), the Trustee may suspend the acceptance of any contributions in respect of that Member or withhold any Benefits in respect of that Member or Beneficiary or impose conditions on the Membership of that person.

7.2 Incorrect or Misleading Information

Where a Member or Beneficiary furnishes information required by the Trustee which affects or is likely to affect the Benefits payable to or in respect of a Member or Beneficiary and the information supplied is incorrect or misleading or is deliberately withheld, the Trustee may alter or amend the Benefits to amounts that would have applied had full and accurate information been supplied.

7.3 Information for Trustee

- (a) When requested by the Trustee, an Employer will give to the Trustee all information in its power or possession which may in the opinion of the Trustee be necessary or expedient for the management and administration of the Fund. The Trustee may act

upon any information given to it by an Employer pursuant to this Deed and will not be required to verify that information other than when required to do so to meet the requirements of the Relevant Law.

- (b) The Employer will advise the Trustee when a Member has ceased to be an Employee.

8. Accounts

8.1 Accounts

- (a) Subject to clause 8.5 and Rule 4.2 of Division 3, the Trustee:
- (i) must establish an Accumulation Account or Pension Account in respect of each Member; and
 - (ii) may establish sub-accounts (including notional sub-accounts) in respect of any Accumulation or Pension Account.

(b) Credits to Accumulation Accounts

The following amounts will be credited to the appropriate Accumulation Account:

- (i) any amount paid into the Fund in respect of the Member as a transfer or a Roll Over Payment which the Trustee considers it appropriate to credit;
- (ii) any contributions made in respect of the Member by the Member or the Member's Spouse;
- (iii) any contributions made in respect of the Member by the Employer;
- (iv) the proceeds of any Policy effected by the Trustee in respect of a Member;
- (v) the proceeds of any annuity effected by the Trustee in respect of a Member;
- (vi) investment earnings at the applicable Fund Earning Rate(s) (if positive);
- (vii) any amounts transferred from the Pension Account of a Member;
- (viii) any Shortfall Component paid in respect of the Member;
- (ix) such other contributions made in respect of the Member and permitted under this Deed or the Relevant Law;
- (x) the benefit of any tax offset or rebates obtained by the Fund; and
- (xi) such other amounts as the Trustee determines from time to time and as permitted by the Relevant Law.

(c) Debits to Accumulation Accounts

The following amounts will be debited to the appropriate Accumulation Account:

- (i) any amount paid out of the Fund in respect of the Member as a transfer or a Roll Over Payment which the Trustee considers it appropriate to debit;
- (ii) any other Benefit payments made to or in respect of the Member other than payments from a Pension Account;
- (iii) the costs of any annuity effected by the Trustee in respect of the Member;

- (iv) the costs of any Policy effected by the Trustee;
- (v) such proportion of any amount payable by way of Taxation in respect of contributions or any Shortfall Component paid to the Fund or earnings of the Fund credited to the Accumulation Account or arising as a result of a Roll Over Payment as the Trustee may determine;
- (vi) investment earnings at the applicable Fund Earning Rate(s) (if negative);
- (vii) any amount credited to the Pension Account of a Member;
- (viii) any amount of Taxation attributable to the Member;
- (ix) any amount paid in satisfaction of a Release Authority given to the Trustee for payment of an excess contributions tax assessment;
- (x) where a Member owes money to the Fund, a sum equivalent to the money owing; and
- (xi) such other amounts as the Trustee determines from time to time as permitted by the Relevant Law.

(d) Credits to Pension Accounts

The following amounts will be credited to the appropriate Pension Account:

- (i) any amount paid into the Fund in respect of the Pensioner as a transfer or a Roll Over Payment which the Trustee considers it appropriate to credit for the establishment of a Pension;
- (ii) any amount transferred or rolled over from the Pensioner's Accumulation Account for the establishment of a Pension;
- (iii) the proceeds of any Policy effected by the Trustee in respect of a Pensioner which the Trustee considers it appropriate to credit for the establishment of a Pension;
- (iv) the proceeds of any annuity effected by the Trustee in respect of a Pensioner which the Trustee considers it appropriate to credit for the establishment of a Pension;
- (v) investment earnings at the applicable Fund Earning Rate(s) (if positive);
- (vi) the benefit of any tax offset or rebates obtained by the Fund; and
- (vii) such other amounts as the Trustee determines from time to time and as permitted by the Relevant Law.

(e) Debits to Pension Accounts

The following amounts will be debited to the appropriate Pension Account:

- (i) any other Benefit payments made to or in respect of the Member;
- (ii) any Commutation Amount paid or applied by the Trustee in respect of the Pension;

- (iii) any amount paid in respect of the Pension pursuant to a Commutation Authority and not otherwise debited to the Pension Account;
- (iv) any amount paid out of the Fund in respect of the Member as a transfer or a Roll Over Payment which the Trustee considers it appropriate to debit;
- (v) the costs of any annuity or Policy effected by the Trustee in respect of the Member;
- (vi) investment earnings at the applicable Fund Earning Rate(s) (if negative);
- (vii) any amount of Tax attributable to the Pensioner;
- (viii) any amount paid in satisfaction of a Release Authority given to the Trustee;
- (ix) where a Pensioner owes money to the Fund, a sum equivalent to the money owing; and
- (x) such other amounts as the Trustee determines from time to time as permitted by the Relevant Law.

8.2 Other Accounts

(a) Fund Accounts

- (i) Without limiting any of the Trustee's powers under clause 4, the Trustee may establish and maintain one or more accounts for the purpose of reserving money or other assets of the Fund to meet actual or anticipated Fund Expenses and other contingencies, or for any other purpose which the Trustee considers would be served by establishing or maintaining such an account (**Fund Account**). Clauses 8.2(b) to 8.2(f) require the Trustee to establish particular accounts, but this does not limit the additional accounts (**Additional Fund Accounts**) that may be established under this clause 8.2(a), which gives the Trustee a general power to establish Fund Accounts.
- (ii) The Trustee may:
 - (A) credit and debit an Additional Fund Account with any amount and in any manner it considers appropriate, including with investment earnings at the Fund Earning Rate or any part thereof, on a periodic basis (by credit or debit, as the case may require);
 - (B) use an Additional Fund Account to meet actual or anticipated Fund Expenses or other contingencies;
 - (C) adopt any method or policy (including unit pricing) it determines to:
 - (1) calculate the investment return or changes in capital value which it may then credit or debit to an Additional Fund Account; or
 - (2) allocate actual and anticipated Fund Expenses to an Additional Fund Account.
- (iii) Whilst any moneys are held in an Additional Fund Account, they will not form part of any Accumulation Account or Pension Account and any income earned by the Fund on the moneys held in that Additional Fund Account will be credited to that Additional Fund Account.

(b) **Insurance Account**

- (i) Without limiting clause 8.2(a) above, the Trustee will establish and maintain an account, known as the Insurance Account (**Insurance Account**).
- (ii) Amounts credited to the Insurance Account may include:
 - (A) such amount per Member per week as the Trustee considers necessary in order to provide an Insured Benefit;
 - (B) any rebate received by the Trustee under any Policy;
 - (C) the proceeds of any Policy effected by the Trustee in respect of a Member or Beneficiary and paid to the Trustee which the Trustee considers it appropriate to credit; and
 - (D) such other amounts the Trustee determines from time to time.
- (iii) Amounts debited from the Insurance Account may include:
 - (A) the proceeds of any Policy transferred to the Accumulation Account;
 - (B) the costs of any Policy effected by the Trustee in respect of the Member or Beneficiary subject to clause 8.2(d)(iii)(B) below; and
 - (C) such other amounts the Trustee determines from time to time.

(c) **Investment Account**

- (i) Without limiting clause 8.2(a) above, the Trustee will establish and maintain an account, known as the "Investment Account" (**Investment Account**).
- (ii) Amounts credited to the Investment Account may include:
 - (A) all income and profits of each year, and profits of the Division or the Fund will include any surplus arising from a valuation undertaken at any time during the year in accordance with clause 3.3(d);
 - (B) the proceeds of any Policy effected by the Trustee where the Trustee determines that it should not be credited to an Account; and
 - (C) such other amounts the Trustee determines from time to time.
- (iii) Amounts debited from the Investment Account may include:
 - (A) any loss sustained on the disposal of any investments of the Fund;
 - (B) any costs or charges incurred which are not debited to an Account;
 - (C) the cost of any Policy effected by the Trustee where the Trustee determines that it should not be debited to an Account;
 - (D) any deficiency arising from a valuation undertaken of Fund assets;
 - (E) any amount payable or which may become payable by way of Taxation in respect of contributions, Shortfall Components and income and profits of the Fund which are not debited to an Account as the Trustee determines to be equitable;

- (F) an allocation of investment earnings at the applicable Fund Earning Rate to a Member's Account; and
- (G) such other amounts the Trustee determines from time to time (including any amount required to be debited to comply with Relevant Law).

(d) **Operations Account**

- (i) Without limiting clause 8.2(a) above, the Trustee will establish and maintain an account, known as the "Operations Account" (**Operations Account**).
- (ii) Amounts credited to the Operations Account may include:
 - (A) all fees debited from Member Accumulation and Pension Accounts;
 - (B) any amount transferred from the Administration Accounts pursuant to clause 8.2(e) below;
 - (C) the proceeds of any Policy effected by the Trustee where the Trustee determines that it should not be credited to an Account; and
 - (D) such other amounts the Trustee determines from time to time.
- (iii) Amounts debited to the Operations Account may include:
 - (A) any costs or charges incurred pursuant to clauses 4.8, 4.9 and 5.2 which are not debited to an Account;
 - (B) the cost of any Policy effected by the Trustee where the Trustee determines that it should not be debited to the Insurance Account;
 - (C) any deficiency arising from a valuation undertaken in accordance with clause 3.3(d);
 - (D) any amount payable or which may become payable by way of Taxation in respect of contributions, Shortfall Components and income and profits of the Fund which are not debited to an Account as the Trustee determines to be equitable; and
 - (E) such other amounts the Trustee determines from time to time.

(e) **Administration Accounts**

- (i) Without limiting clause 8.2(a) above, the Trustee may establish and maintain one or more accounts, known as "Administration Accounts" for the purposes referred to in clause 8.2(e)(iv) below (each an **Administration Account**).
- (ii) The Trustee may transfer to the credit of an Administration Account any amount remaining in the Investment Account under clause 8.2(c) above.
- (iii) Whilst any moneys are held in an Administration Account, they will not form part of any Accumulation Account or Pension Account and any income earned by the Fund on the moneys held in the Administration Account will be credited to the Administration Account.
- (iv) The Administration Accounts will, at the discretion of the Trustee, be used for the following purposes:

- (A) to generally give effect to the reserving strategy established by the Trustee to stabilise the investment earnings of the Fund;
- (B) to provide for such contingencies as the Trustee determines;
- (C) to augment the Fund Earning Rates;
- (D) to meet any Taxation payments payable by the Fund;
- (E) to or for the benefit of a Member, Pensioner, Beneficiary or former Member including augmentation of the Accumulation Account or Pension Account; or
- (F) for any other purpose determined by the Trustee from time to time, including:
 - (1) by way of transfer to the Operations Account under clause 8.2(d)(ii)(B);
 - (2) for the crediting of fees debited from Member Accumulation and Pension Accounts; and
 - (3) for the debiting of expenditure relating to the administration and operation of the Fund.

(f) **Operational Risk Reserve Account**

- (i) Without limiting clause 8.2(a) above, the Trustee will establish and maintain a reserve account, known as the "Operational Risk Reserve Account" for the purpose of meeting the Operational Risk Financial Requirement target amount in relation to the holding of an amount or level of capital (**Operational Risk Reserve Account**).
- (ii) Whilst any moneys are held in the Operational Risk Reserve Account they will not form part of any Account or Pension Account, and subject to clause 8.2(f)(iii), any income earned by the Fund on the moneys held in the Operational Risk Reserve Account will be credited to the Operational Risk Reserve Account.
- (iii) The Operational Risk Reserve Account can only be used as permitted by Relevant Law, and any debits or credits to the account may only be made where permitted by Relevant Law.
- (iv) If the Trustee uses or is directed to use any moneys in the Operational Risk Reserve Account by the Regulator, it must replenish the account to the amount required under Relevant Law.

(g) **Use of accounts**

Nothing in clause 8.2 should be read as limiting the Trustee's discretion to allocate cash or other assets of the Fund to any reserve or account established by the Trustee in the books of the Fund, for accounting or record keeping purposes.

8.3 Fund Earning Rate

- (a) The Trustee may determine the rate of investment earnings (which may be positive or negative and may be reflected as a variation in unit price) in respect of any period and

for the purposes of the whole or any particular provision or provisions of this Deed, and whether applicable to the whole Fund, an Investment Option or any part of the Fund (such as a Division or Sub-plan) (**Fund Earning Rate**).

- (b) The Fund Earning Rate will be determined by the Trustee having regard to such factors as the Trustee considers appropriate, including (but not limited to):
- (i) the income of the Fund, the relevant Investment Option or any part of the Fund (such as a Division or Sub-plan);
 - (ii) if the Trustee is making use of an Investment Account, an account specified in Clauses 8.2(b) to 8.2(f) or any other Fund Account for investment-related purposes, any amounts held in that account as the Trustee considers appropriate; and
 - (iii) any provisions or reserves for future contingencies which the Trustee considers reasonable.

and without limiting the preceding words, but subject to any conditions determined by the Trustee:

- (iv) a Fund Earning Rate may be prospectively determined on an interim basis in respect of a particular period; and
 - (v) a Fund Earning Rate may be subsequently determined on a final or declared basis in respect of that period.
- (c) As a minimum, the Trustee will determine the Fund Earning Rate following the debiting of the Investment Account at the end of the Fund Year, and make an allocation to the Member's Account for that Fund Year, in accordance with clause 8.2(c)(iii)(F) above, and in proportion to the balance of the Member's Account at the start of that Fund Year, as adjusted by credits or debits to that Account during the Fund Year, unless the Rules allow or require otherwise.

8.4 Receipt and payment of moneys

All moneys of the Divisions of the Fund will be lodged as soon as practicable to the credit of an account in the name of the Trustee or Custodian kept with a bank or non-bank financial institution or to the credit of an Insurer for the payment of premiums or into the trust account of a solicitor, accountant or Investment Manager appointed by the Custodian in accordance with this Deed.

8.5 Defined Benefit Interests

- (a) To the extent that a Member's interest is a Defined Benefit Interest or a Closed Pension, the Trustee may maintain such accounts and other records as are appropriate to enable the Member's Benefit to be determined and to ensure that their interest in the Fund is otherwise properly recorded.
- (b) Notwithstanding clause 8.1, the Trustee may determine not to establish and maintain an Accumulation Account for a Member with a Defined Benefit Interest. Notwithstanding Rule 4.2 of Division 3, the Trustee may determine not to establish and maintain a Pension Account for a Pensioner with a Closed Pension. The Trustee may maintain such other records for those Members as it considers appropriate and as may be required by the Rules governing a Benefit Division or Sub-Plan.

- (c) The Trustee may determine to voluntarily comply with a Release Authority where the Trustee would not otherwise be compelled to release an amount if:
 - (i) it relates to the release of an amount from a Member's Defined Benefit Interest;
 - (ii) the Trustee has determined a method for adjusting the Member's Defined Benefit Interest and the Benefit that would otherwise be payable from the Fund to or in respect of the Member; and
 - (iii) the Member has approved or otherwise consented to the payment of the amount to be released and the methodology for the adjustment of the Member's Defined Benefit Interest and Benefit otherwise payable from the Fund.
- (d) Without limiting clause 8.5(c), the Trustee may determine a method for adjusting the Member's Defined Benefit Interest in respect of any amount paid pursuant to a Release Authority by:
 - (i) establishing an account in respect of the Member known as a "Release Account";
 - (ii) debiting the Release Account with any amount paid under clause 8.5(c) pursuant to a Release Authority;
 - (iii) varying the balance of the Release Account with movements in the value of Units notionally allocated by the Trustee in respect of the balance of the Release Account; and
 - (iv) reducing the Benefit otherwise payable to the Member by the balance of the Release Account.

9. Investments

9.1 Authorised Investments

The Trustee may apply the whole or any part of the Fund not immediately required for another purpose under this Deed in any manner or form which the Trustee may consider to be an investment and suitable for the Fund, including without limitation any manner or form in which the Trustee could invest if acting personally and not in a fiduciary capacity but as the sole and absolute legal and beneficial owner of the Fund.

9.2 Particular investments

Without limiting clause 9.1, the investment of Fund assets may include:

- (a) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory for the investment of trust funds;
- (b) the purchase or acquisition in any way of shares, stocks, debentures, notes, bonds, mortgages, options or other like security in any company incorporated in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and whether secured or unsecured, registered or unregistered;

- (c) on deposit with any bank, building society, credit co-operative, trustee company or other registered financial institution in any type of account, whether secured or unsecured and on such terms as the Trustee determined;
- (d) on deposit with or on loan to any person, company or organisation whatsoever with or without security and at such rate of interest and upon such terms as the Trustee may deem reasonable notwithstanding that the Trustee may have a direct or indirect interest in the borrowing or may benefit directly or indirectly from it;
- (e) any Policy or annuity with an Insurer whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser term or in reversion or otherwise arising;
- (f) the purchase or acquisition of any real or personal property and the improvement or extension of that property;
- (g) the purchase or acquisition of or subscription for any unit, sub-unit or other rights or interests (however described) in any trust, managed investment scheme or other mutual or common fund or Pooled Superannuation Trust established or situated anywhere in the world whether individually or jointly and whether such units or sub-units are fully paid up or whether their issue involves any contingent or reserve liability;
- (h) the acquisition of any derivatives or other synthetic investment and participation in any hedging, swapping or other like arrangement irrespective of whether such dealing is related to any other property forming part of the Fund; and
- (i) any other investments or joint ventures anywhere in the world which the Trustee considers appropriate.

9.3 Power to Sell, Vary and otherwise deal with Investments

The Trustee has power to sell any investments, to vary and change any investments into other investments authorised by this Deed and to otherwise deal with and manage the investments of the Fund as the Trustee in its discretion sees fit.

9.4 Investment Manager

- (a) The Trustee may appoint in writing one or more appropriately qualified persons or companies to act as Investment Manager for the Fund for such period and on such terms and conditions as the Trustee determines.
- (b) The Trustee may delegate to each Investment Manager such powers, discretions and authorities relating to the purchase, sale, management, investment, administration, valuation, retention and transposition of that part of the Fund entrusted to such Investment Manager as the Trustee determines and may reallocate the assets of the Fund being invested by that Investment Manager.

9.5 Interest of Trustee in Investment

- (a) Subject to clause 9.5(b) below, the Trustee and any Director has the power and are authorised to make or vary any of the investments authorised under this Deed notwithstanding that the Trustee or Director may have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

- (b) The Trustee and any Director must disclose details of any interest in an investment to which clause 9.5(a) applies in the manner prescribed under Relevant Law.

9.6 Investment options

Subject to any conditions imposed by the Trustee generally or in any particular case:

- (a) **Investment options** - The Trustee may establish investment portfolio arrangements within the Fund with distinct portfolios of assets or classes of assets, on such basis and within such parameters as the Trustee considers appropriate, (for example, on the basis of a particular investment strategy), for the purpose of:
- (i) investing; or
 - (ii) inviting Members to elect to invest,
- all or part of the Member's Account in one or more of such investment arrangements (each to be referred to as an Investment Option). For the avoidance of doubt, the Trustee is not required to allocate or designate specific and identifiable assets of the Fund to a particular Investment Option.
- (b) **Variation of elections** - At any date or dates determined by the Trustee, the Trustee may allow a Member to revoke or vary any previous Investment Option election made by the Member and to make further elections.
- (c) **Closure of Investment Option** - The Trustee is not bound to establish or maintain any Investment Option or, having established an Investment Option, to make it available to any particular Member or Beneficiary, and the Trustee may vary, discontinue, close, cease to offer or dispose of any Investment Option, as it considers the circumstances require.
- (d) **Rules** - The Trustee may adopt rules from time to time in relation to:
- (i) the:
 - (A) suspension or permanent prohibition of applications for or redemptions, withdrawals or switches of investments in an Investment Option; and
 - (B) compulsory switching of investments in an Investment Option by the Trustee,

in whatever circumstances the Trustee considers appropriate including during any period in which the Trustee is of the opinion that to process the redemption, withdrawal or switch would not be fair to all members holding that Investment Option;
 - (ii) any notice periods or advance notice required before a redemption, withdrawal or switch may be effected;
 - (iii) the proportion of a Member's or Beneficiary's Account that may be invested in an Investment Option; and
 - (iv) any other matter relating to Investment Options.

9.7 Allocation of investment earnings to Accounts

Where any part of a Member's Account is invested in an Investment Option, in determining how and to what extent the relative investment performance of that Investment Option is allocated to the Account, the Trustee:

- (a) will have regard to the extent to which the Member's Account is represented by or is attributable to assets forming part of the Investment Option; and
- (b) may allocate that investment performance to the Member's Account on such basis as the Trustee may determine either generally or in any particular case, including, without limitation, by way of unit price movements and/or a particular Fund Earning Rate.

10. Insurance

10.1 Trustee to effect Policy

The Trustee may effect Policies in its own name with an Insurer and may secure the Benefit of a Member by means of a group Policy or Policies or partly in one way and partly in another. The Trustee will not be responsible or liable to a Member, a Member's Legal Personal Representative or the Dependants of a Member should the Trustee determine not to exercise the power to effect such Policy or Policies or is unable to obtain a Policy or Policies.

10.2 Trustee Right to Rectify

The Trustee has the right to rectify any Member's insurance cover or insurance information if it is found to be incorrect, and the Trustee must notify the Member in writing of any such rectification.

10.3 Premiums for Policy

- (a) The premiums for any Policy effected may be debited to the Insurance Account, Administration Account or directly to the Accumulation Account or Pension Account of the Member in respect of whom the Policy is effected or alternatively in such proportions amongst other Members as the Trustee considers to be equitable, in which case, premiums may be debited against each relevant Member's Accumulation Account.
- (b) The Trustee may enter into or terminate any agreement with Employers for the payment of premiums to be made by Employers on behalf of their Employees or other Members of the Fund.

10.4 Limitations on Policy

Where a Policy is being effected by the Trustee in respect of a Member and an Insurer refuses to insure a Member or seeks to impose any limitations or special conditions in respect of a Member or Beneficiary, then the Trustee may impose such limitations or special conditions in respect of the Benefits otherwise payable to or in respect of the Member or Beneficiary as it determines. If cover has been declined by an Insurer in respect of a Member, the Trustee is under no obligation to arrange alternative insurance policies.

10.5 Payment of Insured Benefit

If any Insured Benefit is being provided, the Trustee will only be obliged to commence payment of the Insured Benefit to the extent that moneys for the Insured Benefit are

received by the Trustee from the insurer and credited to the Member's Accumulation Account.

10.6 Cessation of insurance upon leaving the Fund

Immediately upon a Member leaving the Fund by way of the transfer or rollover of the Member's entire Benefit, any Policy taken out by the Trustee with an Insurer for an Insured Benefit in respect of the Member will immediately cease to apply to the Member, subject to any term of the relevant Policy which provides for an extension or continuation of the Member's insurance cover under the Policy.

11. Contributions

11.1 Minimum contributions

The Trustee may set a minimum amount and maximum amount for any initial contribution to the Fund for or in respect of any Member, and may set a minimum amount and maximum amount for any subsequent contribution.

11.2 Member's contributions

- (a) Subject to clause 11.1 and the Relevant Law, a Member may make contributions to the Fund.
- (b) Pursuant to the Relevant Law, salary sacrifice contributions can be made by Participating Employers on behalf of Members.

11.3 Employer's contributions

Contributions payable by any Participating Employer will be paid to the Trustee, and paid in such manner and at such times as outlined in the Rules of a Division or Sub-Plan and as agreed between the Trustee and that particular Participating Employer.

11.4 Additional contributions

An Employer may make additional contributions on behalf of a Member in addition to its contributions made under or in accordance with the Guarantee Act.

11.5 Refund or Transfer of Payments

If any monies paid to the Fund will or may jeopardise the status of the Fund as a Complying Superannuation Fund or, in the opinion of the Trustee, may have been paid by mistake (whether of law or of fact) or the Contributions are not able to be otherwise accepted under the Relevant Law, the Trustee may refund those monies to the person who paid them to the Fund or transfer them pursuant to clause 12.1(a). Subject to the Rules, the Trustee is not liable to pay any interest, or account for any earnings or compensate the person who paid those monies in any way and a person will not be deemed to have become an Employer or a Member merely by reason of the receipt of the Trustee of those monies.

11.6 Interest on contributions

The Trustee may require a Participating Employer to pay interest at a rate determined by the Trustee and any collection costs on any of its contributions which are in arrears or may require a Participating Employer or Member, as appropriate, to pay interest on any Member's contributions which are in arrears.

11.7 Other Superannuation Obligations

Where at any time an obligation, whether compulsory or otherwise, is imposed upon a Participating Employer to make contributions to a superannuation fund (other than the Fund) providing retirement, death or disablement benefits in respect of Members, then the Participating Employer may, with the consent of the Trustee, reduce its contributions to the Fund by the amount of the contributions being made to the other fund in respect of those Members.

11.8 No Obligation to contribute

In the absence of any agreement to the contrary, neither a Member nor a Participating Employer will be under any obligation to make a contribution to the Fund in respect of any Fund Year, and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any Fund Year.

11.9 Ineligible contributions

If the Trustee determines that a contribution has been accepted in breach of the provisions of this clause, the Trustee may in its discretion and subject to the Relevant Law, refund such contribution within any time period which may be required by the Relevant Law, less any:

- (a) charge which an Insurer may have made in respect of any extra cover which it has provided in relation to that contribution; and
- (b) reasonable administration, Taxation and applicable investment charges,

and reduce the Benefits held for the Member in the Fund to those which would have been held if such Contribution had not been received.

11.10 Contributions by and on behalf of a Spouse

The Spouse of a Member may, with the consent of the Trustee and subject to any applicable requirements the Trustee determines, make contributions to the Fund in respect of that Member.

11.11 Manner and timing of payment of contributions

- (a) Contributions must be paid by a Participating Employer to the Fund in the manner and at the times reasonably determined or approved by the Trustee, and with such information as is required by the Trustee.
- (b) The Trustee may, but will not be required to, take any action to recover unpaid contributions from a Participating Employer.

11.12 Apportionment Between Members

With each payment of contributions to the Trustee, the Participating Employer will advise such details with respect to those contributions as are required by the Trustee.

11.13 Other contributions

The Trustee may accept any other contribution permitted by the Relevant Law.

11.14 Contribution Splitting

A Member of the Fund may in a financial year make a Contributions Splitting Application. The Trustee may give effect to such an application subject to Relevant Law and any terms and conditions the Trustee determines in its discretion.

11.15 Trustee may Receive Splittable Contributions

The Trustee may accept into the Fund any amount received by the Fund arising from the giving effect to a Contributions Splitting Application, subject to any terms and conditions determined by the Trustee and provided the Trustee receives all the information that is required by the Trustee.

11.16 Deductible Member Contributions

The Trustee may make an election under the Tax Act in respect of the Fund so that after-tax contributions made by Members in respect of their Defined Benefit Interests cannot be claimed by those Members as a deduction for their personal income tax purposes.

12. Transfers

12.1 Transfers out of the Fund

(a) Transfers to Approved Benefit Arrangements

Where a Member requests the transfer of the whole or part of his or her entitlement in the Fund, or if the Trustee wishes to transfer the whole or part of the entitlement held on behalf of a Member to an Approved Benefit Arrangement or between Divisions or Sub-Plans, then the Trustee may transfer the whole or any part of the amount in the Fund representing the Member's Benefit or Benefit Entitlement to the trustee, operator or provider of the Approved Benefit Arrangement, or otherwise transfer via an Internal Rollover to a different Division or Sub-Plan, with or without the Member's consent (in the case of a Successor Fund Transfer) provided that a transfer may only be made pursuant to this clause where the Trustee is satisfied that:

- (i) the transfer is permitted under, and is made in accordance with, the Relevant Law; and
- (ii) in the case of a Portability Request the request has been made in accordance with Relevant Law.

(b) Effect and Method of Transfer Out

- (i) The receipt of the transferred amount by an authorised representative of the Approved Benefit Arrangement is a complete discharge to the Trustee of all liabilities in respect of the transferred amount and the Trustee will have no responsibility to see to the application of the transferred amount.
- (ii) Upon the completion of a payment or transfer in respect of a Member or Beneficiary all the rights and interest of that Member or Beneficiary under this Deed and all the rights and interest of any person otherwise entitled to claim in respect of the Member or Beneficiary in respect of the transferred amount will be entirely extinguished.

(c) Roll Over

Where a Member or former Member wishes to effect a Roll Over Payment or an Internal Roll Over in respect of all or any of the entitlement of the Member in the Fund the Member must:

- (i) make a request to the Trustee in writing nominating the Approved Benefit Arrangement to which the Roll Over Payment or Internal Roll Over is to be made, and the amount to be applied as the Roll Over Payment or Internal Roll Over or the percentage of the Member's Account or Pension Account to be applied as the Roll Over Payment or Internal Roll Over; and
- (ii) complete and execute a notification of the Roll Over Payment or Internal Roll Over or such other documentation as is required by the Tax Act to enable the Roll Over Payment or Internal Roll Over to be effected to the Approved Benefit Arrangement in accordance with the Relevant Law.

12.2 Transfers into the Fund

(a) Takeover or Transfer of Benefits

Subject to clause 12.2(b), where a person (**Relevant Person**) is or was a member of, or is or was the beneficiary under any other Approved Benefit Arrangement, the Trustee may by resolution determine to take over or acquire by transfer from the trustee, operator or provider of the other Approved Benefit Arrangement the whole or any part of the assets of such Approved Benefit Arrangement or the interest of any person who is a participant or former participant of that Approved Benefit Arrangement with the intent of preserving the rights, entitlements and interests of the member of such Approved Benefit Arrangement at the time of transfer.

(b) Rights and Entitlements of Member in Transferred Benefits

The Trustee will hold any such amounts transferred in accordance with clause 12.2(a) above as part of the Fund and reflect such equivalent rights, entitlements and interests as existed in the other Approved Benefit Arrangement as the Trustee decides and, if the Trustee so determines, the Relevant Person will be deemed to have become a Member of the Fund on the date the Relevant Person became a member of the Approved Benefit Arrangement from which the Benefit was transferred.

(c) Consent of Relevant Person

If a resolution of the kind referred to in clause 12.2(a) is made in circumstances where, for the purposes of the transfer, the Fund will be a Successor Fund of the other Approved Benefit Arrangement, the Trustee is not required to obtain the consent of the Relevant Person. Otherwise, the resolution may only be carried into effect with the prior consent of the Relevant Person.

13. Benefits

13.1 Address for Benefits

Subject to the Rules, the Trustee may pay Benefits to a Beneficiary:

- (a) in cash to the Beneficiary in person;
- (b) by electronic funds transfer to the bank account of the Beneficiary to which the Beneficiary requests that the Benefit be paid;

- (c) by cheque to the postal address of the Beneficiary last advised to the Trustee; or
- (d) otherwise as may be determined by the Trustee and advised to the Member or Beneficiary.

13.2 Notification of Address

Every Beneficiary must (except where no further Benefit is payable from the Fund) notify the Trustee of the full postal address of the Beneficiary:

- (a) at the time the Benefit becomes payable; and
- (b) immediately after the Beneficiary changes address at any time .

13.3 Receipt for Benefits

Any person to whom a Benefit is payable will, if requested, furnish the Trustee with a receipt and release in a form from time to time required by the Trustee.

13.4 Notification of Claims and Proofs

Where a Benefit is payable to or in respect of a Member, prior to payment of the Benefit the Trustee must notify, as applicable:

- (a) the Member, in the case of a Benefit payable to the Member;
- (b) the Nominated Dependant, the Reversionary Beneficiary, the Legal Personal Representative, any known Dependents or any other person who the Trustee reasonably believes may have an entitlement to or an interest in the Benefit, in the case of a Benefit payable on death of a Member; and
- (c) in any other case, such persons as the Trustee reasonably believes may have an entitlement to or interest in the Benefit,

in writing of the period (if any) within which the person may seek to claim an entitlement to the Benefit or otherwise, of their entitlement to the Benefit and such notification may be by any method of communication which the Trustee considers appropriate in the circumstances. Where a person has produced to the Trustee such evidence, done all such acts and executed all such documents as the Trustee may reasonably require in order to satisfy the Trustee that the person is entitled to the payment of part or all of the Benefit under this Deed, the Trustee must pay such Benefit, provided that the Trustee must notify in writing any person mentioned in paragraphs (a), (b) or (c) above of the period (if any) within which the person may object to the payment of the Benefit and may defer the payment of the Benefit until that period for objections has elapsed.

13.5 Notification Outside Time Limit

Where a person has failed to notify the Trustee of a claim or of the intention to make a claim within the period determined by the Trustee in clause 13.4, no payment will be made to the person unless the Trustee is satisfied that such a payment may be made from the Fund in accordance with this Deed and the Relevant Law.

13.6 No Personal Claim

No Member or person claiming through a Member or on behalf of a Member or as the Dependant of a Member is entitled to require payment of that Member's interest in the Fund except as may be provided in this Deed.

13.7 Payment to Others on Behalf of Beneficiaries

When any Beneficiary is under the age of 18 years or is under any legal disability or when in the opinion of the Trustee it would be in the best interests of the Beneficiary, the Trustee may pay all or part of any Benefit in such one or more of the following ways as the Trustee determines:

- (a) to or towards the maintenance, education, advancement, support or benefit of the Beneficiary in such manner and on such terms and conditions as the Trustee determines; or
- (b) to any other person who appears to the Trustee to be a trustee for the Beneficiary or Spouse, Child, parent or guardian or a person having custody of the Beneficiary for application on behalf of the Beneficiary,

and the receipt of the person to whom the Benefit is paid will be a complete discharge of the Trustee for the payment in respect of the Beneficiary and the Trustee will not be bound or concerned to see to the application of the Benefit paid.

13.8 Preservation Conditions

Notwithstanding any other provision of this Deed which may be construed to the contrary, any Preserved Payment Benefits held by the Trustee which are unable to be paid out to the Member may, at the discretion of the Trustee, be dealt with in accordance with clause 12.1, or be retained in the Fund subject to clause 13.12.

13.9 Payment of Non-Preserved Amounts

Notwithstanding any other provisions of this Deed which may be construed to the contrary and subject to the Relevant Law:

(a) **Member Election**

A Member may elect at any time to withdraw the whole or any part of the amount of the Member's Account which is not required to be preserved under the Relevant Law by giving notice to the Trustee in such form and manner as may be determined by the Trustee from time to time.

(b) **Minimum Payment**

The minimum amount which may be withdrawn by a Member pursuant to clause 13.9(a) will be determined by the Trustee and notified to Members of the Fund.

13.10 Increases to Benefits

In circumstances where a Member ceases to be a Member of a Division of the Fund, the Trustee may pay some part of an Administration Account which the Trustee considers represents the interest of that Member in that Account to the Member's Accumulation Account for purposes of the payment of a Benefit.

13.11 Interest on benefits

In determining the amount standing to the credit of an Account at the time a Benefit is calculated or becomes payable, the Trustee will make such adjustment (up to the date of payment) reflecting the Fund Earning Rates then applying as it considers equitable and in accordance with the Relevant Law.

13.12 Retention of Benefit in Fund

Where a Member or Beneficiary entitled to Benefits does not require Benefits to be immediately paid, the Trustee may in its absolute discretion retain all or any part of any Benefit payable in the Fund until:

(a) **Request**

- (i) the Member or Beneficiary entitled requests that it be paid to that Member or Beneficiary; or
- (ii) If the Member or Beneficiary entitled is a Member of Division 1 or 2, when the Member or Beneficiary requests that it be transferred into Division 3 of the Fund;

(b) **Death**

the Member dies, in which event it will be paid in accordance with clause 13.13;

(c) **Payment otherwise required**

payment of the Benefit is required in accordance with the provisions of this Deed or the Relevant Law; or

(d) **Discretion**

the Trustee elects for whatever reason to pay the Benefit to the Member or Beneficiary,

whichever occurs first, and the amount then payable will be the Benefit standing to the credit of that Member's or Beneficiary's Account as at the date of payment.

13.13 Death benefits

(a) **Non-binding death benefit nominations**

- (i) A Member may upon admission and from time to time thereafter in a manner approved by the Trustee notify the Trustee of:
 - (A) the names and addresses of any Dependants to whom the Member wishes any Benefit payable upon the Member's death to be paid; and
 - (B) the proportions and manner in which the Member wishes those Benefits to be paid.
- (ii) The nomination:
 - (A) may be varied or replaced from time to time in a manner approved by the Trustee; and
 - (B) is not binding upon the Trustee but the Trustee may consider the nomination when exercising any of its discretions in respect of the payment or application of any Benefit to be made upon the death of the Member.

(b) Binding and consent death benefit nominations

- (i) A Member may upon admission and from time to time thereafter give the Trustee a Binding Death Benefit Nomination.
- (ii) In circumstances where the Fund will become a Successor Fund of another Approved Benefit Arrangement the Trustee may, pursuant to the Relevant Law, provide, and if necessary revoke, its consent to the terms of:
 - (A) a valid binding death benefit nomination that the Relevant Person provided the trustee of the previous Approved Benefit Arrangement; or
 - (B) a death benefit nomination (other than a non-binding death benefit nomination) that the trustee of the previous Approved Benefit Arrangement has consented to as being binding and non-lapsing,
 (collectively, **ABA Nomination**).
- (iii) The Trustee may only provide its consent to an ABA Nomination for a period of no longer than three years from the date that the Fund became a Successor Fund of the other Approved Benefit Arrangement.

(c) Payments to Dependants, Legal Personal Representatives or Other Persons

Subject to the Relevant Law, upon the death of a Member or Beneficiary, the Trustee will:

- (i) if required by a Binding Death Benefit Nomination given by the Member to the Trustee, or an ABA Nomination that the Trustee had continued to consent to at the time of the death of the Relevant Person, pay or apply the Benefit in accordance with that Binding Death Benefit Nomination or ABA Nomination, as relevant;

and otherwise:

- (ii) where the Member or Beneficiary had Dependants: pay or apply the Benefit to one or more of the Member's or Beneficiary's Dependants (including any Nominated Beneficiaries) and Legal Personal Representative in such proportions, form, manner and at such times as the Trustee in its discretion determines, provided that the payment of the Benefit complies with the Relevant Law; or
- (iii) where the Member or Beneficiary had no Dependants: pay the Benefit to the Legal Personal Representative of the Member or Beneficiary, or if there is no Legal Personal Representative may pay or apply the Benefit in such a manner as permitted by the Relevant Law.

(d) Discharge of Trustee

The receipt by a Dependand, the Legal Personal Representative or other person of a Benefit paid or applied in accordance with the Relevant Law under this clause 13.13 will be a complete discharge to the Trustee in respect of any amount paid to that person.

(e) Death of Former Member Prior to Benefit Payment

Where a Member or former Member has become entitled to payment of a Benefit as a Lump Sum and before payment has been made by the Trustee, the Member or former

Member dies, the Trustee may pay that Benefit in accordance with the provisions of this clause 13.13.

13.14 Australian Currency

All Benefits will be expressed and paid in Australian currency unless otherwise specifically agreed between the Member and the Trustee.

14. Amending the Deed

The provisions of this Deed including this clause may be added to, amended, altered, modified, rescinded or varied (the **Variation**) from time to time by the Trustee either prospectively or retrospectively on the following basis:

14.1 Deed

The Variation must be by Deed executed by the Trustee.

14.2 Limitation on Variation

- (a) No Variation must have the effect of:
 - (i) reducing or adversely affecting the rights or claims of a Member to accrued entitlements under the Fund which have arisen prior to the Variation being effected; or
 - (ii) reducing the amount of an entitlement other than an entitlement referred to in clause 14.2(a)(i) above that is or may become payable in relation to a period before the date of the Variation, unless:
 - (A) the reduction is required to enable the Fund to comply with the Relevant Law; or
 - (B) the Member so affected consents in writing to the reduction; or
 - (C) the Regulator consents in writing to the reduction.
- (b) Without limiting the requirements of this clause 14, any Variation in respect of or that impacts Members of a particular Division must be made in accordance this clause 14 together with any further Rules made under the relevant Division.

14.3 Further limitation on Variation

No Variation to this Deed must:

- (a) have the effect of providing that the sole or primary purpose of the Fund is other than the provision of old-age pensions within the meaning of the Relevant Law, unless the Trustee of the Fund is a Constitutional Corporation or the Relevant Law otherwise permits; or
- (b) permit a person or body other than a Constitutional Corporation to be appointed as Trustee, unless the Deed provides that the sole or primary purpose of the Fund is the provision of old-age pensions within the meaning of the Relevant Law or the Relevant Law otherwise permits.

15. Termination

15.1 Election to Terminate

The Trustee may elect to wind up the Fund at a certain date (the **Termination Date**) in the following circumstances:

- (a) if there are no further Members remaining in the Fund;
- (b) if the Trustee determines for any reason that the Fund should be wound up; or
- (c) if it is required by the Regulator.

15.2 Procedure on Winding Up of Fund

Where the Fund is to be wound up the Trustee must:

- (a) give written notice to each Participating Employer and Member that the Fund is to terminate on the Termination Date; and
- (b) arrange to transfer the Benefits of Members to another Approved Benefit Arrangement which is a Successor Fund to the Fund without the consent of Members as permitted under the Relevant Law, after deducting from the assets of the Fund all the costs and expenses of administering and winding up the Fund; or
- (c) arrange to pay or transfer Benefits to Members, former Members and Beneficiaries in accordance with clause 15.3 below, after deducting from the assets of the Fund all the costs and expenses of administering and winding up the Fund.

15.3 Exhaustion of Fund

Subject to the Relevant Law, if the Trustee determines that clause 15.2(c) will apply, the Trustee will pay the following Benefits in the following order to the extent that the assets of the Fund permit:

- (a) benefits to which Members, former Members or their Dependants who have not been paid a Benefit immediately prior to the Termination Date are entitled at the Termination Date; and
- (b) the provision of additional Benefits to Members, former Members and their Dependants as the Trustee in its absolute discretion considers appropriate.

16. Service of notices

16.1 Notices by the Trustee

- (a) Any notice or other document to be given by the Trustee to any Participating Employer or to any Member (**Recipient**):
 - (i) must be given in writing (or in such other manner as the Trustee determines);
 - (ii) is taken to be given by the Trustee and received by the Recipient:
 - (A) if delivered by hand either personally to the Recipient or to the Recipient's physical address, upon that delivery;
 - (B) if sent by prepaid post addressed to the Recipient's address last known to the Trustee, in which case it will be deemed to have been received on the

date when in the ordinary course of post it would normally have been delivered at such address;

- (C) if sent by email to the email address last known to the Trustee, unless the Trustee receives a notification of delivery failure within 24 hours of the email being sent, at the time recorded on the Trustee's computer as the time the communication was sent;
 - (D) where the Recipient has agreed to receive notices and documents through a secure on-line portal, when the notice or document is first made available through that portal; or
 - (E) where otherwise sent, distributed or communicated by any other method (including through electronic means) permitted by Relevant Law, at the time the Trustee determines.
- (b) Where at least one notice has been returned and unclaimed from the last known address of a Member and the Trustee is satisfied on reasonable grounds that the address is incorrect or no address for the Member can be obtained and the Trustee has taken reasonable steps to locate the Member but has been unable to do so, then the Trustee will not be required to serve the notice until the Trustee later becomes aware of the address or location of the Member.

16.2 Notices to Trustee

Any notice or other document to be given to the Trustee by a Participating Employer or Member:

- (a) must be in writing (or in any other form or manner determined by the Trustee);
- (b) must be signed personally or bear the facsimile or electronic signature or other electronic identification of:
 - (i) the Member; or
 - (ii) the Participating Employer or, of a duly authorised officer or representative of the Participating Employer;

unless the Trustee determines otherwise;

- (c) is taken to be given by the sender and received by the Trustee:
 - (i) if delivered by hand either personally to the Trustee or to the Trustee's office, upon that delivery;
 - (ii) if sent by prepaid post to the office of the Trustee, in which case, it will be deemed to have been received on the date when, in the ordinary course of post, it would normally have been delivered at such address;
 - (iii) if sent by email to the email address that the Trustee notifies from time to time, unless the sender receives a notification of delivery failure within 24 hours of the email being sent, at the time recorded on the sender's computer as the time the communication was sent.

17. Unitisation

17.1 Division into Units

The beneficial interest in the assets of each Account is comprised of notional Units in the relevant Fund Investment Pools applicable to each member. No Unit confers a legal or equitable interest in any of the assets of the Fund.

17.2 Unitisation of Accounts

- (a) The Trustee must cause each Account and/or Fund Investment Pool to be valued at times which the Trustee considers appropriate.
- (b) The Trustee must determine, as it considers appropriate, for each Account and/or Fund Investment Pool:
 - (i) the period during which an Application Price is to apply;
 - (ii) the period during which a Withdrawal Price is to apply;
 - (iii) the time of any valuation under this clause which is to apply to the periods in (i) and (ii) above.

17.3 Units of Equal Value

- (a) All Units in a Fund Investment Pool have an equal value.
- (b) The amounts in clauses 17.4 and 17.5 may be rounded as the Trustee considers appropriate.

17.4 Application Price

The Application Price of each Unit in a Fund Investment Pool for the period determined under clause 17.2(b)(i) is:

$$\frac{\text{VIP} + \text{ITC}}{\text{U}}$$

where:

- VIP** is the value of the Fund Investment Pool under clause 17.2(a) and applicable for the period;
- ITC** is the share of the Investment Transaction Costs which the Trustee considers appropriate to apportion to the Fund Investment Pool;
- U** is the number of Units on issue in the Fund investment Pool.

17.5 Withdrawal Price

The Withdrawal Price of Units in a Fund Investment Pool for a period determined under clause 17.2(b)(ii) is one of the following as the Trustee determines to be appropriate:

- (a) $\frac{\text{VIP} - \text{WTC}}{\text{U}}$

where:

VIP is the value of the Fund Investment Pool determined under clause 17.2(a) and applicable for the period;

WTC is the share of Withdrawal Transaction Costs which the Trustee considers appropriate to apportion to the Fund Investment Pool;

U is the number of Units in issue in the Fund Investment Pool;

- (b) the Application Price for the period; or
- (c) an amount between the amounts determined under (a) and (b) above.

17.6 Determination of Unit Prices

The Application Price and Withdrawal Price of Units in a Fund Investment Pool may be determined by the Trustee at any time (including more than once a day) and must be determined by the Trustee at least once each month.

17.7 Suspension of Issue

The Trustee may suspend the issue and redemption of Units in respect of the whole or any part of a Fund Investment Pool as the Trustee considers appropriate, including during any period in which the Trustee is of the opinion that the issue price or redemption price of those Units cannot be calculated in a manner that is fair to all persons holding those Units. The Trustee may determine that clause 17.6 does not apply if it suspends the issue and redemption of Units under this clause 17.7.

17.8 Issue of Units

- (a) On accepting an amount under this Division in respect of a Member, the Trustee must:
 - (i) allocate Units to the Member in the Fund Investment Pool notified to the Trustee by the Member;
 - (ii) to the extent that no Fund Investment Pool is notified by the Member, allocate Units to the Member in the Fund Investment Pool as the Trustee considers appropriate.
- (b) The number of Units in a Fund Investment Pool to be allocated to a Member is determined as:

$$\frac{A - T}{AP}$$

where:

A is the amount applied for in the Fund Investment Pool;

T is any Tax, costs, charges, expenses or fees which the Trustee considers appropriate to deduct in respect of A;

AP is the Application Price of Units in that Fund Investment Pool on the Application Date.

17.9 Redemption of Units

- (a) The Trustee may redeem any Units (including fractions of Units) allocated to a Member to:
- (i) pay any Benefit to the Member;
 - (ii) transfer or rollover Benefits from the Fund;
 - (iii) meet any Taxation, costs, charges, expenses or fees or provision for any of them that the Trustee considers appropriate in relation to the Member; or
 - (iv) switch an amount to another Fund Investment Pool.
- (b) The number of Units to be redeemed is determined as:

$$\frac{B - T}{WP}$$

where:

B is the amount of the Benefit or payment;

T is any Tax, costs, charges, expenses or fees or provision for any of them which the Trustee considers appropriate to apply in respect of B;

WP is the Withdrawal Price of the Units on the Application Date.

- (c) The Trustee may round the number of Units to a fraction of a Unit if the Trustee considers appropriate.

17.10 Switching Request

- (a) A Member may request, using the Trustee's prescribed form, for any or all of the Units referable to a particular Fund Investment Pool to be switched to Units referable to another Fund Investment Pool. The Trustee is not required to comply with the switching request if the request is not in the prescribed form or where to do so would be unfairly prejudicial to the interests of other Members in the relevant Fund Investment Pool.
- (b) The Trustee may:
- (i) set a minimum switching amount for each Fund Investment Pool;
 - (ii) vary any minimum switching amount at any time;
 - (iii) refuse to process any switching request for an amount less than the minimum switching amount;
 - (iv) if the amount remaining in the Fund Investment Pool is less than a minimum prescribed by the Trustee in the Disclosure Document then the amount can be transferred by the Trustee into any remaining Fund Investment Pools held by the Member; and
 - (v) refund that amount less any applicable Taxation to the Member pursuant to the Relevant Law.

17.11 Effect of Request

A switching request:

- (a) is firstly, a redemption of Units referable to the relevant Fund Investment Pool under clause 17.9(a)(iv), and must be treated by the Trustee as a redemption under clause 17.9; and
- (b) is secondly, the application of the redemption proceeds from clause 17.11(a) above, which must be treated by the Trustee as an allocation of Units referable to the nominated Fund Investment Pool under clause 17.8.

17.12 Selection of Units on Withdrawal

The Trustee, unless agreed with the Member, may select what class and type of Units it withdraws from any investment option selected by the Member in order to meet any liability of a particular Division applicable to that Member.

17.13 Transaction Costs

The Trustee is entitled to retain the Investment Transaction Costs and Withdrawal Transaction Costs in relation to the Application Price or Withdrawal Price of Units.

17.14 Determination of Account balance

The Trustee will determine the balance of a Member's Account by aggregating the value of the notional Units attributed to that Member based on the Withdrawal Price in each of the Fund Investment Pools invested in by the Trustee on behalf of that Member.

Section 2 – Divisional Rules

Division 1 – Rules of Employer Sponsored Plan

1. Membership and Application of Division

1.1 Membership Criteria

- (a) A Member may be admitted by the Trustee to this Division 1, if at the time of their admission, they are Employees who have been nominated in writing by a Participating Employer for Benefits under clause 6.2(a) of this Deed, and the provisions of this Division 1 will apply to such admitted Members. For the avoidance of doubt, Members of this Division 1 may include Members who are former Employees of a Participating Employer who have remained in the Division after ceasing to be an Employee of a Participating Employer.
- (b) The provisions of this Division 1 also apply to Participating Employers.

1.2 Application of this Part

The Membership classification, contributions payable by or in respect of, and the Benefits payable in respect of Members under this Division are exclusively determined in accordance with the provisions of this Division.

2. Membership Classification

There is least one category of Membership under this Division and Members will be designated as ordinary Members by their Participating Employer, provided however, that a Participating Employer will, with the consent of the Trustee, have the power to create such other Membership categories or classes with such rights, entitlements, conditions of eligibility and Benefits as the Participating Employer may determine.

3. Contributions

3.1 General

The Trustee may accept into the Fund any contribution made by or in respect of a Member of Division 1 that the Relevant Law permits the Trustee to accept, subject to any applicable requirements determined by the Trustee.

3.2 Employer Contributions

- (a) A Participating Employer must, with the agreement of the Trustee, contribute to the Fund in respect of a Member such amounts as required to satisfy the Participating Employer's obligations under:
 - (i) the Guarantee Act, and
 - (ii) under the Employer application referred to in clause 6.2(a) of this Deed.
- (b) In addition to the contributions made in respect of the Member under Rule 3.1 a Participating Employer may make additional Contributions which will be in such amount (if any) as may be agreed between the Participating Employer and the Member or as specified under any membership category created by the Participating Employer.

4. Payment of Benefits

4.1 Lump Sum Payment

Subject to Rule 9, where a Member:

- (a) retires from Employment with an Employer (including a Participating Employer) at or after the Normal Retirement Age; or
- (b) retires from an arrangement under which the Member was Gainfully Employed having attained the age of 60 years or such other age prescribed for this purpose under the Relevant Law and the Member requests that the Benefit be paid; or
- (c) in the opinion of the Trustee becomes Totally and Permanently Disabled; or
- (d) in the opinion of the Trustee is suffering from a Terminal Illness; or
- (e) satisfies the Relevant Law for the payment of Benefits under this Rule notwithstanding that the Member continues in employment; or
- (f) otherwise satisfies the Relevant Law for the payment of Benefits,

then such Member may be paid part or all of the amount standing to the credit of the Accumulation Account of the Member as at the date upon which payment is made.

4.2 Pension Payment

Where a Member is eligible for payment of a Benefit in accordance with Rule 4.1 above and the Member elects to receive part or all of the Benefit as a Pension, the Trustee may transfer the Member's Benefit into Division 3.

5. Temporary Total Disablement

5.1 Recognition of Temporary Total Disablement

In the event that a Member becomes in the opinion of the Trustee Temporarily Totally Disabled then such Member upon being notified by the Trustee that the Trustee has formed such an opinion will be paid an income stream equal to the Insured Benefit the Trustee receives under a Policy effected in relation to Temporary Total Disablement for the Member.

5.2 Ceasing to be Temporarily Totally Disabled

A Member will cease to be Temporarily Totally Disabled in the event that the Member:

- (a) ceases to satisfy the definition of Temporary Total Disablement;
- (b) ceases to be covered under a Policy effected in relation to Temporary Total Disablement;
- (c) attains the Normal Retirement Age; or
- (d) dies.

5.3 Payment of Insured Benefit

An income Benefit payable under this Rule will in the case of an Insured Benefit payable under a Policy be paid in accordance with, and will cease in the circumstances set out in the Policy.

5.4 **Contribution Suspended**

Payment of contributions to the Fund by the Member (if any) may be suspended during such period in which any income Benefit is payable under this clause.

5.5 **Membership Continues**

The Member will continue to be a Member of the Fund during the period the Member is Temporarily Totally Disabled and for the eligibility period specified in the Policy for the Temporary Total Disablement.

6. **Early Retirement from Employment**

In the event of a Member, for any reason other than death, Terminal Illness or Total and Permanent Disablement:

- (a) ceasing to be an Employee of an Employer (including a Participating Employer) prior to the Normal Retirement Age and the Member is at least the preservation age; or
- (b) retiring from gainful employment,

the Trustee must, unless that Member applies to or is admitted by the Trustee to participate in the Fund as a Member under Division 2 or 3 of this Deed, pay to the Member or an Approved Benefit Arrangement the amount standing to the credit of the Accumulation Account of the Member as at the date upon which payment is made.

7. **Late Retirement from Employment**

- (a) A Member who remains in the employment of an Employer (including a Participating Employer) after the Member attains the Normal Retirement Age may with the consent of the Employer continue to make contributions to the Fund in accordance with Rule 3.1.
- (b) An Employer (including a Participating Employer) may with the consent of the Trustee continue to make contributions to the Fund in respect of a Member who remains in the employment of the Employer after the Member attains the Normal Retirement Age in accordance with Rule 3.2.

8. **Temporary Leave Of Absence**

If a Member is temporarily absent from the Service of their Employer through illness or injury or upon leave from their Employer and is not in receipt of salary or if any Member ceased to be an Employee in circumstances in which it is reasonable to expect that cessation will only be of a temporary nature and that Member will re-join the Service of their Employer, their Membership of the Fund will continue on conditions agreed to between the Employer and the Member with the consent of the Trustee.

9. **Payment on Death**

9.1 **Lump Sum Benefits**

On the death of a Member whilst still a Member, the Trustee will pay the full amount standing to the credit of the Member's Accumulation Account as at the date upon which payment is made in accordance with the provisions of clause 13.13 of the Deed.

9.2 Pension Benefit

If the Trustee determines that a Beneficiary is to be paid a Benefit on the death of a Member in accordance with clause 13.13 of the Deed, it may, with the consent of the Beneficiary, transfer that Benefit to Division 3.

Division 2 – Rules of Personal Plan

1. Membership and Application of Division

A Member may be admitted by the Trustee to this Division 2, if at the time of their admission:

- (a) they are persons in respect of whom no Employer would make contributions; or
- (b) they are ineligible to be admitted to or to remain in any other Division of this Fund; or
- (c) the Rules of any Division require a Member's interest to be transferred to this Division 2; or
- (d) they are otherwise an Eligible Person,

and in respect of whose Membership contributions may be made, and the provisions of this Division 2 will apply to such admitted Members.

2. Application of this Division

The Membership classification, the contributions payable by or in respect of, and the Benefits payable in respect of Members under this Division are exclusively determined in accordance with the provisions of this Division, provided that a Member under this Division who is an Employee of a Participating Employer is not precluded from becoming a Member of Division 1.

3. Membership Classification

There is at least one class of Membership under this Division and Members will be designated as ordinary Members, provided however, that the Trustee will have the power to create such other Membership classes with such rights, costs and entitlements, conditions of eligibility and Benefits as the Trustee determines.

4. Contributions

The Trustee may accept into the Fund any contribution made by or in respect of a Member of Division 2 that the Relevant Law permits the Trustee to accept, subject to any applicable requirements determined by the Trustee.

5. Payment of Benefits

5.1 Lump Sum Payment

Subject to Rule 10, where a Member:

- (a) retires from Employment with an Employer at or after the Normal Retirement Age; or
- (b) retires from an arrangement under which the Member was Gainfully Employed having attained the age of 60 years or such other age prescribed for this purpose under the Relevant Law and the Member requests that the Benefit be paid; or
- (c) in the opinion of the Trustee becomes Totally and Permanently Disabled; or
- (d) in the opinion of the Trustee is suffering from a Terminal Illness; or

- (e) satisfies the Relevant Law for the payment of Benefits under this Rule notwithstanding that the Member continues in employment; or
- (f) otherwise satisfies the Relevant Law for the payment of Benefits,

then such Member may be paid part or all of the amount standing to the credit of the Accumulation Account of the Member as at the date upon which payment is made.

5.2 Pension Payment

Where a Member is eligible for payment of a Benefit in accordance with Rule 5.1 above and the Member elects to receive part or all of the Benefit as a Pension, the Trustee may transfer the Member's Benefit into Division 3.

6. Temporary Total Disablement

6.1 Recognition of Temporary Total Disablement

If a Member becomes in the opinion of the Trustee, Temporarily Totally Disabled, then such Member will be paid an income stream equal to the Insured Benefit the Trustee receives under a Policy effected in relation to Temporary Total Disablement for the Member.

6.2 Ceasing to be Temporarily Totally Disabled

A Member will cease to be Temporarily Totally Disabled in the event that the Member;

- (a) ceases to satisfy the definition of Temporary Total Disablement;
- (b) ceases to be covered under a Policy effected in relation to Temporary Total Disablement;
- (c) attains the Normal Retirement Age; or
- (d) dies.

6.3 Payment of Income Benefit

An income Benefit payable under this Rule will in the case of an Insured Benefit payable under a Policy be paid in accordance with, and will cease in the circumstances set out in the Policy.

6.4 Contribution Suspended

Payment of contributions to the Fund by the Member (if any) may be suspended during such period in which any income Benefit is payable under this clause.

6.5 Membership Continues

The Member will continue to be a Member of the Fund during the period in which the Member is Temporarily Totally Disabled and for the eligibility period as is specified in the Policy for the Temporary Total Disablement.

7. Early Retirement from Employment

In the event of a Member, for any reason other than death, Terminal Illness or Total and Permanent Disablement:

- (a) ceasing to be an Employee of an Employer prior to the Normal Retirement Age and the Member is at least the preservation age; or
- (b) retiring from gainful employment,

the Trustee must, unless that Member applies to or is admitted by the Trustee to participate in the Fund as a Member under Divisions 1 or 3 of this Deed, pay to the Member the amount standing to the credit of the Accumulation Account of the Member or an Approved Benefit Arrangement as at the date upon which payment is made.

8. Late Retirement from Employment

- (a) A Member who remains in the employment of an Employer after the Member attains the Normal Retirement Age may with the consent of the Employer continue to make contributions to the Fund in accordance with Rule 4.
- (b) An Employer may with the consent of the Trustee continue to make contributions to the Fund in respect of a Member who remains in the employment of the Employer after the Member attains the Normal Retirement Age in accordance with Rule 4.

9. Temporary Leave of Absence

If a Member is temporarily absent from the Service of their Employer through illness or injury or upon leave from their Employer and is not in receipt of salary or if any Member ceased to be an Employee in circumstances in which it is reasonable to expect that cessation will only be of a temporary nature and that Member will re-join the Service of their Employer, their Membership of the Fund will continue on conditions agreed between the Employer and the Member with the consent of the Trustee.

10. Payment on Death

10.1 Lump Sum Benefits

On the death of a Member whilst still a Member, the Trustee will pay the full amount standing to the credit of the Member's Accumulation Account as at the date upon which payment is made in accordance with the provisions of clause 13.13 of the Deed.

10.2 Pension Benefit

If the Trustee determines that a Beneficiary is to be paid a Benefit on the death of a Member in accordance with clause 13.13 of the Deed, it may, with the consent of the Beneficiary, transfer that Benefit to Division 3.

Division 3 – Rules of Pension Plan

1. Membership and Application Of Division

1.1 Membership Criteria

Members may be admitted by the Trustee to this Division 3, if they are:

- (a) persons who are entitled to receive a Superannuation Lump Sum or who may elect to receive a Complying Income Stream, who make an application for Membership pursuant to clause 6 of this Deed; or
- (b) Members who have elected to receive a Pension and have been transferred from Division 1 or Division 2,

and the provisions of this Division 3 will apply to such admitted Members.

1.2 Application of this Division

The Membership classification, the contributions and the Benefits payable in respect of Members under this Division are exclusively determined in accordance with the provisions of this Division.

2. Membership Classification

There is one class of Membership under this Division and Members are designated as ordinary Members, provided however, that the Trustee will have the power to create such other Membership classes with such rights and entitlements as the Trustee determines.

3. Rollovers

A Member may only make such rollovers to this Division as are permitted by the Relevant Law.

4. Pension Payment and Pension Account

4.1 Application to Convert to Pension

At such time as a Benefit or part of a Benefit becomes payable to a Member or Beneficiary under the terms of this Deed in accordance with the Relevant Law the Trustee may, on the application of the Member or Beneficiary but otherwise in its absolute discretion determine to pay a Pension or Pensions from the Fund to the Member or Beneficiary (as the case might be):

- (a) in lieu of the whole or a portion of any lump sum Benefit which is otherwise payable to the Member or Beneficiary; or
- (b) in respect of any amounts credited to the Pension Account of a Member or Beneficiary.

4.2 Establishment of Pension Account

- (a) Where a Member or a Beneficiary has made an application under Rule 4.1 above and the Trustee determines to pay all or any part of the Benefit to the Member or the Beneficiary as a Pension, the Trustee must establish one or more Pension Accounts in respect of the Member or the Beneficiary to which Accounts the Trustee will transfer amounts determined in accordance with this Deed which the Trustee believes are necessary in order to provide the Benefits as a Pension.

- (b) Subject to the Relevant Law, each Fixed Term Pension will be provided in accordance with the Fixed Term Pension Terms and Conditions as determined by the Trustee from time to time.

4.3 Segregation of Pension Assets

In relation to each Pension payable to a Member or a Beneficiary, the Trustee may:

- (a) segregate or set apart the assets which represent the Pension Account of the Member or Beneficiary for the sole purpose of enabling the discharge of the whole or part of the current or non-current liabilities in relation to the payment of Pensions as those liabilities fall due for payment; and
- (b) constitute the segregated assets as segregated current and non-current pension assets pursuant to the Tax Act and obtain such certificates in relation to the adequacy of the assets segregated and set apart to meet the current and non-current pension liabilities as the Trustee considers necessary for the purposes of the Tax Act or as the Relevant Law requires.

4.4 Pension Account Limitation

Where a Pension is payable to or in respect of a Member or a Beneficiary or where the Trustee purchases an annuity on behalf of a Member or a Beneficiary, the total instalments of such Pension or the total purchase price of such annuity will not exceed the amount standing to the credit of a Member or Pensioner in the relevant Accumulation Account or Pension Account of the Member or Pensioner at the relevant time.

4.5 Pension Increase

Any Pension payable pursuant to the provisions of this Deed will, if permitted by the Relevant Law and agreed to by the Trustee, be increased in the course of payment from time to time by such amount as the Trustee in its absolute discretion considers appropriate to compensate the Pensioner for cost of living increases, provided however, that any increase will be at least the minimum required by the Relevant Law in respect of the type of Pension being paid.

4.6 Nominated Beneficiary

(a) Reversionary Beneficiary

- (i) A Member may, upon the opening of their Pension Account, notify the Trustee of the name and address of any Reversionary Beneficiary to whom a Reversionary Pension payable upon the Member's death must be paid.
- (ii) A Pre-Merger SERF Allocated Pensioner Member and a Pre-Merger SERF N-CAP Member may not replace or revoke any nomination of a Reversionary Beneficiary in force immediately before the SRF Merger Date, and any death benefit nomination made by them under clause 13.13 of the Deed will only apply if the nomination of a Reversionary Beneficiary is determined by the Trustee to be invalid or ineffective under the Relevant Law.

(b) Death Benefit Nomination

- (i) On the death of a Member whilst still a Member, and in the absence of a Reversionary Beneficiary, the Trustee will pay the full amount standing to the credit of the Member's Pension Account as at the date upon which payment is made in accordance with the provisions of clause 13.13 of the Deed.

4.7 **Death of Pensioner where there is a Reversionary Beneficiary**

- (a) After the death of a Pensioner who was at the time of death still in receipt of a Pension under this Deed, the Trustee may in its discretion determine to pay to the Reversionary Beneficiary a Pension or a lump sum Benefit which must not exceed an amount calculated in accordance with the Relevant Law.
- (b) After the death of a Fixed Term Pension Member before the end of the Fixed Term the Trustee will pay the balance of the Fixed Term Pension to the Reversionary Beneficiary as a Fixed Term Pension in accordance with the Fixed Term Pension Terms and Conditions, if and to the extent permitted by the Relevant Law.

4.8 **Death of Pensioner where there is no Reversionary Beneficiary**

In the event of the death of a Pensioner whilst there is still an amount standing to the credit of the Pension Account of the Pensioner and where no Reversionary Beneficiary has been nominated the balance of such Pension Account will be dealt with in accordance with the provisions of clause 13.13(c) of this Deed.

4.9 **Closed Pensions**

- (a) Each Closed Pension is to be maintained by the Trustee and payable to a Pensioner according to the terms and conditions agreed between the Pensioner and the Trustee and/or any rules made by the Trustee to govern the Closed Pension.
- (b) The Trustee must not make payments, commute or otherwise deal with a Closed Pension if such payment, commutation or dealing is proscribed by the Pension Standards or otherwise by the Relevant Law.
- (c) This rule 4.23 applies to a Pensioner in receipt of a Closed Pension despite any other rules in this Benefit Division.

5. **Account Based Pension**

Where an Account Based Pension is payable from the Fund, the following conditions apply to the payment of the Pension:

- (a) the total of any Pension payments in any year must be at least the amount required by the Relevant Law; and
- (b) the Pension is transferable only to another person on the death of the Pensioner; and
- (c) the capital value of the Pension and the income from it cannot be used as security for a borrowing;
- (d) upon the death of the Pensioner the Pension must not continue to be paid as a Pension to:
 - (i) an adult Child at least 25 years of age (unless they have a disability); or
 - (ii) a Child between the ages of 18 and 24 who was not a financial dependant on the Pensioner; or
 - (iii) the Legal Personal Representative of the estate of the Pensioner;
- (e) the Pension cannot be commuted in whole or in part except where permitted by the Relevant Law.

- (f) no minimum payment of the Pension will be required in a financial year where that Pension commences after 1 June in that financial year unless the Relevant Law otherwise requires; and
- (g) no payment by way of contribution or by way of a Roll Over Payment will be added to the Pension Account after it is established, unless otherwise permitted by Relevant Law.

6. Commutation of Pension

6.1 Conditions of Commutation

On the written application of a Pensioner or Reversionary Beneficiary, the Trustee may commute to a lump sum Benefit the whole or any part of a Pension payable from the Fund to such Pensioner or Reversionary Beneficiary as applicable, provided that:

- (a) the commutation of the Pension is permitted by the Relevant Law;
- (b) the Trustee determines the amount of the lump sum payable in respect of the Pension being commuted and may for that purpose obtain the advice of the Actuary; and
- (c) in the opinion of the Trustee, the commutation would not be to the disadvantage of the Fund, the Employers, the remaining Members, Beneficiaries, Pensioners or Reversionary Beneficiaries.

6.2 Payment of Lump Sum Benefit

The Trustee must pay the amount of the lump sum Benefit in respect of the Pension being commuted to the Pensioner or the Reversionary Beneficiary who applied for the commutation but subject to any other applicable provisions of this Deed.

6.3 Adjustment of Pension following the Commutation

Following the commutation of a part of a Pension, the Trustee must reduce the total amount of the instalments of any Pension payable to the Pensioner by such amount as it considers appropriate.

7. Variation of Pension terms and conditions

7.1 Trustee may change Pension Terms

Notwithstanding Rules 5, 6 and 8, the Trustee has full discretion to offer the Pensions on terms which are consistent with the Relevant Law and may therefore offer Pensions on terms which reflect changes in the Relevant Law without being required to amend the terms of this Deed or may further change the terms of a Pension which has already commenced without being required to amend the terms of the Deed.

7.2 Pensions may be paid in other forms

The Trustee also has a discretion to pay Pensions in any form permitted by the Relevant Law which may include forms other than those specifically referred to in this Deed.

7.3 Trustee may document variations

The Trustee may further document the terms governing Pensions in any manner it considers appropriate whether by way of variation, addition, qualification or deletion.

8. Transition to Retirement Income Stream at preservation age

8.1 Where a Member attains his or her preservation age but does not retire from gainful employment the Trustee may offer an Account Based Pension (**Transition to Retirement Income Stream** or **TTR Stream**) on the terms specified in these Rules except that the Account Based Pension cannot be commuted to a Superannuation Lump Sum unless:

- (a) the purpose of the commutation is:
 - (i) to cash an unrestricted non-preserved benefit; or
 - (ii) to pay a superannuation contributions surcharge; or
 - (iii) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
- (b) before the commutation the Pensioner has satisfied a condition of release in respect of which the cashing restriction for Preserved Payment Benefits and restricted non-preserved benefits is nil.

8.2 The total Pension payments made in a financial year to a Pensioner for a Transition to Retirement Income Stream may be no more than 10% of either:

- (a) the Pension Account balance on 1 July in the financial year in which the payment is made; or
- (b) if the relevant financial year is the year in which the Pension commences, the Pension Account balance on the commencement day or such other amount as required under the Relevant Law.

9. Definitions

For the purposes of this Division 3, unless the context requires otherwise.

- (c) "Allocated Pension" has the meaning given to "account-based pension" under the SIS Act and SIS Regulations.
- (d) "Allocated Pensioner Member" means a person admitted to receive an Allocated Pension subsequent to their membership of Divisions 5, 6 or 7.
- (e) "Fixed Term" has the meaning given to it under the SIS Act and SIS Regulations and is for a period determined by the Trustee.
- (f) "Fixed Term Pension Terms and Conditions" means the terms and conditions on which the Fixed Term Pension is provided from the Fund and as determined by the Trustee and advised to Members from time to time.
- (g) "Fixed Term Pension" has the meaning given to "pension" in the SIS Act and SIS Regulations.
- (h) "Fixed Term Pension Member" means a person admitted to this Division as a Fixed Term Pension Member. "Pre-Merger SERF Allocated Pensioner Member" means an Allocated Pensioner Member immediately before the SRF Merger Date under the Rules as in force immediately before the SRF Merger Date other than a Pre-Merger SERF N-CAP Member.

- (i) "Pre-Merger SERF N-CAP Member" means an Allocated Pensioner Member immediately before the SRF Merger Date under the Rules as in force immediately before the SRF Merger Date who was being paid a pension under Rule 7.2 of Schedule A4 of those Rules.
- (j) "Pre-Merger SRF Allocated Pension Member" means an Allocated Pension Member of the SRF Fund under the Former SRF Fund Rules (as described in Division 7) immediately before the SRF Merger Date.
- (k) "Pre-Merger SRF TTR Stream Member" means a Member of the SRF Fund who had a Transition to Retirement Income Stream Account under Rule 20A of the Former SRF Fund Rules (as described in Division 7) immediately before the SRF Merger Date.
- (l) "SRF Merger Date" means 1 March 2009.

Division 4 – Local Super Sub-Plan

Sub-Division A – Introduction

1. Continuation of LS Scheme

1.1 With effect from 29 April 2022 the scheme known as the Local Government Superannuation Scheme (also known as Local Super and the LS Scheme) continues in existence as a Sub-plan of the Fund pursuant to clause 2(1)(b) of Schedule 1 to the Amendment Act and is governed by the terms and conditions of these Rules. That scheme is a Sub-plan of the Fund known as the Local Super Sub-plan and is referred to in these Rules as the “LS Scheme”.

2. Provisions applicable to LS Scheme

2.1 These Rules govern the LS Scheme.

2.2 The Trustee shall administer the LS Scheme:

- (a) in accordance with these Rules; and
- (b) in such a way that it satisfied the standards and conditions required by the SIS Act, the SIS Regulations and the APRA Standards.

To the extent that there is any conflict between a provision of these Rules and the standards and conditions required by the SIS Act, the SIS Regulations or the APRA Standards, the standards and conditions required by the SIS Act the SIS Regulations and the APRA Standards prevail.

2.2A To the extent that any Member of the LS Scheme has a MySuper Product and any provision under clause 2.6 of the Deed conflicts with or is otherwise inconsistent with the operation or application of these Rules the provisions of clause 2.6 of the Deed prevail and apply.

2.3 These Rules are divided into five (5) sub-Divisions, as follows:

- (a) Sub-Division A – Introduction;
- (b) Sub-Division B – General;
- (c) Sub-Division C – Industry;
- (d) Sub-Division D – Personal [Deleted]; and
- (e) Sub-Division E – LS Glossary.

2.4 Sub-Divisions A and B apply to Members of Sub-Division C.

2.5 Sub-Division C applies only to Members of that Sub-Division.

2.6 Sub-Division D has been deleted.

2.7 [Deleted]

2.8 These Rules form part of the Deed and the Trustee has power to amend these Rules in the same way as it has power to amend the Deed, subject to the additional restrictions on amendment expressly set out in these Rules.

2.9 Unless expressed to the contrary in these Rules (including without limitation under rule 1.1 and notwithstanding clause 3.2(e) of the Deed):

- (a) to the extent of any conflict between the terms of the Deed (excluding these Rules) and these Rules, these Rules prevail, other than clauses 2.1, 2.2, 2.3, 2.6, 8.1(c)(v), 8.1(c)(viii), 8.1(c)(ix), 8.1(c)(iii)(E), 8.1(d)(iii)(D), 8.1(e)(iv)(D) and 11.9(b) of the Deed;
- (b) to the extent of any conflict between the terms of Sub-Division A and the terms of Sub-Divisions B, C or D, the terms of Sub-Division A prevail;
- (c) to the extent of any conflict between the terms of Sub-Division B and the terms of either Sub-Division C or Sub-Division D, the terms of Sub-Division B prevail;
- (d) the definitions used in these Rules and set out in Sub-Division E apply only to these Rules; and
- (e) a reference in these Rules to a particular Sub-Division is a reference to that Sub-Division of these Rules.

2.10 Subject to Rules 2.9, 2.11 and 2.12:

- (a) the provisions of Part 1 of the Deed apply in respect of the LS Scheme; and
- (b) a term defined in the Glossary to the Deed applies in respect of the LS Scheme only to the extent that:
 - (i) it is used in these Rules; and
 - (ii) it is not defined in the LS Glossary.

2.11 The following provisions of the Deed do not apply in respect of the LS Scheme:

- (a) [Deleted];
- (b) Clause 6 (**Participation and Membership**)
- (c) clauses 8.1 to 8.4 (other than clause 8.3);
- (d) [Deleted];
- (e) [Deleted];
- (f) [Deleted];
- (g) clause 7.1(b) (**Suspension of Contributions**)
- (h) clause 8.1(c)(x) (**Moneys Owning to Fund**)
- (i) [Deleted]
- (j) clauses 8.1(c)(v), 8.2(a)(iii)(E), 8.2(d)(iii)(D) and 8.2(e)(iv)(D) but only to the extent these clauses relate to the Fund's taxable income (**Tax on Income**);
- (k) clause 10.2 (**Trustee Right to Rectify**);
- (l) clause 10.3 (**Premiums for Policy**);
- (m) clause 10.4 (**Limitations on Policy**);
- (n) [deleted];

- (o) clause 10.5 (**Payment of Insured Benefit**);
- (p) clause 13.12 (**Retention of Benefit in Fund**);
- (q) Division 3

2.12 The definition of “Member” in the Glossary to the Deed is modified in respect of its application to the LS Scheme and these Rules to appear as follows:

“**Member** has the meaning given to that term for Rules governing the Local Super Sub-plan and for the avoidance of doubt includes a person who remains a Member of the LS Scheme as an LS Restructured Member;”.

2.13 [Deleted]

2.14 [Deleted]

2.15 [Deleted]

2.16 [Deleted]

2.17 In respect of an LS Restructured Member, notwithstanding the other provisions of these Rules, with effect from the Restructure Date:

- (a) the LS Restructured Member will have a nil balance in each of the following:
 - (i) the Member’s Credit;
 - (ii) [deleted];
 - (iii) the special account established under rule 58(d) of Sub-Division C the Member’s Credit,

as those accumulation accounts and rules existed and were known under the former Division 9 of the Former Fund’s trust deed as it applied on the Restructure Date (LS Accumulation Accounts);
- (b) the LS Restructured Member will have no entitlement to be paid the balance of any LS Accumulation Account under these Rules;
- (c) the LS Restructured Member will not be entitled to any other benefit under these Rules to the extent that it is attributable to the present or prospective entitlement that was transferred to former Division 1, Division 2 and/or Division 3 of the Former Fund’s trust deed in respect of that Member on the Restructure Date and the LS Restructured Member shall not be entitled to any insured benefit under these Rules other than (as applicable):
 - (i) Salarylink Insurance Benefits;
 - (ii) benefits that constitute an insured component of the defined benefit presently or prospectively payable in respect of a Restructured Old Benefit Member;
 - (iii) [Deleted]; and
 - (iv) any insured benefits effected by the Trustee under rule 2.18;
- (d) no amounts paid to the Fund will be allocated to any LS Accumulation Account in respect of the LS Restructured Member under these Rules;

- (e) if these Rules provide for an amount to be credited or allocated to, paid to, retained in, or transferred to, an LS Accumulation Account, that amount must instead be:
 - (i) credited or allocated to, paid to, retained in or transferred to a Superannuation Account in respect of the LS Restructured Member in Division 1 or Division 2 (as applicable) and/or to a new Pension Account in respect of the LS Restructured Member in Division 3 if the Restructured Member has requested the establishment of such a Pension Account; or
 - (ii) if the LS Restructured Member does not have a Superannuation Account in the Division 1 or Division 2 (as applicable) and has not requested the establishment of a Pension Account in Division 3, subject to Relevant Law:
 - (A) transferred to an Approved Benefit Arrangement; or
 - (B) credited or allocated to, paid to, or transferred to (as the case may be) a Superannuation Account in Division 1 or Division 2 (as applicable) established in respect of the Member, in such manner as the Trustee determines is appropriate in respect of the LS Restructured Member.
- 2.18 Subject to Relevant Law, the Trustee may (but is not obliged to) under these Rules effect Policies and provide entitlements to benefits insured under such Policies in order to provide for a continuation of insurance cover for LS Restructured Members (or particular categories of LS Restructured Members) who cease Service in circumstances where such cessation of Service would otherwise result the cessation of insurance cover and, if the Trustee does so:
- (a) an LS Restructured Member will cease to be entitled to such insurance cover and insured benefits under these Rules upon the earliest of the following:
 - (i) the LS Restructured Member ceasing to be entitled to any other benefits under these Rules;
 - (ii) cancellation of such insurance cover;
 - (iii) at such time, or on the occurrence of such event, as is determined by the Trustee either in respect of a particular LS Restructured Member or in respect of a particular class of LS Restructured Members; and
 - (b) the Trustee may deduct from the benefits payable in respect of an LS Restructured Member an amount representing the cost of providing insurance cover in respect of the LS Restructured Member under this rule 2.18, as determined by the Trustee.
- 2.19 Notwithstanding the transfer of accumulation benefit entitlements of LS Restructured Members from the LS Scheme to the Statewide Super Benefit Division or the Statewide Super Pension Benefit Division on or about 1 July 2013 and subsequently to the Fund on or about 29 April 2022, until an LS Restructured Member ceases to be a Member of the Fund, that LS Restructured Member will be deemed to remain a "Member" of the "LS Scheme", but with such terms and conditions applicable to such membership being (subject to sub-clauses 45(d), 45(e), 45(f)(vi), 45(f)(vii) and 45(f)(viii) of the terms of the former Section 1 of the Former Fund's trust deed):
- (a) in respect of an LS Restructured Member the terms and conditions of these Rules to the extent they are applicable to entitlements of such an LS Restructured Member;

- (b) the terms and conditions applicable to a Member of the Statewide Super Pension Benefit Division to the extent they are directly or indirectly relevant to any Pension entitlement of the LS Restructured Member under that Benefit Division; and
- (c) the terms and conditions applicable to a Member of the Statewide Super Benefit Division in respect of any other entitlements of the LS Restructured Member in the Fund.

3. LS Fund

3.1 The assets and monies held by the Trustee pursuant to funds generated under the LS Scheme pursuant to the 1934 Act and continued pursuant to the 1999 Act and the Amendment Act continue as the LS Fund governed by these Rules.

3.2 The LS Fund shall consist of:

- (a) contributions paid by Members of Sub-Division C of the LS Scheme and by Councils in respect of such Members;
- (b) [Deleted];
- (c) all other moneys received by the Trustee in connection with the LS Scheme; and
- (d) income derived from the investment of the LS Fund.

3.3 The LS Fund shall:

- (a) form part of the Fund;
- (b) be separately identifiable within the Fund;
- (c) only be held, applied and dealt with by the Trustee for the purposes of the LS Scheme in accordance with these Rules;
- (d) be available for the payment of benefits under the LS Scheme;
- (e) be available for the payment of other costs and expenses of administering the LS Scheme; and
- (f) be available for the payment of any taxation for which the LS Fund is liable in pursuance of the Tax Act.

3.4 [Deleted]

3.5 The Trustee may establish a separately identifiable reserve account within the LS Fund (known as the "LS Administration Reserve Account") for the purposes of satisfying any requirement under the Relevant Law for the Trustee to maintain a minimum level of separately identifiable liquid assets in a reserve account. The LS Administration Reserve Account, if established, shall initially be funded from existing reserves in the LS Fund and may be applied and replenished from other reserves within the LS Fund as determined by the Trustee in a manner that is consistent with rule 3.3 and Relevant Law.

4. Actuarial Reviews

4.1 The Trustee must at least once in every three years obtain a report from an Actuary on the state and sufficiency of the LS Fund.

- 4.2 An investigation shall be made by the Actuary into the state and sufficiency of the LS Fund as at 30 June 2017 and as at the expiration of each period of three years thereafter and at such other times as may be required under the SIS Act.
- 4.3 The Actuary shall within six months forward the Actuary's report on the investigation to the Trustee and the Actuary's report shall state:
- (a) any variation necessary in contributions, given no change in benefits, and any variation necessary in benefits, given no change in contributions; and
 - (b) any other matter required to be included in the Actuary's report under the SIS Act.
- 4.4 If the Actuary recommends a change in the relationship between contribution levels and benefit levels the Trustee shall refer the report to the LGA and the Employee Associations for comment before making any recommendations it thinks fit to make as a result of the report.
- 4.5 The Trustee shall not make any recommendation to increase the rate of contributions payable by Councils in terms of rule 23(a)(i) of Sub-Division C unless it first receives the agreement of the LGA.
- 4.6 The Trustee shall not recommend any change to the LS Scheme which will detrimentally affect any of the rights of an Old Benefit Member or which will reduce the benefits of a Transferred Member arising from the Member's membership of a Previous Plan without the consent of that Member.
- 4.7 [Deleted]

5. Restrictions on Amendment

- 5.1 No amendment to the Deed may operate so as:
- (a) to reduce the amount of a benefit presently or prospectively payable from the LS Scheme to the extent that the benefit has accrued in respect of the period up to the date of commencement of the amendment;
 - (b) to impose a liability on a person (other than the Trustee) in connection with the LS Scheme in respect of anything done or omitted to be done before the date of commencement of the amendment; or
 - (c) to cause the Trustee to contravene the SIS Act in connection with the LS Scheme.
- 5.2 Any amendments to the Deed must be made in accordance with clause 14 of the Deed and will take effect in accordance with that clause, subject to the additional restrictions set out in this rule 5.

6. Excess Contributions

Notwithstanding any other provision of these Rules:

- 6.1 the Trustee shall not accept contributions into the LS Fund which would not be permitted to be accepted into the LS Fund under the SIS Act;
- 6.2 the Trustee must return contributions to a Member to the extent that the SIS Act requires it to do so;

- 6.3 the Trustee may reduce or deduct amounts from the amount that would otherwise be returned to a Member to the extent it is permitted to do so under the SIS Act;
- 6.4 the Trustee may in such time and manner as the Trustee considers necessary or convenient to comply with the Tax Act or the SIS Act:
- (a) determine and report contributions in respect of a Member to the Commissioner;
 - (b) release amounts for the payment of excess contributions tax in respect of a Member;
 - (c) make provision for excess contributions tax payable in respect of a Member using such assumptions as the Trustee considers reasonable;
 - (d) take any other action to pay an account for an amount to be paid in respect of a Member to the Commissioner or receive by way of refund in respect of the Member from the Commissioner including any consequential adjustment to the Member's benefits accrued in respect of the period from 1 July 2007.

Sub-Division B – General

PART 1 – APPLICATION OF SUB-DIVISION B

1. Application

This Sub-Division B of these Rules applies to and in respect of all Members in Sub-Division C unless expressed to the contrary.

2. Interpretation

- (a) A reference to a Member in this Sub-Division B is a reference to a Member of this Sub-Division.
- (b) In respect of a Member, a reference to these Rules in this Sub-Division B is, unless expressed to the contrary, a reference to these Rules set out in each of Sub-Divisions A, B and C.
- (c) A reference to a specific rule under this Sub-Division B is, unless expressed to the contrary, a reference to a rule under this Sub-Division B.

PART 2 – BENEFIT PAYMENTS

3. Payment of Benefits

A benefit payable in accordance with these Rules shall be paid or applied by the Trustee in the following manner:

- (a) where the Member has died and as a result a lump sum benefit becomes payable in respect of the Member, the benefit shall be paid:
 - (i) if the Member is an LS Restructured Member – in accordance with clause 13 of the Deed
 - (ii) [Deleted];
 - (iii) [Deleted];
- (b) subject to paragraph (c) and to rule 58 of Sub-Division C and rule 8, in any other case the benefit shall be paid to the Member in a lump sum;
- (c)
 - (i) any benefit which is required to be preserved by the Relevant Law shall remain in the Fund or be transferred to an Approved Benefit Arrangement until payment is permitted under the Relevant Law;
 - (ii) if the benefit is or becomes a retained benefit under the Sub-Division C because either:
 - (A) the Election Conditions are satisfied by the Member; or
 - (B) the Default Conditions are satisfied by the Member,

the benefit shall be dealt with in accordance with rule 58 of Sub-Division C;
- (d) all benefits payable to Members or their beneficiaries will from the date of cessation of Service until the date of payment unless otherwise provided by these Rules accrue interest at the Declared Rate to 30 September 2001 and thereafter will vary in

accordance with movements in the value of Units notionally allocated by the Trustee in respect of those benefits which have not been cancelled;

- (e) if any portion of a benefit is covered by a Policy an amount will be allocated under paragraph (d) to such portion of the Member's or beneficiary's benefit only from the time that the Trustee receives proceeds from the Insurer in respect of the relevant claim under the Policy unless the Member had ceased Service before 1 October 2003;
- (f) if under Sub-Division C any portion of a benefit is an insured benefit which is not covered by a Policy an amount will be allocated under paragraph (d) to such portion of the Member's or beneficiary's benefit only from the later of:
 - (i) the date the Member ceased Service; and
 - (ii) the date the insured benefit is approved by the Trustee for payment to or in respect of the Member,

on the basis that the Trustee must not make any allocation of Units in respect of an insured amount of a benefit until such insured benefit entitlement is approved by the Trustee or an authorised delegate of the Trustee.

4. Nominated Dependants

[Deleted]

5. Restriction of Discretion

Notwithstanding any rule under which a discretion is conferred upon the Trustee in relation to a benefit payable to someone other than a Member in the event of the Member's death or physical or mental incapacity, the Trustee, in exercising such a discretion, shall not discriminate against a potential beneficiary on the grounds of the sex or marital status of that potential beneficiary.

6. Moneys Owning by Former Member

Where a Member ceased to be a Member and at the time of that cessation that former Member was indebted to the LS Fund for any moneys, the Trustee may retain out of the moneys payable to that former Member a sum sufficient to satisfy that indebtedness.

7. Forfeiture of Benefits

If any Member shall:

- (a) in the opinion of the Trustee be or become of unsound mind or incapable of managing the Member's own affairs; or
- (b) attempt or claim to assign, charge, dispose of or otherwise alienate any benefit (excluding any conduct which constitutes an act of bankruptcy or a deed of assignment or a deed of arrangement or otherwise results in the Member becoming a bankrupt under the *Bankruptcy Act 1966*),

then any benefit in respect of the Member shall immediately be forfeited (except to the extent that the Relevant Law does not permit such forfeiture) and the Trustee in its discretion shall apply such benefit for the benefit of that Member in such manner as the Trustee in its discretion shall think fit.

8. Pension Option

- (a) If a Member or any other person in respect of whom an amount would otherwise be payable in accordance with these Rules so requests prior to the Restructure Date and the Trustee agrees the Trustee shall pay to that Member or person as the case may be in lieu of part or all of such amount a pension of such amount and payable in such manner as the Trustee shall determine on the advice of the Actuary.
- (b) [Deleted]
- (c) From 20 September 2007, the Trustee may continue to pay a Non-commutable Allocated Pension to a Member if it commenced to be paid prior to 20 September 2007.
- (d) Subject to the above conditions, the Trustee shall pay any such Account Based Transition to Retirement Pension or Non-commutable Allocated Pension to a Member in such amounts and in such manner as the Trustee shall determine. If while a Member is in receipt of either an Account Based Transition to Retirement Pension or a Non-commutable Allocated Pension the Member otherwise becomes entitled to a benefit payment under these Rules the Trustee must adjust any lump sum or other pension benefit payable to the Member to take account of the amount already applied towards the Member's Account Based Transition to Retirement Pension or Non-commutable Allocated Pension (as the case may be).
- (e) For the purposes of paragraph (a) above, the Trustee may determine rules and policies regarding the pension benefits which may be paid from the LS Scheme and, without limiting the generality of the foregoing, the Trustee may determine rules and policies for the payment of:
 - (i) in the case of pensions offered prior to 20 September 2007:
 - (A) a Life Time Pension;
 - (B) a Term Pension (provided that no Term Pension may be commenced on or after 1 July 2013);
 - (C) an Allocated Pension (including a Non-commutable Allocated Pension);
 - (D) a Term Allocated Pension; and
 - (ii) in the case of pensions offered from 20 September 2007:
 - (A) an Account Based Pension (including an Account Based Transition to Retirement Pension);
 - (B) a Non-Account Based Pension.
- (f) Without limiting the Trustee's power under this rule 8 to make rules and policies regarding pension benefits which may be paid from the LS Scheme, upon the written request of a Member in a form prescribed by the Trustee, the Trustee may determine in circumstances permitted by the Relevant Law to commute all or part of an Account Based Transition to Retirement Pension or a Non-commutable Allocated Pension and the Trustee shall take such action as it considers necessary and appropriate in the circumstances to adjust any benefits for the Member and make any other arrangements for the Member and for the LS Scheme to take account of such commutation.

- (g) The Trustee may vary the rules and policies which apply to pension benefits, segregate assets, establish separate accounts, obtain actuarial advice and certification and take such other action to ensure that the pension standards under the SIS Regulations are satisfied and that the optimum taxation concessions are available in connection with the pension benefits payable from the LS Scheme.
- (h) On and from 1 June 2003 a Member who is entitled to an Account Based Pension (including an Account Based Transition to Retirement Pension, if applicable) or to an Allocated Pension (including a Non-commutable Allocated Pension, if applicable) may elect by notice in writing to the Trustee (which notice may be received by the Trustee before 1 June 2003), in a form prescribed by the Trustee, to have the Member's pension payments made by cancellation of Units in one or more of the Investment Portfolios to which the Member's Account Based Pension (including an Account Based Transition to Retirement Pension, if applicable) or Allocated Pension (including a Non-commutable Allocated Pension if applicable) benefit is applied in the proportions selected by the Member. The Trustee must give effect to a Member's election made pursuant to this rule 88(h) as soon as is reasonably practicable after written notice of the election has been received. If a Member does not make an election pursuant to this rule 88(h) or if at any time the Trustee is unable to implement the Member's election the pension payments will be made by cancellation of Units in one or more of the Investment Portfolios to which the Member's Account Based Pension (including an Account Based Transition to Retirement Pension, if applicable) or Allocated Pension (including a Non-commutable Allocated Pension, if applicable) benefit is applied in proportions determined by the Trustee.
- (i) A Member who is entitled to a Term Allocated Pension may elect by notice in writing to the Trustee, in a form prescribed by the Trustee, to have the Member's pension payments made by cancellation of Units in one or more of the Investment Portfolios to which the Member's Term Allocated Pension benefit is applied in the proportion selected by the Member. The Trustee must give effect to a Member's election made pursuant to this rule 88(i) as soon as is reasonably practicable after written notice of the election has been received. If a Member does not make an election pursuant to this rule 88(i) or if at any time the Trustee is unable to implement the Member's election the pension payments will be made by cancellation of Units in one or more of the Investment Portfolios to which the Member's Term Allocated Pension Benefit is applied in proportions determined by the Trustee.
- (j) For the avoidance of doubt, the Trustee must comply with the Family Law Requirements and exercise all powers under rule 12 to the extent that they relate to the payment of pensions.
- (k) Without limiting any other powers of the Trustee under these Rules or otherwise, the Trustee may impose a fee on a Member in respect of the establishment, maintenance, payment, commutation or other administration connected with an Account Based Pension, Account Based Transition to Retirement Pension or a Non-commutable Allocated Pension for the Member.

PART 3 – TRANSFERS AND LIKE ARRANGEMENTS

9. Rollover Payments, SHASA and SG Vouchers

- (a) Where, immediately prior to becoming a Member, a Member participated in an Approved Benefit Arrangement (other than a Previous Plan), the Trustee may accept

into the LS Fund the whole or any part of a benefit payable in respect of that Member from that Approved Benefit Arrangement and the benefits payable under these Rules in respect of that Member shall be adjusted in such manner as is determined by the Trustee, after considering the advice of the Actuary, to take account of the amount of benefit received by the LS Fund.

- (b) [Deleted]
- (c) [Deleted]
- (d) [Deleted]
- (e) [Deleted]

10. Eligible Rollover Funds

Notwithstanding any other provision of these Rules the Trustee:

- (a) shall transfer a Member's or beneficiary's benefits out of the LS Fund as required by the Relevant Law; and
- (b) may transfer a Member's or beneficiary's benefits out of the LS Fund as permitted by the Relevant Law,

and shall not be required to obtain the consent of the Member or beneficiary to effect such transfers unless the Relevant Law so requires.

11. Splittable Contributions

- (a) A Member may, in the circumstances permitted and form required by Division 6.7 of the SIS Regulations, apply to the Trustee to rollover or transfer out of the LS Scheme or Allot an amount of benefits that is equal to some or all of the Splittable Contributions made by, for, or on behalf of the Member in:
 - (i) the last financial year that ended before the application; or
 - (ii) the financial year in which the application is made where the Member's entire benefit is to be rolled over or transferred in that year.
- (b) The Trustee may at its discretion accept and give effect to an application by a Member made under this rule 11 but only if it is permitted to do so by Division 6.7 of the SIS Regulations.
- (c) If the Trustee accepts an application by a Member under this rule 11, the Trustee must as soon as practicable and in any event within 90 days of receiving the application:
 - (i) transfer or rollover the amount of benefits for the benefit of the Receiving Spouse to an Approved Benefit Arrangement in accordance with the Relevant Law, following which the Receiving Spouse will cease to have any entitlement under the LS Scheme with respect to the amount transferred or rolled over; or
 - (ii) permit a Receiving Spouse to become a Member of Division 1 or Division 2 (as applicable) and if a Receiving Spouse becomes a Member of Division 1 or Division 2 (as applicable) or is already a Member of Division 1 or Division 2 (as applicable) – Allot the amount of benefits for the benefit of the Receiving Spouse to the Member's Superannuation Account, following which the Receiving Spouse will

cease to have any entitlement as a Receiving Spouse with respect to the amount Allotted.

- (d) If the Trustee rolls-over or transfers out of the LS Scheme or Allots an amount of benefits for the benefit of the Receiving Spouse in accordance with this rule 11, the Trustee must make a corresponding reduction in the entitlement of the Member who made the application under rule 11.
- (e) To the extent permitted by the Relevant Law, the Trustee may charge fees to Members and Receiving Spouses with respect to any action carried out in accordance with this rule 11. Fees may be charged at such times and in such manner as the Trustee determines including by deduction from the entitlements of Members or Receiving Spouses.
- (f) Notwithstanding anything in these Rules to the contrary:
 - (i) a Receiving Spouse cannot exercise any right, power, discretion or approval which he or she is not empowered to validly exercise at law;
 - (ii) the Trustee may accept and give effect to an application made by a Member under this rule 11 only if it relates to an interest that is:
 - (A) an accumulation interest (within the meaning of the SIS Regulations); or
 - (B) a defined benefit interest that is not a defined benefit component (within the meaning of the SIS Regulations); and
 - (C) neither subject to a Payment Split nor a Payment Flag.

12. Compliance with Family Law Requirements

- (a) Notwithstanding any other provision of these Rules the Trustee must comply with the Family Law Requirements.
- (b) Without limiting rule 12(a) the Trustee may take such action as it considers appropriate in order to:
 - (i) recognise a Payment Split or Payment Flag with respect to a Splittable Payment of a Member;
 - (ii) value a Member's interest in the LS Scheme for the purpose of the Family Law Requirements;
 - (iii) determine a Non-member Spouse's entitlement in respect of a Splittable Payment including adjustments to that entitlement;
 - (iv) provide information to Members and Non-member Spouses pursuant to the Family Law Requirements and the Relevant Law;
 - (v) give effect to any matter in connection with the LS Scheme so far as it is incidental to the Family Law Requirements.
- (c) Upon an amount becoming payable to a Non-member Spouse pursuant to the Family Law Requirements or the Trustee deciding to give effect to a Payment Split in accordance with rule 12(h) and in the circumstances permitted by the Relevant Law the Trustee may:

- (i) transfer the Non-member Spouse's entitlement to an Approved Benefit Arrangement in accordance with the Relevant Law; or
- (ii) if permitted by the Relevant Law – pay the Non-member Spouse's entitlement to the Non-member Spouse,

following which the Non-member Spouse will cease to have any entitlement under the LS Scheme with respect to the amount transferred or paid.

- (d) In the circumstances permitted by the Family Law Requirements and the Relevant Law the Trustee may:
 - (i) upon the request of a Non-member Spouse - determine to permit a Non-member Spouse to become a Division 1 or Division 2 (as applicable) Member;
 - (ii) if the Non-member Spouse does not provide instructions for transfer, payment or allotment of the Non-member Spouse's entitlement in such form, and within such reasonable time, as is prescribed by the Trustee– determine to treat the Non-member Spouse as if the Non-member Spouse had applied to become a Division 1 or Division 2 (as applicable) Member; and
 - (iii) if a Non-member Spouse becomes a Division 1 or Division 2 (as applicable) Member or is already a Division 1 or Division 2 (as applicable) Member – allocate the Non-member Spouse's entitlement to the Member's Superannuation Account,

following which the Non-member Spouse will cease to have any entitlement as a Non-member Spouse with respect to the amount allocated.

- (e) If the Trustee pays, transfers or allocates a Non-member Spouse's entitlement to or for the benefit of the Non-member Spouse in accordance with this rule 12, the Trustee must make a corresponding reduction in the entitlement of the Member to whom the Splittable Payment would have been made but for the Payment Split, which adjustment may, if rule 12(h) applies, be made in whole or in part pursuant to the operation of a Family Law Offset Account.
- (f) To the extent permitted by the Family Law Requirements the Trustee may charge fees to Members and Non-member Spouses with respect to any action carried out in connection with this rule 12. Fees may be charged at such times and in such manner as the Trustee determines including by deduction from the entitlements of Members and Non-member Spouses.
- (g) Notwithstanding anything in these Rules to the contrary:
 - (i) the rights and benefits of Non-member Spouses are subject to the Family Law Requirements and the Relevant Law;
 - (ii) a Non-member Spouse cannot exercise any right, power, discretion or approval which he or she is not empowered to validly exercise at law;
 - (iii) the Trustee must not give effect to a request made by or on behalf of a Non-member Spouse to transfer or pay an amount to or for the benefit of the Non-member Spouse or to create a separate interest for the Non-member Spouse if the Non-member Spouse's request relates to an entitlement under a Payment Split that is in respect of a Member's Defined Benefit Interest whilst such interest

remains in the Growth Phase unless the Trustee has determined, independently of such a request, to give effect to such Payment Split pursuant to rule 12(h).

- (h) The Trustee may, in its absolute discretion, give effect to a Payment Split in respect of a Member's Defined Benefit Interest whilst such interest remains in the Growth Phase by transferring, allocating or paying an amount for the benefit of the Non-member Spouse in accordance with either rule 12(c) or 12(d).
- (i) If the Trustee exercises its discretion to give effect to a Payment Split under rule 12(h), the Trustee may establish a Family Law Offset Account in respect of the Member. Notwithstanding any provision of these Rules other than rule 12(m), if a Family Law Offset Account is established in respect of a Member the Trustee may reduce the benefits otherwise payable to the Member from the LS Fund by an amount not exceeding the debit balance of the Family Law Offset Account.
- (j) The Trustee must record the following amounts in the Family Law Offset Account:
 - (i) an amount equal to the Non-member Spouse's entitlement paid, allocated or transferred to or for the benefit of the Non-member Spouse in accordance with this rule 12, or such lesser amount determined by the Trustee having regard to the reductions made pursuant to rule 12(e);
 - (ii) any fees charged to the Member in accordance with this rule 12;
 - (iii) any amounts transferred to the Member's Family Law Offset Account pursuant to rule 12(l);
 - (iv) any amount deducted from a benefit payable to or in respect of the Member pursuant to rule 12(i);
 - (v) any other amounts which the Trustee considers should be taken into account in respect of the Family Law Offset Account.
- (k) If a debit balance remains in a Member's Family Law Offset Account once all benefits from the LS Scheme have been paid to the Member, the Member remains liable to the Trustee for such amount, which the Trustee may recover from the Member as a debt due to the LS Scheme.
- (l) Upon the request of a Member in a form prescribed by the Trustee and subject to such terms and conditions as the Trustee may determine, the Trustee may transfer an amount from the Member's Superannuation Account to that Member's Family Law Offset Account for the purpose of reducing the balance of the Family Law Offset Account.
- (m) Rule 12(i) does not operate to the extent that it reduces a benefit in a way that would have caused the amendment pursuant to which rule 12(i) was first introduced to breach clause 10.3 of the Former LS Trust Deed.
- (n) The balance of each Family Law Offset Account will vary from time to time in accordance with movements in the value of Units allocated to that Family Law Offset Account which have not been cancelled.

PART 4 – RESERVE ACCOUNT

13. Members' Reserve Account

[Deleted]

PART 5 – ADDITIONAL OPTIONS

14. Spouse Contributions by Non-Members

[Deleted]

15. Withdrawal of Benefits in the LS Scheme

[Deleted]

PART 6 – INVESTMENT OPTIONS

16. Investment Portfolios

[Deleted]

17. New Investment Portfolios

[Deleted]

18. Change of name of Investment Portfolio

[Deleted]

19. Restructuring any Investment Portfolio

[Deleted]

20. Liability to pay Members

[Deleted]

21. Valuation of Investment Portfolios

[Deleted]

22. Unit Value

[Deleted]

23. Choice of Investment Portfolios and issue of Units

[Deleted]

24. Cancellation of Units

[Deleted]

25. Switching

[Deleted]

PART 7 – SUPERANNUATION SURCHARGE**26. Superannuation Contributions Tax**

- (a) If the Commissioner makes an assessment (including an amended assessment) of taxation payable on surchargeable contributions held by the Trustee in respect of a Member, the Trustee may adjust the benefits otherwise payable in respect of the Member to take account of the amount of taxation payable by the Trustee.
- (b) The adjustment to a Member's benefits may be made using any method which the Trustee considers appropriate. The Trustee may change the method used for adjustment of a Member's benefits at any time and, if the Trustee considers it appropriate, the change may apply retrospectively.
- (c) Without limiting paragraphs (a) or (b) of this rule 26, the Trustee may adjust a Member's benefits by:
 - (i) establishing an account in respect of the Member known as a "Surcharge Payment Account";
 - (ii) debiting the Surcharge Payment Account with any taxation payable by the Trustee on the Member's surchargeable contributions and crediting the Surcharge Payment Account with any refund of taxation received by the Trustee in respect of the Member's surchargeable contributions;
 - (iii) varying the balance of the Surcharge Payment Account with movements in the value of Units notionally allocated by the Trustee in respect of the balance of the Surcharge Payment Account which have not been cancelled (or for any period before 1 October 2001 with interest at the Declared Rate);
 - (iv) reducing the benefits otherwise payable to the Member from the LS Fund by the amount of the debit balance of the Surcharge Payment Account.
- (d) The Trustee may accept payments made to the LS Fund by or for a Member for the purpose of reducing the balance in the Member's Surcharge Payment Account or otherwise funding the taxation payable in respect of the Member's surchargeable contributions. The Trustee may specify the manner and form in which it will accept payments made under this rule 26(d). The Trustee shall adjust the benefits otherwise payable to the Member from the LS Scheme in such manner as it considers is appropriate to take account of any payments made by or for the Member under this rule 26(d).
- (e) The Trustee is not required to object (or assist a Member in objecting) to an assessment of taxation made by the Commissioner.
- (f) For the purpose of this rule 26:
 - (i) "taxation" includes:
 - (A) an advance instalment of taxation; and
 - (B) any interest or penalty payable to the Commonwealth;
 - (ii) unless otherwise defined in these Rules, all words and phrases shall have the same meanings as apply to them under the Superannuation Contributions Tax (Assessment and Collection) Act 1997 (Commonwealth).

(g) This rule 26 applies notwithstanding any other provision of these Rules.

Sub-Division C - Industry

PART 1 – APPLICATION OF SUB-DIVISION C

1. Application

This Sub-Division C of these Rules applies to and in respect of all Members of the LS Scheme.

2. Interpretation

- (a) A reference to a Member in this Sub-Division C is a reference to an LS Restructured Member.
- (b) A reference to these Rules in this Sub-Division C is, unless expressed to the contrary, a reference to these Rules set out in Sub-Divisions C, A and B.
- (c) A reference to a specific rule under this Sub-Division C is, unless expressed to the contrary, a reference to a rule under this Sub-Division C.

PART 2 – MEMBERSHIP

3. Admission to Membership

- (aa) The Industry Sub-Division is closed to new Members on and from 1 July 2013.
- (a) [Deleted]
- (b) [Deleted]
- (c) [Deleted]
- (d) [Deleted]
- (e) [Deleted]
- (f) [Deleted]
- (g) If the Trustee makes a determination to permit a Member to make Salarylink Contributions pursuant to paragraph (c)(ii) of the definition of “Eligible Salarylink Member” in the LS Glossary, the Trustee may in its absolute discretion impose conditions and restrictions to the rights, benefits and entitlements that such Member would otherwise have as a Member making Salarylink Contributions. A Member’s rights, benefits and entitlements under the Deed are to be read subject to any conditions and restrictions imposed by the Trustee under this rule 3(g).

4. Provision of Information

[Deleted]

5. Old Benefit Members and Transferred Members

- (a) Old Benefit Members and Transferred Members are taken to be Members of this LS Scheme from the date which they ceased to be Members of the Previous Plan.
- (b) [Deleted]
- (c) [Deleted]

PART 3 – CONTRIBUTIONS AND BENEFITS – GENERAL PROVISIONS

6. Permanent Part-time Members

If a Member engages in permanent part-time employment during any period of the Member's membership of the LS Scheme the following provisions shall apply:

- (a) the contributions payable by the Member and the Council shall be determined according to the Salary being paid to the Member;
- (b) for the purpose of determining any benefit payable in respect of a Member at any time in accordance with these Rules:
 - (i) Final Average Salary and, in the case of a Transferred Member, Previous Plan Final Salary shall be calculated using the Salaries which the Member would have received had the Member been employed full-time; and
 - (ii) the number of Years of Membership shall be calculated by including only a fraction of a year in respect of each Year of Membership during which the Member was employed part-time for some part of the year, the fraction being the ratio which the time worked during the year bears to the time which would have been worked had the Member been employed full-time;
 - (iii) if applicable, if a Member is in permanent part-time employment at the date of the Member's death or Date of Disablement, in determining the number of complete days between the Member's date of cessation of Service due to death or Total and Permanent Disablement (as the case may be) and the Member's 65th birthday only a fraction of a complete day in respect of each day shall be counted, the fraction being the ratio which the time worked at the date of death or Date of Disablement bears to the time which would have been worked had the Member been employed full-time.

7. Leave Without Pay

If a Member is in the Service of a Council but is on leave for a period from the Council without receiving remuneration from the Council then, subject to rule 8, the following provisions shall apply:

- (a) where the Member is on leave and in receipt of a Total and Temporary Disablement Benefit pursuant to rule 42, or is otherwise on leave on the grounds of illness:
 - (i) the Member shall be taken to be continuing in Service on the same terms and conditions as applied to the Member immediately prior to commencing such leave;
 - (ii) the Member shall be taken to be receiving a Salary during that period equal to the Member's Salary immediately prior to commencing such leave;
 - (iii) the Member shall not be required to contribute during the period of leave and if the Member does not contribute to the LS Fund, the Council shall not be required to contribute to the LS Fund in respect of the Member pursuant to rule 23(a)(i)(A) during that period;

- (iv) the Member shall be taken for the period of leave to have continued contributions to the LS Fund at the same Member's Salarylink Contribution Rate as applied to the Member immediately prior to commencing such leave;
 - (v) no contributions shall be paid into the LS Fund by or in respect of the Member during the period of leave; and
 - (vi) subject to the conditions set out in this paragraph 7(a), benefits shall be determined in respect of the Member as if the Member continued in Service and was not on such leave that are attributable to an accumulation interest;
- (b) where paragraph 7(a) does not apply:
- (i) where the Member and the Council have agreed with the Trustee to continue to contribute in respect of the Member during the period of leave:
 - (A) the Council shall advise the Trustee of the intended period of leave;
 - (B) the Member shall be taken to be continuing in Service on the same terms and conditions as applied to the Member immediately prior to commencing such leave;
 - (C) the Member shall be taken to be receiving a Salary during that period equal to the Member's Salary immediately prior to commencing such leave; and
 - (D) subject to the conditions set out in this sub-paragraph (i) of rule 7(b), contributions shall continue to be made by the Member and the Council and benefits shall be determined in respect of the Member as if the Member continued in Service and was not on such leave,

subject to the terms and conditions of such agreement between the Member, the Council and the Trustee;
 - (ii) if sub-paragraph (i) of rule 7(b) does not apply:
 - (A) the Council shall advise the Trustee of the intended period of leave;
 - (B) no contributions shall be payable to the LS Fund by or in respect of the Member during the period of leave;
 - (C) no contributions shall be credited, or taken to have been credited, to the Superannuation Account in respect of the period of leave unless, with the approval of the Trustee and in a manner determined by the Trustee, contributions are actually paid into the Fund by or in respect of the Member during the period of leave;
 - (D) if the Member dies, is Totally and Permanently Disabled or the Trustee determines that a TMC exists in relation to the Member the benefit payable shall be determined as if on the date of death, Date of Disablement or date of determination that a TMC exists the Member was not on such leave, subject to this sub- paragraph (ii) of rule 7(b) and to the following conditions:
 - (I) if the Member was making Salarylink Contributions immediately prior to commencing such leave, the Member shall be taken for the period of such leave to have been in receipt of a Salary equal to the

Member's Salary immediately prior to commencing such leave and to have continued contributions to the LS Fund at the same rate as applied to the Member immediately prior to commencing such leave;

- (II) [Deleted]
- (E) for the purpose of determining any other benefit payable at any time in accordance with these Rules:
 - (I) the period of leave shall not be counted in calculating the number of Years of Membership or Years of Service; and
 - (II) Final Average Salary and, in the case of a Transferred Member or an Old Benefit Member, Previous Plan Final Salary shall be calculated ignoring the period of Service during which the Member was on such leave.

8. Workers Compensation and Sickness and Accident Cover

If a South Australian Member is absent from active work with a Council and is in receipt of regular income payments under either:

- (a) the *Workers Rehabilitation and Compensation Act 1986*; or
- (b) a sickness and accident insurance policy held by the Council for the benefit of its employees,

and those payments represent at least 80 per cent of the Member's Salary determined by reference to the Salary for the same employment position the Member held immediately before ceasing active work, or if the Member's Salary was determined pursuant to an individual contract of employment, determined by reference to the Salary set out in that individual contract of employment:

- (c) the Member is deemed to be receiving a Salary during that period equal to the Member's Salary determined by reference to the Salary for the same employment position the Member held immediately before ceasing active work,
- (d) or if the Member's Salary was determined pursuant to an individual contract of employment, determined by reference to the Salary set out in that individual contract of employment;
- (e) contributions by the Council must continue in respect of the Member as if the Member continued in Service and was not absent from active work; and
- (f) for Members who were making Salarylink Contributions at the relevant date, contributions by the Member must continue at the same Member's Salarylink Contribution Rate that applied to the Member immediately before ceasing active work.

9. Salary Reductions

- (a) If the Salary being paid to a Member is reduced then:
 - (i) if the Member and the Council so agree and advise the Trustee accordingly - the Member's Salary for the purposes of these Rules shall be deemed to be the Salary which would have been payable to the Member from time to time had the reduction not occurred; or

- (ii) if the Salary reduction is not treated in accordance with paragraph (a) of this rule 9 the Salary for the purposes of these Rules shall be the reduced Salary payable to the Member and the amount of any benefit which is payable in respect of the Member at any time and which is based on Final Average Salary or Final Salary and, in the case of a Transferred Member, Previous Plan Final Salary may be increased to such amount as the Trustee, after considering the advice of the Actuary, determines to be equitable having regard to the amount by which the Member's Salary was reduced and the Member's Salary history.

- (b) This rule 9 applies only to a Member who is entitled to Salarylink Benefits.

10. Salary Increases – Salary Packaging

- (a) If a Member's Salary would, but for this paragraph 10(a), be taken to increase without there being a corresponding increase in the overall remuneration paid by the Council to the Member (including all allowances paid to the Member) the Member's Salary for the purposes of these Rules shall be deemed to be the Salary which would have been payable to the Member from time to time had the increase not occurred.
- (b) Notwithstanding paragraph 10(a) an increase in a Member's Salary may be applied for the purposes of these Rules if the Member or the Council agree with the Trustee to make additional payments to the LS Scheme of such amounts and at such times as the Trustee, after considering the advice of the Actuary, determines are equitable having regard to the amount by which the Member's benefits have increased.
- (c) The Trustee must apply any additional payments made to the LS Scheme pursuant to paragraph 10(b) in funding the increased benefits resulting from the increased Member's Salary. The Trustee must not otherwise increase the benefits payable to the Member as a consequence of any additional payments made to the LS Scheme pursuant to paragraph 10(b).
- (d) This rule 10 shall not apply to increases in a Member's Salary which accrued before 1 January 1998.
- (e) This rule 10 applies only to a Member who is entitled to Salarylink Benefits.

11. Salary Increases – Member Directed

- (a) This rule 11 applies to a Member who is entitled to Salarylink Benefits.
- (b) If, in the opinion of the Trustee, a Council listed under paragraph 3 of Schedule I is directly or indirectly owned wholly or partly by a Member (or relatives of a Member) such Member's Salary for the purpose of determining Final Average Salary or Final Salary is:
 - (i) for Members of the LS Fund to whom rule 11(b) is applicable as at 14 October 2000 - the Member's Salary on 1 November 2000;
 - (ii) for other Members - the Salary determined at the commencement of the Member's membership;

and the Member's Salary for the purposes of determining Final Average Salary or Final Salary must not be increased without first obtaining the Trustee's approval.

12. Final Salary and Final Average Salary Definitions

- (a) If a Member's benefit is reduced solely as a consequence of changes to the definitions of Final Salary or Final Average Salary that took effect on 1 March 2002, the Member's Final Salary or Final Average Salary (as the case may be) must be calculated as if the Member had become entitled to a benefit before 1 March 2002 by applying the former definitions of Final Salary and Final Average Salary to the Member's Annual Review Salaries.
- (b) The Trustee may report to a Member, including by issuing benefit quotations and annual benefit statements, by using an estimated figure for the Member's Final Average Salary or Final Salary based on the Members' Annual Review Salaries notwithstanding that it may differ to the Member's annual Salary. The Trustee is not required to collect current annual Salary information for a Member from a Council unless and until a Member has become entitled to payment of his or her benefit from the LS Scheme.

13. Restrictions on Payments During Service

- (a) Subject to the following provisions of this rule 13 and to rules 16 and 42 of this Sub-Division C, no payment shall be made from the LS Fund to or in respect of a Member while that Member is in the Service of a Council.
- (b) The Trustee may out of the LS Fund:
 - (i) refund to a Member who is in the Service of a Council the amount of any contributions overpaid by that Member;
 - (ii) pay to a Member who is in the Service of a Council and who with the approval of the Council is on leave (without receiving remuneration on the grounds of illness) such amount as the Trustee considers necessary for the purpose of relieving hardship of the Member or the Member's Dependents,

PROVIDED THAT,

- (iii) the total amount of such payments shall not exceed the amount of the benefit that Member would have received if the Member's Service had been terminated on the grounds of Ill Health on the date such leave commenced; and
- (iv) the amount of the benefit which may become payable in respect of the Member in accordance with these Rules shall be reduced by the total amount of any payments made to the Member in accordance with this rule 13 together with interest on those payments, if the Trustee so determines, at a rate or rates specified by the Trustee to 30 September 2001 and thereafter according to movements in the value of Units notionally allocated by the Trustee in respect of the payments in such manner as is determined by the Trustee.
- (c) [Deleted]
- (d) The Trustee may make payments to a Member who is in the Service of a Council if the payments relate to either an Account Based Transition to Retirement Pension or to a Non-commutable Allocated Pension being paid in accordance with rule 8 of Sub-Division B.

14. Minimum SG Benefit

Notwithstanding anything expressed or implied to the contrary in these Rules, the benefit payable to or in respect of a Member pursuant to these Rules when taken into account with any other benefit provided for or in respect of the Member from any other Benefit Division or Sub-plan of the Fund or superannuation fund to which the Council contributes or has contributed in respect of the Member shall not be less than the benefit determined by the Trustee on the advice of the Actuary as being sufficient to satisfy the Council's obligations under the Guarantee Act.

15. Members moving between Councils – continuation of Salarylink Benefits

- (a) If a Member's Service with a Council is terminated and within a period of four weeks (or such longer period as the Trustee may approve) the Member recommences employment with either the same Council or another Council then the Member may within two months after such termination of Service (or such longer period as the Trustee may approve) make a written request to the Trustee for the following provisions of rule 15(b) to apply. Each Member that was an Employee of the trustee of the LS Scheme on 30 June 2012 and who become an Employee of Statewide Financial Management Services Limited on 1 July 2012 will be deemed to have made a written request for the provisions of rule 15(b) to apply unless they notify the Trustee in writing within the period referred to in this rule 15(a) that they do not want those provisions to apply. Each Member that was an Employee of the trustee of the LS Scheme on 30 June 2012 and who become an Employee of Statewide Financial Management Services Limited on 1 July 2012 and who then became an Employee of Statewide Superannuation Pty Ltd on 1 July 2016 will be deemed to have made a written request for the provisions of rule 15(b) to apply unless they notify the Trustee in writing within the period referred to in this rule 15(a) that they do not want those provisions to apply.
- (b) If the Trustee accepts a Member's request made or deemed to have been made under paragraph 15(a) the following provisions apply:
- (i) the Member is deemed to have remained a Member throughout the period when the Member was not employed by a Council except that no contributions are required in respect of that period and that period shall not be counted for the purpose of determining any benefit payable at any time in accordance with these Rules;
 - (ii) the Member's Service is deemed not to have ceased and is treated as being continuous;
 - (iii) for the purpose of calculating Final Average Salary and, in the case of a Transferred Member, Previous Plan Final Salary at any time the period when the Member was not employed by a Council is ignored;
 - (iv) the Member must repay to the Trustee upon recommencing employment with a Council the full amount of any benefit which the Member received from the LS Fund as a result of the termination of Service.

16. Natural Resources Management Act 2004

- (a) This rule 16 applies to provide Members with rights in addition to the rights of a Member under rule 15.

- (b) A Member who:
- (i) is an employee of a Prescribed Body (a transferring employee); and
 - (ii) leaves his or her employment with a Prescribed Body and within 3 months of having done so commences employment as a member of the staff of a Regional NRM Board,
- may before the expiration of such 3 month period, elect by notice in writing to the chief executive or other senior officer of the Regional NRM Board to remain a Member of the LS Scheme for so long as the Member retains continuity of employment with a Regional NRM Board or a Council.
- (c) A Regional NRM Board must immediately after receiving notice of an election by a Member under rule 16(b) provide a copy to the Trustee.
- (d) If a Member makes an election under rule 16(b) the following provisions apply:
- (i) no new admission to membership is required for the Member pursuant to rule 3;
 - (ii) the Member is deemed to have remained a Member throughout the period when the Member was not employed by the Prescribed Body or the Regional NRM Board except that no contributions are required in respect of that period and that period shall not be counted for the purpose of determining any benefit payable at any time in accordance with these Rules;
 - (iii) the Member's Service is deemed not to have ceased and is treated as being continuous;
 - (iv) for the purpose of calculating Final Average Salary and, in the case of a Transferred Member, Previous Plan Final Salary at any time the period when the Member was not employed by the Prescribed Body or the Regional NRM Board is ignored;
 - (v) the Member must repay to the Trustee upon recommencing employment with the Regional NRM Board the full amount of any benefit which the Member received from the LS Fund as a result of the termination of Service with the Prescribed Body.
- (e) If a Member who is eligible to make an election under rule 16(b) does not make an election then the Member will be taken to remain in Service and will remain a Member of the LS Scheme through to the expiration of the three month period. In such case, upon expiration of the three month period the Member will be taken to have resigned from Service and the Trustee must:
- (i) if the Member is at least 55 years of age and not more than 65 years of age, following receipt of a written authority from the Member within one month of the expiration of the three month period – pay or transfer to the Triple S Scheme in respect of the Member a benefit equal to:
 - (A) [Deleted]
 - (B) the Accrued Salarylink Benefit,

determined as if the Member had resigned from Service at the expiration of the three month period; or

- (ii) if the Member is less than 55 years of age and following receipt of a written authority from the Member within one month of the expiration of the three month period – pay or transfer to the Triple S Scheme in respect of the Member a benefit equal to:
 - (A) [Deleted]
 - (B) the Basic Super Benefit,
determined as if the Member had resigned from Service at the expiration of the three month period; or
- (iii) if the Member is less than 55 years and following receipt of a written election by the Member to take a deferred benefit pursuant to rule 56 within one month of the expiration of the three month period – provide the Member with a benefit equal to:
 - (A) [Deleted]
 - (B) the Retirement Super Benefit,
determined as if the Member had resigned from Service at the expiration of the three month period; or
- (iv) failing receipt of any authority or election by the Member under sub-paragraphs (i), (ii) or (iii) of this rule 16(e) within one month of the expiration of the three month period – retain the Member’s benefit in the Fund pursuant to rule 58 as if the Member had resigned from Service at the expiration of the three month period.

17. Retaining Salarylink Benefits on moving between Councils – South Australia to Northern Territory

If a Member who is an Employee of a South Australian Council transfers to an NT Municipal Council the Member shall elect one of the following:

- (a) to retain the benefit entitlements that the Member would have received had the Member remained in the employ of the South Australian Council; or
- (b) to receive the following:
 - (i) in respect of membership during the period for which the Member was employed by the South Australian Council, the accrued benefit entitlements as at the date of termination of Service with the South Australian Council, plus
 - (ii) the benefit entitlements for Service with the NT Municipal Council,
 and both of those benefit entitlements will have the Previous Plan Vesting Percentage.

18. Continued Employment with a Prescribed Body

- (a) Where:
 - (i) the employment of a person who is a Member is terminated and the person, within four weeks (or such longer period as the Trustee approves) of that termination, commences employment with:

- (A) a Prescribed Body; or
- (B) if the terminated employment was with a Prescribed Body, a Council; or
- (ii) the rights and liabilities of a person (being a Member) under the contract of employment between the person and the person's employer (being a Council) are transferred to another Council as a result of an amalgamation, merger, reconstruction or arrangement:
 - (A) an Old Benefit Member may elect to remain an Old Benefit Member, or if the person is under the age of 65, elect to become a Transferred Member; or
 - (B) a Transferred Member or a Member (other than a Transferred Member or an Old Benefit Member) may elect to remain a Transferred Member or a Member (other than a Transferred Member or an Old Benefit Member), as the case requires.
- (b) An election under paragraph (a) of this rule 18 must be in writing and must be lodged with the Trustee within four weeks (or such longer period as the Trustee approves), after the commencement of the employment described in sub-paragraph 18(a)(ii).
- (c) If an election under paragraph (a) of this rule 18 is made:
 - (i) the person will be regarded as having remained a Member throughout any period between the termination of employment and the commencement of new employment as described in paragraph (a) of this rule;
 - (ii) no contributions will be payable in respect of that period;
 - (iii) that period will not be considered for the purpose of determining any benefit payable under these Rules;
 - (iv) the Service of the person will be regarded as continuous;
 - (v) the person must repay to the Trustee the full amount of any benefit which the Member received from the LS Fund as a result of the termination of Service; and
 - (vi) in relation to a person who commences employment with a Prescribed Body, these Rules (other than rules 68 to 75 inclusive, and 3 and 4) apply as if that body were a Council.
- (d) In this rule 18 "Prescribed Body" means:
 - (i) ETSA Corporation;
 - (ii) the Local Government Relations Unit in the Department of Housing and Urban Development,
 and any successor of these bodies.

19. Change of Employment Status

If the terms of employment of a Member who is a permanent Employee are varied, during a period when the Member is making Salarylink Contributions, such that the Member becomes a Casual Employee (without ceasing employment with the relevant Council):

- (a) the Member will be taken to have ceased Service for the purpose of determining the Member's benefit entitlement under rule 36 or rule 43 (as the case may be) (but not for any other purpose) but any benefit that the Member becomes entitled to pursuant to rule 34 or rule 41 will not be payable from the LS Fund to the Member solely as a result of the change in the terms of employment;
- (b) the amount of any benefits to which the Member becomes entitled pursuant to rule 36, rule 43(a)(ii)(A) or 43(a)(ii)(B)(1), (2) and (3) will be credited to the Member's Superannuation Account;
- (c) if the Member elects to take a Retirement Super Benefit, the benefit referred to under rule 43(a)(ii)(B)(4) will be payable to the Member in accordance with rule 56;
- (d) the amount of any benefits to which the Member becomes entitled pursuant to rule 43(a)(iii)(A) will be credited to the Member's Superannuation Account;
- (e) if the Member elects to take a deferred benefit under rule 41(a)(iii)(B), the benefit referred to under rule 43(a)(iii)(B) will become payable in accordance with rule 56 (until the Member reaches age 55) and rule 58 (after the Member attains age 55), as the case may be.

PART 4 – RULES FOR COUNCILS

20. Approved Employers

- (a) An employer may apply in writing to the Trustee to participate in Sub-Division C as an Approved Employer. The Trustee may permit an employer to participate in Sub-Division C as an Approved Employer on terms and conditions specified by the Trustee. Notwithstanding any terms and conditions which the Trustee may have specified and subject to the Amendment Act, an Approved Employer must cease to participate in Sub-Division C as an Approved Employer upon the earliest of:
 - (i) the Approved Employer giving one month's written notice to the Trustee that it wishes to cease participation in Sub-Division C;
 - (ii) the Trustee giving one month's written notice to the Approved Employer that the Approved Employer's participation in Sub-Division C is to cease;
 - (iii) the Approved Employer ceasing to have any Employees who are Members;
 - (iv) if the Approved Employer is a corporation, the Approved Employer becoming an externally-administered body corporate (within the meaning of section 9 of the Corporations Act);
 - (v) if the Approved Employer is a natural person, upon the Approved Employer's dying or being found to be of unsound mind or becoming an insolvent under administration (within the meaning of section 9 of the Corporations Act);
 - (vi) if the Approved Employer is a partnership, the partnership dissolving.
- (b) [Deleted]
- (c) [Deleted]
- (d) [Deleted]

- (e) The Trustee may admit any local government body referred to in Part B of Schedule III of these Rules of Sub-Division C that it deems appropriate to participate in Sub-Division C as an NT Shire Council from such date and on such terms and conditions as it determines.
- (f) Subject to the Amendment Act, an NT Shire Council will cease to participate in Sub-Division C upon:
 - (i) the NT Shire Council giving one month's written notice to the Trustee that it wishes to cease participation in Sub-Division C;
 - (ii) the Trustee giving one month's written notice to the NT Shire Council that the NT Shire Council's participation in Sub-Division C is to cease;
 - (iii) the NT Shire Council ceasing to have any Employees who are Northern Territory Members;
 - (iv) the NT Shire Council becoming insolvent;
 - (v) the NT Shire Council being wound up or dissolved.
- (g) Every Council is bound to comply with the provisions of the Deed and the Amendment Act.

21. [Deleted]

22. Information to the Trustee or the Insurer

Each Council shall supply:

- (a) to the Trustee, in a manner specified by the Trustee, such information regarding the age, Salary and Service of the Employees of that Council as the Trustee may require for the purposes of the LS Scheme; and
- (b) to the Trustee or to the Insurer, as directed by the Trustee and in a manner specified by the Trustee, such information regarding the age, Salary, Service and health of Members of the LS Scheme as the Trustee or the Insurer may require from time to time to enable the Trustee to determine whether any limitation in accordance with rule 51 should be placed on the death or disablement benefit provided in respect of any Member and the extent of any such limitation.

23. Contributions by Councils

- (a) Subject to the following provisions of this rule, each Council shall contribute to the LS Fund in respect of each pay period an amount equal to:
 - (i) in respect of any of its Employees who are making Salarylink Contributions:
 - (A) a minimum contribution of 3% of the Member's Salary (which is to be credited to the Member's Superannuation Account); plus
 - (B) a contribution at such rate determined by the Trustee from time to time on the advice of the Actuary (which is not credited to the Member's Superannuation Account);
 - (ii) [Deleted]

- (iii) [Deleted]
- (b) A Council may make contributions in addition to any other amount required by this rule 23 including contributions which the Trustee requires to be paid by the Council under rule 7 of this Sub-Division C.
- (c) The Trustee may accept contributions other than in cash including, contributions by way of voucher arising as a result of superannuation guarantee shortfall under the Guarantee Act.
- (d) [Deleted]
- (e) [Deleted]
- (f) [Deleted]
- (g) [Deleted]
- (h) Notwithstanding any other provision of this rule, an NT Municipal Council is not required to contribute in respect of an Employee who is in receipt of workers compensation and for whom contributions would not be required to be made to avoid a shortfall under the Guarantee Act and the Trustee must adjust the relevant Member's benefits accordingly. This rule 23(h) does not apply in respect of any period before 29 December 2001.

24. Contributions in respect of Transferred Members and Old Benefit Members

- (a) Notwithstanding rule 23(a) a South Australian Council shall, from the date of transfer of the members of its Previous Plan to the LS Scheme until the beginning of the first pay period commencing after 30 June 1986, pay to the LS Fund in respect of each pay period an amount no smaller than the total amount that it was paying to the LS Fund and to its Previous Plan immediately prior to the transfer.
- (b) A South Australian Council may during the period from the date of transfer of the members of its Previous Plan to the LS Scheme until the beginning of the first pay period commencing after 30 June 1986, pay to the LS Fund such further contributions as the Council and the Trustee agree.
- (c) The Trustee shall obtain the advice of the Actuary as to whether any adjustment should be made to the contributions payable by each Council so as to provide for the benefits payable in respect of Transferred Members and Old Benefit Members employed by that Council at the date they transferred to the LS Scheme, having regard to the funds of the Council's Previous Plan transferred to the LS Fund and in respect of South Australian Councils any amounts paid or to be paid by the Council by virtue of paragraphs (a) and (b) of this rule 24 in excess of the contributions otherwise payable in terms of rule 24(a).
- (d) After considering the advice of the Actuary, obtained in accordance with paragraph (c) of this rule, the Trustee may determine that the contributions payable:
 - (i) by a South Australian Council in terms of rule 23(a) - in respect of each pay period commencing after 30 June 1986, shall, during a number of years specified by the Trustee, be increased or decreased, as the Trustee determines, by an amount specified by the Trustee in respect of the Council;
 - (ii) by an NT Municipal Council in terms of rule 23(a) - be increased or decreased, as the Trustee determines, by an amount specified by the Trustee in respect of the Council.

- (e) The Trustee may, after considering the advice of the Actuary, vary or revoke a determination made in respect of any Council under paragraph (d) of this rule 24.

25. Council Contributions prior to 1 April 2001

[Deleted]

26. Payment of Contributions

- (a) Each Council shall deduct from the Salaries paid to its Employees who are Members of the LS Scheme the contributions payable by those Members in accordance with these Rules.
- (b) Each Council shall promptly pay to the Trustee, or as directed by it:
 - (i) all contributions deducted from the Salaries of Members; and
 - (ii) all contributions payable by the Council in accordance with these Rules,

in any event a Council must pay these contributions to the Trustee before the end of the 28-day period beginning immediately after the end of the month in which the deduction was made or the relevant pay period ended (as the case may be).
- (c) Where a Council fails to pay the contributions referred to in paragraph 26(b) within the time specified the Trustee may require the Council to pay penalty interest on the outstanding contributions at the rate of 24 per cent per annum calculated on a daily basis.
- (d) Any contributions (including any interest imposed under paragraph 26(c)) which become due and payable shall be a debt due to the Trustee and payable to the Trustee in accordance with paragraph 26(b).
- (e) The Trustee may sue for and recover the debt from a Council in any Court of competent jurisdiction.
- (f) Rules 26(d) and 26(e) only apply in respect of contributions which become due and payable after 14 December 2000.

PART 5 – MEMBER CONTRIBUTIONS

27. Marketlink Contributions

[Deleted]

28. Salarylink Contributions

- (a) If permitted by the Relevant Law, a Member who is employed by a Salarylink Employer may at any time before the Salarylink Closure Date elect to make or not to make Salarylink Contributions to the LS Fund. From the Salarylink Closure Date only a Member who is an Eligible Salarylink Member may elect to make Salarylink Contributions to the LS Fund. Other Members cannot make Salarylink Contributions to the LS Fund.
- (b) Notwithstanding paragraph 27(a), the following Members are not eligible to make Salarylink Contributions:
 - (i) a Casual Employee;

- (ii) a Council Elected Member.
- (c) [Deleted]
- (d) Salarylink Contributions may only be made at any one of the following rates of the Member's Salary: 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9% or 10%.
- (e) If a Member was making Salarylink Contributions to the LS Fund at the rate of 2.5% of the Member's Salary immediately before 1 April 2001, the Member may continue contributions at that rate until the Member first ceases or varies their Salarylink Contributions to the LS Fund.

29. Contributions by CCASP Members

[Deleted]

30. General Conditions for Contributions

- (a) While a Member remains in active employment with a Council he or she may:
 - (i) elect to make contributions or cease to make contributions;
 - (ii) elect to change the rate at which the Member makes contributions to the LS Fund provided that:
 - (A) [Deleted]; and
 - (B) for Salarylink Contributions the substituted rate is within the rates prescribed under rule 28.
- (b) In order to make an election under this rule, the Member must:
 - (i) notify the Trustee in writing in a manner and form determined by the Trustee;
 - (ii) where an increase in Salarylink Contributions is sought, provide such evidence of health as is required by the Trustee pursuant to which the Member's death and/or disablement benefits may be adjusted in accordance with rule 51.
- (c) A Member's election to commence, cease or vary their contributions will take effect as soon as the Trustee is able to implement the change.
- (d) If following an invitation from the Trustee for Members to commence, cease or vary their contributions, a Member has not responded or has not made any election the Member will be taken to:
 - (i) in the case where the Member was not at the time making contributions to the LS Fund - have elected to not make contributions to the LS Fund;
 - (ii) in the case where the Member was making contributions to the LS Fund - have elected to continue to make contributions to the LS Fund on the same basis and same rate as the Member was contributing on the relevant election date.
- (e) A Member's Salarylink Contributions must cease upon the earliest of the following events:
 - (i) the Member ceases to be employed by a Council; or
 - (ii) the Member attains 65 years of age; or

- (iii) the Relevant Law requires the Member to cease contributions.
- (f) A Member's contributions to the LS Scheme must be classified as Salarylink Contributions.
- (g) [Deleted]

31. Transitional Arrangements

- (a) Notwithstanding the other provisions of this rule, in respect of a Member who has made or is making contributions to the LS Fund:
 - (i) who is also a Transferred Member, until the beginning of the first pay period commencing after the Member is accepted by the Trustee as a Transferred Member, the Member shall contribute to the LS Fund at the same rate as the Member was contributing to the Previous Plan on the Date of Transfer or would have been contributing to the Previous Plan had it been in operation on the Date of Transfer; or
 - (ii) [Deleted]
- (b) For the period from 1 April 2001 until the time that the Member has made an election to commence, cease or vary their contributions with effect from a date on or after 1 April 2001:
 - (i) in the case where the Member was not making contributions immediately prior to 1 April 2001 – the Member will be taken to have elected to not make contributions to the LS Fund;
 - (ii) in the case where the Member was making contributions to the LS Fund immediately prior to 1 April 2001 – the Member will be taken to have elected to continue to make contributions to the LS Fund on the same basis and same rate as the Member was contributing.

32. Salary Sacrifice Contributions

- (a) The Trustee may agree with a Council to:
 - (i) release a Member from paying all or any part of the Member's contributions to the LS Fund which that Member has elected to contribute; and
 - (ii) attach conditions to that release.
- (b) If, pursuant to paragraph 32(a), a Member is released from his or her obligation to contribute to the LS Fund the Trustee may deem those contributions to have been paid to the LS Fund by the Member for any purpose under these Rules. Prior to making such a determination the Trustee may require the Council to make additional contributions to the LS Fund which the Trustee considers are necessary or desirable to ensure that the financial stability of the LS Fund is not affected by the determination.
- (c) If the Trustee is liable to pay taxation on any contributions paid by a Council pursuant to paragraph 32(b), then the Trustee may adjust the contributions that are deemed to have been paid by a Member or benefits otherwise payable in respect of that Member to take account of the amount of any such taxation payable by the Trustee.

33. Contributions from Non-council Employers

[Deleted]

34. Member's Credit

[Deleted]

35. Transfer Account

- (a) There shall be paid into and maintained in the LS Fund on behalf of members of the Previous Plan of the Alice Springs Council an account known as "the Transfer Account".
- (b) There shall be paid to the credit of the Transfer Account:
- (i) the Previous Plan Accumulated Contributions determined by the Trustee under rule 69; and
 - (ii) in respect of any period before 1 October 2001 - interest at the Declared Rate.
- (c) The balance of the Transfer Account shall vary from time to time in accordance with movements in the value of Units allocated to the Transfer Account which have not been cancelled.

PART 6 – BENEFITS SECTION

36. Normal Retirement Benefit

If a Member retires or is Retrenched from Service during the period between the Member's 55th and 65th birthdays (both inclusive) there shall be payable a benefit equal to the sum of:

- (a) [Deleted]
- (b) the Accrued Salarylink Benefit (where applicable) being an amount equal to the Member's Scheme Benefit Percentage (including any Bonus Multiple) of the Member's Final Average Salary, where:
- (i) the Member's Scheme Benefit Percentage (excluding any Bonus Multiple) is obtained by multiplying each of the benefit percentages shown in the following table by the number of Years of Membership as a Member during which Salarylink Contributions were paid at the Member's Salarylink Contribution Rate shown opposite the benefit percentage in the table and taking the sum of the products of these multiplications:

Benefit Percentage	Member's Salarylink Contribution Rate
10.2% after 1 April 2001	1%
11.4% after 1 April 2001	2%
12.0%	2.5%
12.6%	3%
13.8%	4%
15.0%	5%
16.1%, and after 2 July 1994, 16.2%	6%
17.2%, and after 2 July 1994, 17.4%	7%
18.2%, and after 2 July 1994, 18.6%	8%
19.2%, and after 2 July 1994, 19.8%	9%
20.2%, and after 2 July 1994, 21.0%	10%

- (ii) if the Member is a Transferred Member, the following additional amounts:
 - (A) the Member's Previous Plan Accrued Percentage of the Member's Previous Plan Final Salary; and
 - (B) if there is a period of time between 1 July 1984 and the date the Member is accepted by the Trustee as a Transferred Member, an amount equal to the product of:
 - (1) the fraction of a year from 1 July 1984 until the date the Member is accepted by the Trustee as a Transferred Member; and
 - (2) the benefit percentage shown opposite the Member's Salarylink Contribution Rate during that period in the above table, interpolating or extrapolating linearly, as the case may require, to obtain the benefit percentage where that contribution rate is not listed in the table;
- (iii) [Deleted]
- (c) in the case of a member of the Previous Plan of Alice Springs Council, an Additional Transfer Value.

37. Late Retirement Benefit

- (a) If a Member remains in Service after the Member's 65th birthday there shall be a benefit calculated in accordance with rule 36 as if the Member had retired on the Member's 65th birthday.
- (b) The benefit calculated under rule 37(a) shall be transferred to the Member's Superannuation Account.

38. Ill Health Benefit

If a Member's Service terminates before the Member's 50th birthday on the grounds of Ill Health and the Trustee is satisfied that it is reasonable for Service to be terminated on these grounds and the Member is not taken to be Totally and Permanently Disabled there shall be payable a benefit equal to the sum of:

- (a) [Deleted]
- (b) the Accrued Salarylink Benefit (where applicable) determined as if the Member had retired on the date of termination of Service, counting only Years of Membership to that date;
- (c) in the case of a Member of the Previous Plan of the Alice Springs Council, an Additional Transfer Value.

39. Ill Health Retirement Benefit

If on or after 1 July 1994 a Member's Service terminates after the Member's 50th birthday and before the Member's 65th birthday on the grounds of Ill Health and the Trustee is satisfied that it is reasonable for Service to be terminated on these grounds and the Member is:

- (a) not taken to be Totally and Permanently Disabled; and
- (b) not entitled to a benefit under rule 46,

there shall be payable a benefit equal to the sum of:

- (c) [Deleted]
- (d) the Salarylink Benefit (where applicable) being an amount equal to:
 - (i) the Member's Accrued Salarylink Benefit determined as if the Member had retired on the date of termination of Service, counting only Years of Membership to that date;
 - (ii) plus half of the Future Scheme Benefit Percentage of the Member's Final Salary as at the date of cessation of Service;
- (e) in the case of a Member of the Previous Plan of the Alice Springs Council, an Additional Transfer Value.

40. Death Benefit

- (a) If the Member's Service terminates on or before the Member's 65th birthday as a result of death there shall be a benefit payable equal to the sum of:
 - (i) [Deleted]
 - (ii) the Accrued Salarylink Benefit (where applicable) being as at the date of death determined by using the Member's Final Salary as at the date of death;
 - (iii) the insured benefit payable equal to any one or more of the following amounts (as applicable to the Member):
 - (A) [Deleted]
 - (B) the Salarylink Insurance Benefit being the amount equal to the Future Scheme Benefit Percentage of the Member's Final Salary as at the date of death;
 - (C) [Deleted]; and
 - (D) [Deleted];
 - (iv) in the case of a Member of the Previous Plan of the Alice Springs Council, an Additional Transfer Value.
- (b) If in accordance with rule 51 a limitation has been placed on the amount of the death benefit in respect of the Member the amount of the benefit payable pursuant to this rule 40 shall be reduced in accordance with that limitation.

41. Total and Permanent Disablement Benefit

- (a) If the Member's Service terminates on or before the Member's 65th birthday as a result of Member's Total and Permanent Disablement and rule 41(b) does not apply to the Member there shall be a benefit payable equal to the sum of:
 - (i) [Deleted]

- (ii) the Accrued Salarylink Benefit (where applicable) as at the date of termination of Service determined by using the Member's Final Salary as at the date of cessation of Service;
 - (iii) the insured benefit payable equal to any one or more of the following amounts (as applicable to the Member):
 - (A) [Deleted]
 - (B) the Salarylink Insurance Benefit being the amount equal to the Future Scheme Benefit Percentage of the Member's Final Salary as at the date of cessation of Service; and
 - (C) [Deleted]; and
 - (D) [Deleted]
 - (iv) in the case of a Member of the Previous Plan of the Alice Springs Council, an Additional Transfer Value.
- (b) If a Member becomes Totally and Permanently Disabled before the Member's 65th birthday and immediately before the Member's Date of Disablement the Member was either a Casual Employee or a Council Elected Member there shall be a benefit payable equal to the sum of:
- (i) [Deleted];
 - (ii) the Accrued Salarylink Benefit (where applicable) being as at the Date of Disablement determined by using the Member's Final Salary as at the Date of Disablement; and
 - (iii) [Deleted]
 - (iv) [Deleted]
 - (v) in the case of a Member of the Previous Plan of the Alice Springs Council, an Additional Transfer Value.
- (c) If in accordance with rule 51 a limitation has been placed on the amount of the Total and Permanent Disablement benefit in respect of the Member the amount of the benefit payable pursuant to this rule 41 shall be reduced in accordance with that limitation.

42. Total and Temporary Disablement Benefit

- (a) During any period for which a Member is Totally and Temporarily Disabled there shall be a fortnightly benefit payable equal to the sum of:
 - (i) any one of the following amounts (as applicable to the Member):
 - (A) [Deleted]
 - (B) [Deleted]
 - (C) if at the date of Total and Temporary Disablement the Member has in place a Salarylink Insurance Benefit – one-twenty-sixth of 75 per cent of the Member's Final Salary,

(ii) [Deleted]

for such period as the Member remains Totally and Temporarily Disabled, but in any event not exceeding the earliest of the following:

- (iii) 52 fortnights (or such greater period as the Trustee may, for special reasons, allow) from the satisfaction of the waiting period under the definition of Totally and Temporarily Disabled;
 - (iv) the Member's 65th birthday;
 - (v) the Member's death.
- (b) Where a Member is receiving a benefit under this rule, the Insurer or the Trustee may at any time require the Member to attend for a medical examination by a medical practitioner for the purpose of obtaining certification that the Member continues to be Totally and Temporarily Disabled.
- (c) Where a Member is entitled to compensation under the Workers Rehabilitation and Compensation Act or under any corresponding legislation, any benefit payable under this rule 42 shall be reduced by the amount of such compensation. If a Member commutes or surrenders the Member's entitlement to such compensation the Member's benefit will be reduced under this paragraph as if the commutation or surrender had not occurred.
- (d) The amount of the benefit payable under this rule 42 will be reduced by the amount of any insurance proceeds paid under a contract of insurance to the Member as a consequence of the Member's injury or illness for which the Total and Temporary Disability Benefit is also payable.
- (e) Where a Member is entitled to receive a benefit under this rule 42 in respect of any period during which the Member is determined to be Totally and Temporarily Disabled the benefit otherwise payable under this rule 42 is reduced by the wages or salary or similar payments received by the Member in respect of his or her employment for the same period.
- (f) If, in accordance with rule 51, a limitation has been placed on the amount of Total and Temporary Disablement Benefit in respect of the Member, the amount of the benefit payable pursuant to this rule 42 shall be reduced in accordance with that limitation.

43. Termination of Service Benefit

- (a) If a Member's Service is terminated before the Member's 55th birthday in circumstances in which no other benefit is payable under this Part 6 of Sub- Division C, there shall be payable a benefit equal to the sum of:
- (i) [Deleted]
 - (ii) the Salarylink Benefit (where applicable) being an amount equal to the amount under either paragraph (A) or (B) below (as selected by the Member):
 - (A) the Basic Super Benefit being the sum of:
 - (1) twice the total of the Member's Basic Contributions; and
 - (2) the amount of any Additional Contributions; and

(3) any Transfer Multiple Amount,

and if the Basic Super Benefit is less than the Present Day Super Benefit, then the Basic Super Benefit will be taken to be an amount equal to the Present Day Super Benefit; and

(B) the Retirement Super Benefit being the sum of:

(1) the Member's Basic Contributions; and

(2) the amount of any Additional Contributions made by or on behalf of the Member; and

(3) [Deleted]

(4) the Member's Accrued Salarylink Benefit less the sum of the amounts determined under sub-paragraphs (1) and (2) above, which amount will be preserved in the LS Fund as a deferred benefit in accordance with rule 56(b) and from the date the Member ceased Service it shall be varied on 30 June in each year and on the date upon which it is payable (including the Member's 55th birthday):

- by the CPI Factor plus 2% or if the CPI Factor is negative, by that rate or such greater rate of interest (including a nil rate or a negative rate) as the Trustee may in its absolute discretion determine; and

- to take into account any bonus allocated under rule 61,

and if a variation is to be made in respect of a period which is less than one year, the variation shall be adjusted to reflect the proportion which that period bears to one year;

(iii) in the case of a member of the Previous Plan of Alice Springs Council, an amount equal to either (as selected by the Member):

(A) twice the balance of the Member's Transfer Account; or

(B) a deferred benefit equal to an Additional Transfer Value adjusted on 30 June and on the date on which the benefit is payable in accordance with rule 56(b) (including on the member's 55th birthday) by the CPI Factor plus 2% or if the CPI Factor is negative by such greater rate of interest (including a nil rate or a negative rate) as the Trustee may in its absolute discretion determine, and if a variation is to be made in respect of a period which is less than one year, the variation shall be adjusted to reflect the proportion which that period bears to one year.

44. Minimum Guaranteed Benefits

- (a) If a benefit becomes payable in respect of an MGB Member pursuant to any of rules 36 (Normal Retirement Benefit), 39 (Ill Health Retirement Benefit), 40 (Death Benefit), 41 (Total and Permanent Disablement Benefit) or 46 (Terminal Medical Condition Benefit) and such benefit is less than the Minimum Benefit, then the Trustee must pay the MGB Member the Minimum Benefit in lieu of the benefit which is otherwise payable under these rules.

- (b) If an MGB Member remains in Service after the Member's 65th birthday and the benefit calculated in accordance with rule 37(a) is less than the Minimum Benefit determined on the Member's 65th birthday, then the Minimum Benefit shall apply in lieu of the benefit otherwise calculated under rule 37(a) to be transferred to the Member's Superannuation Account in accordance with rule 37(b).
- (c) For the purposes of this rule 44 the "Minimum Benefit" is an amount equal to the total of:
 - (i) [Deleted]
 - (ii) the benefit the MGB Member would have been entitled to had the MGB Member been eligible and elected to receive a Basic Super Benefit as at the relevant date.
- (d) For the purpose of this rule 44 an "MGB Member" is a Member who would have, if the Member had ceased Service upon the Member attaining age 55 years, received a benefit pursuant to rule 36 which would have been less than the benefit the Member would have been entitled to have received had the Member been eligible and elected to receive a Basic Super Benefit upon ceasing Service at age 55 years.

45. Benefits for CCASP Members

[Deleted]

46. Terminal Medical Condition Benefits

- (a) Subject to the remaining provisions of this rule 46 and notwithstanding any other provisions of these Rules, if:
 - (i) a Member requests assessment under this rule 46; and
 - (ii) the Trustee is satisfied that a TMC exists in relation to that Member,

the Trustee may, in its absolute discretion and subject to such terms and conditions as the Trustee considers appropriate, pay to or in respect of the Member a benefit equal to the benefit that would have been payable (subject to any limitations under any applicable Policy) in respect of the Member under these Rules if the Member had died on the date that the Trustee determines that a TMC exists in relation to the Member.
- (b) A Member who has become entitled to payment of a benefit under rule 46(a) may elect to retain all or part of such benefit in the Fund pursuant to rule 58.
- (c) Once a Member has become entitled to a benefit under rule 46(a), the Member will have no entitlement to any other benefits under this Sub-Division C unless the Member has an entitlement to a benefit on Total and Temporary Disablement under rule 42(a) or a benefit under rule 58 or a pension benefit under rule 8 of Sub-Division B.
- (d) If any limitation under any applicable Policy operates to restrict the amount payable to a Member under rule 46(a) to a maximum limit, a benefit will remain payable upon the Member's subsequent death or Total and Permanent Disablement on terms set out in rule 40 (in the case of death) or rule 41 (in the case of Total and Permanent Disablement) (as the case may be), but limited only to the remaining amount of any insurance proceeds paid to the Trustee under such Policy as a result of the Member's death or Total and Permanent Disablement.

PART 7 – INSURED BENEFITS**47. Marketlink Insurance Benefit**

[Deleted]

48. Marketlink Insurance Benefit with Income Protection

[Deleted]

49. Salarylink Insurance Benefit

- (a) While a Member is making Salarylink Contributions to the LS Fund, and for so long as the Member is making Salarylink Contributions to the LS Fund, the Member will be taken to have in place a Salarylink Insurance Benefit.
- (b) If a Member:
- (i) does not make Salarylink Contributions to the LS Fund within 6 months of first becoming eligible to do so; or
 - (ii) re-commences active Service with a Council after taking a period of leave without pay approved by the Council where the Member had been making Salarylink Contributions immediately prior to commencing leave without pay, but did not have an insured death and Total and Permanent Disablement Benefit during such period of leave,

then the Trustee may refuse to approve a Salarylink Insurance Benefit for the Member or may impose such limitations and conditions on the benefit as it considers appropriate having regard to the state of the Member's health, any factors which may increase the Member's risk of death, Total and Permanent Disablement or Total and Temporary Disablement whilst in Service.

50. Additional Voluntary Cover

[Deleted]

51. Limitation of Death, TMC and Disablement Benefits

- (a) Each Member shall:
- (i) at any time upon request by the Trustee or the Insurer; and
 - (ii) upon applying for, or otherwise becoming entitled to, insurance cover in respect of death, TMC or disablement that exceeds any limit prescribed by the Trustee from time to time,

supply to the Trustee or the Insurer such evidence and information regarding the state of the Member's health or predisposition to disablement, death or terminal illness as the Trustee or the Insurer (with the approval of the Trustee) may from time to time require.

- (b) In respect of a Member who is required to supply information under rule 51(a), until the Trustee and the Insurer are satisfied as to the soundness of health of a Member and any other circumstances of the Member that may lead to the Member's predisposition to

disablement, death or terminal illness the amount of death, disablement or TMC benefit in respect of that Member may be limited in a manner which the Trustee considers to be equitable and the Trustee shall advise the Member accordingly.

- (c) Where the Trustee or the Insurer has made a decision upon the basis of evidence provided by a Member as to the state of the Member's health or predisposition to disablement, death or terminal illness and the Trustee or the Insurer is satisfied:
- (i) that the person failed to reveal a material matter within the Member's knowledge relating to the Member's state of health or predisposition to disablement, death or terminal illness; and
 - (ii) that had the Trustee or the Insurer known of the matter the Trustee or the Insurer would not have made the decision referred to above,

the Trustee or the Insurer (with the approval of the Trustee) may rescind that the Trustee may in its absolute discretion impose a maximum limit decision and may adjust the benefits payable under these Rules accordingly.

- (d) Notwithstanding any other provision of these Rules:
- (i) the Trustee may in its absolute discretion impose a maximum limit on all or part of the amount of the insured benefits payable to or in respect of Members in the event of Total and Permanent Disablement, Total and Temporary Disablement, death and a TMC existing;
 - (ii) the Trustee may amend any maximum limit set from time to time;
 - (iii) if:
 - (A) a benefit becomes payable to or in respect of a Member as a result of the Member's Total and Permanent Disablement, Total and Temporary Disablement, death or a TMC existing in relation to the Member; and
 - (B) the amount of the insured benefits payable under:
 - (1) rule 40 or rule 41(a)(iii) (as the case may be);
 - (2) rule 41(b);
 - (3) rule 42; or
 - (4) rule 46;
 - (5) [Deleted];
 exceeds any maximum limit set by the Trustee at the relevant time, the insured benefit payable to or in respect of the Member is the amount of the maximum limit;
 - (iv) the Trustee may in its absolute discretion determine that a Member, or a category of Members, is not entitled to any or all of the benefits referred to in this Part 7 or rule 46 if the total balance of the Member's Superannuation Account for a Member is not at least equal to a minimum amount in respect of a period where such amount and period are prescribed by the Trustee from time to time as being reasonably necessary to meet the cost of providing insured benefits from the LS Scheme for the Member;

- (v) once a Member has become entitled to a benefit under rule 46, that Member is no longer entitled to any benefits referred to in this Part 7 other than pursuant to rule 58 and other than any remaining insurance proceeds that may be payable under rule 42(a) or rule 46(d).

52. Adjustment to Insured Benefits

If a Member:

- (a) re-commences Salarylink Contributions; or
- (b) ceases Salarylink Contributions but remains in Service,
- (c) [Deleted]

where the level of benefits covered by insurance would but for the operation of this rule 52 be affected by such event, then the Trustee may in its absolute discretion:

- (d) in the case where the level of benefits covered by insurance would otherwise increase as a consequence of the event – limit the level of such benefits payable to the Member; and
- (e) in the case where the level of benefits covered by insurance would otherwise be reduced as a consequence of the event – increase the level of such benefits payable to the Member,

in such manner and subject to such terms and conditions as the Trustee may determine.

53. Retained Insurance Benefit

[Deleted]

54. External Insurance

- (a) The Trustee may arrange one or more Policies for the purpose of insuring all or part of any or all of the benefits referred to under this Part 7 or under rule 46.
- (b) For the avoidance of doubt, the Trustee may determine that a Policy applies to particular Members or to particular categories of Members and such Members will be known as Externally Insured Members with respect to the kinds of benefits that the Policy covers.
- (c) An Externally Insured Member is only entitled to a benefit referred to under this Part 7 if and to the extent that the Trustee receives the proceeds of the Policy in respect of that benefit from the Insurer. The Trustee must accordingly adjust the death, TMC or disablement benefits otherwise specified as being payable under this Deed in respect of an Externally Insured Member.
- (d) This rule 54 applies notwithstanding any other provision of these Rules other than rule 55.

55. Transitional Protection

- (a) In respect of an Externally Insured Member who was a Member of the LS Scheme prior to 1 April 2009:

- (i) rule 54 does not apply to reduce the Member's benefits;
- (ii) the definitions of "Totally and Permanently Disabled" and "Totally and Temporarily Disabled" as set out in paragraph (a) of each of those definitions in Sub-Division E are taken not to apply to the Member; and
- (iii) rule 51(d)(iv) does not apply to reduce the Member's benefits,

in respect of and to the extent that prior to 1 April 2009 such Member already had a right to an accrued benefit (if any) under Part 7 of this Sub-Division C or under rule 46 of the "Industry Division" rules in the Former LS Trust Deed and the application of rule 54 or the definitions referred to under paragraph (ii) above would result in a reduction of such accrued benefit.

- (b) In respect of a Member who was a Member of the LS Scheme prior to 6 April 2010 on which the amending deed that amended the Former LS Trust Deed to insert rule 55(b) of the "Industry Division" rules in the Former LS Trust Deed was executed (Execution Date), the amendments made to the Former LS Trust Deed with effect on and from 1 April 2010 (and now reflected in these Rules) do not apply to reduce the Member's benefits to the extent that prior to the Execution Date such Member already had a right to an accrued benefit (if any) under Part 7 or rule 46 of the "Industry Division" rules in the Former LS Trust Deed and the application of such amendments would result in a reduction of such accrued benefit.
- (c) For the purpose of this rule 55 the term "accrued benefit" shall be given the same meaning as is applied to that term for the purpose of regulation 13.16 of the SIS Regulations and clause 10.3.1 of the Former LS Trust Deed.

PART 8 – ADDITIONAL BENEFITS AND OPTIONS

56. Deferred Benefit Option

- (a) A Member's election to receive a deferred benefit pursuant to rules 43 and 56(c) shall be made by completing a form prescribed by the Trustee.
- (b) Subject to rule 56(e), a deferred benefit shall be payable on the Member's death or upon the Member attaining 55 years of age (in which case the payment of the deferred benefit will be subject to any preservation requirements under the Relevant Law) or on the Member's earlier retirement on the grounds of Ill Health or Total and Permanent Disablement subject to satisfactory proof (to the extent applicable) of:
 - (i) death;
 - (ii) Ill Health or Total and Permanent Disablement,
 being given to the Trustee.

For the purposes of this rule 56(b):

- (A) a Member will be taken to be suffering Ill Health if the Member is suffering from a continuous or recurring injury or illness which the Trustee considers in its absolute discretion would prevent the Member from performing his or her normal duties of employment (whether or not that Member is currently employed) and has led to the Member's retirement from the workforce;

- (B) a Member will be taken to be Totally and Permanently Disabled if the Trustee determines that the Member satisfies the definition of “permanent incapacity” under the SIS Regulations.
- (c) Where a Member is regularly, but not permanently, employed on a full-time or part time basis, the Member may, with the approval of the Trustee, on the termination of each period of employment elect to take a deferred benefit in accordance with these Rules in respect of that period of employment and this provision shall apply to a Member even if the Member has not been a Member of this LS Scheme or, in the case of a Transferred Member the Previous Plan for more than one year.
- (d) [Deleted]
- (e) A Member who elected to receive a deferred benefit under the former Part IX of the Rules in place prior to 1 April 2001 (known as the Accumulation Benefits Section) may at any time from 1 April 2001 request the Trustee to pay their deferred benefit from the LS Scheme as if it had become payable under rule 56(b).
- (f) For the avoidance of doubt, if a Member has elected to receive a deferred benefit pursuant to this rule 56, such deferred benefit is not payable to or in respect of the Member otherwise than in the circumstances set out in this rule 56. Accordingly, the Trustee must not treat any part of a deferred benefit as forming all or any part of a withdrawal benefit for the purpose of the Relevant Law.
- (g) [Deleted]

57. Option to convert deferred benefits

- (a) A Member who has elected before 1 July 1999 to receive a deferred benefit under either former rules 59(b)(ii) or 60(c)(vii) then in place was eligible to elect on or before 30 September 1999 to convert the deferred benefit to a benefit which is immediately payable. The converted benefit will continue to be subject to any preservation requirements under the Relevant Law.
- (b) An election made to convert a deferred benefit had to be made in writing before 30 September 1999 in a manner and form approved by the Trustee.
- (c) The converted benefit was equal to an amount determined by the Actuary to represent the present value of the Member’s deferred benefit remaining in the LS Fund. In determining the amount of the converted benefit the Actuary must have had regard to:
 - (i) the present value of the benefit on 1 July 1999;
 - (ii) any amounts which the Member has withdrawn or transferred out of the LS Fund;
 - (iii) costs, expenses and taxes apportionable to the Member’s benefit.

58. Retention of Benefits in the LS Scheme

- (a) This rule 58 shall apply to:
 - (i) a Member upon his or her Service ceasing for any reason (other than death);
 - (ii) a Member who becomes entitled to payment of a deferred benefit under rule 56; or

- (iii) a Member who is entitled to a benefit under rule 46, who satisfies either:
- (A) the Election Conditions – which are satisfied when the Member elects under paragraph (b) of this rule 58 to retain in the Fund all or any part of the Member’s benefit which has become payable to the Member; or
 - (B) the Default Conditions – which are satisfied when:
 - (1) if:
 - the Member does not request payment of the Member’s benefit upon it becoming payable within such period as the Trustee prescribes; or
 - the payment of the Member’s benefit is subject to any preservation requirements under the Relevant Law, such that it cannot be paid to the Member; and
 - (2) the Trustee has not transferred the Member’s benefit out of the LS Fund to an Approved Benefit Arrangement after applying such policies and procedures as the Trustee determines in its absolute discretion from time to time.

Pending the satisfaction by a Member of either the Election Conditions or the Default Conditions, for the purpose of providing a Member with insured benefits the Trustee may treat the Member as having satisfied the Default Conditions. This rule 58 shall cease to apply to a Member upon all benefits which are payable to the Member from the LS Fund being paid to or in respect of the Member or transferred to Division 1 or Division 2 (as applicable) or an Approved Benefit Arrangement.

- (b) In order to satisfy the Election Conditions an election must be made by completing a form, and lodging it with the Trustee within a period of time, prescribed by the Trustee or via an approved online process. If a Member fails to complete the prescribed form or fails to lodge it with the Trustee within the prescribed period or the approved online process the Member will not be taken to have satisfied the Election Conditions.
- (c) [Deleted]
- (ca) [Deleted]
- (d) Without limiting clauses 8.1(b) of the Deed, the Trustee shall transfer and credit to the Superannuation Account of a Member to whom this rule 58 applies the following:
 - (i) any benefit which the Member has elected to retain in the Fund;
 - (ii) any benefit of a Member in respect of which the Member has satisfied the Default Conditions;
 - (iii) [Deleted]
 - (iv) [Deleted]
 and shall debit the following:
 - (v) such amounts which the Trustee considers should be reasonably attributed to the account representing any tax or governmental impost which is or may become

payable in connection with the LS Fund and the costs of and incidental to the administration, investment and management of the LS Fund;

- (vi) [Deleted]
- (e) A Member to whom this rule 58 applies immediately after ceasing Service will, if that Member had insurance cover under the LS Scheme at the time of ceasing Service (and unless the Member ceased Service after 31 October 2007 due to Total and Permanent Disablement, Ill Health or a TMC existing in relation to the Member pursuant to which the Member received a benefit under rule 46) be entitled to insurance cover from, and subject to the terms and conditions applicable to, Division 1 or Division 2 (as applicable). On transfer of benefits to a Member's Superannuation Account pursuant to this rule 58, that Member will be taken to have:
 - (i) an insured death, Total and Permanent Disablement and TMC benefit for an amount determined under the Policy obtained by the Trustee for that purpose; and
 - (ii) in the case of a Member to whom if the Member had in place a Salarylink Insurance Benefit immediately prior to ceasing Service – an insured Total and Temporary Disablement Benefit for a fortnightly benefit payment equal to one-twenty sixth of an amount which would have been payable on the date the Member ceased Service had the Member become Totally and Temporarily Disabled on that date rounded up to the nearest available multiple of units.
- (ea) [Deleted]
- (f) [Deleted]
- (g) [Deleted]
- (h) [Deleted]

59. Bonus Multiple

- (a) (i) A Member shall only be entitled to 1994 Bonus Multiple if:
 - (A) the Member was in Service on 2 July 1994; and
 - (B) the Member was a Member to whom the former Part VIII of the Rules (then covering defined benefit members) applied on 2 July 1994.
- (ii) A 1994 Bonus Multiple is equal to 10% of the sum of the Member's Scheme Benefit Percentage (determined as at 2 July 1994) and the Member's Previous Plan Accrued Percentage.
- (b) (i) A Member shall only be entitled to a 1997 Bonus Multiple if:
 - (A) the Member was in Service on 10 March 1997; and
 - (B) the Member was a Member to whom the former Part VIII of the Rules (then covering defined benefit members) applied on 10 March 1997.
- (ii) A 1997 Bonus Multiple is equal to 16.25% of the sum of the Member's Scheme Benefit Percentage (determined as at the 1997 Bonus Date) and the Member's Previous Plan Accrued Percentage. For the purpose of this paragraph "1997 Bonus Date" means:

- (A) in respect of a Member who ceased Service after 10 March 1997 and prior to 1 July 1997 - the date of cessation of Service; or
 - (B) in any other case - 1 July 1997.
- (c) "Scheme Benefit Percentage" in this rule 59 does not include any benefit percentage accrued in respect of Years of Membership for which a Member was an "Old Benefit Member".

60. 2000 Bonus Multiple

- (a) A Member shall only be entitled to a 2000 Bonus Multiple if:
 - (i) the Member was in Service on 13 March 2000; and
 - (ii) the Member was a Member to whom the former Part VIII of the Rules (then covering defined benefit members) applied on 13 March 2000.
- (b) A 2000 Bonus Multiple is equal to:
 - (i) for Members aged 65 years or more on 30 June 1999 – the product of:
 - (A) a fraction of the 2000 Vested Bonus Percentage determined by the number of days after 30 June 1996 up to the Member's 65th birthday (so that for Member's over 65 years on or before 30 June 1996 the number of days will be nil) divided by 1095; and
 - (B) the sum of the Member's Scheme Benefit Percentage (determined as at the 2000 Bonus Date) and the Member's Previous Plan Accrued Percentage.
 - (ii) for all other Members - the 2000 Vested Bonus Percentage of the sum of the Member's Scheme Benefit Percentage (determined as at the 2000 Bonus Date) and the Member's Previous Plan Accrued Percentage.

61. 2000 Bonus for Deferred Members

- (a) A Member who on or before 13 March 2000:
 - (i) had ceased Service and elected to receive a deferred benefit under either former rule 59(b)(ii) or rule 60(b) of the Rules which were then in place;
 - (ii) had not converted the benefit under rule 57; and
 - (iii) had not attained age 55 years,

is entitled to an additional amount equal to the 2000 Vested Bonus Percentage of the component of their deferred benefit held in the LS Fund which is determined under former rule 59(b)(ii)(D) or rule 60(b)(iv) (as the case may be) of the Rules that were in place as at the 2000 Bonus Date.
- (b) A Member who before 13 March 2000:
 - (i) had ceased Service and elected to receive a deferred benefit under either former rule 59(b)(ii) or rule 60(b) of the Rules which were then in place;
 - (ii) had not converted the benefit under rule 57; and

(iii) had attained age 55 years within three years prior to 30 June 1999,

is entitled to an additional amount equal to the product of:

- (A) a percentage rate determined by the number of days from 30 June 1996 up to the Member's 55th birthday divided by 1095; and
- (B) the 2000 Vested Bonus Percentage of the component of the Member's deferred benefit held in the LS Fund which is determined under former rule 59(b)(ii)(D) or rule 60(b)(iv) (as the case may be) of the Rules that were in place as at the 2000 Bonus Date.

62. 2000 Bonus for members of the Previous Plan of Alice Springs Council

- (a) This rule 62 applies only to Members:
 - (i) who were formerly members of the Previous Plan of Alice Springs Council; and
 - (ii) who were in Service on 13 March 2000.
- (b) For the purpose of determining the Additional Transfer Value component of any benefit under Part 6, an additional amount is added to the Previous Plan Accrued Percentage equal to the product of:
 - (i) the 2000 Vested Bonus Percentage; and
 - (ii) the Previous Plan Accrued Percentage (determined as at the 2000 Bonus Date).

PART 9 – COUNCIL ELECTED MEMBERS

63. Membership

- (a) From 1 July 2013 the LS Scheme is closed to all new Members, including Council Elected Members.
- (b) [Deleted]

64. Contributions

[Deleted]

65. Member's Credit

[Deleted]

66. Benefits

[Deleted]

67. Application of these Rules to Council Elected Members

[Deleted]

PART 10 – HISTORICAL ARRANGEMENTS

68. Closure of Previous Plan to New Entrants

Each Council shall do all things necessary (consistent with its obligations under its Previous Plan) to close its Previous Plan to new entrants from 1 July 1984 (or in the case of Northern Territory Councils from the Date of Transfer) or as soon as possible thereafter. For the purpose of this Rule, "Northern Territory Council" has the same meaning that was applied to it in these Rules immediately prior to 1 July 2008.

69. Transfer of Members and Funds of Previous Plans

- (a) Each Council shall do all things necessary (consistent with its obligations under its Previous Plan) to arrange for the transfer, at a date specified by the Trustee, of the members of its Previous Plan to this LS Scheme.
- (b) Each Council shall do all things necessary (consistent with its obligations under its Previous Plan) to arrange for the transfer of the funds of its Previous Plan to the LS Fund on a date or dates and in a manner acceptable to the Trustee.
- (c) The Trustee shall accept as a Member of the LS Scheme any Employee who is a member of a Previous Plan and in respect of whom arrangements acceptable to the Trustee have been made in accordance with paragraphs (a) and (b) of this rule 69 and such acceptance shall take effect from the date on which that Employee ceases to be a member of the Previous Plan

70. Transfer from CCASP

[Deleted]

71. Advice to Members of Previous Plans

The Trustee shall advise each Member who was a member of a Previous Plan of the following matters in respect of the Member's membership of and entitlements from the Previous Plan up to 30 June 1984 (or in respect of Northern Territory Members up to the Date of Transfer):

- (a) 'Previous Plan Accrued Percentage' being:
 - (i) in respect of South Australian Members - the percentage of Salary to which the Trustee considers, upon the advice of the Actuary, the Member's retirement benefits under the Member's Previous Plan have accrued up to 30 June 1984; and
 - (ii) in respect of Northern Territory Members who participated in the Alice Springs Council Previous Plan - the percentage of Salary to which the Trustee considers, upon the advice of the Actuary, the Member's retirement benefits under the Member's Previous Plan have accrued up to the Date of Transfer;
- (b) 'Previous Plan Accumulated Contributions' being:
 - (i) in respect of a South Australian Member - the amount which the Trustee considers, upon the advice of the Actuary, would have been paid to the Member from the Member's Previous Plan if the Member had received a resignation benefit on 30 June 1984, less an amount equal to that portion of that resignation benefit which would have arisen from the vesting of Council contributions to the Member's Previous Plan; and
 - (ii) in respect of a Northern Territory Member - the amount which the Trustee considers, upon the advice of the Actuary, would have been paid to the Member from the Member's Previous Plan if the Member had received a resignation

benefit on the Date of Transfer, less an amount equal to that portion of that resignation benefit which would have arisen from the vesting of Council contributions to the Member's Previous Plan;

- (c) 'Previous Plan Vesting Percentage' being:
- (i) in respect of South Australian Members - the percentage increase necessary to increase the Previous Plan Accumulated Contributions to the amount which would have been paid to the Member from the Member's Previous Plan if the Member had received a resignation benefit on 30 June 1984; and
 - (ii) in respect of Northern Territory Members - the percentage increase necessary to increase the Previous Plan Accumulated Contributions to the amount which would have been paid to the Member from the Member's Previous Plan if the Member had received a resignation benefit on the Date of Transfer;
 - (iii) in respect of South Australian Members and Northern Territory Members who participated in the Alice Springs Council Previous Plan or the Darwin Council Previous Plan the method to be used by the Trustee to calculate the Member's Previous Plan Final Salary, being a method which the Trustee chooses, upon the advice of the Actuary, to produce a Salary which will approximate the salary which would have been used under the Member's Previous Plan in the calculation of benefits on retirement.

72. Election to become a Transferred Member

- (a) An Employee who:
- (i) has been transferred from a Previous Plan to the LS Scheme;
 - (ii) is engaged in either full-time or permanent part-time employment; and
 - (iii) is under age 65,
- may elect to transfer to the benefits provided by the LS Scheme by completing a form prescribed by the Trustee and providing such evidence of the Member's age and health as is required by the Trustee.
- (b) Upon being satisfied that the election conforms to the requirements of these Rules, the Trustee shall accept the Employee as a Transferred Member.
- (c) In respect of a South Australian Member:
- (i) an election may not be made under paragraph (a) after 30 June 1990 or such later date as the Trustee may determine; and
 - (ii) the Trustee may make a determination under sub-paragraph (i) before or after 30 June 1990, and may, notwithstanding having made a declaration under that sub-paragraph, make a further declaration or declarations (whether before or after the expiration of an earlier declaration).
- (d) (i) Subject to this rule 72(d), the Trustee may offer an additional benefit to an Old Benefit Member on the condition that the Old Benefit Member elects to transfer to the benefits provided by the LS Scheme. The Trustee is under no obligation to offer, or to consider whether to offer, an additional benefit to an Old Benefit Member.

- (ii) If the Trustee determines to make an offer to an Old Benefit Member under this rule 72(d) it must ensure that the additional benefit:
 - (A) is designed to encourage the Old Benefit Member to transfer to the benefits provided by the LS Scheme having regard to a comparison of the benefits provided to the Employee under the Previous Plan and the benefits to be provided by the LS Scheme; and
 - (B) does not adversely affect the financial position of the LS Fund.

The Trustee may impose such other terms and conditions on the offer as it considers appropriate.

- (iii) If an Old Benefit Member becomes a Transferred Member following an offer made under this rule 72(d), the additional benefit will be payable to the Transferred Member subject to the terms and conditions of the offer and notwithstanding any other provision of these Rules.

73. Old Benefit Members

A person who has been transferred from a Previous Plan to the LS Scheme and who has not elected to transfer to the benefits provided by the LS Scheme shall be treated by the Trustee as an Old Benefit Member.

74. Supplementary Death and Disablement Cover

If a member of a Previous Plan employed by a South Australian Council dies or becomes Totally and Permanently Disabled:

- (a) after 30 June 1984 and before the date specified by the Trustee in respect of the Member's Previous Plan in accordance with rule 69(a); or
- (b) after becoming a Member of the LS Scheme and where:
 - (i) no election has been made by the Member, before the expiration of the time specified by the Trustee in accordance with rule 72(a); or
 - (ii) an election has been made by the Member, before the Member has been accepted as a Transferred Member,

there shall be payable from the LS Fund, in addition to any other benefit payable from the LS Fund and any benefits payable from the Previous Plan, a benefit of such amount as may be necessary to make the total of the benefits payable from the LS Fund and from the Previous Plan at least equal to the death or disablement benefit that would have been payable from the LS Fund had the Member become a Transferred Member on 1 July 1984 and contributed to the LS Fund from that date at the same rate as the Member contributed to the Previous Plan or the LS Fund from that date PROVIDED THAT where the rate of the Member's contribution from 1 July 1984 was not one of the rates listed in the table in rule 36 the benefit percentage used to determine the benefit that would have been payable had the Member become a Transferred Member on 1 July 1984 shall be calculated by interpolating or extrapolating linearly from the figures shown in the table in rule 36.

75. Actuarial Modification

Where this LS Scheme first applies to a Council after 30 June 1984, the Trustee, after considering the advice of the Actuary, may modify in such manner as it considers appropriate any of these Rules relating to the transfer of members and funds from that Council's Previous Plan to the LS Scheme and the benefits arising from membership of that Previous Plan.

PART 11 – RULES FOR OLD BENEFIT MEMBERS

76. Contributions and Benefits for Old Benefit Members

- (a) Notwithstanding anything else contained in these Rules, but subject to this rule 76 and to rule 26 of Sub-Division B, an Old Benefit Member shall, while the Member remains in the Service of the Council which employed the Member on 30 June 1984 (or in respect of a Northern Territory Member on the Date of Transfer), pay contributions to and be entitled to receive benefits from the LS Fund in accordance with the provisions of the Member's Previous Plan and, in the case of an Old Benefit Member who is employed by a South Australian Council and who pursuant to the provisions of the Member's Previous Plan contributes at a rate of 1 per cent, a benefit of 5 per cent of the Member's Final Average Salary for each Year of Membership occurring after 1 July 1988.
- (b) (i) [Deleted]
- (b) (ii) [Deleted]
- (c) In this rule 76, 'Final Average Salary' in relation to an Old Benefit Member, means the Member's Final Average Salary determined in accordance with the provisions of the Member's Previous Plan.
- (d) Notwithstanding the provisions of an Old Benefit Member's Previous Plan where the interest to be credited to the Member's contributions is less than movements in the value of Units in an Investment Portfolio (being an Investment Portfolio determined by the Trustee from time to time to apply for the purposes of this sub-rule) allocated by the Trustee in respect of the Member's contributions which have not been cancelled then such movements in the value of Units allocated shall be allocated (and in respect of any period prior to 1 October 2001, where the interest to be credited to the Member's contributions is less than the Declared Rate then the interest credited will be at the Declared Rate).
- (e) (i) The Trustee may agree with a Council to:
 - (A) release an Old Benefit Member employed by the Council from paying all or any part of the Member's contributions to the LS Fund; and
 - (B) attach conditions to that release.
- (e) (ii) If, pursuant to sub-paragraph (i), an Old Benefit Member is released from his or her obligation to contribute to the LS Fund, the Trustee may deem those contributions to have been paid to the LS Fund by the Member for any purpose under these Rules. Prior to making such a determination the Trustee may require the Council to make additional contributions to the LS Fund which the Trustee considers are necessary or desirable to ensure that the financial stability of the LS Fund is not affected by the determination.
- (f) (i) [Deleted]
- (f) (ii) [Deleted]

- (g) (i) An Old Benefit Member who ceases Service and who has available to him a deferred style benefit under the provisions of the Member's Previous Plan, may elect to receive as an alternative an amount equal to the sum of:
- (A) an amount which the Actuary determines as at the date of termination of Service to represent the present value of the deferred style benefit; and
 - (B) [Deleted].
- Rule 76(g)(ii) does not apply to an Old Benefit Member to whom this rule 76(g)(i) applies.
- (ii) An Old Benefit Member who ceases Service prior to age 55 may elect, as an alternative to any benefit otherwise payable from the LS Fund, to receive either:
- (A) the sum of:
 - (1) an amount calculated in accordance with the provisions of rule 76(a) as if the Member had retired at age 65 on the date of termination of Service, counting only periods of membership, Service and Salary to the date of actual termination, provided that where the Relevant Law requires this amount to be preserved, then it will be preserved in the LS Fund as a deferred benefit and from the date the Member ceased Service it shall be varied on the Annual Review Date each year and on the date it is payable on such basis as the Trustee determines; and
 - (2) [Deleted]; or
 - (B) an amount equal to the sum of:
 - (1) an amount which the Actuary determines as at the date of termination of Service to represent the present value of the benefit calculated under sub-paragraph (A)(1) above; and
 - (2) [Deleted].
- (h) (i) This rule 76(h) shall not apply to an Old Benefit Member who has available to him an ill health style benefit under the provisions of the Member's Previous Plan.
- (ii) An Old Benefit Member who ceases Service on the grounds of Ill Health, and who is not entitled to a disablement benefit, shall be paid, as an alternative to any benefit otherwise payable from the LS Fund, a benefit equal to the sum of:
- (A) an amount calculated in accordance with rule 76(a) as if the Member had retired at age 65 on the date of termination of Service, counting only periods of membership and Service and Salary to the date of actual termination; and
 - (B) [Deleted].
- (i) (i) This rule 76(i) shall not apply to an Old Benefit Member who has available to him an early retirement benefit upon attaining age 55 under the provisions of the Member's Previous Plan.

- (ii) An Old Benefit Member who ceases Service on or after age 55, shall be paid, as an alternative to any benefit otherwise payable from the LS Fund, a benefit equal to the sum of:
 - (A) an amount calculated in accordance with rule 76(a) as if the Member had retired at age 65 on the date of termination of Service, counting only periods of membership and Service and Salary to the date of actual termination; and
 - (B) [Deleted]
- (j) The facilities available to Members under Part 3 (other than rules 15 and 17) and Part 8 (other than these Rules relating to bonus multiples and bonuses) are available to Old Benefit Members on the same basis as these facilities are available to other Members of the LS Scheme.

77. Old Benefit Members Moving Between Councils

- (a) In the event that an Old Benefit Member's Service with the Council which employed the Member on 30 June 1984 (or in respect of a Northern Territory Member on the Date of Transfer) terminates and within a period of four weeks, or such longer period as the Trustee may approve upon the Member's request, the Member recommences full-time or permanent part-time employment with either the same Council or another Council, the Member may, if the Member is under age 65, elect to become a Transferred Member by completing a form prescribed by the Trustee and providing such evidence of the Member's age and health as is required by the Trustee.
- (b) Upon being satisfied that the election conforms to the requirements of these Rules and that the Old Benefit Member either has instructed the Trustee to retain or has repaid to the Trustee upon recommencing employment the full amount of any benefit for which the Member is eligible as a result of the termination of the Member's Service the Trustee shall accept the Member as a Transferred Member as from the day the Member recommences employment.
- (c) The benefits payable in respect of such a Transferred Member shall be determined in the same manner as for any other Transferred Member except that:
 - (i) in calculating Previous Plan Accrued Percentage, Previous Plan Accumulated Contributions and Previous Plan Vesting Percentage the date of the Member's termination of Service with the Council which employed the Member on 30 June 1984 (or in respect of a Northern Territory Member, on the Date of Transfer) shall be used instead of 30 June 1984 (or in respect of a Northern Territory Member, the Date of Transfer); and
 - (ii) in calculating the Member's benefits the date of the Member's acceptance as a Transferred Member shall be used instead of 1 July 1984 (or in respect of a Northern Territory Member, instead of the Date of Transfer).
- (d) In respect of such a Transferred Member:
 - (i) the Member shall be deemed to have remained a Member throughout the period when the Member was not employed by a Council except that no contributions are required in respect of that period and that period shall not be counted for the purpose of determining any benefit payable at any time in accordance with these Rules;

- (ii) the Member's Service shall be deemed not to have ceased and shall be treated as being continuous; and
- (iii) for the purpose of calculating the Member's Final Average Salary and the Member's Previous Plan Final Salary at any time the period when the Member was not employed by a Council shall be ignored.

78. Bonus Allocation for Old Benefit Members

- (a) If following an actuarial investigation of the LS Fund the Actuary determines there is a surplus of assets over the value of total retirement benefits after taking into account both past and future benefit accruals for Old Benefit Members, the Trustee may determine to allocate an additional benefit to Old Benefit Members.
- (b) Nothing in this rule 78 is to be construed so as to require the Trustee to:
 - (i) undertake an actuarial valuation of the LS Fund which would not have otherwise taken place; or
 - (ii) require the Actuary to conduct the valuation on any specified basis or subject to any assumptions or methods which would be more likely to give rise to finding a surplus for Old Benefit Members than another basis, set of assumptions or method.
- (c) Any additional benefit granted by the Trustee under this rule 78 is at the absolute discretion of the Trustee as to its determination, application and manner of payment.

LS Scheme – Schedule I

Sub-Division C of the LS Scheme applies to:

1. Councils as defined in the 1999 Act;
2. subsidiaries constituted under the 1999 Act; and
3. the following authorities or bodies;

Salarylink Employers

- A. Adelaide Hills Region Waste Management Authority
- B. Central Local Government Region of South Australia
- C. Fleurieu Regional Waste Authority
- D. LGCS Pty Ltd (trading as ecouncils com)
- E. Local Government Association of South Australia
- F. Local Government Finance Authority of South Australia
- G. Maxima Training Group Incorporated
- H. Public and Environmental Health Council and any committees constituted under the *Public and Environmental Health Act 1987*
- I. Department of Environment and Natural Resources
- J. East Waste
- K. Eastern Health Authority Inc
- L. Hills and Fleurieu Landscape Board
- M. Limestone Coast Landscape Board
- N. Murraylands and Riverland Landscape Board
- O. Northern and Yorke Landscape Board
- P. Regional Development Australia Far North

LS Scheme – Schedule II

The class of officers or employees to which Sub-Division C of this LS Scheme applies is:

Officers or employees of:

1. any Council as defined in the 1999 Act;
2. any subsidiary constituted under the 1999 Act;
3. any authority or body listed in Schedule I or Schedule III; or
4. [Deleted]
5. any Approved Employer.

LS Scheme – Schedule III

Sub-Division C of the LS Scheme applies to the following authorities or bodies:

PART A

- A. A local government body established under the Local Government Act 1993 of the Northern Territory of Australia.
- B. Local Government Association of the Northern Territory Inc.

PART B

- C. Barkly Shire Council
- D. Central Desert Shire Council
- E. East Arnhem Shire Council
- F. MacDonnell Shire Council
- G. Roper Gulf Shire Council
- H. Tiwi islands Shire Council
- I. Victoria Daly Shire Council
- J. West Arnhem Shire Council

LS Scheme – Schedule IV

[Deleted]

LS Scheme – Schedule V

CCASP Plan Rules

[Deleted]

Sub-division D – Personal

[Deleted]

Sub-division E – LS Glossary

1. Interpretation

In these Rules, unless the contrary intention appears or the context otherwise requires:

- 1.1 headings do not affect interpretation;
- 1.2 singular includes plural and plural includes singular;
- 1.3 words of one gender include any gender;
- 1.4 reference to legislation includes:
 - 1.4.1 any amendment to it, any legislation substituted for it, and any statute, regulation, rule or by-law made under it;
 - 1.4.2 a code or standard made, approved or adopted under it;
 - 1.4.3 any other instrument of a legislative character made or in force under it;
- 1.5 a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- 1.6 another grammatical form of a defined expression has a corresponding meaning;
- 1.7 if an LS Restructured Member is absent from active employment (whether with or without the approval of the Council) and is notified in writing by the Council that it wishes the Member to return to active employment and the Member fails to return to active employment within the period (not being less than 30 days) specified in that notice, the Trustee may deem the Member to have left the Service of the Employer as at the date of the notice;
- 1.8 the Trustee may determine for the purpose of these Rules that a person is in the permanent full-time or part-time employment of a Council notwithstanding that the person is employed or engaged on a fixed term contract or a contract for the provision of specified services; and
- 1.9 subject to rule 19 of Sub-Division C, if the terms of employment of a permanent Employee are varied such that the Employee becomes a Casual Employee (without ceasing employment with the relevant Council) that Employee will not be taken to have ceased Service for the purposes of these Rules.

2. Glossary

In these Rules, unless the contrary intention appears or the context otherwise requires, the following words and phrases have the meanings set out below:

1934 Act means the *Local Government Act 1934* (South Australia).

1999 Act means the *Local Government Act 1999* (South Australia).

2000 Bonus Date means:

- (a) in respect of a Member who ceased Service after 13 March 2000 and before 1 July 2000 – the date of cessation of Service; and

(b) in any other case – 1 July 2000.

1994 Bonus Multiple means the 1994 Bonus Multiple calculated under rule 59 of Sub-Division C.

1997 Bonus Multiple means the 1997 Bonus Multiple calculated under rule 59 of Sub-Division C.

2000 Bonus Multiple means the 2000 Bonus Multiple calculated under rule 60 of Sub-Division C.

2000 Vested Bonus Percentage means:

(a) in respect of a Member who is eligible for the 2000 Bonus Multiple under rule 60 of Sub-Division C - a percentage which does not exceed 22.2% and is determined as follows:

- (i) for any benefit calculated in respect of cessation of Service on or after 13 March 2000 and before 1 July 2001 – 7.4%;
- (ii) for any benefit calculated in respect of cessation of Service on or after 1 July 2001 and before 1 July 2002 – 14.8%;
- (iii) for any benefit calculated in respect of cessation of Service on or after 1 July 2002 – 22.2%;

or where the amount is less than 22.2% such greater amount as the Trustee may in its absolute discretion determine not exceeding 22.2%;

(b) in respect of a Member to whom rule 6161 of Sub-Division C applies - a percentage which does not exceed 22.2% and is determined as follows:

- (i) for any benefit calculated in respect of a deferred benefit becoming payable under rule 56 of Sub-Division C on or after 13 March 2000 and before 1 July 2001 – 7.4%;
- (ii) for any benefit calculated in respect of a deferred benefit becoming payable under rule 56 of Sub-Division C on or after 1 July 2001 and before 1 July 2002 – 14.8%;
- (iii) for any benefit calculated in respect of a deferred benefit becoming payable under rule 56 of Sub-Division C on or after 1 July 2002 – 22.2%; or
- (iv) for any benefit calculated in respect of a deferred benefit becoming payable under rule 56 of Sub-Division C on or after 1 July 2000 for a Member who has attained age 55 years – 22.2%;

or where the amount is less than 22.2% such greater amount as the Trustee may in its absolute discretion determine not exceeding 22.2%;

(c) in respect of a Member to whom rule 62 of Sub-Division C applies - a percentage which does not exceed 110% and is determined as follows:

- (i) for any benefit calculated in respect of cessation of Service on or after 13 March 2000 and before 1 July 2001 – 36.66%;

- (ii) for any benefit calculated in respect of cessation of Service on or after 1 July 2001 and before 1 July 2002 – 73.33%;
- (iii) for any benefit calculated in respect of cessation of Service on or after 1 July 2002 – 110%,

or where the amount is less than 110% such greater amount as the Trustee may in its absolute discretion determine not exceeding 110%.

Account Based Pension means a pension payable from the LS Scheme which:

- (a) does not permit the capital supporting the pension to be added to by way of contribution or rollover after the pension has commenced;
- (b) meets the standards of regulation 1.06(9A)(a) of the SIS Regulations; and
- (c) meets the standards of regulation 1.07D of the SIS Regulations.

Account Based Transition to Retirement Pension means a pension payable from the LS Scheme which:

- (a) in respect of a Member who is not permitted under Relevant Law to receive an Account Based Pension - satisfies the criteria for a “transition to retirement income stream” as that term is used under the SIS Regulations; or
- (b) in respect of a Member who is permitted under Relevant Law to receive an Account Based Pension - satisfies the requirement for an Account Based Pension.

Accrued Benefit Entitlement means in relation to a Member who transfers from a South Australian Council to an NT Municipal Council in accordance with rule 17 of Sub-Division C:

- (a) the monetary value of the Previous Plan Accrued Percentage; and
- (b) accrued accumulations as determined by the Trustee.

Accrued Salarylink Benefit means in respect of a Member who has ceased Service or attained age 65 an amount calculated as the Accrued Salarylink Benefit under rule 36 of Sub-Division C counting only Years of Membership to the earlier of the date of actual termination of Service or the Member attaining age 65 (as applicable).

Actuary means a person who is a Fellow of the Institute of Actuaries of Australia appointed by the Trustee to act in respect of the LS Scheme.

Additional Contributions means in respect of a Member contributions (excluding any tax payable on those contributions) which are:

- (a) Salarylink Contributions made by or on behalf of the Member in excess of 5% of the Member’s Salary; or
- (b) made by or on behalf of the Member to the Previous Plan from 1 July 1984 in excess of 5% of the Member’s Salary and are being paid towards the accrual of a Scheme Benefit Percentage,

accumulated with compound interest at the rate of 5% per annum from 1 July 1984 to 1 January 1990 and at the Declared Rate to 30 September 2001 and thereafter with movements in the value of Units notionally allocated by the Trustee in respect of the Additional Contributions which have not been cancelled.

Additional Transfer Value means in respect of a Member an amount equal to the greater of:

- (a) an amount equal to twice the balance of the Member's Transfer Account; and
- (b) an amount equal to the product of the Member's Previous Plan Accrued Percentage (including any bonus under rule 61 of Sub-Division C) and the Member's Final Average Salary.

Allocated Pension means a pension that satisfies the standards set out in regulation 1.06(4) of the SIS Regulations.

Allot has the same meaning as the term is given under the SIS Regulations.

Annual Review Date means each 1 July after 1 July 1984.

Amendment Act means the *Local Government (Superannuation Scheme) Amendment Act 2008* (South Australia).

Annual Review Salary in relation to a Member means the annual Salary as at 1 July each year up to and including 1 July 1992 and as at 31 March each year thereafter.

Approved Employer means an employer whose participation in Sub-Division C of the LS Scheme has been approved by the Trustee under rule 20 of Sub-Division C and who has not ceased to participate in Sub-Division C.

ASU means the Australian Municipal, Administrative, Clerical and Services Union.

AWU means the Amalgamated AWU (SA) State Union.

Basic Contributions means in respect of a Member an amount equal to the following:

- (a) contributions (excluding any tax payable on those contributions) which are:
 - (i) Salarylink Contributions made by or on behalf of the Member; and
 - (ii) if the Member is also a Transferred Member, the Member's Previous Plan Accumulated Contributions and any contributions made by or on behalf of the Member to the Previous Plan from 1 July 1984,

accumulated with compound interest at the rate of 5% per annum from 1 July 1984 to 1 January 1990 and at the Declared Rate to 30 September 2001 and thereafter with movements in the value of Units notionally allocated by the Trustee in respect of those contributions which have not been cancelled,

less:

- (b) any Additional Contributions.

Basic Super Benefit means the amount described as the Basic Super Benefit under rule 43 of Sub-Division C.

Board means the Local Government Superannuation Board established under the 1934 Act and continued as a body established to administer the Scheme under the 1999 Act and dissolved pursuant to the Amendment Act.

Bonus Multiple means the 1994 Bonus Multiple, the 1997 Bonus Multiple and the 2000 Bonus Multiple.

Casual Employee means any Employee who is employed on a casual basis and who is paid by the Council more than \$450 per month or such other amount which would cause the Council to make contributions in respect of the Employee in order that it is not liable for a shortfall under the Guarantee Act.

Commencement Day means a day specified by the Treasurer by notice in the Gazette pursuant to clause 3(2) of Schedule 1 of the Amendment Act.

Commissioner means the Federal Commissioner of Taxation.

Community Council means a Council named as a community council under Schedule III of Sub-Division C, the Nepabunna Community Council and the Davenport Community Council.

Consumer Price Index means the Consumer Price Index (All Groups) for Adelaide published by the Commonwealth Statistician under the Census and Statistics Act, 1905 of the Commonwealth of Australia as amended, re-enacted or substituted from time to time.

Corporations Act means the *Corporations Act 2001* (Commonwealth).

Council means a council as defined in the 1999 Act and any authority or body listed in Schedule I to these Rules, any NT Municipal Council, any NT Shire Council and an Approved Employer and in relation to any Member of the Local Super Sub-plan means the council, authority or body or Approved Employer by which that Member is for the time being employed. A council as defined in the 1999 Act includes a subsidiary constituted under the 1999 Act.

Council Elected Member means a person who holds office as a member of a Council.

CPI Factor means the annual percentage variation of the Consumer Price Index for the twelve month period to 31 March which shall apply to all calculations for which the CPI Factor is used for the period from 30 June of that year up to, but not including, 30 June of the following year.

Date of Disablement means in respect of a Member the date from which the Insurer (or the Trustee where there is no Insurer) after consideration of medical evidence that is satisfactory to it and subject to the approval of the Trustee, determines that:

- (a) in the case of Total and Permanent Disablement –
 - (i) if the Member was in the employment of a Council immediately before the relevant injury or illness – the Member first ceased active employment with a Council as a consequence of an injury or illness in respect of which the Member is later found (having satisfied the waiting period) for the purposes of the Rules to be Totally and Permanently Disabled; or
 - (ii) in any other case – the Member first became ill or injured in respect of which illness or injury the Member is later found for the purposes of these Rules to be Totally and Permanently Disabled;
- (b) in the case of Total and Temporary Disablement –
 - (i) if the Member was in the employment of a Council immediately before the relevant injury or illness – the Member first ceased active employment with a Council as a consequence of an injury or illness in respect of which the Member is later found (having satisfied the waiting period) for the purposes of these Rules to be Totally and Temporarily Disabled; or

- (ii) in any other case – the Member first became ill or injured in respect of which illness or injury the Member is later found for the purposes of these Rules to be Totally and Temporarily Disabled.

For the avoidance of doubt cessation of active employment requires only that a Member not be in attendance at their place of employment and does not require a Member to have terminated their contract of employment.

Date of Transfer means:

- (a) in relation to a Northern Territory Member who was employed by a Northern Territory Council (other than Alice Springs Council) on 1 May 1990 - 1 May 1990;
- (b) in relation to a Northern Territory Member who was employed by Alice Springs Council on 1 June 1990 - 1 June 1990; and
- (c) in relation to a South Australian Member who was employed by a South Australian Council on 1 July 1984 – 1 July 1984.

For the purpose of this definition “Northern Territory Council” has the same meaning that was applied to it in the Rules immediately prior to 1 July 2008.

Declared Rate means the rate of interest declared by the Trustee from time to time in respect of any period prior to 1 October 2001 pursuant to the rules of the LS Scheme in place prior to that time.

Deed means the deed establishing the Fund dated 8 February 1988 incorporating all amendments made to the original deed and all schedules and appendices.

Default Conditions has the meaning set out under rule 58(a)(iii)(B) of the Sub-Division C.

Defined Benefit Interest has the meaning given to it in regulation 1.03AA of the SIS Regulations.

Election Conditions has the meaning set out under rule 58(a)(iii)(A) of Sub-Division C.

Eligible Salarylink Member means a Member who:

- (a) is employed by a Salarylink Employer;
- (b) is permitted by the Relevant Law to make Salarylink Contributions to the LS Fund; and
- (c) either:
 - (i) before the Salarylink Closure Date has either:
 - (A) made a Salarylink Contribution to the LS Fund; or
 - (B) completed an election to make Salarylink Contributions, with the approval of a Salarylink Employer, in accordance with rule 30(b) of Sub-Division C; or
 - (ii) the Trustee in its absolute discretion has determined to permit to make Salarylink Contributions to the LS Fund following receipt by the Trustee of written approval from the Member’s Salarylink Employer and the LGA.

Employee means any person:

- (a) who is employed by a Council;

- (b) who is of a class specified in Schedule II; and
- (c) for whom a Council may make contributions under the Relevant Law.

Employee Associations means the ASU and the AWU.

Execution Date has the meaning given to that term in rule 55(b) of Sub-Division C.

Externally Insured means in respect of a Member where the Trustee has arranged for a Policy to cover the Member or a category of Members to which the Member belongs pursuant to rule 54 of Sub-Division C.

Externally Insured Member has the meaning given to that term under rule 54 of Sub-Division C.

Family Law Act means the *Family Law Act 1975* (Commonwealth) as amended, re-enacted or substituted from time to time.

Family Law Offset Account means an account maintained in respect of a Member under rules 12(i) and 12(j) of Sub-Division B.

Family Law Regulations means the Family Law (Superannuation) Regulations 2001 as amended or substituted from time to time.

Family Law Requirements means Part VIII B of the Family Law Act and the Family Law Regulations.

Final Average Salary means:

- (a) in respect of a Member who ceased Service on or after 1 March 2002:
 - (i) in the case of a Member who has been a Member of the LS Scheme for at least three years – the period-weighted average annual Salary of the Member over the three years immediately preceding the Member’s cessation of Service; and
 - (ii) in the case of a Member who has not been a Member of the LS Scheme for at least three years – the period-weighted average annual Salary of the Member over the period for which the Member has been a Member of the LS Scheme;
- (b) in respect of a Member who ceased Service before 1 March 2002 - the average of the Annual Review Salaries as at each of the three previous Annual Review Dates but in relation to a Member in respect of whom there are less than three Annual Review Salaries, Final Average Salary shall be the average of the Member’s Annual Review Salaries since becoming a Member except that where there is no Annual Review Salary in relation to a Member, Final Average Salary will be the Salary at the commencement of the Member’s membership.

Final Salary means:

- (a) in respect of a Member who ceased Service or became entitled to a Total and Temporary Disability benefit payment in respect of a period on or after 1 March 2002:
 - (i) in the case of a Member’s Total and Temporary Disablement – the Member’s annual Salary as at the date each benefit payment is made; and

- (ii) in the case of a Member ceasing Service for any other reason (including death) – the Member’s annual Salary as at the date of the Member’s cessation of Service; and
- (b) in respect of a Member who ceased Service or became entitled to a Total and Temporary Disability benefit payment in respect of the period before 1 March 2002 – the Member’s Annual Review Salary as at the Annual Review Date immediately before the Member’s death or disablement except that where there is no Annual Review Salary in relation to a Member, Final Salary is the Member’s Salary at the date of death or disablement (as the case may be).

Former LS Trust Deed means the trust deed prepared under clause 3 of Schedule 1 to the Amendment Act (as amended from time to time), which governed the LS Scheme prior to 1 July 2012.

Former Fund means the fund known as the Statewide Superannuation Trust established by deed dated 1 May 1986 as varied from time to time.

Fund means the fund known as the Hostplus Superannuation Fund established by the Deed as varied from time to time.

Future Scheme Benefit Percentage means:

- (a) in the case of a Member whom:
 - (i) on 31 December 2004 had a Member’s Salarylink Contribution Rate of at least 6%; and
 - (ii) since 31 December 2004 the Member’s Salarylink Contribution Rate has neither increased nor decreased,

that part of the Member’s Scheme Benefit Percentage which would accrue in respect of the period following the Member’s date of cessation of Service assuming that the Member continued in Service until age 65 years contributing for that entire period at the same Member’s Salarylink Contribution Rate as the Member was contributing on 31 December 2004;

- (b) in the case of any other Member, that part of the Member’s Scheme Benefit Percentage which would accrue in respect of the period following the Member’s date of cessation of Service assuming that the Member continued in Service until age 65 years with a relevant benefit percentage of 15% for each deemed Year of Membership during that entire period.

Growth Phase has the meaning given to it in regulation 1.03AB of the SIS Regulations.

Ill Health has the meaning such that a Member will be taken to be suffering from Ill Health if a determination has been made in respect of that Member by the Insurer and approved by the Trustee (or where there is no Insurer, by the Trustee alone) that:

- (a) the Member is suffering from a continuing or recurring injury or illness which precludes the Member from carrying out the Member’s normal duties;
- (b) there is no other suitable position available for the Member with the Council with whom he or she is currently employed;

- (c) the Member is not Totally and Permanently Disabled or Totally and Temporarily Disabled.

Income Protection Unit means a unit of insurance cover relating to benefits payable upon a Member's Total and Temporary Disablement expressed as a dollar amount per annum determined by the Trustee after having regard to the level of cover available from the Insurer and subject to a minimum dollar amount per annum set by the Trustee from time to time.

LGA means the Local Government Association of South Australia.

Life Time Pension means a pension which satisfies the pension standards set out under regulation 1.06(2) of the SIS Regulations.

LS Fund means the assets and monies held by the Trustee in accordance with these Rules, which are identified as the LS Fund pursuant to rule 3 of Sub-Division A.

LS Restructured Member means a Member who is a Restructured Salarylink Member, a Restructured Old Benefit Member or a Restructured Deferred Benefit Member.

LS Scheme means the Local Government Superannuation Scheme commenced on 15 May 1984 under the 1934 Act and continued under the 1999 Act and the Amendment Act, which is continued and maintained with effect from 1 July 2012 as a Sub-plan of the Former Fund and with effect from 29 April 2022 as a Sub-plan under these Rules and is also known as "Local Super".

Member means a person who has been accepted by the Trustee for membership of the LS Scheme and who participates in the LS Scheme in accordance with these Rules.

Member's Salarylink Contribution Rate means the rate at which Salarylink Contributions are made by or on behalf of the Member pursuant to rule 28 of Sub-Division C.

Non-commutable Allocated Pension has the same meaning as the term is given under the SIS Regulations.

Non-member Spouse means a person who meets the definition of "non-member spouse" in the Family Law Act.

Northern Territory Member means a Member who is employed by either an NT Municipal Council or an NT Shire Council.

NT Municipal Council means any local government body, authority or association that:

- (a) was participating in the LS Scheme as a "Northern Territory Council" as at 30 June 2008;
- (b) is referred to in Part A of Schedule III of Sub-Division C; and
- (c) has not ceased to participate in Sub-Division C.

NT Shire Council means any local government body whose participation in Sub-Division C has been approved by the Trustee under rule 20 of Sub-Division C and who has not ceased to participate in Sub-Division C.

Old Benefit Member means a Member who was a member of a Previous Plan and who has not elected to transfer to the benefits provided by this LS Scheme.

Payment Flag means a "payment flag" as defined in the Family Law Act.

Payment Split has the meaning as defined in the Family Law Act.

Permanent Part-time Employment means employment where:

- (a) the hours worked are less than the standard hours of full time employment; and
- (b) the remuneration is in exact proportion to the remuneration payable for full time employment in the same category of employment.

Person means a natural person, a body corporate, a partnership or any other group or association of persons.

Policy means an insurance policy issued by an Insurer to the Trustee to cover the death, TMC and/or disablement of one or more Members.

Prescribed Body means for the purposes of rule 16 of Sub-Division C:

- (a) a control board established under Part 2 Division 2 of the *Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986*; or
- (b) a soil conservation board established under Part 3 Division 3 of the *Soil Conservation and Land Care Act 1989*; or
- (c) a catchment water management board established under Part 6 Division 3 of the *Water Resources Act 1997*; or
- (d) a water resources planning committee established under Part 6 Division 4 of the *Water Resources Act 1997*.

Present Day Super Benefit means the Member's Accrued Salarylink Benefit discounted for the period from the Member's 55th birthday to the date of termination of Service by an amount determined by the Actuary so that the resulting amount represents the present value of the benefit.

Previous Plan means:

- (a) (i) in relation to a South Australian Council, any superannuation plan in which the Council participated on 30 June 1984; and
- (ii) in relation to a Northern Territory Council means any superannuation plan in which the Council participated immediately before the Date of Transfer;
- (b) (i) in relation to a South Australian Member, the superannuation plan operated by a Council or a group of Councils of which plan the Member was a member on 30 June 1984; and
- (ii) in relation to a Northern Territory Member, the superannuation plan operated by a Council of which the Member was a member immediately before the Date of Transfer,

For the purpose of this definition "Northern Territory Council" has the same meaning that was applied to it in the rules governing the LS Scheme immediately prior to 1 July 2008.

Previous Plan Accrued Percentage means:

- (a) in relation to a South Australian Member who was a Transferred Member on 31 December 1989 - the percentage of Salary advised to that Member by the Trustee pursuant to rule 71 of Sub-Division C;
- (b) in relation to a South Australian Member who is accepted as a Transferred Member on or after 1 January 1990 - the percentage of Salary to which the Trustee considers, upon the advice of the Actuary, the Member's retirement benefits under the provisions of the Member's Previous Plan have accrued up to the date on which the Member is accepted as a Transferred Member;
- (c) in relation to a Member who was a member of the Alice Springs Council Previous Plan the percentage of Salary determined by the Trustee in pursuance of rule 71 of Sub-Division C; and
- (d) in relation to a South Australian Member who has transferred to a Northern Territory Council, a percentage of Salary determined by the Trustee.

For the purpose of this definition "Northern Territory Council" has the same meaning that was applied to it in the Rules immediately prior to 1 July 2008.

Previous Plan Accumulated Contributions means:

- (a) in relation to a South Australian Member who was a Transferred Member on 31 December 1989 - the amount advised to that Member by the Trustee pursuant to rule 71 of Sub-Division C;
- (b) in relation to a South Australian Member who is accepted as a Transferred Member on or after 1 January 1990 - the amount which the Trustee considers, on the advice of the Actuary, would have been paid to the Member from the provisions of the Member's Previous Plan if the Member had received a resignation benefit on the date on which the Member is accepted as a Transferred Member, less an amount equal to that portion of the resignation benefit which would have arisen from the vesting of Council contributions under the provisions of the Member's Previous Plan; and
- (c) in relation to a Northern Territory Member who was a member of a Previous Plan the amount determined by the Trustee pursuant to rule 71 of Sub-Division C.

Previous Plan Final Salary means:

- (a) in relation to a South Australian Member who was a Transferred Member on 31 December 1989 - the salary calculated using the method advised to the Member by the Trustee pursuant to rule 71 of Sub-Division C;
- (b) in relation to a South Australian Member who is accepted as a Transferred Member on or after 1 January 1990 - the salary calculated in accordance with a method chosen by the Trustee, on the advice of the Actuary, to produce a salary which will approximate the salary which would have been used under the provisions of the Member's Previous Plan in the calculation of benefits on retirement; and
- (c) in relation to a Northern Territory Member who was a member of a Previous Plan the salary calculated using the method determined by the Trustee pursuant to rule 71 of Sub-Division C.

Previous Plan Vesting Percentage means:

- (a) in relation to a South Australian Member who was a Transferred Member on 31 December 1989 - the percentage increase advised to the Member by the Trustee pursuant to rule 71 of Sub-Division C;
- (b) in relation to a South Australian Member who is accepted as a Transferred Member on or after 1 January 1990 - the percentage increase necessary to increase the Member's Previous Plan Accumulated Contributions to the amount which would have been paid to the Member under the provisions of the Member's Previous Plan if the Member had received a resignation benefit on the date on which the Member is accepted as a Transferred Member;
- (c) in relation to a Northern Territory Member who was a member of a Previous Plan the percentage increase determined by the Trustee pursuant to rule 71 of Sub-Division C; and
- (d) in relation to a South Australian Member who has transferred to a Northern Territory Council, the percentage increase determined by the Trustee pursuant to rule 71 of Sub-Division C.

For the purpose of this definition "Northern Territory Council" has the same meaning that was applied to it in the rules governing the LS Scheme immediately prior to 1 July 2008.

Receiving Spouse is the Spouse of a Member whose application under rule 11 of Sub-Division B has been accepted by the Trustee.

Regional NRM Board has the same meaning as is given to the phrase under the *Natural Resources Management Act 2004 (SA)*.

Restructure Date means 1 July 2013.

Restructured Deferred Benefit Member means a Member who, as at the Restructure Date, was entitled presently or prospectively entitled to a benefit under rule 56 of Sub-Division C who had not reached age 55 and in respect of whom the entire accumulation component of the Member's benefit (excluding amounts that are varied or indexed by reference to movements in the consumer price index under these Rules) has been transferred to former Division 1, Division 2 and/or Division 3 of the Former Fund's trust deed on or about 1 July 2013.

Restructured Old Benefit Member means an Old Benefit Member in respect of whom the entire balance of the Member's Credit pursuant to former Division 9 of the Former Fund's trust deed in place on the Restructure Date was transferred to former Division 1, Division 2 and/or Division 3 of the Former Fund's trust deed pursuant to former clause 45 of Section 1 of the Former Fund's trust deed in place on the Restructure Date.

Restructured Salarylink Member means a Member who, as at the Restructure Date, was presently or prospectively entitled to Salarylink Benefits and in respect of whom the entire balance of the Member's Credit pursuant to former Division 9 of the Former Fund's trust deed in place on the Restructure Date was transferred to former Division 1, Division 2 and/or Division 3 of the Former Fund's trust deed pursuant to former clause 45 of Section 1 of the Former Fund's trust deed in place on the Restructure Date.

Retirement Super Benefit means in respect of a Member the amount described as the Retirement Super Benefit under rule 43 of Sub-Division C.

Retrenchment means in respect of a Member the termination by the Council of the employment of a Member for all or any of the following reasons:

- (a) that the work for which the Member was engaged has been completed or that the Member's position has ceased to exist, other than:
 - (i) as a result of the expiration of a contract pursuant to which the Member was engaged for a specified term; or
 - (ii) as a result of the completion of a contract pursuant to which the Member was engaged for the provision of specified services;
- (b) that the amount of work has diminished and has rendered a reduction necessary or expedient in the number of employees;
- (c) that the termination of the employment of the Member is the result of reorganisation or rearrangement of staff for policy reasons;
- (d) that the termination is as a consequence of the Member accepting a redundancy package offered by the Council,

and such termination is not due to the Member's inefficiency or inability to perform the duties for which the Member was engaged or which had been allotted to the Member subsequently.

Rules means these Sub-plan Rules governing the Local Super Sub-plan as amended from time to time and:

- (a) where a reference is made to Rules at any time before the Commencement Day such reference refers to the rules made by the Board pursuant to the 1934 Act and the 1999 Act (as the case may be); and
- (b) where a reference is made to the Rules at any time before 1 July 2012 such reference refers to the "Rules" within the meaning of the Former LS Trust Deed.

Salary in relation to a Member means, subject to rules 9, 10 and 11 of Sub-Division C, the Member's regular wages or salary from the Council, including any allowances paid as a regular and continuing part of the Member's wages or salary but excluding commission, sums paid for overtime or other special services, bonuses and allowances of a non-permanent nature PROVIDED THAT such allowances as may be prescribed by the Trustee to be included as part of Salary shall be included and such allowances as may be prescribed by the Trustee to be excluded from Salary shall be excluded.

Salarylink Benefit means a benefit which is determined by the rate of and period for which the Member has made Salarylink Contributions to Sub-Division C or is otherwise designated to be a Salarylink Benefit under these Rules.

Salarylink Closure Date means 24 November 2009;

Salarylink Contributions means in respect of a Member:

- (a) for the period commencing from 1 April 2001 – any contributions made to Sub-Division C by the Member or taken to be made by the Member in accordance with rule 28 of Sub-Division C;
- (b) for the period prior to 1 April 2001 – any contributions made to Sub-Division C by the Member or taken to be made by the Member at a rate pursuant to which the Member

would be entitled to the accrual of a Scheme Benefit Percentage under these Rules in place immediately prior to 1 April 2001.

Salarylink Employer means:

- (a) a Council as defined under the 1999 Act or a subsidiary constituted under that Act and any of the other authorities or bodies listed as a Salarylink Employer under Schedule I;
- (b) an Approved Employer, to the extent that the Trustee determines (with the consent of the Approved Employer) that the Approved Employer will participate in the LS Scheme as a Salarylink Employer; and
- (c) Host-Plus Pty Limited (ACN 008 634 704) but only in respect of an Employee who was an employee of the trustee of the LS Scheme on 30 June 2012 and has made Salarylink Contributions to the LS Scheme.

Salarylink Insurance Benefit means in respect of a Member to whom rule 49(a) of Sub-Division C applies, that component of the benefit described as such which is payable on:

- (a) the Member's death in accordance with rule 40 of Sub-Division C (or correspondingly on a TMC existing in respect of the Member pursuant to rule 46 of Sub-Division C); or
- (b) the Member's Total and Permanent Disablement in accordance with rule 41 of Sub-Division C; or
- (c) the Member's Total and Temporary Disablement in accordance with rule 42 of Sub-Division C.

Schedule means a schedule to these Rules governing Sub-Division C.

Scheme Benefit Percentage means in respect of a Member the percentage defined in rule 36 of Sub-Division C plus any Bonus Multiple.

Service means:

- (a) in respect of permanent Employees - continuous service with one or more Councils on a full-time or permanent part-time basis; and
- (b) in respect of a person employed or engaged on a fixed term contract or a contract for the provision of specified services or on a casual basis – Service shall be construed by the Trustee in a manner consistent with the nature of the working relationship between the Council and the Member.

SHASA means the Superannuation Holding Accounts Special Account established under the *Small Superannuation Accounts Act 1995* (Commonwealth).

South Australian Council means an authority or body referred to in Schedule I of Sub-Division C.

South Australian Member means a Member who is employed by a South Australian Council.

Splittable Contribution has the same meaning as the term is given under the SIS Regulations.

Splittable Payment has the meaning as defined in the Family Law Act.

Spouse of a Member means:

- (a) for the purpose of any provision relating to the operation of rule 12 of Sub-Division B:
 - (i) the Member's husband, wife, widow or widower; and
 - (ii) any other person who meets the definition of "spouse" in section 90XD of the Family Law Act in relation to the Member; and
- (b) for any other purpose:
 - (i) the Member's husband, wife, widow or widower; and
 - (ii) any other person who is a spouse of the Member within the meaning of the SIS Act.

Spouse Contributions-Splitting Amounts means any amounts payable for the benefit of a Member as permitted by Division 6.7 of the SIS Regulations.

Statewide Super Benefit Division means the accumulation division of the Former Fund.

Statewide Super Pension Benefit Division means the pension division of the Former Fund.

Superannuation Account in respect of a Member means a Superannuation Account maintained for the Member under Division 1 or Division 2 (as applicable) and not forming part of this Sub-plan.

Term Allocated Pension means a pension which satisfies the pension standards set out under regulation 1.06(8) of the SIS Regulations.

Term Pension means a pension which satisfies the pension standards set out under regulation 1.06(7) of the SIS Regulations.

TMC means Terminal Medical Condition as defined under the Deed.

Totally and Permanently Disabled means:

- (a) in respect of a Member who is Externally Insured for Total and Permanent Disablement – the same meaning as is given to that term under the equivalent definition and relevant provisions of the Policy; and
- (b) in respect of other Members (other than for rule 56(b) of Sub-Division C) – a Member will be taken to be Totally and Permanently Disabled if:
 - (i) the Member satisfies the following conditions:
 - (A) in the case of a Member who was in the permanent full time or part-time employment of a Council immediately preceding the Date of Disablement - both of the following:
 - (1) the Member has been absent from employment with the Council by which the Member is employed through injury or illness for six consecutive months or in special circumstances, such lesser period as the Trustee may approve (**waiting period**) or the Insurer (or if there is no Insurer, the Trustee) determines that the Member would have been absent from employment with the Council for the entire waiting period if the Member's Service with the Council had not

- (2) the Insurer with the approval of the Trustee (or if there is no Insurer, the Trustee alone) has made a determination that the Member has become incapacitated to such an extent as to make it unlikely that the Member will ever be capable of engaging in work for reward in any occupation for which the Member is reasonably qualified by education, training or experience;
- (B) in the case of any other Member - any one of the following conditions (1), (2) or (3) is satisfied:
- (1) the Member suffers an illness or injury and becomes unable to perform at least two of the following activities of daily living without assistance from someone else:
- Washing: the Member can wash themselves by some means;
 - Dressing: the Member can put clothing on or take clothing off;
 - Feeding: the Member can get food from a plate into their mouth;
 - Continence: the Member can control either their bowel or their bladder function;
 - Mobility: the Member can:
 - o get in and out of bed;
 - o get on or off a chair or toilet;
 - o move from place to place without using a wheelchair.
- (2) the Member suffers an illness or injury and:
- the illness or injury wholly prevents the Member from engaging in any home duties for at least six consecutive months; and
 - since the Member became ill or injured, the Member has been under the regular care and attention of a doctor for treatment of that illness or injury; and
 - in the opinion of the Insurer (or if there is no Insurer, the Trustee), the illness or injury means that the Member is unlikely ever to engage in all home duties;
- where “home duties” includes but are not limited to cleaning the family home, shopping for food and household items, meal preparation and laundry services. Also, to be engaged in “home duties” the Member must be looking after dependent children (who must be aged 16 years or less, or in full time secondary education), or providing full time care for an invalid person(s) of the Member’s immediate family; or
- (3) the Trustee determines that the Member otherwise satisfies the definition of “permanent incapacity” under the SIS Regulations; and

- (ii) the Member has applied to the Trustee in writing for a Total and Permanent Disablement benefit:
 - (A) if the Member was in the employment of a Council immediately before the injury or illness - either:
 - (1) before the Member ceases to be in the Service of a Council; or
 - (2) within twelve consecutive months after the Member ceases to be in the Service of a Council, or such longer period as the Trustee allows;
 - (B) in any other case - within twelve months of the illness or injury or such longer period as the Trustee allows; and
- (iii) the Trustee determines that the Member satisfies the definition of “permanent incapacity” under the SIS Regulations; and
- (iv) in the case of a Member who was in the Service of a Council immediately before the injury or illness, the Date of Disablement has occurred before the Member ceased to be in the Service of a Council notwithstanding that the waiting period may not be completed until after the Member ceased to be in the Service of the Council.

For the purposes of this definition, a Member who is on leave without pay (being leave without pay that has been approved by the Trustee) will be regarded as having been absent from employment with the Council by which the Member is employed through injury or illness for six consecutive months if the Member suffers injury or illness which would have prevented the Member from working for six consecutive months if the Member had not been on leave without pay, and a Member will not be Totally and Permanently Disabled under (a) or (b) above unless the Trustee also determines that the Member satisfies the definition of “permanent incapacity” under the SIS Regulations.

Totally and Temporarily Disabled means:

- (a) in respect of a Member who is Externally Insured for Total and Temporary Disablement – the same meaning as is given to that term under the equivalent definitions and relevant provisions of the Policy; and
- (b) in respect of other Members –
 - a Member will be taken to be Totally and Temporarily Disabled if:
 - (i) the Member has been absent from employment with the Council by which the Member is employed through illness or injury for 90 consecutive days from the Date of Disablement (waiting period); or
 - (ii) a period of 90 consecutive days from the Date of Disablement has elapsed and the Trustee is satisfied that the Member should be taken to have satisfied the waiting period notwithstanding the occurrence during such period of one or more unsuccessful attempts by the Member to return to employment for rehabilitation or similar purposes pursuant to a recommendation by a medical or occupational health practitioner and with the agreement of the Council; or
 - (iii) in the case of a Member who is not in permanent employment with a Council immediately before the Date of Disablement:

- (A) the Trustee must be satisfied that the Member was working in gainful employment for an average of at least 15 hours per week over the six consecutive months immediately preceding the Date of Disablement; and
 - (B) a period of 90 consecutive days must have elapsed from the Date of Disablement and the Trustee must determine that the Member should be taken to have satisfied the waiting period on the basis that if the Member had been in the permanent employment of a Council the Member would have satisfied the waiting period; and
- (iv) the Insurer with the approval of the Trustee (or if there is no Insurer, the Trustee alone) has determined:
- (A) in the case of a Member who was not in the permanent employment of a Council immediately before the Date of Disablement that the Member is temporarily unfit to perform work in the Member's usual occupation for at least 15 hours per week but would not be prepared to make a determination that the Member is Totally and Permanently Disabled; or
 - (B) in any other case, that the Member is temporarily unfit to perform the Member's usual occupation but would not be prepared to make a determination that the Member is Totally and Permanently Disabled.

If immediately following a period for which the Member has satisfied the definition of (iii) or (iv) above, the Member returns to employment where the Member is employed for a period:

- on lighter duties or lesser hours than the Member had been employed immediately prior to becoming Totally and Temporarily Disabled; and
- for the purpose of being rehabilitated back to the same employment position the Member held immediately before becoming Totally and Temporarily Disabled,

the Trustee may determine that for such period as the Member continues in employment on that basis the Member continues to satisfy the definition of Total and Temporary Disablement for the purpose of these Rules.

Transfer Account means in respect of a Member the account maintained as the Transfer Account under rule 35 of Sub-Division C.

Transferred Member means a Member who was a member of a Previous Plan and who elected to transfer to the benefits provided by this LS Scheme.

Triple S Scheme means the Southern State Superannuation Scheme established by the *Southern State Superannuation Act 1994 (SA)* repealed and replaced by the *Southern State Superannuation Act 2009 (SA)*.

Years of Membership in relation to a Member means the number of years during which the Member has been a Member of the LS Scheme with any period less than a year being calculated as a fraction of a year according to the number of complete days of membership in that period.

Division 5 - Maritime Division

Maritime Division – Maritime Rules

1. Maritime Division Rules

This Maritime Division is governed by Section 1 of the Deed and the Rules as contained in the Schedules to this Division 5.

2. Definitions

In this Division, unless the context requires otherwise.

“Fund Employer” means an Employer (within the meaning of Schedule 2 of Division 5) or an Employer within the meaning of Schedule 2 of Division 5 (except within paragraph (c) of the definition).

“Maritime Rules” means the provisions of these Rules identified as Maritime Rules, being Maritime Rules 1 to 7.

“Maritime Union” means the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union as registered under the Fair Work (Registered Organisations) Act 2009 (Cth) or any registered organisation that may supersede that division.

“Rules” means the Deed and the rules of this Division 5, including the Maritime Rules and any rule contained in a Schedule of this Division 5, as relevant.

“Schedule” means a Schedule of this Maritime Division.

3. Maritime Division Membership

3.1 This Maritime Division only applies to, and in respect of, a Member who is for the time being admitted to this Maritime Division under the Rules of this Division or the Deed

3.2 A Member may have more than one membership under this Maritime Division.

4. Insurance Cover

4.1 Subject to the Relevant Law, death, disablement, salary continuance (or “personal accident and sickness”) and terminal illness insurance cover will not be available to or provided for, or in respect of, any Member under this Maritime Division unless:

- (a) permitted under the Rules of this Maritime Division applicable to the Member; or
- (b) otherwise agreed to by the Trustee, in accordance with clause 10.

5. Termination of Maritime Division

5.1 The Trustee may at any time terminate the Maritime Division or any Schedule, pursuant to any requirements of the Deed and Rules.

6. Notices

6.1 For the purposes of these Rules:

- (a) a written notice signed by the National Secretary of the Maritime Union (or a duly authorised nominee) may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Union; and
- (b) a written notice signed by the Chairperson of the Full Participating Employers appointed under Schedule A4 may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Full Participating Employers.

7. Actuarial Investigation

- 7.1 The Trustee must ensure that the Actuary carries out an actuarial investigation of this Division at intervals of not more than three years.
- 7.2 The Trustee must ensure that the Actuary reports on each actuarial investigation.
- 7.3 The Actuary's report must include recommendations on the level of contributions to be made by Fund Employers.
- 7.4 The Trustee must obtain certificates from the Actuary on the matters and at the times stipulated in the Relevant Law.
- 7.5 The Trustee must notify the Fund Employers that it has received the Actuary's report as soon as practicable after the report is received and must, at the same time, notify each Fund Employer of the Actuary's recommendations on the level of contributions to be made by that Fund Employer and that the Fund Employer is entitled to receive a copy of the Actuary's report from the Trustee. The Trustee must give a Fund Employer a copy of the Actuary's report on request. The Trustee must also give the Fund Employers such other information as the Fund Employers request in relation to the management, administration and investment of the Fund which is not confidential to the Trustee.
- 7.6 Nothing in this Rule limits Rules 6 and 7 of Schedule 2 of Division 5.

Schedule 1 – Maritime Trident Members

1. Interpretation

1.1 This Schedule:

- (a) comprises part of the Rules of the Maritime Division; and
- (b) governs the provision of benefits to employee members from the Accumulation Sub-Fund and the Trident DB Sub-Fund.

1.2 This Schedule includes two Parts:

- (a) Part 1, which applies to Accumulation Members; and
- (b) Part 2, which applies to Division C Members.

2. Definitions

For the purposes of this Schedule, unless the context requires otherwise.

“Account” means an Accumulation Account or an Additional Voluntary Contributions Account established and maintained in respect of a Member under this Schedule 1.

“Accumulated Contributions” means in relation to a Division C Member the sum of:

- (a) the total of the Member Basic Contributions made to the Fund under Schedule Rule 26.2(a) or deemed to have been made by the Member under Schedule Rule 26.2(b) or Schedule Rule 26.5(b) with Credited Interest added and accrued up to the date the Member ceased to be an Employee; and
- (b) the Member's ‘Member's Accumulated Contributions’ (if any) under the Teekay Rules immediately before the Teekay Transfer Date, as notified to the Trustee by the trustee of the Teekay Plan.

“Accumulation Account” means in relation to an Accumulation Member the account established and maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Accumulation Account Balance” means in relation to an Accumulation Member as at any particular date the credit balance (if any) in the Member's Accumulation Account after all relevant credits and debits have been made to the Salary Sacrifice Bonus Sub-Account, the Employer 3% Contribution Sub-Account, the Company Contribution Sub-Account, the Member Contribution Sub- Account, the Salary Sacrifice Contribution Sub-Account and the Rollover Sub-Account.

“Accumulation Member” a former ‘Division 4 Member’ of the Teekay Plan within the meaning of the Teekay Rules who has been admitted to membership of Part 1 under this Schedule 1 and categorised as an Accumulation Member, and who has not ceased to be an Accumulation Member under these Schedule Rules; and any other person who has been admitted to membership of Part 1 under this Schedule 1 and categorised as an Accumulation Member, and who has not ceased to be an Accumulation Member under these Schedule Rules.

“Accumulation Sub-Fund” means the members, assets and liabilities referable to Part 1 of this Schedule 1 of the Maritime Division from time to time.

“Additional Voluntary Contributions Account” means in relation to a Division C Member, the account established and maintained in respect of the Member in accordance with Schedule Rules 24 and 25.

“Associated Employer” means any person who has been admitted to the Fund to participate in and under this Schedule 1 as an Associated Employer of the Principal Employer and who has not ceased to participate in the Fund under this Schedule 1 and includes any company which replaces or succeeds such an Associated Employer.

“Beneficiary” means a Member or other person who is beneficially entitled to receive a benefit from the Fund in accordance with these Schedule Rules.

“Benefit” means in relation to a Division C Member any amount paid or payable (as the case requires) by the Trustee out of the Fund pursuant to these Rules to or in respect of the Member.

“Changeover Date” in relation to a Division C Member means 1 December 2007 or a subsequent date, being the date on which the members of division 5 of the Teekay Plan immediately before the Teekay Transfer Date became ‘Employees’ of Trident LNG Shipping Services Pty Ltd having been ‘Employees’ of the ‘Principal Employer’ immediately before that date (within the meaning of the Teekay Rules in force immediately before the Teekay Transfer Date).

“Child” in relation to a Division C Member includes a child or legally adopted child of any marriage of the Member contracted prior to the Member ceasing to be an Employee, and any person who in the opinion of the Trustee is or was actually maintained as the Member's child by the Member or former Member and whom the Trustee decides in its discretion to recognize as the child of the Member or former Member for the purposes of these Schedule Rules.

“Closure Date” means the date which is ninety days after the date of occurrence of a termination event described in Schedule Rule 11.1, or such other date as determined by the Trustee.

“Company Contribution Sub-Account” means in relation to an Accumulation Member the Sub- Account established and maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Disablement” means in relation to a Division C Member physical or mental disablement caused through illness, infirmity or accident to a degree which the Trustee in its absolute discretion, after obtaining the advice of one or more registered medical practitioners, considers likely to render the Member permanently incapable of obtaining or continuing in suitable employment as determined by the Trustee having regard to the Member's qualifications, training and experience.

“Division C Category 1 Member” means a Division C Member who was a ‘Category 1 Member’ (within the meaning of division 5 of the Teekay Rules) immediately before the Teekay Transfer Date and who is for the time being categorised as a Division C Category 1 Member to whom Schedule Rule 26.2(a) applies.

“Division C Category 2 Member” means a Division C Member who was a ‘Category 2 Member’ (within the meaning of division 5 of the Teekay Rules) immediately before the Teekay Transfer Date and who is for the time being categorised as a Division C Category 1 Member to whom Schedule Rule 26.2(b) applies.

“Division C Member” means a former ‘Division 5 Member’ of the Teekay Plan under the Teekay Rules who has been admitted to membership of Part 2 under this Schedule 1 and categorised as a Division C Member, and who has not ceased to be a Division C Member under these Schedule Rules.

“Early Retiring Age” in relation to a Division C Member means the age of 55 years. **“Employee”** has, in relation to an Employer, the same meaning as in SIS.

“Employer” means the Principal Employer and any Associated Employer, and in respect of an Employee means the Employer or Employers by whom the Employee is for the time being employed.

“Employer 3% Contribution Sub-Account” means in relation to an Accumulation Member the Sub-Account maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Employer 3% Contribution Sub-Account Balance” means in relation to an Accumulation Member as at any particular date the credit balance (if any) in the Member's Employer 3% Contribution Sub-Account after all relevant credits and debits have been made to the Sub-Account.

“Employment” means continuous employment in the service of an Employer and, to the extent recognized by the Principal Employer, any subsidiary, affiliate or associate of the Employer.

“Equivalent Full-Time Salary” means in relation to a Division C Member:

- (a) in respect of any period of Full-Time Service, the Member's Salary; and
- (b) in respect of any period of Part-Time Service, an amount equal to the Salary which the Employer determines would have applied had the Member worked in Full-Time Service during that period.

“Final Average Salary” means in relation to a Division C Member, the average Equivalent Full-Time Salary of the Member during the last three years (or the actual period, if less) immediately prior to the Member ceasing to be an Employee (excluding for this purpose any period of Inactive Membership) but not exceeding the maximum amount which the Employer shall from time to time determine for the purposes of the Trident DB Sub-Fund.

“Full-Time Service” in relation to a Division C Member means that part of the Membership Period which is not determined by the Employer to be Part-Time Service.

“Future Service” means, in relation to a Member, the period between:

- (a) the date of the Member's death or the date of the Member's disablement (as the case may be); and
- (b) the Member's Normal Retirement Date.

“Graded Annual Salary” means in respect of an Accumulation Member the annual rate of Salary applicable to the position in respect of which the Member was graded at the last Review Date (or upon the date upon which the person became a Member under the Teekay Rules of the Teekay Plan or a Member of the Fund, as the case may require) as advised to the Trustee by the Employer for the purposes of these Schedule Rules.

“Inactive Member” in relation to a Division C Member means a Member who is for the time being absent from work and in receipt of workers compensation or similar payments or on Leave of Absence without pay.

“Inactive Membership” in relation to a Division C Member means any period during which the Member is an Inactive Member.

“Leave of Absence” in relation to a Division C Member means the temporary absence of a Member from employment for any reason including but not limited to sickness, injury, Parental Leave, unsupported Employer study leave or as a result of the complete or partial (but in either case temporary) closing down of the business of the Employer, in each case with the approval of the Employer, whether given before, during or after that absence, provided that the Member has not Resigned or been dismissed by the Employer.

“Maximum Retiring Age” in relation to a Division C Member means the age of 70 years.

“Member” means a person who has been admitted to membership under this Schedule 1 and who has not ceased to be a Member to whom this Schedule 1 applies, provided that a person shall cease to be a Member under this Schedule 1 in the event of that person's death, or when all benefits to which that person could have become entitled under this Schedule 1 have been paid, transferred or allocated or have otherwise ceased or been terminated as provided under this Schedule 1, whichever first occurs.

“Member Basic Contributions” means in relation to a Division C Member:

- (a) payments by the Member to the Fund under Schedule Rule 26.2; and
- (b) the Member's ‘Member Basic Contributions’ (if any) under the Teekay Rules immediately before the Teekay Transfer Date, as notified to the Trustee by the trustee of the Teekay Plan.

“Member Contribution Sub-Account” means in relation to an Accumulation Member the Sub-Account maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Member Entry Date” means:

- (a) in relation to a Member admitted under Schedule Rule 3.1, the Member's ‘Member Entry Date’ (within the meaning of the Teekay Rules) immediately before the Teekay Transfer Date, as notified to the Trustee by the trustee of the Teekay Plan or such earlier date as determined by the Trustee; and
- (b) in relation to a Member admitted under Schedule Rule 3.2, the date upon which the Member was first admitted to membership of the Fund.

“Member Pensioner” in relation to a Division C Member, means a Member to whom a Pension is being paid under Schedule Rule 27, Schedule Rule 28, Schedule Rule 29 or Schedule Rule 30.

“Membership” in relation to a Member under this Schedule 1 means the number of years (complete Months being treated as a fraction of a year) from the Member Entry Date to the date on which the Member ceased to be in Employment.

“Membership Period” in relation to a Division C Member means the latest continuous period (not including:

- (a) any period after the Member has attained the Maximum Retiring Age;

- (b) in the case of Schedule Rule 30.1 and Schedule Rule 31.2, any period after the Member has attained the Normal Retiring Age;
- (c) any period of Inactive Membership, unless the Trustee otherwise determines; or
- (d) any period in excess of 36 years in any event),

expressed in years (including any fraction of a year in respect of additional complete months) in respect of which the Member is, or was, required to make Member Basic Contributions under this Schedule 1, whether their payment was deferred or not, or in respect of which contributions are, or were, made by the Member's Employer in relation to the Member and shall include:

- (a) any additional or varied Membership Period granted pursuant to the provisions of these Schedule Rules; and
- (b) the Member's 'Membership Period' (within the meaning of the Teekay Rules) immediately before the Teekay Transfer Date, as notified to the Trustee by the trustee of the Teekay Plan including the Member's 'Membership Period' under division 3 of the Teekay Rules prior to the Changeover Date.

"Membership to Retirement" in relation to a Division C Member means the period (not including any period of Inactive Membership unless the Trustee otherwise determines or any period in excess of 36 years in any event) expressed in years (including any fraction of a year in respect of additional complete months) from the date at which the Member's Membership Period commenced or by reason of any addition to the Member's Membership Period was deemed to have commenced, to the date at which the Member will, or would, attain the Maximum Retiring Age or, in the case of Schedule Rules 30.1 and Schedule Rule 31.2, the Normal Retiring Age.

"Member's Reserve" means in relation to a Division C Member as at the date that the Member ceases to be an Employee, the amount equal to the greater of (a) or (b) where:

- (a) is the amount obtained by the calculation:

$$(2.5 \times AC) + (.03 \times FAS \times FTS \text{ after 1 March 1987}) \\ + (0.03 \times FAS \times PTS \text{ after 1 March 1987} \times SF); \text{ and}$$

- (b) is the amount obtained by the calculation:

$$(FTS \times 0.20 \times FAS \times F) + (PTS \times 0.20 \times FAS \times F \times SF);$$

where, in respect of the Member as at the said date:

FAS means Final Average Salary;

FTS means Full-Time Service;

AC means Accumulated Contributions;

PTS means Part-Time Service;

SF means the Service Fraction applicable to the relevant PTS; and

F means the factor obtained from the following table for the Member's age at the date of termination of Employment, interpolating between the factors for whole years for any additional complete months of age at that date,

Exact age of Member at date of termination of Employment	"F"	Exact age of Member at date of termination of Employment	"F"
Years		Years	
40 or less	.700	48	.860
41	.720	49	.880
42	.740	50	.900
43	.760	51	.920
44	.780	52	.940
45	.800	53	.960
46	.820	54	.980
47	.840	55 or over	1.000

provided that:

- (c) where a Member remains in the Employment of an Employer after attaining the Maximum Retiring Age, the Member's Member's Reserve shall be the amount which would have been the Member's Member's Reserve had the Member retired at the Maximum Retiring Age, together with Credited Interest thereon to the date of termination of the Member's Employment; and
- (d) except for the calculation required in paragraph (a) above or as set out in paragraph (c) above, a Member's Reserve shall not in any event exceed the product of the Member's Final Average Salary and the Member's Retirement Benefit Factor.

"Month" in relation to a Member under this Schedule 1, other than a Division C Member, means a calendar month, and **"Monthly"** shall have a corresponding meaning.

"National Service" in relation to a Division C Member means service with the Defence or Armed Forces of the Commonwealth of Australia.

"Normal Retirement Date" means in relation to an Accumulation Member, the last day of the Month in which the Member attains, or would attain, the age of sixty five years.

"Normal Retiring Age" means in relation to a Division C Member the age of sixty five years.

"Parental Leave" in relation to a Division C Member means leave granted to the Member by the Member's Employer for a period not exceeding twelve months associated with the birth of the Member's child.

"Part" means a Part of this Schedule 1 of Division 5.

"Part-Time Service" means in relation to a Division C Member that part of the Membership Period determined by the Employer during which the Member is engaged to work for less than the number of hours which the Employer determines to be the standard number of working hours for employees of the class of which the Member is a member.

"Past Service Member" means in relation to a Division C Member, a Member who was a member of the BHP Billiton Superannuation Fund immediately prior to 1 January 2002 and

who became a member of the Teekay Plan on a basis which recognized the Member's membership period in the BHP Billiton Superannuation Fund for the purposes of determining benefits under division 3 of the Teekay Rules and, upon transfer, division 5 of the Teekay Rules and, upon transfer to this Fund, Part 2 of this Schedule 1.

"Pension" means in relation to a Division C Member a Benefit payable at a yearly rate by instalments but does not include a lump sum payable by instalments.

"Pension Dependant" means any person who is a Dependant and who is permitted to receive a pension under the Relevant Law.

"Permanent and Total Disablement" means in relation to an Accumulation Member the incapacity of the Member to the extent that the Member, in the opinion of the Trustee, is unlikely ever to be able to undertake any regular remunerative work for which the Member is reasonably suited by education, training or experience and which, in the opinion of the Trustee, was not incurred or inflicted for the purpose of obtaining a benefit provided that to the extent the benefit payable upon the Member's Permanent and Total Disablement is insured under a Policy, then the provisions of the Policy as to entitlement to such benefit shall apply and notwithstanding that the Member may be Permanently and Totally Disabled (as defined in this Schedule 1), and **"Permanently and Totally Disabled"** shall have a corresponding meaning.

"Plan" means members, assets and liabilities referable to the Accumulation Sub-Fund and the Trident DB Sub-Fund under Schedule 1 of this Maritime Division from time to time.

"Principal Employer" means Trident LNG Shipping Services Pty Ltd or any person who subsequently assumes the office of Principal Employer for this purpose.

"Resignation" in relation to a Division C Member means voluntary termination by the Member of the Member's Employment other than by reason of Disablement, and **"Resign"** has a corresponding meaning.

"Retirement Benefit Factor" means in relation to a Division C Member twenty one hundredths for each complete year of the Member's Membership to Retirement, and pro-rata for each additional complete month.

"Retrenchment" in relation to a Member under this Schedule 1 means the compulsory termination by the Employer of the Member's Employment for any of the following reasons:

- (a) the position held by the Member has become redundant;
- (b) the Employer's work has diminished and has rendered a reduction in the number of Employees necessary or expedient,

which reason or reasons shall be certified by the Employer in the form required by the Trustee.

"Review Date" means 1 January in each year or such other date or dates in each year as may be agreed between the Trustee and the relevant Principal Employer from time to time either generally or in respect of a particular Member or a particular event.

"Revision Date" means 31 August 1992.

"Rollover Sub-Account" means in relation to an Accumulation Member, the Sub-Account maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Rollover Sub-Account Balance” means in relation to an Accumulation Member as at any particular date the credit balance (if any) in the Member's Rollover Sub-Account after all relevant credits and debits have been made to the Sub-Account.

“Salary” means:

- (a) in relation to an Accumulation Member: the rate of salary or wage at which the Member is employed but does not include any allowances, tanker allowances, higher grade relief payments, overtime, bonuses, holiday loadings, special grants and the like or payments, allowances and other additional remuneration resulting from the Member carrying out duties in a temporary capacity at the direction of the Employer and other remuneration which, in the opinion of the Employer, does not form part of the Member's regular salary or wages; and
- (b) in relation to a Division C Member: the yearly rate of the ordinary fixed salary of the Member in respect of the Member's Employment, as determined by the Employer, provided that:
 - (i) in the case of a Member who is remunerated partly by way of bonus or commission, the Member's Salary for the purposes of this Schedule 1 shall be such amount as the Member's Employer shall determine and notify to the Trustee, not being less than the yearly rate of the Member's ordinary fixed salary;
 - (ii) Salary shall not include traveling or other allowances or the value of any benefit received by the provision of board, fuel, light or otherwise;
 - (iii) if the Employer, the Member and the Trustee agree that this paragraph is to apply, the Member's Salary for the purposes of this Schedule 1 shall be such greater amount as may from time to time be determined by the Employer;
 - (iv) if a Member's ordinary fixed salary is reduced and the Employer determines not to take the reduction into account, and so informs the Trustee, and if the Member agrees, the Member's Salary for the purposes of this Schedule 1 shall be the yearly rate of the Member's ordinary fixed salary immediately prior to the reduction or the yearly rate of the Member's actual ordinary fixed salary whichever is the greater;
 - (v) where a Member is on Leave of Absence, the Member's Salary shall be the salary in respect of which the Member has made Member Basic Contributions or agreed to make Member Basic Contributions for the period of the Member's Leave of Absence, provided further that in the case of a Member on Leave of Absence for the reason of National Service, the Member's Salary shall include any increases granted to the Member by the Employer during National Service;
 - (vi) where a Member is on Parental Leave, the Member's Salary shall be the salary in respect of which the Member has made Member Basic Contributions or agreed to make Member Basic Contributions for the period of the Member's Parental Leave; and
 - (vii) where a Member is on unsupported Employer study leave the Member's Salary shall be the salary in respect of which the Member has made Member Basic Contributions or agreed to make Member Basic Contributions for the period of the Member's unsupported Employer study leave.

“Salary Sacrifice Bonus Sub-Account” means in relation to an Accumulation Member the Sub-Account maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Salary Sacrifice Bonus Sub-Account Balance” means in relation to an Accumulation Member as at any particular date the credit balance (if any) in the Member's Salary Sacrifice Bonus Sub-Account after all relevant credits and debits have been made to the Sub-Account.

“Salary Sacrifice Contribution Sub-Account” means in relation to an Accumulation Member the Sub-Account maintained in respect of the Member in accordance with Schedule Rules 15 and 16.

“Schedule Rule” means a Rule under this Schedule 1 of Division 5.

“Service Fraction” means in relation to a Division C Member the fraction that the number of hours for which the Member is engaged to work bears to the number of hours which the Employer determines to be the standard number of working hours for employees of the class of which the Member is a member.

“Special Dependant” in relation to a deceased former Division C Member means:

- (a) that former Member's Spouse, not being a person who became that former Member's Spouse after the former Member ceased to be an Employee; and
- (b) any Child whilst that child is under the age of 18 years or, in the opinion of the Trustee, a full-time student and remains engaged in a course of study at a school or tertiary institution approved by the Trustee either generally or in any particular case, subject to the Relevant Law concerning Pension Dependents.

“Sub-Account” means in relation to an Accumulation Member a sub-account described in Schedule Rule 15.3.

“Teekay Plan” means the Teekay Shipping Superannuation Plan, being the fund established under the Teekay Rules.

“Teekay Rules” means the trust deed dated 14 August 1979 (as amended) establishing the Teekay Plan.

“Teekay Transfer Date” means 1 January 2010.

“Temporary and Total Disablement” in relation to an Accumulation Member means the Member's incapacity to the extent that the Member, in the opinion of the Trustee, is temporarily unable to undertake the Member's normal work duties, having regard to the nature of such duties prior to the commencement of the Member's incapacity, and which, in the opinion of the Trustee, was not incurred or inflicted for the purpose of obtaining a benefit provided that to the extent the benefit payable upon the Member's Temporary and Total Disablement be insured under a Policy, then the provisions of that Policy as to the entitlement to such benefit shall apply and notwithstanding that the Member may be suffering from Temporary and Total Disablement (as that expression is defined in this Schedule 1), and **“Temporarily and Totally Disabled”** shall have a corresponding meaning.

“Total Membership” in relation to an Accumulation Member means that Member's Membership, together with the number of years (complete Months being treated as a fraction of a year) from the date on which the Member ceased to be in Employment to the Member's Normal Retirement Date.

“Total Service” means Total Membership plus, in the case of a Member who transferred to the Teekay Plan from the “APF Division” of the Australian Petroleum Superannuation Plan, “service” for the purposes of schedule 4 of the governing rules of that plan (as those governing rules stood on 1 December 1998) accrued to the date the Member transferred to the Teekay Plan.

“Trident DB Sub-Fund” means the members, assets and liabilities referable to Part 2 of this Schedule 1 of the Maritime Division from time to time.

3. Admission to membership

3.1 Effective on and from the Teekay Transfer Date:

- (a) each relevant person who was a Division 4 Member (within the meaning of the Teekay Rules) of the Teekay Plan immediately before the Teekay Transfer Date as notified to the Trustee by the trustee of the Teekay Plan or the Principal Employer:
 - (i) is admitted to the Fund as a Member under this Schedule 1 of the Maritime Division; and
 - (ii) is categorised as an Accumulation Member of the Accumulation Sub-Fund;
- (b) each person who was a Division 5 Member (within the meaning of the Teekay Rules) of the Teekay Plan immediately before the Teekay Transfer Date:
 - (i) is admitted to the Fund as a Member under this Schedule 1 of the Maritime Division; and
 - (ii) is categorised as a Division C Member of the Trident DB Sub-Fund.

3.2 Subject to Relevant Law and Schedule Rule 5, each Employee who is nominated for membership of the Fund by an Employer on terms acceptable to the Trustee will be admitted to the Fund as a Member under this Schedule 1 of the Maritime Division. Each person admitted to membership of the Fund pursuant to this Schedule Rule 3.2 shall be categorised as an Accumulation Member.

3.3 Subject to Relevant Law:

- (a) the Trustee, at the request of the relevant Employer and with the agreement of the Employee or Member concerned, must admit an Employee to membership and/or vary the terms of a Member's membership of this Schedule 1 subject to special terms and conditions as to benefits, contributions or otherwise (including such terms as to additional contributions by the Employer as the Trustee, with the advice of the Actuary, shall determine);
- (b) any such agreement shall be evidenced in writing by the Trustee, the relevant Employer and the Employee or Member concerned in a form acceptable to the Trustee, and each such agreement shall for the purposes of this Schedule 1 be deemed to form part of these Schedule Rules; and
- (c) without limiting the generality of paragraph (a), the Trustee, with the approval of the Employer and having received the advice of the Actuary, may adjust on a fair and equitable basis benefits to which a Member is entitled where the Member has any period of Employment as a part-time Employee.

4. Contributions – General Provisions

- 4.1 Subject to the Relevant Law, each Employer will contribute in respect of Members employed by it on such basis as is agreed between the Trustee and the Employer from time to time and, if necessary or appropriate, after obtaining the advice of the Actuary, provided that:
- (a) contributions will be made at such times and in such manner as the Trustee and the Employer agree; and
 - (b) the Employers shall, to the extent necessary after taking into account the financial state of the relevant part of the Plan and having regard to the advice and valuations of the Actuary, make such contributions as are required from time to time to provide the benefits payable in respect of Members under this Schedule 1.
- 4.2 In addition to any contributions expressly provided for in these Rules, an Employer may, subject to the Relevant Law, contribute further amounts in respect of a particular Member or groups of Members, and any such additional contributions will be applied and allocated in respect of the Members as agreed between the Trustee and the Employer.
- 4.3 Subject to the Relevant Law, unless the relevant Employer otherwise determines, the contributions payable by a Member shall be deducted by the Employer from the Member's remuneration, and shall be paid by the Employer to the Fund by such instalments and at such times as are agreed between the Trustee and the Employer.
- 4.4 If an Employer does not wish to make deductions pursuant to Rule 4.3 or if the law does not allow the deduction of contributions, the Member shall pay contributions to the Fund on receipt of the Member's remuneration in such manner as the Trustee may determine with the approval of the relevant Employer.
- 4.5 Unless otherwise specified in these Schedule Rules or agreed between the Trustee, the relevant Employer and the Member concerned, no contributions shall be payable by a Member after the earlier of the date of the Member's death and the date on which the Member's Employment ceases.
- 4.6 If the contributions payable by a Member are not paid to the Fund as and when required, the Trustee may impose such special terms, conditions and restrictions in respect of that Member's membership of, and benefits under, this Schedule 1 as it considers appropriate.

5. Choice of superannuation fund

- 5.1 In the case of a Member under this Schedule 1 who is also an Employee and who makes a valid choice for the Employer to make future superannuation contributions to another superannuation fund:
- (a) the Member's benefit must be transferred to either (as determined by the Trustee):
 - (i) an Approved Benefit Arrangement if the Member instructs the Trustee to transfer his or her benefit in the Fund to an Approved Benefit Arrangement; or
 - (ii) Schedule 2 of Division 5 on the date determined by the Trustee; and
 - (b) for the purpose of Schedule Rule 5.1(a), the Member's benefit is the benefit that the Member would have received had the Member voluntarily ceased to be an Employee in good health on the date notified to the Trustee by the Employer.

- 5.2 If the Trustee transfers a Member's benefit to Schedule 2 of Division 5 and if the Trustee does not receive instructions under Schedule Rule 5.1(a)(i) from the Member, then on the dates determined by the Trustee for these purposes, the Trustee must:
- (a) cease insurance cover for that Member, subject to any conditions determined by the Trustee;
 - (b) charge that Member the applicable fees; and
 - (c) ensure that the Member's benefit is invested as determined by the Trustee.

6. Actuarial valuation

- 6.1 Subject to the Relevant Law, the Trustee shall cause the Actuary no less frequently than every three years, to make a valuation of the assets and liabilities of the Trident DB Sub-Fund and to recommend the level of Employer contributions from time to time appropriate to the funding method applicable to the Trident DB Sub-Fund adopted from time to time by the Principal Employer. The Trustee shall provide the Actuary with such information as the Actuary requires to make such valuation and recommendation.

7. Excess assets in the Trident DB Sub-Fund

- 7.1 For the purposes of this Schedule Rule 7.1:

- (a) "Total Sub-Fund Value" means the total net market value (as determined by the Actuary) of all of the assets of the Plan referable to the Trident DB Sub-Fund as at the date of determination but excluding therefrom the total net market value (as determined by the Actuary) of such assets as are required to fund benefits which have accrued in respect of contributions made for the period up to the Revision Date; and
- (b) "Total Accrued Benefit Value" means the aggregate value (as determined by the Actuary) of the benefits presently or prospectively (based on Members' Membership and contributions by and in respect of the Division C Members to the date of determination) payable in respect of Division C Members and Beneficiaries under Part 2 of this Schedule 1 as at the date of determination to the extent that such benefits have accrued in respect of the period up to the date of determination, but excluding therefrom benefits which have accrued in respect of contributions made for the period up to the Revision Date.

- 7.2 Whenever required by the Principal Employer, the Actuary shall value the assets and liabilities of the Trident DB Sub-Fund and shall as soon as practicable report to the Principal Employer, the Employer and the Trustee in writing as to the Total Sub-Fund Value and Total Accrued Benefit Value as at the date at which such investigation is made ("effective date"). The Trustee shall make all reasonable efforts to facilitate such a valuation and shall provide the Actuary with such information as the Actuary may require to complete such valuation. Unless the valuation coincides with Maritime Rule 7 or Schedule Rule 6, the Principal Employer agrees to meet the cost of the valuation.

- 7.3 If:

- (a) such a report by the Actuary reveals that the Total Sub-Fund Value exceeds the Total Accrued Benefit Value as at the effective date; and

- (b) within sixty days after such report is given to the Employer and the Principal Employer, a written request for payment from the Employer made after consultation with the Principal Employer is received by the Trustee,

the Trustee shall as soon as reasonably practicable (but having regard always to the Relevant Law) cause such part of that excess to be applied in such manner as may be requested by the Employer, after consultation with the Principal Employer, including, without limitation, by way of payment to the Employer.

- 7.4 Notwithstanding anything expressed or implied to the contrary in Schedule Rule 7.3, if, at the request of the Trustee, the Actuary further values the Fund before the date of completion of payment pursuant to the said request by the Employer and advises the Trustee that due to a material change in circumstances either that:

- (a) the Total Sub-Fund Value has become less than the Total Accrued Benefit Value; or
- (b) payment of all or part of a prospective payment pursuant to the request by the Employer would cause the Total Sub-Fund Value to become less than the Total Accrued Benefit Value,

the Trustee shall, in the first such case, refuse to make any further payment pursuant to the request by the Employer or, in the second such case, reduce the amounts payable pursuant to that request so that the Total Sub-Fund Value does not become less than the Total Accrued Benefit Value.

8. Transfers out of the Plan

- 8.1 Without prejudice to the Trustee's rights under Schedule Rule 8.3, in the case of a Member under this Schedule 1 who has ceased Employment, or in any other case determined by the Trustee, the Trustee, with the written consent of the Member and subject to such conditions as the Trustee may determine, may pay or transfer to:

- (a) an Approved Benefit Arrangement; or
- (b) Schedule 2 of Division 5;

money or property representing all or part of the value of a benefit payable to the Member.

- 8.2 If the value of the benefit payable to a Beneficiary has not been paid to or at the direction of the Beneficiary, or transferred under Schedule Rule 8.1, the Trustee may without obtaining the consent of the Beneficiary:

- (a) after the passage of 90 days (or any longer period allowed by the Trustee either generally or in any particular case), transfer that value to another Approved Benefit Arrangement approved by the Trustee; or
- (b) if the Trustee determines (whether generally or in any particular case) and subject to any terms and conditions as it shall determine, cause that value to be transferred to Schedule 1 of this Maritime Division.

- 8.3 Notwithstanding any other provision of this Schedule 1, the Trustee:

- (a) shall transfer a Beneficiary's benefits out of the part of the Fund as required by the Relevant Law; and
- (b) may transfer a Beneficiary's benefits out of the Fund as permitted by the Relevant Law,

and shall not be required to obtain the consent of the Beneficiary to effect such transfer, unless the Relevant Law so require.

9. Transfers in and within the Fund

9.1 Subject to the Relevant Law, the Trustee may make such arrangements as it thinks fit with:

- (a) a Member;
- (b) any Approved Benefit Arrangement in respect of a Member; or
- (c) any other person in respect of a Member,

whereby assets or a sum of money are transferred to this Schedule 1 in respect of that Member.

9.2 **A Member who becomes:**

- (a) a TTR Stream Member under Division 3; or
- (b) a Member who has become an Accumulation Advantage Member under Schedule 2 of Division 5, may also be a Member of any Part under this Schedule 1 as determined by the Trustee.

10. Transfer from one Employer to another

10.1 Notwithstanding anything expressed or implied to the contrary in any Rule, if a Member transfers from the Employment of one Employer ("**transferor Employer**") to the Employment of another Employer ("**transferee Employer**"), that transfer shall not be deemed to constitute a cessation of Employment for the purposes of the Fund unless the transferor Employer, the transferee Employer and the Member mutually agree to the contrary.

11. Termination of Plan or Trident DB Sub-Fund

11.1 If

- (a) the Plan is terminated; or
- (b) a Principal Employer ceases to carry on business and no person assumes the office of Principal Employer with respect to the Trident DB Sub-Fund,

the following will apply on and from the Closure Date:

- (a) all benefits under the Plan or the Trident DB Sub-Fund, including a benefit which became payable before the Closure Date, shall be subject to the provisions of this Schedule Rule 11.1 and no benefit shall be paid from the Plan or the Trident DB Sub-Fund (as the case may be) other than in accordance with this Schedule Rule 11.1;
- (b) unless otherwise agreed between the Trustee and the Principal Employer, no Employee shall be admitted as a Member and no contributions shall be paid by a Member under the Plan or the Trident DB Sub-Fund (as the case may be);
- (c) the Trustee, after making such allowance as it considers appropriate for the costs and expenses then due but unpaid or incurred or likely to be incurred in connection with the termination of the Plan or the Trident DB Sub-Fund (as the case may be), shall make such provision from the assets of the Plan or the Trident DB Sub-Fund (as the case may

be) as the Trustee, with the advice of the Actuary, considers appropriate to provide for benefits which became payable before the Closure Date, but have not been fully paid; and

- (d) to the extent to which the assets of the Plan or the Trident DB Sub-Fund (as the case may be) permit after the application of the foregoing, the Trustee shall apply the assets of the Plan or the Trident DB Sub-Fund (as the case may be) in accordance with Schedule Rule 11.2.

11.2 Subject to the Relevant Law, the assets of the Plan or the Trident DB Sub-Fund (as the case may be) shall, to the extent to which they are sufficient, be applied by the Trustee in the following order of application:

- (a) firstly, in the payment or provision of accrued benefits in respect of Members of the Plan or the Trident DB Sub-Fund (as the case may be) who have an Additional Voluntary Contributions Account or Accumulation Account; and
- (b) secondly, in the payment and/or transfer of any residual assets to or amongst such one or more of the Employers and in such proportions as the Principal Employer shall determine.

11.3 Should the then remaining assets of the Plan or the Trident DB Sub-Fund (as the case may be) be insufficient to pay or provide for the benefits pursuant to Schedule Rule 11.2(a) then such remaining assets shall be applied rateably amongst the persons entitled to participate therein pursuant to the relevant Schedule Rule.

12. Termination of Employer contributions

12.1 Notwithstanding anything expressed or implied to the contrary in any Rule, an Employer may by written notice to the Trustee and either generally or in respect of any person or persons named or described, or falling within a group of persons named or described in such notice, or in respect of a Part or Parts of this Schedule 1, terminate its contributions (the date of receipt of such notice by the Trustee being referred to as the "**Notice Date**").

12.2 On and after the Notice Date:

- (a) unless otherwise agreed between the Trustee and the relevant Employer either generally or in any particular case, no Employee shall be admitted as a Member after an Employer's contributions have been terminated in respect of Members being Employees of that Employer;
- (b) unless otherwise agreed between the Trustee and the relevant Employer either generally or in any particular case, no contributions shall be paid by a Member after an Employer's contributions have been terminated in respect of the Member pursuant to this Rule 12; and
- (c) where the Employer has terminated all contributions in respect of a Member or Members, the provisions of Rule 11 shall mutatis mutandis apply as if the Plan had been closed in respect of that Member or those Members and the Notice Date was the Closure Date and, without limiting the generality of the foregoing, there shall be applied to or in respect of such Member such amounts as would have been applied for that Member pursuant to Rule 11.2.

13. Benefits – general

- 13.1 Subject to the agreement of the Trustee and the relevant Employer and to such terms and conditions as the Trustee may impose:
- (a) a Beneficiary may elect that, in lieu of the normal or specified terms and conditions of payment, all or part of a benefit to which that person is or may otherwise become entitled shall be replaced by a benefit payable in other circumstances or in another manner and form (including instalments) or shall be paid upon other terms and conditions; and
 - (b) any such election shall be final and binding on all interested persons (including without limitation all persons who may be or become contingently entitled to receive a benefit in respect of the Beneficiary making such election) and, in giving effect to and taking account of such an election, the Trustee may adjust the benefits which are or would or might otherwise become payable to or in respect of that Beneficiary and/or any other person then or thereafter claiming under or in respect thereof in such manner and to such extent as the Trustee thinks fit.
- 13.2 Despite anything contained in this Deed but subject to the Relevant Law, at the request of the Beneficiary and with the consent of the Principal Employer the Trustee may pay or apply on behalf of a Beneficiary any part or the whole of a benefit which has accrued to the Beneficiary but is otherwise not yet payable in accordance with these Schedule Rules.

14. Miscellaneous

Former Teekay Plan members

- 14.1 In relation to Members admitted under Schedule Rule 3.1, the following apply:
- (a) To the extent that the making of contributions and the provision of benefits under this Schedule 1 do not comply with an obligation imposed on an Employer by law to provide a minimum level of superannuation for its Employees (whether pursuant to the Guarantee Act or otherwise), the benefits payable to or in respect of the relevant Employee or Employees who are Members shall be increased by such amounts as the Trustee, after having received the advice of the Actuary, considers are necessary to ensure compliance with such obligation.
 - (b) No amendment under clause 14 of the Deed may, in the opinion of the Trustee and of the Principal Employer, after obtaining the advice of the Actuary, be detrimental to the rights or interests of any such Member in respect of contributions made to the Teekay Plan prior to the Revision Date.
 - (c) Notwithstanding anything in the Rules expressed or implied to the contrary, no provision of these Schedule Rules shall in the opinion of the Trustee and of the relevant Principal Employer, after obtaining the advice of the Actuary, be construed or applied so as to be detrimental to the rights or interests of any such Member in respect of contributions made to the Teekay Plan prior to the Revision Date.

Part 1 – Accumulation Sub-Fund

15. Establishment of Accumulation Accounts

- 15.1 [Deleted]

- 15.2 Upon being admitted as an Accumulation Member under Schedule Rule 3, the Trustee will establish and maintain in respect of the Member an Accumulation Account in accordance with this Schedule Rule 15 and Schedule Rule 16.
- 15.3 An Accumulation Member's Accumulation Account shall consist of the Sub-Accounts specified in Schedule Rule 16.1, Schedule Rule 16.2, Schedule Rule 16.3, Schedule Rule 16.4, Schedule Rule 16.5 and Schedule Rule 16.6.
- 15.4 In the case of an Accumulation Member admitted under Schedule Rule 3.1, the following will apply as at the Teekay Transfer Date:
- (a) the opening balance of the Member's Accumulation Account will be equal to the Member's 'Division 4 Accumulation Account Balance' in the Teekay Plan within the meaning of the Teekay Rules immediately before the Teekay Transfer Date; and
 - (b) the opening balance of the Member's Sub-Accounts will be equal to the balance (if any) of the Member's sub-account of the same name in division 4 of the Teekay Plan within the meaning of the Teekay Rules immediately before the Teekay Transfer Date.

16. Credits and debits to Accounts

16.1 An Accumulation Member's Employer 3% Contribution Sub-Account will be:

- (a) credited with:
 - (i) a portion of the total contributions made by the Employer pursuant to Schedule Rule 17.1, amounting to 3% of the Member's Salary;
 - (ii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account; and
 - (iii) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
 - (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub-Account;
 - (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
 - (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8; and
 - (v) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.2 An Accumulation Member's Company Contribution Sub-Account will be:

- (a) credited with:

- (i) contributions made by the Employer pursuant to Schedule Rule 17.1, less the amount credited to the Member's Employer 3% Contribution Sub-Account under Schedule Rule 16.1;
 - (ii) contributions made by the Employer in respect of the Member pursuant to Schedule Rule 4.2
 - (iii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account; and
 - (iv) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
- (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub- Account;
 - (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
 - (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8; and
 - (v) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.3 An Accumulation Member's Member Contribution Sub-Account will be:

- (a) credited with:
- (i) contributions made by the Member pursuant to Schedule Rule 17.2 (excluding those made under Schedule Rule 17.3);
 - (ii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account;
 - (iii) any amount paid from any state or federal government source, including any Government co-contributions, or superannuation guarantee shortfall components, or from any other source which the Trustee is required or permitted to receive under the Relevant Law; and
 - (iv) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
- (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub- Account;

- (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
- (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8;
- (v) any amounts which the Trustee may, under the Relevant Law, be required to debit in respect of amounts referred to in paragraph (a)(iii) above which were overpaid; and
- (vi) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.4 An Accumulation Member's Salary Sacrifice Contribution Sub-Account will be:

- (a) credited with:
 - (i) contributions deemed by Schedule Rule 17.3 to have been made by the Member under Schedule Rule 17.2(a);
 - (ii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account; and
 - (iii) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
 - (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub-Account;
 - (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
 - (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8; and
 - (v) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.5 An Accumulation Member's Rollover Sub-Account will be:

- (a) credited with:
 - (i) any amount paid, rolled over or transferred to the Fund from an Approved Benefit Arrangement in respect of the Member pursuant to Schedule Rule 9 which is not credited to any other Sub-Account of the Member;
 - (ii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account; and

- (iii) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
 - (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub- Account;
 - (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
 - (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8; and
 - (v) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.6 An Accumulation Member's Salary Sacrifice Bonus Sub-Account will be:

- (a) credited with:
 - (i) contributions deemed by Schedule Rule 17.3 to have been made by the Member under Schedule Rule 17.2(b);
 - (ii) any Credited Interest (if positive) determined by the Trustee in respect of the Sub-Account;
 - (iii) any amounts transferred to an Accumulation Account established in respect of the Member under Part 1 of this Schedule 1; and
 - (iv) any other amounts which the Trustee determines to credit to the Sub-Account under these Rules; and
- (b) debited with:
 - (i) the relevant part of any benefit payable to or in respect of the Member under this Part 1 of Schedule 1;
 - (ii) any Credited Interest (if negative) determined by the Trustee in respect of the Sub- Account;
 - (iii) the relevant part of any amounts which the Trustee may determine to debit to the Sub-Account in respect of any tax, duty, levy, charge or other impost of the Fund;
 - (iv) the relevant part of any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8; and
 - (v) any other amounts which the Trustee determines to debit to the Sub-Account under these Rules.

16.7 The Trustee may determine to

- (a) credit to the relevant Account maintained in respect of the Member, any splittable contributions accepted into the Fund for the Member from their Spouse; and
- (b) debit to the relevant Account maintained in respect of a Member, any splittable contributions pursuant to a valid contributions splitting application in favour of the Member's Spouse.

17. Contributions – Accumulation Members

17.1 Subject to Schedule Rule 7 and Schedule Rule 17.3, the Employer will contribute to the Fund in respect of each Accumulation Member the amount required in order that the Employer does not become liable for a shortfall under the Guarantee Act.

17.2 An Accumulation Member may make contributions to this Part 1 in accordance with the procedures determined by the Trustee from time to time, being:

- (c) regular contributions elected by the Member at a percentage of the Member's salary; or
- (d) irregular contributions (which may include, without limitation, bonus remuneration from the Employer to the Member which the Member elects to contribute to the Fund).

17.3 If so agreed by the Trustee, the Employer and the Accumulation Member:

- (a) the Employer may make additional contributions to the Fund pursuant to Schedule Rule 4.2 in lieu of the Member making contributions under Schedule Rule 17.2;
- (b) for this purpose, the additional contributions actually made by the Employer are to be reduced by 15%;
- (c) for the purposes of these Rules, the additional contributions by the Employer are taken to have been made by the Member; and
- (d) the benefit entitlements of the Member are to be determined as if the Member had contributed the amount, or at the rate, elected under Schedule Rule 17.2.

18. Death benefit

18.1 The payment of benefits pursuant to clause 13 on the death of an Accumulation Member is modified by this Schedule Rule 18.

18.2 Subject to Schedule Rule 22, on the death of an Accumulation Member while in Employment prior to the Member's Normal Retirement Date, there shall be paid in respect of the Member pursuant to clause 13.13 of the Deed a lump sum benefit equal to:

- (a) the Member's Salary (at the date of the Member's death) x 17.5% x Future Service; plus
- (b) the Accumulation Account Balance.

18.3 If an Accumulation Member dies while in Employment on or after the Normal Retirement Date, the benefit payable shall be the Accumulation Account Balance.

19. Permanent and Total Disablement Benefit

19.1 Subject to Schedule Rule 22 and preservation requirements under the Relevant Law, a Member who ceases to be in Employment before the Member's Normal Retirement Date by

reason of Permanent and Total Disablement shall be paid a lump sum benefit in the same amount as if the date on which the Member ceased to be in Employment was the date of the Member's death.

20. Temporary and Total Disablement Benefit

- 20.1 Subject to Schedule Rule 22, a Member who ceases to be in Employment on or before the Member's Normal Retirement Date by reason of Temporary and Total Disablement and is so Temporarily and Totally Disabled for a continuous period of three months, shall, on and from the date of expiration of such period ("**benefit entitlement date**") be paid a Monthly benefit equal to one-twelfth of 75% of the Member's Graded Annual Salary applicable at the date upon which the Member first became Temporarily and Totally Disabled together with such amount (if any) as is agreed between the Trustee and any Insurer from time to time provided that:
- (a) such benefit shall be reduced by the aggregate of the following amounts:
 - (i) the Monthly equivalent of any sum paid or payable to the Member in respect of workers compensation, seamen's compensation, sick leave or the like; and
 - (ii) any amount required to be deducted pursuant to Schedule Rule 20.7; and
 - (b) where any sum referred to in Schedule Rule 20.1(a) is not a periodical payment, such sum shall be deemed to have been paid in such Monthly instalments and at such times during the period of the Member's disablement as the Insurer or (if the benefit is not insured under a Policy) the Trustee, shall from time to time determine.
- 20.2 Benefits pursuant to this Schedule Rule 20 shall be payable on such day of each Month as the Trustee may from time to time determine, with proportionate payments in respect of the periods from the benefit entitlement date to the next following relevant day of the Month and from the next preceding relevant day of the Month to the date on which the Member ceases to be Temporarily and Totally Disabled.
- 20.3 An Accumulation Member shall cease to be entitled to any benefit pursuant to this Schedule Rule 20 when the Member:
- (a) ceases to be Temporarily and Totally Disabled;
 - (b) subject to Schedule Rule 20.7, engages in gainful employment;
 - (c) becomes Permanently and Totally Disabled;
 - (d) attains the Member's Normal Retirement Date; or
 - (e) dies,
- and in any event, twenty-four months after the benefit entitlement date.
- 20.4 If the Accumulation Member ceases to be Temporarily and Totally Disabled otherwise than in the circumstances set out in Schedule Rule 20.3(c), Schedule Rule 20.3(d) or Schedule Rule 20.3(e), then the following provisions shall apply:
- (a) if the Member resumes Employment, then the provisions of Part 1 of this Schedule 1 in respect of, inter alia, the payment of contributions and entitlement to benefits, shall again apply; and

- (b) if the Member does not resume Employment, there shall be payable to the Member in accordance with the provisions of Part 1 of this Schedule 1, such benefit as would be payable as if the Member had ceased to be in Employment on the date on which the Member ceased to be Temporarily and Totally Disabled.

20.5 If while the Accumulation Member is Temporarily and Totally Disabled:

- (a) the Member attains the Member's Normal Retirement Date, the benefit referred to in Schedule Rule 21 shall be payable to the Member;
- (b) the Member dies, the benefit referred to in Schedule Rule 18 shall be payable in respect of the Member; or
- (c) the Member becomes Permanently and Totally Disabled, the benefit referred to in Schedule Rule 19 shall be payable to the Member.

20.6 For the purposes of the calculation of benefits to or in respect of the Member as a consequence of the provisions of Schedule Rule 20.5, the Member's Graded Annual Salary shall be deemed to have continued at the rate which such Graded Annual Salary was payable as at the date of Temporary and Total Disablement to the date upon which a benefit becomes payable pursuant to Schedule Rule 20.5.

20.7 Should the Accumulation Member engage in any gainful employment during a period in respect of which a benefit is payable pursuant to Schedule Rule 20.1, the Trustee may, in its discretion, agree to the continuation of such benefits, subject to the reduction thereof by an amount equal to seventy- five percent of the Monthly amount earned by the Member from such gainful employment.

20.8 During such period as the Accumulation Member is Temporarily and Totally Disabled, contributions by the Employer and the Member under Part 1 of this Schedule 1 shall continue to be payable at the rate applicable prior to the Member becoming Temporarily and Totally disabled provided that the Trustee in its discretion may agree to a suspension of such contributions by the Member during the period of Temporary and Total Disablement and provided further that the amount of the contributions suspended may be paid by the Member within such period after the Member ceases to be Temporarily and Totally Disabled as the Trustee in its discretion may determine.

21. Leaving service benefit

21.1 Subject to preservation requirements under the Relevant Law, an Accumulation Member who ceases to be in Employment in circumstances where no other benefit is payable under this Part 1 to or in respect of the Member, shall be paid a lump sum benefit equal to the Accumulation Account Balance.

22. Insured benefits

22.1 Notwithstanding any provision of this Part 1, where a benefit is insured under a Policy, the provisions of the Policy applying to such benefit, including but not limited to the amount of the benefit, the waiting period, and any limitation or restriction on the benefit, shall apply, and the provisions of the Policy shall prevail over the provisions of this Part 1, to the extent of any inconsistency.

22.2 Where insurance is effected in respect of a benefit for any Accumulation Member, other than any optional insurance cover effected under Schedule Rule 14, the relevant Employer must contribute to the Fund the amount required to pay the premiums of such insurance provided

that the Employer may cease contributing the cost of such premiums by giving 90 days prior written notice to the Trustee. If the Employer ceases to contribute the cost of such premiums, they must be deducted from the Accumulation Account of the relevant Member.

23. Accumulation Sub-Fund expenses

- 23.1 The relevant Employers (in such proportions as determined by the relevant Principal Employer) must contribute to the Fund amounts required to pay all costs, charges and expenses incurred in connection with the maintenance and administration of Part 1 of this Schedule 1, except costs and expenses in connection with the investment of monies or of any realisation, transposition or variation of investments or raising of authorised loans.

Part 2 – Trident DB Sub-Fund

24. Establishment of Account

- 24.1 [Deleted].
- 24.2 Upon becoming a Member under Schedule Rule 3 and being categorised as a Division C Member, the Trustee will establish and maintain in respect of the Member an Additional Voluntary Contribution Account, the opening balance of which will be equal to the Member's 'Additional Voluntary Contribution Account Balance' (if any) in the Teekay Plan within the meaning of the Teekay Rules immediately before the Teekay Transfer Date.

25. Credits and debits to Account

- 25.1 A Division C Member's **Additional Voluntary Contributions Account** will be:

- (a) credited with:
- (i) additional voluntary contributions made by or in respect of the Member under Schedule Rule 26.4;
 - (ii) contributions made by the Employer under Schedule Rule 4.2;
 - (iii) where a benefit is insured under a Policy, any proceeds of insurance;
 - (iv) any benefit or other amount allocated or transferred within the Fund which the Trustee determines is to be credited to the Additional Voluntary Contributions Account;
 - (v) any amount paid, rolled over or transferred into the Fund from an Approved Benefit Arrangement which the Trustee determines to credit to the Additional Voluntary Contributions Account;
 - (vi) any Credited Interest (if positive) determined by the Trustee in respect of the Additional Voluntary Contributions Account;
 - (vii) any amount paid from any state or federal government source, including any Government co-contributions, or superannuation guarantee shortfall components, or from any other source which the Trustee is required or permitted to receive under the Relevant Law; and
 - (viii) any other amounts which the Trustee determines to credit to the Additional Voluntary Contributions Account under these Rules; and

- (b) debited with:
 - (i) any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Member under Schedule Rule 8 and which the Trustee determines to debit to the Additional Voluntary Contributions Account;
 - (ii) any benefit or other amount allocated or transferred within the Fund which the Trustee determines is to be debited to the Additional Voluntary Contributions Account;
 - (iii) any benefit payable to or in respect of the Member from the Additional Voluntary Contributions Account;
 - (iv) the relevant part of any amounts which the Trustee may determine to debit to the Additional Voluntary Contributions Account in respect of any tax, duty, levy, charge or other impost of the Fund, Fund expenses and insurance;
 - (v) any Credited Interest (if negative) determined by the Trustee in respect of the Additional Voluntary Contributions Account;
 - (vi) any amounts which the Trustee may, under the Relevant Law, be required to debit in respect of amounts referred to in paragraph (a)(vii) above which were overpaid; and
 - (vii) any other amounts which the Trustee determines to debit to the Additional Voluntary Contributions Account under these Rules.

25.2 In addition to the amounts specified under Schedule Rule 25.1, the Trustee may determine to:

- (a) credit to the relevant Account maintained in respect of a Member, any splittable contributions accepted into the Fund for the Member from their spouse; and
- (b) debit to the relevant Account maintained in respect of a Member, any splittable contributions pursuant to a valid contributions splitting application in favour of the Member's Spouse.

26. Contributions

26.1 The Employer will contribute in accordance with Schedule Rule 4.1.

26.2 Subject to Schedule Rule 26.3 and 26.5, each Division C Member will contribute as follows:

- (a) a Division C Category 1 Member shall make Member Basic Contributions comprising contributions of four percent of the Member's Salary subject to any maximum determined by the Employer from time to time and notified to the Trustee; and
- (b) a Division C Category 2 Member will make Member Basic Contributions comprising contributions of 5.7 percent of the Member's Salary (but which for the purpose of determining the Division C Category 2 Member's Accumulated Contributions will be deemed to be four percent).

26.3 The following applies in relation to a Division C Member's Member Basic Contributions:

- (a) the Member must contribute until the first to occur of the following:
 - (i) the Member ceases to be an Employee;

- (ii) the Member reaches the Maximum Retiring Age; or
 - (iii) the Member's Membership Period reaches 36 years; and
- (b) no contributions are required to be made during any period of Inactive Membership.
- 26.4 In addition to contributions which a Division C Member makes under these Rules, a Division C Member may make additional voluntary contributions to the Fund on terms and conditions determined by the Trustee.
- 26.5 The following salary sacrifice arrangements apply in respect of a Division C Member's Member Basic Contributions:
- (a) The Employer, with the agreement of the Trustee and the Division C Member concerned, may reduce, suspend or waive all or any of the Member Basic Contributions otherwise payable by the Member under Schedule Rule 26.2 subject to any conditions determined by the Employer.
 - (b) The Employer, with the agreement of the Trustee and the Division C Member concerned, shall determine that Member Basic Contributions which would have been paid to the Fund by the Division C Member but for the operation of paragraph (a) above shall be deemed to have been paid by that Member for the purpose of this Schedule 1.
 - (c) Where paragraph (a) above applies in respect of a Division C Member, the Employer shall contribute such additional amounts as the Trustee determines are necessary to ensure that the financial condition of that part of the Fund which is referable to this Trident DB Sub-Fund is neither weakened nor strengthened as a result of the application of paragraph (a) in respect of the relevant Division C Member.
- 26.6 The following salary sacrifice arrangements apply in respect of the additional voluntary contributions contemplated by Schedule Rule 26.4:
- (a) the Employer, with the agreement of the Trustee and the Division C Member concerned, may reduce, suspend or waive all or any of the additional voluntary contributions that the Member has elected to contribute under Schedule Rule 26.4 subject to any conditions determined by the Employer;
 - (b) the Employer, with the agreement of the Trustee and the Division C Member concerned, shall determine that additional voluntary contributions which would have been paid to the Fund by the Member but for the operation of paragraph (a) above shall be deemed to have been paid by that Member for the purpose of this Schedule 1; and
 - (c) where paragraph (a) above applies in respect of a Division C Member, the Employer shall contribute such additional amounts as the Trustee determines are necessary to ensure that the financial condition of the part of the Fund which is referable to this Trident DB Sub-Fund is neither weakened nor strengthened as a result of the application of paragraph (a) in respect of the relevant Division C Member.

27. Retirement at Normal Retiring Age

- 27.1 Subject to Schedule Rule 37, the Trustee shall pay to a Division C Member on the Member ceasing to be an Employee at the Member's Normal Retiring Age a Benefit, at the Member's election in writing, in the form of either:
- (a) a lump sum; or

(b) a Pension payable until the Member's death.

27.2 If the Division C Member elects to receive a lump sum Benefit under Schedule Rule 27.1, the lump sum Benefit shall be equal to the Member's Reserve.

27.3 If the Division C Member elects to receive a Pension under Schedule Rule 27.1, the Pension shall be the amount obtained by the following calculation:

$$(1/54 \times \text{FAS} \times \text{FTS}) + (1/54 \times \text{FAS} \times \text{PTS} \times \text{SF}),$$

where:

FAS means Final Average Salary;

FTS means Full-Time Service (where complete years and complete months only of Full-Time Service shall be counted);

PTS means Part-Time Service (where complete years and complete months only of Part-Time Service shall be counted); and

SF means the Service Fraction applicable to the relevant Part-Time Service.

27.4 A Division C Member may elect under Schedule Rule 27.1 to take part of the Member's Benefit as a lump sum Benefit and the remainder as a Pension until the Member's death. Where a Division C Member elects to take part of the Benefit as a lump sum Benefit, then the Pension payable until the Member's death as secured by the balance of the Member's Reserve shall be determined by the Trustee, after obtaining the advice of the Actuary. The Trustee shall have power to pay any Pension on the basis of such terms and conditions as the Trustee shall think fit.

27.5 Where a Division C Member fails to make an election within 90 days and in a manner prescribed by the Trustee for the purposes of this Schedule Rule 27, the lump sum Benefit shall be payable in accordance with Schedule Rule 27.2.

28. Retirement after Normal Retiring Age

28.1 Subject to Schedule Rule 37, the Trustee shall pay to a Division C Member on the Member ceasing to be an Employee after the Member's Normal Retiring Age a Benefit, at the Member's election in writing, in the form of either a lump sum Benefit or a Pension payable until the Member's death.

28.2 If the Division C Member elects to receive a lump sum Benefit under Schedule Rule 28.1, the lump sum Benefit shall be equal to the Member's Reserve.

28.3 If the Division C Member elects to receive a Pension under Schedule Rule 28.1, the Pension, which shall be larger than the Pension which the Member would have received had it been determined pursuant to Schedule Rule 27, shall be determined by the Trustee, after obtaining the advice of the Actuary, as the Pension secured by the Member's Reserve.

28.4 A Division C Member may elect under Schedule Rule 28.1 to take part of the Member's Benefit as a lump sum Benefit and the remainder as a Pension until the Member's death. Where a Division C Member elects to take part of the Benefit as a lump sum Benefit, then the Pension payable until the Member's death as secured by the balance of the Member's Reserve shall be determined by the Trustee, after obtaining the advice of the Actuary. The Trustee shall have power to pay any such Pension on the basis of such terms and conditions as the Trustee shall think fit.

28.5 Where a Division C Member fails to make an election within 90 days and in a manner prescribed by the Trustee for the purposes of this Schedule Rule 28, the lump sum Benefit shall be payable in accordance with Schedule Rule 28.2.

29. Retirement at or after Early Retiring Age

29.1 Subject to Schedule Rule 37, the Trustee shall pay to a Division C Member, on the Member ceasing to be an Employee at or after the Member's Early Retiring Age but before the Member's Normal Retiring Age other than by reason of Disablement, a Benefit, at the Member's election in writing, in the form of either a lump sum Benefit or a Pension until the Member's death.

29.2 If the Division C Member elects to receive a lump sum Benefit under Schedule Rule 29.1, the lump sum Benefit shall be equal to the Member's Reserve.

29.3 If the Division C Member elects to receive a Pension under Schedule Rule 29.1, the Pension shall be calculated by dividing the Member's Reserve in respect of the Division C Member by the factor in the following table opposite the Member's age at the date of termination of employment, interpolating between the factors for whole years for any additional complete months of age at that date.

Exact age of Member at date of termination of Employment	Factor
Years	\$
55	13.80
56	13.50
57	13.20
58	12.90
59	12.60
60	12.30
61	12.00
62	11.70
63	11.40
64	11.10
65	10.80

29.4 A Division C Member may elect under Schedule Rule 29.1 to take part of the Member's Benefit as a lump sum Benefit, and the remainder payable as a Pension until the Member's death. Where a Division C Member elects to take part of the Benefit as a lump sum Benefit, then the Pension payable until the Member's death as secured by the balance of the Member's Reserve shall be determined by the Trustee, after obtaining the advice of the Actuary. The Trustee shall have power to pay any Pension on the basis of such terms and conditions as the Trustee shall think fit.

29.5 Where a Division C Member fails to make an election within 90 days and in a manner prescribed by the Trustee for the purposes of this Schedule Rule 29, the lump sum Benefit shall be payable in accordance with Schedule Rule 29.2.

30. Disablement benefits

- 30.1 Subject to Schedule Rule 37, the Trustee shall pay to a Division C Member on the Member ceasing to be an Employee prior to the Member's Normal Retiring Age by reason of the Member's Disablement, subject to Schedule Rule 30.2, a lump sum Benefit equal to:

$$20\% \times \text{PFAS} \times [(\text{MTR} - \text{MP}) \times \text{SFD}] + (20\% \times \text{PFAS} \times \text{FTS}) + (20\% \times \text{PFAS} \times \text{PTS} \times \text{SF}),$$

where:

FTS means Full-Time Service;

MP means Membership Period;

MTR means Membership to Retirement;

PFAS means the Division C Member's Final Average Salary calculated on the basis that the Member continued as an Employee until the Member's Normal Retiring Age and the Member's Equivalent Full-Time Salary at the date of Disablement, or in the case of an Inactive Member, the Member's Equivalent Full-Time Salary immediately prior to the date the Member last became an Inactive Member continued unchanged until the Member would have attained the Normal Retiring Age.

Inactive Member continued unchanged until the Member would have attained the Normal Retiring Age;

PTS means Part-Time Service;

SF means the Service Fraction applicable to the relevant Part-Time Salary; and

SFD means the Service Fraction applicable at the date of Disablement.

- 30.2 A Division C Member who last became a member of the BHP Billiton Superannuation Fund prior to 1 July 1994 and who qualifies under Schedule Rule 30.1 to receive a lump sum Benefit may elect by notice in writing to the Trustee to receive, in lieu of the lump sum Benefit under Schedule Rule 30.1 (excluding for this purpose the Benefit payable under Schedule Rule 37) the sum of:
- (a) the Benefits specified in rule B.1.8 of the trust deed of the BHP Billiton Superannuation Fund as in force immediately prior to 1 July 1994; and
 - (b) the Member's Additional Voluntary Contributions Account Balance.

31. Death Benefits

- 31.1 The payment of benefits pursuant to clause 13 of the Deed on the death of a Division C Member is modified by this Rule 31.

- 31.2 Subject to Schedule Rule 31.4, Schedule Rule 31.5 and Schedule Rule 37, the Trustee shall pay in respect of a Division C Member who dies before attaining the Normal Retiring Age a lump sum Benefit equal to:

$$20\% \times \text{PFAS} \times [(\text{MTR} - \text{MP}) \times \text{SFD}] + (20\% \times \text{PFAS} \times \text{FTS}) + (20\% \times \text{PFAS} \times \text{PTS} \times \text{SF}),$$

where:

FTS means Full-Time Service;

MP means Membership Period;

MTR means Membership to Retirement;

PFAS means the Division C Member's Final Average Salary calculated on the basis that the Member continued as an Employee until the Member's Normal Retiring Age and the Member's Equivalent Full-Time Salary at the date of death or, in the case of an Inactive Member, the Member's Equivalent Full-Time Salary immediately prior to the date the Member last became an Inactive Member continued unchanged until the Member would have attained the Normal Retiring Age;

PTS means Part-Time Service;

SF means the Service Fraction applicable to the relevant Part-Time Salary; and

SFD means the Service Fraction applicable at the date of death.

31.3 Subject to Schedule Rule 31.4, Schedule Rule 31.5 and Schedule Rule 37, the Trustee shall pay in respect of a Division C Member who dies on or after the Member's Normal Retiring Age a lump sum Benefit equal to the Member's Reserve.

31.4 Where a Division C Member who last became a member of the BHP Billiton Superannuation Fund prior to 1 July 1994 dies in circumstances where a lump sum Benefit is payable under Schedule Rule 31.2 or Schedule Rule 31.3 (as the case may be) and is survived by a Spouse, the Spouse (and, if there is more than one Spouse, the Spouse selected for this purpose by the Trustee) may elect by notice in writing to the Trustee that the Benefits payable under rule B.1.9 and rule B.1.11 of the trust deed for the BHP Billiton Superannuation Fund as in force immediately prior to 1 July 1994 shall become payable in respect of the Division C Member in lieu of the lump sum Benefit referred to in Schedule Rule 31.2 or Schedule Rule 31.3 (as the case may be) subject to the same discretions as contained in the rules of the BHP Billiton Superannuation Fund trust deed in force immediately prior to 1 July 1994.

31.5 Where the Employer of a former Division C Member makes an ex gratia payment to the Member's Dependants or any of them within six months of the death of the Division C Member, the Benefit otherwise payable under Schedule Rule 31.2, Schedule Rule 31.3 or Schedule Rule 31.4 (as the case may be) shall be reduced by the amount of the said payment unless the Trustee in a particular case shall otherwise determine.

32. Death of Member Pensioner

32.1 On the death of a Member Pensioner, the Trustee shall pay a Pension to or in respect of the former Member Pensioner's Special Dependants.

32.2 The Pension payable under Schedule Rule 32.1 shall be a percentage of the Pension that was being paid to the former Member Pensioner immediately prior to the former Member Pensioner's death, depending on the number of Special Dependants for the time being, namely:

- (a) where there are four or more - one hundred percent;
- (b) where there are three - eighty-three and one-third percent;
- (c) where there are two - sixty-six and two-thirds percent; or
- (d) where there is one - fifty percent.

32.3 In addition to the benefit payable under Schedule Rule 32.1, the Trustee shall pay the Spouse of a former Member Pensioner pursuant to Schedule Rule 27, Schedule Rule 28, Schedule Rule 29 or Schedule Rule 30, an additional lump sum Benefit equal to one-half of one year's Pension that was being paid to or in respect of the former Member Pensioner immediately prior to the Member Pensioner's death.

33. Residual Benefits

33.1 Where all the Benefits due and payable to or in respect of a Division C Member, pursuant to Schedule Rule 27 to Schedule Rule 32 inclusive (but excluding any Benefit payable under Schedule Rule 37), have been paid and the aggregate amount thereof is less than the Member's Reserve as at the date the Division C Member ceased to be a Member, the Trustee shall pay a residual benefit of the amount by which the Member's Reserve as at the said date exceeds the aggregate amount of Benefits already paid to or in respect of the Division C Member.

34. Cessation of employment for other reasons

34.1 Subject to Schedule Rule 37, the Trustee shall pay a lump sum Benefit to a Division C Member on the Member ceasing to be an Employee, not being entitled to a Benefit pursuant to Schedule Rule 27 to Schedule Rule 33 (inclusive), equal to the Member's Reserve.

35. Persons for whom Benefits payable

35.1 The payment of benefits pursuant to clause 13 of the Deed on the death of a Division C Member is modified by this Schedule Rule 35.

35.2 The Trustee shall pay the Benefits referred to in the following Rules to or for the benefit of the persons referred to herein, namely:

- (a) in respect of Schedule Rule 27, Schedule Rule 28, Schedule Rule 29, Schedule Rule 30 and Schedule Rule 34 – the Division C Member;
- (b) in respect of Schedule Rule 31.2, Schedule Rule 31.3 and Schedule Rule 33:
 - (i) such one or more of the former Member's Dependants and legal personal representative and in such proportions between them as the Trustee shall in its absolute discretion determine; or
 - (ii) if after such inquiries and such period as the Trustee considers appropriate the Trustee is unable to identify a Dependant or legal personal representative of the former Member to its satisfaction, the Trustee may pay or apply the benefit otherwise payable in any other manner permissible under the Relevant Law; or
- (c) in respect of Schedule Rule 31.4 and Schedule Rule 32:
 - (i) the Spouse of the former Division C Member if she or he is one of that former Member's Special Dependants, unless the Trustee decides in its absolute discretion to pay her or him only a Pension at the rate that would have been payable had there been not more than one Special Dependant, in which event the Trustee shall pay the remaining portion of the Pension for the Benefit of the other Special Dependants and in such proportions between them as the Trustee, in its absolute discretion from time to time determine; or

- (ii) if the former Division C Member's Special Dependants do not include a Spouse, such one or more of that former Member's Special Dependants and in such proportions between them as the Trustee, in its absolute discretion from time to time determine,

provided that the Benefit pursuant to Schedule Rule 32.3 shall be paid only to the former Member's widow or widower and if she or he is a Special Dependant.

36. Pension variation

- 36.1 The Trustee may from time to time (but not more than once in each year) increase the Pension payable to a Special Dependant who is a Child by a percentage amount of such Pension being the lesser of:
- (a) five percent; or
 - (b) the percentage increase over the immediately preceding twelve months of the Consumer Price Index for the weighted average of the eight capital cities for all groups (or, if that index ceases to be published, such other index as the Trustee may in its absolute discretion determine from time to time to be appropriate for these purposes).

37. Additional benefit

- 37.1 If a Division C Member dies or otherwise ceases to be an Employee, a Benefit in addition to the Benefit payable to or in respect of the Member under Schedule Rule 27, Schedule Rule 28, Schedule Rule 29, Schedule Rule 30, Schedule Rule 31 or Schedule Rule 34 shall be payable to or in respect of the Member equal to the Member's Additional Voluntary Contributions Account Balance.

37.2 Temporary Total Disablement Benefit

- (a) A Member may apply to the Trustee to be covered for a Temporary Total Disablement Benefit under a Policy effected by the Trustee and on terms and conditions agreed between the Insurer and the Trustee.
- (b) If a Member is covered for a Temporary Total Disablement Benefit and becomes Temporarily and Totally Disabled before the Member's Normal Retiring Age while in Employment, the Member shall, on and from the date of expiration of any waiting period ("**Benefit entitlement date**"), be paid the amount (if any) as is agreed between the Trustee and the Insurer from time to time, subject to the terms of the relevant Policy.
- (c) A Member shall cease to be entitled to any Benefit pursuant to this Schedule Rule 37.2:
 - (i) when the Member ceases to be Temporarily and Totally Disabled;
 - (ii) when the Member engages in gainful employment;
 - (iii) when the Member becomes Disabled;
 - (iv) when the Member attains the Member's Normal Retiring Age;
 - (v) when the Member dies; or
 - (vi) in any other circumstance prescribed in the Policy,
 and in any event, twenty-four months after the Benefit entitlement date.

- (d) If the Member ceases to be Temporarily and Totally Disabled otherwise than in the circumstances set out in Schedule Rules 37.2(iii)(C), 37.2(iii)(D) or 37.2(iii)(E), then the following provisions shall apply:
- (i) if the Member resumes Employment, then the provisions of this Deed in respect of, inter alia, the payment of contributions and entitlement to Benefits, shall again apply; and
 - (ii) if the Member does not resume Employment, there shall be payable to the Member in accordance with the provisions of this Deed, such Benefit as would be payable as if the Member had ceased to be in Employment on the date on which the Member ceased to be Temporarily and Totally Disabled.
- (e) If while the Member is Temporarily and Totally Disabled:
- (i) the Member attains the Member's Normal Retiring Age, the Benefit referred to in Schedule Rule 27, shall be payable to the Member;
 - (ii) the Member dies, the Benefit referred to in Schedule Rule 31 shall be payable in respect of the Member; or
 - (iii) the Member becomes Disabled, the Benefit referred to in Schedule Rule 30 shall be payable to the Member.
- (f) For the purposes of the calculation of Benefits payable to or in respect of the Member as a consequence of the provisions of Schedule Rule 37.2(v), the Member's Salary shall be deemed to have continued at the rate which such Salary was payable prior to the Member becoming Temporarily and Totally Disabled to the date upon which a Benefit becomes payable pursuant to Schedule Rule 37.2(v).
- (g) During such period as the Member is Temporarily and Totally Disabled, contributions by the Employer and the Member under this Schedule 1 shall continue to be payable at the rate applicable prior to the Member becoming Temporarily and Totally Disabled provided that the Trustee in its discretion may agree to a suspension of such contributions by the Member during the period of Temporary Total Disablement and provided further that the amount of the contributions suspended may be paid by the Member within such period after the Member ceases to be Temporarily and Totally Disabled as the Trustee in its discretion may determine.

In this Schedule Rule 37.2, the following terms have the following meanings:

Temporarily and Totally Disabled has a corresponding meaning to Temporary Total Disablement.

Temporary Total Disablement in respect of a Member has the same meaning as that term (or other similar term) has for the time being and from time to time in any applicable Policy.

Schedule 2 – Maritime Accumulation Advantage

1. Interpretation

1.1 This Schedule:

- (a) comprises part of the Rules of the Maritime Division; and
- (b) governs the provision of benefits for Accumulation Advantage Members of the Fund.

2. Definitions

2.1 For the purposes of this Schedule, unless the context requires otherwise:

“Accumulation Advantage Member” means a person admitted under Schedule Rule 3.

“Casual Employee” means a person who is employed on a casual basis with an Employer.

“Employee” means an Employee, including a Casual Employee, nominated by an Employer for membership under Schedule 2.

“Employer” means:

- (a) any person who has been admitted to the Fund as an employer to participate in and under the Maritime Division; and
- (b) a Fund Employer; and
- (c) any person who is the employer for the time being of an Accumulation Advantage Member,

and includes any person which replaces or succeeds such a person, and in respect of an Employee means the Employer or Employers by whom the Employee is for the time being employed.

“Schedule Rule” means a Rule under this Schedule 2 of Division 5.

3. Admission to and cessation of membership

3.1 Subject to the Relevant Law and Schedule Rule 5, the following persons will, with the Trustee’s approval and subject to such terms and conditions as the Trustee may determine, be admitted to the Fund as an Accumulation Advantage Member under this Schedule 2:

- (a) each person who is nominated for membership of the Fund under this Schedule 2 by an Employer on terms acceptable to the Trustee;
- (b) each person in respect of whom the Trustee receives an application for membership of the Fund in a form acceptable to the Trustee and containing such information as the Trustee requires; and
- (c) each other person that the Trustee determines to admit to membership of the Fund under this Schedule 2.

4. Contributions

4.1 Each Employer within the meaning of paragraphs (a) or (b) of the definition of ‘Employer’ in this Schedule 2 will contribute to the Fund in respect of each Accumulation Advantage

Member they employ the amount required in order that the Employer does not become liable for a shortfall under the Guarantee Act.

- 4.2 An Employer may make additional contributions to the Fund on behalf of the Accumulation Advantage Member in accordance with clause 11 of the Deed.
- 4.3 An Accumulation Advantage Member may make contributions in accordance with clause 11 of the Deed.

5. Transfers

Transfer upon cessation of employment

- 5.1 Without prejudice to the Trustee's rights under clause 12 of the Deed, in the case of an Accumulation Advantage Member under this Schedule 2 whose employment arrangement has ceased (as advised by the Employer to the Trustee), or in any other case determined by the Trustee, the Trustee, with the written consent of the Member and subject to such conditions as the Trustee may determine, may pay or transfer all or part of the Member's Account balance to an Approved Benefit Arrangement.
- 5.2 If the value of the benefit payable to a Beneficiary has not been paid to or at the direction of the Beneficiary, or transferred under Schedule Rule 5.1, the Trustee may without obtaining the consent of the Beneficiary:
 - (a) after the passage of 90 days (or any longer period allowed by the Trustee either generally or in any particular case), transfer that value to another Approved Benefit Arrangement approved by the Trustee; or
 - (b) if the Trustee determines (whether generally or in any particular case) and subject to any terms and conditions as it shall determine, cause that value to be transferred to this Division 3.

Membership under more than one Schedule

- 5.3 Subject to the Relevant Law, an Accumulation Advantage Member who becomes a TTR Stream Member under Division 3 may also be a Member under this Schedule 2 as determined by the Trustee.

6. Accounts

- 6.1 Upon a person becoming an Accumulation Advantage Member the Trustee will establish and maintain an Account in respect of that Accumulation Advantage Member in accordance with clause 8 of the Deed.

7. Insurance Cover

- 7.1 The Trustee may provide default and voluntary insurance cover in accordance with the requirements of clause 10 of the Deed.

8. Benefits – general

- 8.1 The Member may request Benefits to be paid in the manner contemplated by clause 13 of the Deed.

- 8.2 On the death of an Accumulation Advantage Member the Trustee will pay the Account balance in accordance with clause 13 of the Deed.
- 8.3 An Accumulation Advantage Member to whom a benefit is payable under this Schedule Rule may apply to receive some or all of the Benefit in the form of a Pension, pursuant to the Rules as contained in Division 3.

9. Miscellaneous

Special terms and conditions

- 9.1 Notwithstanding clause 6.7(c) of the Deed, in respect of an Accumulation Advantage Member being a Casual Employee admitted under Schedule Rule 3.1, subject to Relevant Law:
- (a) the Trustee, at the request of the Casual Employee or the relevant Employer and with the agreement of the Casual Employee, must admit the Casual Employee to membership and/or vary the terms of the Casual Employee's membership of this Schedule 2 subject to special terms and conditions as to benefits, contributions or otherwise (including such terms as to additional contributions by the Employer as the Trustee shall determine); and
 - (b) any such agreement shall be evidenced in writing by the Trustee, the relevant Employer and the Casual Employee concerned in a form acceptable to the Trustee, and each such agreement shall for the purposes of this Schedule 2 be deemed to form part of these Schedule Rules.

Termination of Certain Employer Contributions

- 9.2 In respect of Accumulation Advantage Members being Casual Employees admitted under Schedule Rule 3.1:
- (a) notwithstanding anything expressed or implied to the contrary in any Rule, an Employer may by written notice to the Trustee and either generally or in respect of any such Casual Employees named or described, or in respect of this Schedule 2, terminate its contributions (the date of receipt of such notice by the Trustee being referred to as the "**Notice Date**"); and
 - (b) on and after the Notice Date:
 - (i) unless otherwise agreed between the Trustee and the relevant Employer either generally or in any particular case, no Casual Employee shall be admitted as an Accumulation Advantage Member under this Schedule 2 after an Employer's contributions have been terminated in respect of Accumulation Advantage Members being Casual Employees of that Employer; and
 - (ii) unless otherwise agreed between the Trustee and the relevant Employer either generally or in any particular case, no contributions shall be paid by a Casual Employee after an Employer's contributions have been terminated in respect of the Member pursuant to this Rule 9.1.

Benefit Variations

- 9.3 In respect of Accumulation Advantage Members being Casual Employees admitted under Schedule Rule 3.1 the following will apply:

- (a) Subject to the agreement of the Trustee and the relevant Employer and to such terms and conditions as the Trustee may impose:
 - (i) a Beneficiary may elect that, in lieu of the normal or specified terms and conditions of payment, all or part of a benefit to which that person is or may otherwise become entitled shall be replaced by a benefit payable in other circumstances or in another manner and form (including instalments) or shall be paid upon other terms and conditions; and
 - (ii) any such election shall be final and binding on all interested persons (including without limitation all persons who may be or become contingently entitled to receive a benefit in respect of the Beneficiary making such election) and, in giving effect to and taking account of such an election, the Trustee may adjust the benefits which are or would or might otherwise become payable to or in respect of that Beneficiary and/or any other person then or thereafter claiming under or in respect thereof in such manner and to such extent as the Trustee thinks fit.
- (b) Despite anything contained in this Deed but subject to the Statutory Requirements, at the request of the Beneficiary and with the consent of the Employer the Trustee may pay or apply on behalf of a Beneficiary any part or the whole of a benefit which has accrued to the Beneficiary but is otherwise not yet payable in accordance with these Schedule Rules.

Re-employment

- 9.4 This Schedule Rule applies only to an Accumulation Advantage Member who was previously an employee of a Division 5 Principal Employer or, if a Principal Employer determines, an Associated Employer of the Principal Employer.
- 9.5 If an Accumulation Advantage Member to whom this Rule applies again becomes an Employee (other than a casual Employee) of a Principal Employer or Associated Employer (as applicable), the an Accumulation Advantage Member will become a Member of:
 - (a) the membership category determined by the Principal Employer under Schedule 1 of Division 5; or
 - (b) remain as an Accumulation Advantage Member under this Schedule 2,
 and the terms of that Member's membership will again be determined under the relevant Schedule of Division 5.
- 9.6 Depending on the membership category applicable under Schedule Rule 9.5, an amount equal to the an Accumulation Advantage Member's Account balance will, upon the an Accumulation Advantage Member to whom this Rule applies so electing in the manner determined by the Trustee, be credited to the relevant Account under Schedule 1 of Division 5. Upon the benefits being so credited, the Accumulation Advantage Member's right or claim to any benefit under this Schedule is extinguished.
- 9.7 For the purposes of this Rule, "**Associated Employer**" and "**Principal Employer**" have the meanings given to those terms in Schedule 1 of Division 5.

Division 6 – Stevedores Division

Stevedores Division – Stevedores Division Rules

1. Stevedores Division Rules

- (a) This Stevedores Division is governed by Section 1 of the Deed and the Rules as contained in the Schedules to this Division 6.

2. [Deleted]

3. Definitions

In these Stevedores Rules, unless the context requires otherwise.

“**Accumulation Basic Member**” has the meaning given to that term in Schedule A3.

“**Accumulation Plus Member**” has the meaning given to that term in Schedule A2.

“**Accumulation Plus Member’s Account**” means the account established by the Trustee with respect to each Accumulation Plus Member.

“**Base Salary**” means the base salary (excluding overtime, productivity, incentives and bonuses) set out in an enterprise bargaining agreement or similar industrial instrument or, subject to the Trustee’s consent, individual employment contract, as is notified to the Trustee by the Member’s Full Participating Employer, up to the maximum contribution base determined under section 15 of the Guarantee Act unless the Trustee determines otherwise.

“**Classification Base Wage**” or “**CBW**” means the greater of the following amounts:

- (a) the amount of 75% of the Member’s Base Salary, expressed as a weekly amount; and
- (b) the amount of:
- (i) in respect of a GWE or a Permanent Part-Time Employee - \$650 per week; and
 - (ii) in respect of any other Member - \$950 per week,

provided that the Member’s Classification Base Wage is not less than the amount of the Member’s Classification Base Wage determined under these Rules immediately prior to 1 July 2000.

“**DB Contributing Member**” means a Member under Schedule A1 who is contributing or is deemed under Schedule Rule 5.2 of Schedule A1 to be contributing to the Fund in terms of Schedule Rule 5.1 of Schedule A1.

“**DB Non-Contributing Member**” means a Member under Schedule A1 who was formerly a DB Contributing Member but who has become a DB Non-Contributing Member by the operation of Schedule Rule 7 of Schedule A1.

“**Defence Service**” means defence service as defined in Part II of the Defence (Re-establishment) Act 1965 as amended or any act modifying or replacing the same.

“**Employee**” means a person who, in the opinion of the Trustee, is working in a permanent position for a Full Participating Employer who is a member of the Maritime Union, or an employee of the Maritime Union or Maritime, Mining & Power Credit Union Limited, Maritime

Super Pty Limited or Maritime Financial Services Pty Limited. In forming an opinion, the Trustee may, but is not required to, seek the advice of the Maritime Union.

“Full Participating Employer” means, at any time:

- (a) any employer which:
 - (i) has applied to the Trustee for admission as a Full Participating Employer by completing an application in, or substantially to the effect of, a form approved by the Trustee;
 - (ii) has agreed in such manner and subject to such conditions (which conditions may be general or specific to a particular employer or class of employer) as the Trustee may approve, to contribute from time to time such amounts to the Fund as determined in accordance with the Rules of the Fund in respect of those employees who become Members; and
 - (iii) has, in the exercise of the Trustee’s discretion, been admitted to the Fund by the Trustee as a Full Participating Employer; and
- (b) any other person recorded as such in the records of the Trustee, which has not ceased to be a Full Participating Employer.

“Fund Service Benefit” in respect of a Member other than a Pensioner Member, means an amount calculated as at the date the Member ceases to be a Member or attains Normal Retiring Age, if earlier, equal to the sum of:

- (a) 18% of the Member’s Classification Base Wage at that date for each of the Member’s Fund Service Weeks prior to 1 July 1994, such amount to be increased by 10%, and
- (b) 18% of the Member’s Classification Base Wage at that date for each of the Member’s Fund Service Weeks after 30 June 1994.

“Fund Service Weeks” means the total number of completed weeks of the Member’s membership of the Fund in respect of which the Member has made, or is deemed under Schedule A1 Rule 5.2 to have made to the Fund Normal Contributions, less any adjustment in the total number of weeks due to any agreement or order made under the Family Law Act 1975 (Cth).

“Guarantee Wage Employee” or **“GWE”** means a Member who the Trustee is satisfied is employed by a Full Participating Employer as a Guarantee Wage Employee.

“Maritime Union” means the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union as registered under the Fair Work (Registered Organisations) Act 2009 (Cth) or any registered organisation that may supersede that division.

“Member” means a member of this Stevedores Division.

“Normal Contributions” means the contributions payable pursuant to Schedule A1 Rule 5.1 or 5.2. Any amount retained in the Fund from an income protection benefit paid to the Trustee in respect of a Member is deemed to be a Normal Contribution made by the Member under Schedule A1 Rule 5.1 but only to the extent that it is equal to the amount which would otherwise be payable by the Member under Schedule A1 Rule 5.1.

“Normal Retiring Age” means age 65 or such other age as the Trustee may determine.

“Offset Account” means an account kept for a DB Contributing or DB Non-Contributing Member under Schedule A1 Rule 10.

“One Year Swap Rate” means the interest rate identified as the “One Year Swap Rate” as at the close of business on 1 July each year by the Commonwealth Bank of Australia, or any successor or replacement interest rate determined by the Trustee.

“Participating Employer” has the meaning given to that term in Schedule A3 Rule 2.1.

“Past Service Benefit” in respect of a Member, means the amount recorded in the records of the Fund as that Member’s Past Service Benefit, being the amount determined under the Rules as they applied as at 1 January 1994 to be that Member’s Past Service Benefit.

“Pensioner Member” means a Member in receipt of a pension under the Rules but excludes an Allocated Pensioner Member and a TTR Stream Member.

“Permanent Employee” means a person following the stevedoring industry (or an industry determined by the Trustee to be related to the stevedoring industry) as a full time occupation in a permanent position in which they are employed by a Full Participating Employer.

“Permanent Part–Time Employee” means a person who the Trustee or its delegate is satisfied is employed by a Full Participating Employer as a part-time permanent Employee.

“Potential Benefit” in respect of a Member who has not attained Normal Retiring Age means a sum calculated at the date the Member ceases employment as an Employee or Permanent Employee equal to 18% of the Member’s Classification Base Wage at that date for each complete week in the period from that date to the Member’s Normal Retiring Age.

“Register of Members” means the register of Members kept by the Trustee.

“Rules” means the Deed and the rules of this Division 6.

“Salary or Wages” means Salary or Wages as defined in the Superannuation Guarantee Ruling SGR94/5 issued by the Australian Taxation Office. If that Ruling is withdrawn, then the definition in the Ruling (in the form it took immediately before it was withdrawn) will continue to apply despite its withdrawal. For the purposes of contributions, **“Salary or Wages”** includes any salary sacrifice contributions made on behalf of the Member into the Fund.

“SRF Merger Date” means 1 March 2009.

“Surcharge” means the superannuation contributions tax and any advance instalment of the superannuation contributions tax whenever paid or payable by the Trustee under the Superannuation Contributions Tax Imposition Act 1997 (Cth) and the Superannuation Contributions Tax (Assessment and Collection) Act 1997 (Cth), and any like or replacement tax, charges, surcharge, levy or duty.

“Voluntary Contribution Benefit” in respect of a Member, means a sum equal to the amount of:

- (a) any transfer into the Fund under Schedule A1 Rule 3, which is not applied to Fund Service Weeks;
- (b) the voluntary contributions made by the Full Participating Employer in respect of the Member under Schedule A1 Rule 5.4;

- (c) if the Member was a Member of the Fund as at 25 July 2007 - an amount equal to the sum of:
 - (i) 10% of the value of the benefit payable on 1 July 2006 as if the Member had been entitled to a benefit under Schedule A1 Rule 18 (but modified as if Schedule A1 Rule 18.1(a) were deleted so that the benefit does not include any Voluntary Contribution Benefit) on that date; and
 - (ii) Credited Interest on the amount described at sub-paragraph (i) from 1 July 2006 until the date on which the total amount is determined and allocated by the Trustee under this paragraph (c);
- (d) any other amounts determined and allocated by the Trustee from time to time; and
- (e) Credited Interest on such sums, where the amount of Credited Interest may vary depending on matters including any election the Member may have made or any determination the Trustee may have made regarding the investment of the Voluntary Contribution Benefit,

reduced by the amount of any insurance premiums paid or payable by the Trustee in respect of the Member, and any other amount which the Trustee determines is attributable to the Member and, in each case, which the Trustee determines should be debited against this benefit.

4. Membership and benefits

- 4.1 Every Member of the Stevedores Division that was employed by a Full Participating Employer at 10 March 1995 remains a Member so long as they are employed by a Full Participating Employer, unless the Member otherwise requests or consents in writing.
- 4.2 Subject to the Deed, no benefit is payable to a Member or former Member that has been employed by a Full Participating Employer until the Trustee is satisfied that the Member's employment by the Full Participating Employer has ceased and that the Member has ceased employment in the stevedoring industry, provided that a benefit will be paid to a Member who has reached Normal Retiring Age and has requested payment of the benefit.
- 4.3 If a Member of the Stevedores Division has benefits under more than one of Schedules A1, A2 and A3 the Trustee may:
 - (a) consolidate some or all of those benefits so that they come under a single Schedule;
 - (b) apply some or all provisions of different Schedules to the same part of a benefit for different purposes;
 - (c) apply some or all provisions of a Schedule to part of a benefit and some or all provisions of another Schedule to another part of the benefit,

and may do anything else that it considers necessary or desirable to give effect to the above paragraphs.

- 4.4 The Trustee may from the SRF Merger Date continue to provide a pension that was being provided to a Member under these Rules immediately before the SRF Merger Date. The terms and conditions applying to the pension will, subject to the Relevant Law, be those that applied immediately before the SRF Merger Date unless and until the Trustee and the Member agree different terms and conditions. This provision does not apply in respect of any "Pre-Merger

SERF Allocated Pensioner Member” or “Pre-Merger SERF N-CAP Member” (as defined in Division 3), as they are covered by Division 3.

5. Interest on outstanding benefits

- 5.1 Where part or all of the money to which a person is entitled under the Stevedores Division is not paid immediately by the Trustee on the date the entitlement arose, the amount outstanding shall be adjusted by the Credited Interest up to a date determined by the Trustee, where the amount of Credited Interest may vary depending on matters including any election the Member may have made or determination the Trustee may have made regarding the investment of their benefit, or as otherwise required by the Relevant Law.

6. Certain additional contributions

- 6.1 In addition to any other contribution required by these Rules:

- (a) all Full Participating Employers with Accumulation Plus Members or Accumulation Basic Members must; and
- (b) from the SRF Merger Date, any Participating Employer with Accumulation Basic Members may,

pay to the Trustee an amount equivalent to at least 0.45% of the Salary or Wages of each of their employees who are Accumulation Basic Members or (if the employer is a Full Participating Employer) Accumulation Plus Members.

- 6.2 The amounts paid under Stevedores Rule 6.1 are not attributable to any particular Member and are to be used by the Trustee to provide benefits:

- (a) on death or disablement for Accumulation Plus Members, on the terms and conditions of Schedule A2; and
- (b) on death for Accumulation Basic Members, on the terms and conditions of Schedule A3.

6A Insured benefits

- 6A.1 This Stevedores Rule 6A applies to the Stevedores Division and to any other Member whose benefit is calculated by reference to the Stevedores Division with effect from 2 March 2010 (“**Effective Date**”). It applies notwithstanding any provision in the Deed, the Stevedores Rules or Schedules A1 to A3.

- 6A.2 Pursuant to clause 10, the Trustee may:

- (a) take out and maintain one or more Policies in respect of any Member or Members; and
- (b) invite one or more Members to apply for cover under a Policy (“**Optional Insurance Cover**”) and determine that one or more Members is automatically covered by a Policy for one or more benefits (“**Automatic Cover**”). Any such cover and any benefit payable to a Member in respect of a Policy will be subject to the terms and conditions of the Policy, the Rules and any additional terms and conditions imposed by the Trustee or insurer.

- 6A.3 Notwithstanding any provision in Schedules A1 to A3 and except for a Member to whom Stevedores Rule 6A.4 applies (but only to the extent that Stevedores Rule 6A.4 applies to them), a Member is not entitled to, and is not to apply to the Trustee for, a Basic Death Benefit, Voluntary Death Cover Benefit, Voluntary Total and Permanent

Disablement Cover or a Basic Death and Total and Permanent Disablement Benefit from the Effective Date.

- 6A.4 The following Stevedores Rules 6A.5 to 6A.8 apply only in respect of each Member who, on the Effective Date, was a DB Contributing Member or a DB Non-Contributing Member or a Member with a Basic Death Benefit, Voluntary Death Cover Benefit, Voluntary Total and Permanent Disablement Cover or a Basic Death and Total and Permanent Disablement Benefit and who has not ceased to be a Member of these categories on the date a benefit becomes payable to them or in respect of them. For the purposes of this Stevedores Rule 6A.4, Member includes each person who is a Member under Schedule A3.
- 6A.5 With effect from the Effective Date, if the Trustee considers that a death or total and permanent disablement benefit is or may become payable in respect of a Member to whom this Stevedores Rules 6A.5 applies and that that benefit, or any part of that benefit is covered by a Policy held by the Trustee, the Trustee must make a claim under the Policy in respect of that benefit before proceeding to make any determination under the Stevedores Rules or Schedules A1 to A3.
- 6A.6 Where a benefit is paid under the Policy referred to in Stevedores Rule 6A.5 to the Trustee in respect of a Member, it is as if the Trustee had determined that the Member had died or become totally and permanently disabled in accordance with the Stevedores Rules and Schedules A1 to A3 and the Trustee is relieved of any further obligation to determine whether a death or total and permanent disablement benefit is payable to or in respect of the Member, except to the extent that Stevedores Rule 6A.7 applies.
- 6A.7 Where the insurer of the Policy referred to in Stevedores Rule 6A.5 does not accept that a benefit is payable under the Policy or pays a benefit to the Trustee which is less than the amount the Trustee anticipated would be payable in respect of the Member, the Trustee must consider the claim for a death or total and permanent disablement benefit in accordance with the Stevedores Rules and Schedules A1 to A3.
- 6A.8 Benefits will be paid in accordance with clause 13 of the Deed.

7. Assumptions about contributions

- 7.1 Subject to Stevedores Rules 9.1 and 9.2, and with effect from 12 October 2004, if any person has agreed with the Trustee to make contributions to the Fund in respect of an Accumulation Basic Member or an Accumulation Plus Member, the Trustee may assume that the person complies with the agreement and the Trustee has no duty to:
- (a) verify the accuracy of an assumption made under this Stevedores Rules;
 - (b) verify that the person has met its obligation to contribute to the Fund in accordance with the agreement;
 - (c) notify the person that a contribution or any part of a contribution is overdue; or
 - (d) take any action to enforce the person's obligation to contribute under the agreement.

8. [Deleted]

9. Contributions payable by Full Participating Employers

9.1 A Full Participating Employer must contribute to the Fund in the amounts and at the times set out in these Rules for each Member. The Trustee may assume that:

- (a) each contribution received from a Full Participating Employer complies with the Full Participating Employer's obligations; and
- (b) the Full Participating Employer is not required to contribute if no amount is received in respect of one or more Members employed by the Full Participating Employer, unless otherwise agreed in writing by the Trustee and the Full Participating Employer.

9.2 Unless otherwise agreed in writing between the Trustee and the Full Participating Employer, the Trustee has no duty to:

- (a) verify the accuracy of an assumption made under Stevedores Rule 9.1;
- (b) verify that a Full Participating Employer has met its obligation to contribute to the Fund in accordance with Stevedores Rule 9.1;
- (c) notify the Full Participating Employer that a contribution or any part of a contribution is overdue; or
- (d) take any action to enforce a Full Participating Employer's obligation to contribute under Stevedores Rule 9.1.

10. Cessation of Full Participating Employers

10.1 An employer who is a Full Participating Employer ceases to be a Full Participating Employer for the purposes of the Stevedores Division if:

- (a) the employer withdraws as a Full Participating Employer upon giving the Trustee three months' notice in writing of the employer's intention to withdraw as a Full Participating Employer; or
- (b) the Trustee resolves under Stevedores Rule 10.2 or 10.4 that the employer ceases to be a Full Participating Employer.

10.2 The Trustee may resolve that a Full Participating Employer ceases to be a Full Participating Employer if:

- (a) the Full Participating Employer fails to pay to the Trustee any contribution determined in accordance with Schedule A1 Rules 6 and 9 and Stevedores Rule 6, within twenty days of the employer having been notified of such contribution; or
- (b) the Full Participating Employer fails to pay to the Trustee, within twenty days of a written demand for such payment, the amount of any Normal Contribution, Voluntary Contribution or other amount which the Member is obliged to pay to the Trustee under Schedule A1 Rules 5, 6 and 9 and Stevedores Rule 6.

10.3 Where:

- (a) the Trustee has resolved under Stevedores Rule 10.2 that an employer ceases to be a Full Participating Employer; and
- (b) the employer has paid the contributions referred to in Stevedores Rule 10.2,

the Trustee may by resolution re-admit the employer to the Fund as a Full Participating Employer and treat the participation of the Full Participating Employer as though it had been continuous.

- 10.4 The Trustee may resolve that a Full Participating Employer ceases to be a Full Participating Employer if no Members of the Fund are employed by that employer for six calendar months, or another period as the Trustee in its absolute discretion determines.

11. Actuarial Investigation

- 11.1 Whenever determined by the Trustee but in any event at intervals not exceeding three years, the Trustee must ensure that the Actuary carries out an actuarial investigation and valuation of the Stevedores Division and must provide such information as the Actuary may require for this purpose. The Actuary must provide the Trustee with a written report setting out the results of the actuarial investigation and valuation. The Trustee must notify the Full Participating Employers and the Maritime Union that it has received the Actuary's report as soon as practicable after the report is received and must, at the same time, notify them that they are entitled to receive a copy from the Trustee. The Trustee must give a Full Participating Employer or the Maritime Union a copy of the Actuary's report on request. In this Stevedores Rule 11.1 only, the term "Full Participating Employer" includes a Participating Employer that has paid all amounts that were open to be paid by it under Stevedores Rule 6.

- 11.2 If the results of the investigation reveals a surplus, the Trustee may, with the written agreement of the Full Participating Employers, by way of Special Resolution in accordance with Schedule A4, and the Maritime Union, resolve to apply part or all of the surplus to:
- (a) increase pensions to existing Pensioner Members; or
 - (b) improve any other benefits of some or all Members, whether by increasing the scale of benefits, by improving the terms on which they are available, or by any other means; or
 - (c) pay, discharge or otherwise deal with (as applicable) any liability, loss, cost, charge, expense, allegation, debt, cause of action, claim, proceeding, suit or demand of any nature, whether present or future, fixed or unascertained, actual or contingent, and, where relevant, whether at law, in equity, under statute or otherwise; or
 - (d) satisfy or reduce future contributions required of Members and Full Participating Employers; or
 - (e) adopt some combination of (a), (b), (c) or (d) above.

- 11.3 If the results of the investigation reveal a deficiency, the Trustee, with the written agreement of the Full Participating Employers, by way of Special Resolution in accordance with Schedule A4, and the Maritime Union, may resolve to remove such deficiency in part or in total by making changes in the terms and conditions of the Fund as are considered necessary, subject to the approval in writing of the Actuary.

12. Termination of Stevedores Division

- 12.1 If at any time:
- (a) the Trustee decides that the Stevedores Division should be terminated; or
 - (b) it appears to the Trustee that the Stevedores Division is insolvent,

the Trustee must notify each Full Participating Employer, Participating Employer and the Members that the Stevedores Division will terminate on a specified date (in this Stevedores Rule 12 called the “**Closure Date**”).

12.2 As from the Closure Date:

- (a) no further contributions may be made by any Full Participating Employer, Participating Employer or Member other than arrears of contributions due and payable on or before the Closure Date;
- (b) any arrears of contributions must be paid immediately; and
- (c) the Stevedores Division must be wound up, the assets of the Stevedores Division must be realised by the Trustee and the realisation proceeds must be applied by the Trustee subject to the Relevant Law:
 - (i) firstly in paying the costs, charges and expenses of the winding up of the Stevedores Division.
 - (ii) secondly in providing an annuity for each Pensioner Member of the same amount and upon the same terms as the pension to which the Pensioner Member is entitled;
 - (iii) thirdly in providing for each Member who has reached Normal Retiring Age at the date of winding up, the benefit such Member would have received under Schedule A1 Rule 13 or 14, had the Member retired on the date of winding up;
 - (iv) fourthly in providing for each Member to whom paragraph (iii) does not apply, the benefit such Member would have received under Schedule A1 Rule 18 had such Rule applied to the Member at the date of winding up;
 - (v) fifthly in providing each Member to whom paragraph (iii) does not apply but who would have been entitled to a benefit under Schedule A1 Rule 16 had the Member’s employment terminated on the date of winding up, so much of such benefit as has not been provided under paragraph (iv);
 - (vi) sixthly in providing benefits for Members of such amount and in such manner as the Trustee, having regard to the circumstances including any benefits provided under paragraphs (ii), (iii), (iv) and (v), determines to be fair and equitable.

13. Amendment

13.1 No amendment may take effect in respect the Stevedores Division:

- (a) where the Stevedores Division has Member who had a defined benefit interest as at 5 September 2006, unless the Trustee has sought and obtained advice from the Actuary about whether the conditions and requirements in section 292-170(6) and (7) of the *Income Tax Assessment Act 1997* (Cth) will be satisfied; and
- (b) where the Stevedores Division has Members who had a defined benefit interest as at 12 May 2009, unless the Trustee has sought and obtained advice from the Actuary about whether the conditions and requirements in section 292-170(8) and (9) of the *Income Tax Assessment Act 1997* (Cth) will be satisfied.

14. Notices from the Maritime Union or Full Participating Employers

14.1 For the purposes of these Rules:

- (a) a written notice signed by the National Secretary of the Maritime Union (or a duly authorised nominee) may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Union; and
- (b) a written notice signed by the Chairperson of the Full Participating Employers appointed under Schedule A4 may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Full Participating Employers.

Schedule A1 – Maritime Permanent DB

1. Interpretation

- 1.1 This Schedule comprises part of the Rules of the Stevedores Division.
- 1.2 **“Schedule Rule”** means a Rule under this Schedule A1 of Division 6.
- 1.3 Notwithstanding any other provision of these Schedule Rules, where a DB Contributing Member or DB Non-Contributing Member commences employment with a Full Participating Employer, Schedule Rules 5 to 9 (inclusive) will not apply to that Full Participating Employer unless, as at the date on which the Member commenced employment with the Full Participating Employer, the Full Participating Employer was contributing (or was required to contribute) under these Schedule Rules in respect of at least one other DB Contributing Member, or would have been required to so contribute in respect of at least one other employee but for the operation of Schedule Rule 7.1.

2. Eligibility and membership

- 2.1 Every Employee or Permanent Employee of a Full Participating Employer who:
 - (a) is not a current member of a superannuation scheme to which the employee’s employer contributes;
 - (b) has not attained age 70; and
 - (c) lodged an application form with a trustee in respect of these Rules on or before 12 October 2004, shall be eligible to become a DB Contributing Member.
- 2.2 Subject to Schedule Rule 2.4, on receipt by the Trustee, on or before 12 October 2004, of an application fully completed by an Employee so eligible to be a Member in the form as the Trustee may from time to time accept, the Trustee shall thereupon cause the employee’s name to be entered into the Register of Members kept by the Trustee and the employee shall thereupon be deemed to have become a DB Contributing Member on the date when the application was lodged with the Secretary or any other person authorised by the Trustee.
- 2.3 Subject to Schedule Rule 2.4, on receipt by the Trustee, on or before 12 October 2004, of an application fully completed by a Permanent Employee so eligible to be a Member in the form as the Trustee may from time to time accept, the Trustee shall thereupon cause the employee’s name to be entered into the Register of Members kept by the Trustee and the employee shall thereupon be deemed to have become a DB Contributing Member on the date upon which the employee’s name is entered into the Register of Members.
- 2.4 An Employee or Permanent Employee who fails to become a DB Contributing Member within three months of first becoming eligible shall thereafter only become a DB Contributing Member with the consent of the Trustee and on such terms and conditions as the Trustee may determine. In particular the Trustee may require any such Employee or Permanent Employee to provide such evidence of the employee’s health as it deems necessary and should such evidence not be provided or if provided indicate that the Employee or Permanent Employee is not in an average state of health the benefits otherwise payable on death or total and permanent disablement after the employee becomes a DB Contributing Member may be reduced in such respects as the Trustee may determine.

- 2.5 No Employee or Permanent Employee of a Full Participating Employer, other than a DB Non-Contributing Member, may apply to the Trustee after 12 October 2004 to become a DB Contributing Member.

3. Transfer in from other funds

- 3.1 The Trustee may, in respect of a DB Contributing Member, a DB Non-Contributing Member or a Pensioner Member, accept a transfer into the Fund of any superannuation lump sum or directed termination payment.

- 3.2 Subject to Schedule Rule 3.3, such payment may be:

- (a) where it is received in respect of a DB Contributing Member or DB Non-Contributing – Member - applied to either Fund Service Weeks, if it is received on or before 12 October 2004, or form part of the Member's Voluntary Contribution Benefit. Where such a Member directs funds to be applied to Fund Service Weeks, such weeks shall be calculated using the following formula:

$$\frac{A}{(CBW \times X \times R/100)}$$

where:

- A** = the amount to be allocated to Fund Service Weeks; and
- R** = a factor calculated by reference to the Member's age in years and completed months at the date of transfer of funds to the Fund and the table in Schedule Rule 22;
- CBW** = the Member's Classification Base Wage at the date of transfer of the funds;
- X** = 18% or such other rate as the Trustee may determine having regard to the definition of Fund Service Benefit in Stevedores Rule 3.

- (b) where it is received in respect of a Pensioner Member – applied to the benefit of the Pensioner Member.

- 3.3 Where a superannuation lump sum is received under Schedule Rules 3.1 and 3.2, any portion of the transfer that is nominated as a preserved amount shall continue to be preserved by the Fund.

4. Transfers out to Approved Benefit Arrangements

- 4.1 If a DB Contributing Member, a DB Non-Contributing Member or a Pensioner Member is or becomes eligible for membership of an Approved Benefit Arrangement, whether ceasing to be an Employee or Permanent Employee or not, the Trustee with the agreement of the Member may transfer to that Approved Benefit Arrangement benefits calculated as follows:

- (a) where the Member is a DB Contributing Member or a DB Non-Contributing Member, the total of:
- (i) the Member's Voluntary Contribution Benefit;
- (ii) the Member's Past Service Benefit; and

- (iii) $R/100 \times$ the Member's Fund Service Benefit, where "R" is a factor calculated by reference to the Member's age in years and completed months when the Member ceases to be an Employee and the table in Schedule Rule 22.
 - (b) where the Member is a Pensioner Member - the value of the Pensioner Member's benefit.
- 4.2 Upon a full transfer under Schedule Rule 4.1 the Member ceases to be a Member and thereafter has no claim upon the Fund for any benefits and neither shall any other person have any claim for benefits in respect of the membership of that former Member.
- 5. Contributions - general**
- 5.1 Each DB Contributing Member shall pay to the Trustee each week from such date after 1 July 1986 as determined by the Trustee, a Normal Contribution equal to 4.8% or such lesser amount as is determined by application of Stevedores Rule 11, of the Member's Classification Base Wage. A DB Contributing Member is not required to contribute under this Schedule Rule for any week in which the Member does not receive a payment in respect of their employment as an Employee. However, a DB Contributing Member may, with the consent of the Trustee in its absolute discretion, contribute Normal Contributions under this Schedule Rule in any week in which the Member does not receive a payment in respect of the Member's employment as an Employee or Permanent Employee of a Full Participating Employer. The Trustee may only give its consent in respect of a period if the DB Contributing Member does not receive a payment for the period because of absence from work due to sickness, injury, parental leave, Defence Service, or any other leave in respect of which it has been agreed with the Full Participating Employer that contributions can be made. An income protection benefit is taken not to be a payment in respect of employment for the purposes of this Schedule Rule.
- 5.2 With the agreement of the Trustee, Normal Contributions required under Schedule Rule 5.1 may be paid by or allocated in respect of a Full Participating Employer on behalf of a DB Contributing Member, in which case the rate of contributions required shall be increased to such rate as the Trustee, having regard to the level of tax payable by the Fund on such contributions, may decide. Any amounts paid under this Schedule Rule 5.2 are deemed, for the purposes of these Rules, to be a Normal Contribution made by the Member under Schedule Rule 5.1. Any amounts paid under this Rule are in addition to amounts payable in accordance with Schedule Rule 6.
- 5.3 A DB Contributing Member who does not retire on attaining age 70 shall cease paying Normal Contributions to the Fund at that date and shall henceforth be regarded as a DB Non-Contributing Member for the purposes of these Rules.
- 5.4 Subject to the Relevant Law, a Voluntary Contribution Benefit may be secured for a Member, subject to such terms and conditions as are determined by the Trustee, through contributions made to the Fund in respect of the Member:
 - (a) by the DB Contributing Member, being contributions from the Member's wages in addition to Normal Contributions;
 - (b) by the Member from time to time, being lump sum contributions other than Normal Contributions;

- (c) by a Full Participating Employer, being contributions made in respect of the DB Contributing Member by agreement with the DB Contributing Member, that are in addition to those required under Schedule Rules 6 or 9 or under Stevedores Rule 6; or
- (d) being contributions made in any other circumstances with the approval of the Trustee.

5.5 The Trustee shall be entitled to direct any Full Participating Employer employing a DB Contributing Member to deduct from the Member's wages the Normal Contributions and Voluntary Contributions (if any) the Member is required or has undertaken to make under these Schedule Rules and to pay the amount to the Trustee.

5.6 Where, pursuant to an arrangement between a Full Participating Employer and an employee, or, pursuant to a direction of the Trustee under Schedule Rule 5.5, a Full Participating Employer deducts from a DB Contributing Member's wages Normal Contributions and Voluntary Contributions (if any) in respect of that DB Contributing Member the Full Participating Employer shall forthwith pay the amount deducted to the Trustee for and on behalf of the DB Contributing Member.

6. Contributions payable by Full Participating Employers

6.1 As from 1 July 1993, subject to Schedule Rules 5.2 and 5.4(c) and (d), the contributions payable by each Full Participating Employer each year shall be, in respect of each of its employees who is a DB Contributing Member, equal to the sum of:

- (a) an amount equal to 3 percent (or such lesser amount as is determined by the application of Stevedores Rule 11) of each such employee's Classification Base Wage for each week the Member has paid or is deemed to have paid Normal Contributions; and
- (b) an amount equal to 9.6 percent (or such lesser amount as is determined by the application of Stevedores Rule 11) of each such employee's Classification Base Wage for each week the Member has paid or is deemed to have paid Normal Contributions.

Provided that the contributions payable by a Full Participating Employer in respect of an employee under this Schedule Rule 6.1 and Schedule Rule 6.2 shall not exceed 12.6 percent of such employee's Classification Base Wage.

6.2 The contributions payable by a Full Participating Employer under Schedule Rule 6.1 shall be paid within 28 days of the end of the month to which the contributions relate (the "Contribution Due Date"). If the contributions payable by a Full Participating Employer are not paid to the Trustee by the Contribution Due Date, the Full Participating Employer shall pay interest on the amount of the contributions outstanding with effect from the Contribution Due Date to the date that the amount outstanding is paid to the Trustee, calculated daily at the One Year Swap Rate.

7. DB Non-Contributing Members

7.1 A Member shall be a DB Non-Contributing Member when:

- (a) the Fund has been notified in writing by the Member that the Member wishes to suspend payments of Normal Contributions; or
- (b) in the opinion of the Trustee, the Member has ceased to make or is deemed to have ceased to make Normal Contributions to the Fund; or
- (c) the Member reaches age 70.

- 7.2 Where a DB Non-Contributing Member recommences or is deemed to recommence payment of Normal Contributions, the Member shall henceforth be considered a DB Contributing Member; and
- 7.3 Where a DB Contributing Member becomes an employee of an employer who is not a Full Participating Employer or where a DB Contributing Member is employed by an employer who ceases to be a Full Participating Employer the Member shall cease paying Normal Contributions until the Member becomes an Employee of a Full Participating Employer and recommences or is deemed to recommence paying Normal Contributions.

8. Alterations to Classification Base Wage

- 8.1 A Full Participating Employer must promptly advise the Trustee in writing of any changes made from time to time to a Member's Base Salary.
- 8.2 If a Member's Classification Base Wage is increased and the Member subsequently becomes entitled to receive a benefit under the provisions of Schedule Rules 13, 14, 16 or 18 within a period of 3 months from the date of that increase, the Member's Classification Base Wage used in determining such benefits shall be the Classification Base Wage applicable to the Member prior to such date of change and the additional contributions paid by the Member subsequent to the change which would not have been paid had the change not occurred shall be refunded to the Member.
- 8.3
- (a) This Schedule Rule 8.3 applies where a Member's Classification Base Wage is reduced.
 - (b) The Member may elect that the Member's Classification Base Wage for all purposes of these Schedule Rules be the amount of the Member's Classification Base Wage immediately prior to the reduction.
 - (c) The election must be in writing in the form required by the Trustee and be given to the Trustee by the Member within the applicable period specified below:
 - (i) in the case where a reduction to a Member's Classification Base Wage took effect before 1 November 2009 – within such period (being no less than 90 days) after 1 November 2009 determined by the Trustee generally, or such longer period allowed by the Full Participating Employer and the Trustee in relation to a particular Member or Members, and notified to such Members; and
 - (ii) in all other cases – within 90 days of the reduced Classification Base Wage of the Member taking effect or such longer period allowed by the Full Participating Employer and the Trustee (whether generally or in relation to a particular Member or Members).
 - (d) Where a Member makes an election in accordance with this Schedule Rule 8.3, the Member and the Full Participating Employer:
 - (i) must make any additional contributions determined by the Trustee (having regard to any advice the Trustee may wish to obtain) to take account of the difference between the Member's Classification Base Wage before and after the reduction and the actual contributions made by the Member and the Full Participating Employer during the period between the date of the reduction to the Member's Classification Base Wage and the date of the Member's election; and

- (ii) must make the additional contributions at the times, and otherwise in accordance with the arrangements, determined by the Trustee.

9. Increases in CBW and Contributions

9.1 From 1 July 2004, if a Member's Classification Base Wage, as advised to the Trustee after that date, increases at a rate which exceeds a rate that the Trustee considers reasonable, additional contributions will be payable:

- (a) if the increase occurs before 12 December 2004, the Member's Full Participating Employer will be obliged to pay such additional contributions as requested by the Trustee. Such amounts are in addition to any amounts payable under Schedule Rules 5 and 6; and
- (b) if the increase occurs on or after 12 December 2004, the Member and the Member's Full Participating Employer will be obliged to pay such additional contributions as requested by the Trustee. Such contributions will be payable in proportion to the contributions payable by a DB Contributing Member under Schedule Rule 5 and the contributions payable by the Full Participating Employer under Schedule Rule 6. Such amounts are in addition to any amounts payable under Schedule Rules 5 and 6.

If the amounts payable under this Rule are not paid, the Member's Classification Base Wage will be the Classification Base Wage that applied to the Member prior to the date the Trustee was notified of the increase, adjusted from time to time as determined by the Trustee.

10. Offset Account

10.1 An Offset Account is an account maintained in respect of a DB Contributing or DB Non-Contributing Member.

10.2 An Offset Account shall be credited with:

- (a) each Surcharge amount paid or payable by the Trustee in respect of the DB Contributing or DB Non-Contributing Member;
- (b) any other amounts which in the opinion of the Trustee are attributable to the DB Contributing or DB Non-Contributing Member and which should be credited to the Account (including payments made as interest or penalties, or pursuant to amended assessments); and
- (c) interest on the balance of the Offset Account calculated daily at the One Year Swap Rate.

10.3 An Offset Account shall be debited with:

- (a) any refunds, credits or other similar payments received by the Trustee in respect of the relevant DB Contributing or DB Non-Contributing Member;
- (b) any amounts paid by the DB Contributing or DB Non-Contributing Member under Schedule Rule 12; and
- (c) any other amounts which in the opinion of the Trustee are attributable to the DB Contributing or DB Non-Contributing Member and which should be debited to the Account.

11. Offset Account: Adjustment to Benefits

- 11.1 Every benefit payable under these Schedule Rules shall be reduced by the amount, if any, in the Offset Account of the DB Contributing or DB Non-Contributing Member.
- 11.2 However, the Trustee must not adjust a Member's benefits under this Schedule Rule in a way that:
- (a) is contrary to the Relevant Law; or
 - (b) would cause the inclusion of this Schedule Rule to be invalid.

12. Offset Account: DB Contributing or DB Non-Contributing Members may Reduce

- 12.1 The Trustee may accept amounts paid by a DB Contributing or DB Non-Contributing Member in order to reduce the balance of an Offset Account maintained in respect of that DB Contributing or DB Non-Contributing Member.

13. Normal Retirement

- 13.1 A DB Contributing Member or a DB Non-Contributing Member on the later of the Member's Normal Retiring Age and the date the Member ceases full time employment prior to attaining age 70 shall be entitled to an amount equal to the sum as applicable of:
- (a) the Member's Voluntary Contribution Benefit; plus
 - (b) the Member's Fund Service Benefit; plus
 - (c) the Member's Past Service Benefit.
- 13.2 A Member who has become entitled to a sum under this Schedule Rule may by notice in writing in a form acceptable to the Trustee require payment of such sum.

14. Late Retirement

- 14.1 A DB Non-Contributing Member who has not received a benefit under Schedule Rule 13.1 within three months after reaching age 70 shall be entitled upon written application in a form acceptable to the Trustee to an amount equal to the sum as applicable of:
- (a) the Member's Voluntary Contribution Benefit; plus
 - (b) the Member's Fund Service Benefit as determined under Schedule Rule 13.1 with Credited Interest, where the amount of Credited Interest may vary depending on matters including any election the Member may have made or any determination the Trustee may have made regarding the investment of the Fund Service Benefit after age 70; plus
 - (c) the Member's Past Service Benefit as determined under Schedule Rule 13.1 with Credited Interest, where the amount of Credited Interest may vary depending on matters including any election the Member may have made or any determination the Trustee may have made regarding the investment of the Past Service Benefit after age 70.

15. Retrenchment

15.1 A DB Contributing Member or a DB Non-Contributing Member whose employment as an Employee or a Permanent Employee is terminated in the opinion of the Trustee because of redundancy shall, provided the Member is not eligible for a benefit under Schedule Rules 13 or 14, be entitled to an amount equal to the sum as applicable of:

- (d) the Member's Voluntary Contribution Benefit; plus
- (e) the Member's Past Service Benefit; plus
- (f) $R/100 \times$ the Member's Fund Service Benefit, where "R" is a factor calculated by reference to the Member's age in years and completed months when the Member ceases to be an Employee or a Permanent Employee and the table in Schedule Rule 22.

16. Early Retirement

16.1 As from 1 July 1972, a DB Contributing Member or a DB Non-Contributing Member who on or after attaining age 55 ceases employment as an Employee or as a Permanent Employee and who in any such case is not eligible for a benefit under Schedule Rules 13, 14, 15 or 17, shall be entitled to an amount equal to the sum as applicable of:

- (a) the Member's Voluntary Contribution Benefit; plus
- (b) $R/100 \times$ the Member's Fund Service Benefit, where "R" is a factor calculated by reference to the Member's age in years and completed months when the Member ceases to be an Employee or a Permanent Employee and the table in Schedule Rule 22; plus
- (c) the Member's Past Service Benefit.

A Member who becomes entitled to a benefit under this Schedule Rule shall not be eligible thereafter to become a DB Contributing Member or a DB Non-Contributing Member nor, subject to Schedule Rule 20, to receive any other benefit under these Schedule Rules.

17. Total and Permanent Disablement

17.1 As from 29 August 2002, a DB Contributing Member or a DB Non-Contributing Member is entitled to a total and permanent disablement benefit if:

- (a) the Member's employment as an Employee or a Permanent Employee is terminated solely on the grounds that the Member's physical or mental condition at that time is such that the Member is permanently incapable of performing the Member's duties satisfactorily or is a danger to others;
- (b) subject to Schedule Rule 17.3, the Member applies to the Trustee for a total and permanent disablement benefit within 2 years of ceasing employment as an Employee or Permanent Employee;
- (c) subject to paragraph (d), the Trustee has received a report from each of at least two medical practitioners which satisfies the guidelines established by the Trustee from time to time and which expressly states that in the medical practitioner's view:
 - (i) the Member's physical or mental condition is such that the Member is permanently incapable of performing the Member's duties satisfactorily or is a danger to others; and

- (ii) by virtue of the physical or mental condition referred to in paragraph (i), the Member remains:
 - (A) permanently incapable of performing the Member's duties or may be a danger to others because of his or her physical or mental condition; and
 - (B) unable ever to work again in a job for which the Member is qualified by education, training or experience;
 - (d) subject to paragraph (e), the Trustee has received a report from each of at least two medical practitioners which have been appointed by the Trustee which satisfies the guidelines established by the Trustee from time to time and which expressly states that in the medical practitioner's view:
 - (i) the Member's physical or mental condition is such that the Member is permanently incapable of performing the Member's duties satisfactorily or is a danger to others; and
 - (ii) by virtue of the physical or mental condition referred to in paragraph (i), the Member remains:
 - (A) permanently incapable of performing the Member's duties or may be a danger to others because of his or her physical or mental condition; and
 - (B) unable ever to work again in a job for which the Member is qualified by education, training or experience;
 - (e) after receiving reports under paragraphs (c) and (d) of this Schedule Rule, the Trustee determines that the Member is entitled to a benefit under this Rule **PROVIDED THAT** in the event the Trustee receives reports from two medical practitioners appointed by the Trustee for the purposes of paragraph (d) which express opinions on each of the matters referred to in subparagraphs (i) and (ii) but at least one of which does not satisfy the requirements in paragraph (d), the Trustee's determination must be based solely on the medical opinion of an additional medical practitioner appointed by the Trustee. The additional medical practitioner must provide an opinion on each of the matters referred to in subparagraphs (i) and (ii); and
 - (f) the Member has not received or is not due to receive a benefit under this Schedule Rule or Schedule Rules 13, 14, 15 or 16 and the Member has not received or is not due to receive a payment as part of a redundancy or early retirement scheme. Where the Member has received or is due to receive a benefit in any other circumstances, the Trustee must reduce the benefit that is otherwise payable under this Schedule Rule 17 by the amount previously paid unless it was paid from the Member's Voluntary Contribution Benefit.
- 17.2 A total and permanent disablement benefit payable under Schedule Rule 17.1 shall be calculated, subject to Schedule Rule 17.1(f), as follows:
- (a) in the case of a DB Contributing Member the sum as applicable of:
 - (i) the Member's Voluntary Contribution Benefit; plus
 - (ii) the Member's Fund Service Benefit; plus
 - (iii) the Member's Potential Benefit; plus

- (iv) the Member's Past Service Benefit;
 - (b) in the case of a DB Non-Contributing Member the sum as applicable of:
 - (i) the Member's Voluntary Contribution Benefit; plus
 - (ii) the Member's Fund Service Benefit; plus
 - (iii) subject to the Trustee so determining in writing in respect of a Member (the Trustee having no obligation to consider whether to exercise its discretion) - the Member's Potential Benefit; plus
 - (iv) the Member's Past Service Benefit.
- 17.3 Subject to Schedule Rule 17.4, the Trustee must not consider any claim for a benefit under Schedule Rule 17.1 after the expiration of two years from the date on which the Member ceased to be an Employee or Permanent Employee unless the Trustee:
- (a) receives advice from its legal advisers that a court of competent jurisdiction is likely to extend the period in which a claim may be commenced by the Member; or
 - (b) forms the view that the delay in bringing the claim will not result in the Trustee being prejudiced in its consideration of all the evidence.
- 17.4 Schedule Rule 17.3 shall not apply to any Member who ceased to be an Employee or Permanent Employee or would otherwise be entitled to a benefit under Schedule Rule 17.1 at 12 October 2004.

18. Voluntary Deregistration or Resignation

- 18.1 Subject to Stevedores Rule 4.2, a DB Contributing Member or a DB Non-Contributing Member who ceases to be an Employee or a Permanent Employee other than because of the Member's death, and who in any such case is not eligible for a benefit under Schedule Rules 13, 14, 15, 16 or 17.1, shall be entitled to an amount equal to the sum as applicable of:
- (a) the Member's Voluntary Contribution Benefit; plus
 - (b) $R/100 \times$ the Member's Fund Service Benefit, where "R" is a factor calculated by reference to the Member's age in years and completed months when the Member ceases to be an Employee or Permanent Employee and the table in Schedule Rule 22; plus
 - (c) the Member's Past Service Benefit.

This Schedule Rule is not intended to reduce the amount of any benefit which has accrued to a Member under this Schedule Rule as it applied prior to its amendment effective from 30 June 1994. If the Trustee determines that a Member's benefit has been so reduced, that Member's benefit will be increased to the extent of the reduction.

19. Death

- 19.1 On the death of a DB Contributing Member or a DB Non-Contributing Member an amount as determined in Schedule Rule 19.2 shall be paid by the Trustee in accordance with clause 13 of the Deed.
- 19.2 As from 1 July 1988 the amount payable shall be calculated as follows:

- (d) On the death of a Member prior to age 70, the amount will be determined in accordance with Schedule Rule 17.2.
- (e) On the death of a DB Non-Contributing Member who has not retired after attaining age 70 - an amount equal to the sum the Member would have received in terms of Schedule Rule 14 had the Member retired immediately prior to the Member's death.

19.3 Subject to the Relevant Law, the Trustee, acting under the provisions of Section 295-485 of the Income Tax Assessment Act 1997 (Cth), may augment the amount of any benefit paid on the death of a Member in accordance with this Schedule Rule 19, PROVIDED THAT the Trustee is satisfied that the Full Participating Employer is not required to contribute to the Fund any additional amount to provide such augmented benefit.

20. Optional Forms of Benefit Payment

20.1 A DB Contributing Member or a DB Non-Contributing Member entitled to a benefit in terms of Schedule Rules 13, 14, 15, 16, 17.1 or 18 may direct the Trustee to pay part or all of such benefit to an Approved Benefit Arrangement. Despite this, the lump sum benefit may, subject to the Relevant Law, be paid to the Member as the Trustee determines.

20.2 A DB Contributing Member or a DB Non-Contributing Member entitled to a benefit may at any time direct the Trustee to pay such benefit to an Approved Benefit Arrangement provided that such payment shall only be made if the Approved Benefit Arrangement undertakes to the Trustee's satisfaction to defer payment of the benefit in accordance with the Relevant Law.

20.3 Without limiting the circumstances in which an application for an Allocated Pension or (if applicable) a Transition to Retirement Income Stream may be made under Division 3, a DB Contributing Member or a DB Non-Contributing Member or a Dependant of either entitled to a benefit in terms of Schedule Rules 13, 14, 15, 16, 17.1, 18 or 19, or a non-member spouse with a benefit entitlement under this Deed, may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be paid in the form of an Allocated Pension or (if applicable) a Transition to Retirement Income Stream. Subject to the Relevant Law the Trustee may, on receipt of an application, pay the benefit in accordance with Division 3.

20.4 A DB Contributing Member or a DB Non-Contributing Member or, subject to the Relevant Law, a Dependant of either entitled to a benefit in terms of Schedule Rules 13, 14, 15, 16, 17.1, 18 or 19, or a non-member spouse with a benefit entitlement under this Deed, may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be retained in the Fund. The Trustee may, on receipt of such an application or without an application and of its own motion:

- (a) retain the benefit and subsequently pay it in accordance with the requirements contained in this Deed; or
- (b) with the Trustee's approval and subject to such terms and conditions as it shall determine, allocate or transfer all or part of the benefit to Schedule 2 of the Maritime Division.

21. Minimum Requisite Benefits

21.1 No benefit payable to or in respect of a DB Contributing Member or a DB Non-Contributing Member may be less than the minimum benefit which the Actuary certifies must be paid from the Fund so that a Full Participating Employer will not incur any charge, liability or additional tax in relation to that Member.

22. Table of “R” Factors

22.1 The table of “R” factors from 1 July 1997 is as follows:

Age in Years “R” Factors

42 and below	87
43	88
44	89
45	90
46	91
47	92
48	93
49	94
50	95
51	96
52	97
53	98
54	99
55	100
56	100
57	100
58	100
59	100
60	100
61	100
62	100
63	100
64	100
65	100
66	100
67	100
68	100
69	100
70	100

22.2 To avoid any doubt, for each completed month falling after the applicable age in whole years, $1/12$ must be added to the whole number factor that corresponds to the age in whole years.

Schedule A2 – Maritime Accumulation Plus

1. Interpretation

- 1.1 This Schedule comprises part of the Rules of the Stevedores Division.
- 1.2 The Deed, and the Stevedores Rules, shall be read as though they form part of this Schedule, but on the basis that:
- (a) Stevedores Rule 12 applies as if the reference to a benefit pursuant to a specified Rule includes the equivalent or corresponding benefit under this Schedule; and
 - (b) a reference in Stevedores Rule 10:
 - (i) to Schedule A1 Rules 6 and 9 and Stevedores Rule 6, shall be construed as a reference to Schedule Rule 7 and Stevedores Rule 6; and
 - (ii) to Schedule A1 Rules 5, 6 and 8 and Stevedores Rule 6, shall be construed as a reference to Schedule Rules 6 and 7 and Stevedores Rule 6.

2. Definitions

- 2.1 For the purposes of this Schedule, unless the context requires otherwise. “Accumulation Plus Member” means:
- (a) a DB Contributing or DB Non-Contributing Member who has elected to become an Accumulation Plus Member; and
 - (b) an Employee or Permanent Employee of a Full Participating Employer who has become an Accumulation Plus Member in accordance with Schedule Rule 3; and
 - (c) who has not ceased to be an Accumulation Plus Member.

“**Accumulation Plus Member’s Termination Benefit**” means in respect of an Accumulation Plus Member a lump sum equal to the balance of the Accumulation Plus Member’s Account.

“**Accumulation Plus Member’s Death Benefit**” means a lump sum payable in respect of an Accumulation Plus Member pursuant to Schedule Rule 8.1(a) equal to the Accumulation Plus Member’s Termination Benefit plus, if the Full Participating Employer has paid all amounts due to be paid by it pursuant to Stevedores Rule 6, the amount of the Basic Death and Total and Permanent Disablement Benefit.

“**Accumulation Plus Member’s Account**” means an account maintained pursuant to Schedule Rule 5.

“**Accumulation Plus Member’s Total and Permanent Disablement Benefit**” means a lump sum payable to an Accumulation Plus Member pursuant to Schedule Rule 8.1(b) equal to the Accumulation Plus Member’s Termination Benefit plus the amount of any Voluntary Total and Permanent Disablement Cover purchased under Schedule Rule 10 and, if the Full Participating Employer has paid all amounts due to be paid by it pursuant to Stevedores Rule 6, the amount of the Basic Death and Total and Permanent Disablement Benefit, subject to a maximum of the Accumulation Plus Member’s Death Benefit and any amount payable under clause 10 calculated as if the Accumulation Plus Member had died on the date the Trustee determines as the date the Accumulation Plus Member was last actively at work.

“Basic Death and Total and Permanent Disablement Benefit” means a benefit payable by the Trustee where the amount payable is determined under Schedule Rule 9.

“Default Death and Total and Permanent Disablement Cover” means, in relation to Schedule Rule 9.2:

- (a) a maximum of two units of insurance cover for death and total and permanent disablement provided on the terms and conditions of the applicable insurance policy; and
- (b) premiums have been deducted from the Member's Accumulation Plus Member's Account in respect of this insurance.

“Period of Cover” means the period of time during which a benefit payable under Schedule Rule 8.1(b) will result in an amount of Voluntary Total and Permanent Disablement Cover being payable.

“Schedule Rule” means a Rule under this Schedule A2 of Division 6.

“Voluntary Total and Permanent Disablement Cover” means the additional benefit purchased under Schedule Rule 10.

3. Eligibility and membership

3.1 A person shall be eligible to become an Accumulation Plus Member if:

- (a) they are a DB Contributing or DB Non-Contributing Member;
- (b) they are an Employee or Permanent Employee of a Full Participating Employer; or
- (c) otherwise approved by the Trustee.

3.2 Following receipt by the Trustee of an election fully completed by a DB Contributing or DB Non-Contributing Member in the form as the Trustee may from time to time approve, the DB Contributing or DB Non-Contributing Member (as applicable) shall be deemed to have become an Accumulation Plus Member on:

- (a) the date when the election was lodged with the Secretary or any other person authorised by the Trustee; or
- (b) such other date as the Trustee may in its discretion determine.

3.3 Subject to Schedule Rules 3.6 and 3.9, on receipt by the Trustee of an application fully completed by an Employee so eligible to be an Accumulation Plus Member in the form as the Trustee may from time to time accept, the Trustee shall thereupon cause the Employee's name to be entered into the Register of Members kept by the Trustee and the Employee shall thereupon be deemed to have become an Accumulation Plus Member on the date when the application was lodged with the Secretary or any other person authorised by the Trustee.

- 3.4 Subject to Schedule Rules 3.6 and 3.9, on receipt by the Trustee of an application fully completed by a Permanent Employee so eligible to be an Accumulation Plus Member in the form as the Trustee may from time to time accept, the Trustee shall consider whether the Permanent Employee should become an Accumulation Plus Member. If the Trustee approves the application for the Permanent Employee to become an Accumulation Plus Member, the employee's name will be entered into the Register of Members kept by the Trustee and the employee shall thereupon be deemed to have become an Accumulation Plus Member on the date upon which the employee's name is entered into the Register of Members.
- 3.5 If the application to become an Accumulation Plus Member is not approved by the Trustee, the Permanent Employee shall become an Accumulation Basic Member.
- 3.6 Subject to Schedule Rule 3.9, an Employee or Permanent Employee who is not a DB Contributing or DB Non-Contributing Member and who fails to lodge an application form to become an Accumulation Plus Member within three months of first becoming eligible shall not be entitled to an Accumulation Plus Member's Death Benefit or an Accumulation Plus Member's Total and Permanent Disablement Benefit until the Trustee has received and accepted such an application form. The Trustee may only agree to accept such an application on such special terms and conditions as the Trustee may determine. In particular the Trustee may require any such Employee or Permanent Employee to provide such evidence of the employee's health as it deems necessary and should such evidence not be provided or, if provided, indicate that the Employee or Permanent Employee is not in a good state of health, the benefits otherwise payable under Schedule Rule 8.1(a) or 8.1(b) after the employee becomes an Accumulation Plus Member may be reduced by such amounts as the Trustee may determine.
- 3.7 If an Accumulation Plus Member:
- (a) is no longer an Employee or Permanent Employee but is employed by a Full Participating Employer on a casual basis; or
 - (b) ceases to make contributions as required under Schedule Rule 6,
- and the Trustee in its absolute discretion so decides, they will no longer be eligible to be an Accumulation Plus Member, they will become an Accumulation Basic Member and their Accumulation Plus Member's Account will be transferred accordingly.
- 3.8 If the Trustee does not receive any contributions from an "employer-sponsor" (within the meaning of the SIS Act) in respect of an Accumulation Plus Member within a period determined by the Trustee of that person becoming an Accumulation Plus Member, the Trustee may terminate that person's membership under this Schedule A2 and update the Register of Members accordingly.
- 3.9 If a person is eligible for membership under Schedule Rule 3.1, the Trustee may (independently of Schedule Rules 3.3 and 3.4) admit them as an Accumulation Plus Member with effect from such date, and on such terms and conditions, as the Trustee considers appropriate, including:
- (a) the person being treated as having the rights, entitlements and obligations they would have had under the Rules and this Schedule if they had become an Accumulation Plus Member from an earlier date; and
 - (b) disregarding Schedule Rule 3.6.

4. [Deleted]

5. Accumulation Plus Member's Account

5.1 The Trustee shall maintain an Accumulation Plus Member's Account in respect of each Accumulation Plus Member to which is credited:

- (a) for those former DB Contributing or DB Non-Contributing Members who elected to become Accumulation Plus Members with effect from 12 December 2004:
 - (i) the benefit payable on 11 December 2004 as if the Member had been entitled to a benefit under Schedule A1 Rule 18 on that date, where the benefit payable is calculated based on the Member's Classification Base Wage as at 30 June 2004, which was advised to the Trustee by 30 June 2004 or, for a Member who became a Member after 30 June 2004, the Member's Classification Base Wage at the date they became a DB Contributing Member; and
 - (ii) any additional amount as at 11 December 2004, as certified by the Actuary and approved by the Trustee;
- (b) for those former DB Contributing or DB Non-Contributing Members not covered by paragraph (a), the benefit payable on the day before the Member became an Accumulation Plus Member as if the Member had been entitled to a benefit under Schedule A1 Rule 18 on that date;
- (c) any contributions made in accordance with Schedule Rule 6;
- (d) contributions made in accordance with Schedule Rule 7;
- (e) transfers made pursuant to clause 12;
- (f) any other amounts determined and allocated by the Trustee from time to time;
- (g) any other amount the Trustee determines is attributable to the Accumulation Plus Member in accordance with Relevant Law or other legislation or otherwise and should be credited; and
- (h) Credited Interest.

5.2 The Accumulation Plus Member's Account shall be debited with the amount of such provision as the Trustee may make for the costs and expenses relating to the management and administration of the Fund and for the payment of such Surcharge amounts payable in respect of the Accumulation Plus Member and of such tax, duty or other impost in relation to the income of the Fund or otherwise as the Trustee may determine, and with any other amount which the Trustee determines is attributable to the Accumulation Plus Member and should be debited.

6. Accumulation Plus Member's Contributions

6.1 An Accumulation Plus Member shall pay to the Trustee each week a contribution equal to 4% of Salary or Wages or such lesser amount, and on such terms and conditions, as is determined by the Trustee.

6.2 An Accumulation Plus Member is not required to contribute under Schedule Rule 6.1:

- (a) if the Trustee so determines; or

- (b) for any week in which the Member does not receive a payment in respect of their employment as an employee. However, an Accumulation Plus Member may, with the consent of the Trustee in its absolute discretion, contribute 4% of the Salary or Wages they last received in any week in which the Member does not receive a payment in respect of their employment as an employee. The Trustee may only give its consent in respect of a period if the Member does not receive a payment for the period because of absence from work due to sickness, injury, parental leave, Defence Service, or any other leave in respect of which it has been agreed with the Full Participating Employer that contributions can be made. An income protection benefit is taken not to be a payment in respect of employment for the purposes of this Schedule Rule. Any amount retained in the Fund from an income protection benefit paid to the Trustee in respect of a Member is deemed to be a Normal Contribution made by the Member under this Schedule Rule but only to the extent that it is equal to the amount which would otherwise be payable by the Member under Schedule Rule 6.1.
- 6.3 An Accumulation Plus Member may, with the Trustee's approval and subject to such terms and conditions as the Trustee shall determine, make voluntary contributions to the Fund.
- 6.4 With the agreement of the Trustee the contributions payable under this Schedule Rule may be paid by a Full Participating Employer on behalf of an Accumulation Plus Member, in which case the rate of contributions required under Schedule Rule 6.1 may be increased to such rate as the Trustee, having regard to the level of tax payable by the Fund on such contributions, may decide.
- 6.5 Any amounts paid under this Schedule Rule are in addition to amounts payable in accordance with Schedule Rule 7.
- 6.6 The Trustee shall be entitled to direct any Full Participating Employer employing an Accumulation Plus Member to deduct from the Accumulation Plus Member's wages the contributions the Member is required or has undertaken to make under these Schedule Rules and to pay the amount to the Trustee.
- 6.7 Where, pursuant to an arrangement between a Full Participating Employer and an employee, or pursuant to a direction of the Trustee under Schedule Rule 6.6, a Full Participating Employer deducts contributions from the Accumulation Plus Member's wages, the Full Participating Employer shall forthwith, and in accordance with the Relevant Law, pay the amount deducted to the Trustee for and on behalf of the Accumulation Plus Member.
- 6.8 All contributions paid under this Schedule Rule shall be credited to that Accumulation Plus Member's Account.

7. Full Participating Employer's Contributions

- 7.1 In respect of each Accumulation Plus Member employed by a Full Participating Employer, the Full Participating Employer shall contribute to the Fund, at the times required by law:
- (a) at least 9.0% (or such lesser amount or percentage as the Trustee may determine from time to time) of the Accumulation Plus Member's Salary or Wages including during any period when the Member does not receive Salary or Wages but elects, with the Trustee's consent, to contribute to the Fund under Schedule Rule 6.1 Where a Full Participating Employer is required to contribute under this clause for a Member who is not receiving a Salary or Wage at that time, the Member's Salary or Wage is deemed, for the purposes of this clause, to be the Salary or Wage they last received; and

- (b) such additional amount as a Full Participating Employer may determine, provided that,
- (c) with the consent of the Trustee and the Member concerned, a Full Participating Employer may reduce contributions to the Fund in respect of the Member to the extent to which the contributions (including any contributions made under Stevedore Rule 6.1 in respect of the Member, or the relevant notional concessional contribution value, as the case may be) would, if made, exceed the Member's concessional contribution cap, provided that the contributions made by the Employer are sufficient to avoid a liability under the Guarantee Act; and
- (d) in respect of a former DB Contributing Member or DB Non-Contributing Member who transferred to membership as an Accumulation Plus Member, the Full Participating Employer who employed the Member as at the day before such transfer must ensure that the amount contributed by it under paragraph (a) in respect of that Member is at least equal to 12.6% of the Member's CBW as at the day before such transfer.

8. Benefits payable to an Accumulation Plus Member

8.1 An Accumulation Plus Member is entitled to the following benefits:

- (a) on the death of an Accumulation Plus Member whilst in the employment of a Full Participating Employer an Accumulation Plus Member's Death Benefit, or such lesser amount approved by the Trustee under Schedule Rule 3.6, shall be payable. Subject to the Relevant Law, the Trustee, acting under the provisions of Section 295-485 of *the Income Tax Assessment Act 1997* (Cth), may augment the amount of any benefit paid on the death of an Accumulation Plus Member in accordance with this Schedule Rule 8, PROVIDED THAT the Trustee is satisfied that the Full Participating Employer is not required to contribute to the Fund any additional amount to provide such augmented benefit. Such benefit shall be paid by the Trustee in accordance with clause 13 of the Deed;
- (b) an Accumulation Plus Member who, if they were a DB Contributing or DB Non-Contributing Member, the Trustee would otherwise determine was entitled to a benefit under Schedule A1 Rule 17 shall be entitled to receive an Accumulation Plus Member's Total and Permanent Disablement Benefit, or such lesser amount approved by the Trustee under Schedule Rule 3.6, calculated as at the date the Accumulation Plus Member was last actively at work; and
- (c) on ceasing to be employed by any Full Participating Employer to the satisfaction of the Trustee, an Accumulation Plus Member who is not entitled to receive a benefit pursuant to sub-paragraphs (a) or (b) shall be entitled to receive an Accumulation Plus Member's Termination Benefit.

9. Basic Death and Total and Permanent Disablement Benefit

9.1 An Accumulation Plus Member's Basic Death and Total and Permanent Disablement Benefit is equal to the amount determined in writing by the Trustee. The Trustee may:

- (a) reduce an amount; or
- (b) suspend payment of an amount,

otherwise payable under this Schedule and substitute the suspended amount with another amount determined in writing by the Trustee.

- 9.2 In respect of Members who are employees of Tasmanian Ports Corporation Pty Ltd who have been provided with employer sponsored death and total and permanent disablement insurance otherwise than in accordance with the rules of the Fund, no Accumulation Plus Member's Basic Death and Total and Permanent Disablement Benefit shall be provided and only Default Death and Total and Permanent Disablement Cover will be provided in respect of that Member on the terms and conditions determined by the Trustee from time to time.

This Schedule Rule 9.2 does not affect a Member's ability to terminate reduce or opt out of the Default Death and Total Disablement Cover and elect to take out Voluntary Total and Permanent Disablement Cover in accordance with Schedule Rule 10.1.

10. Voluntary Total and Permanent Disablement Cover

- 10.1 An Accumulation Plus Member may, subject to Schedule Rule 10.5, in the three months following the date their application to become an Accumulation Plus Member was approved by the Trustee or during any other period as the Trustee in its absolute discretion may decide, apply for units of Voluntary Total and Permanent Disablement Cover. Any such application must satisfy the requirements of Schedule Rule 10.2.

- 10.2 Subject to Relevant Law, the applicant must, in their application:

- (a) nominate the total number of units of cover which the Accumulation Plus Member wishes to purchase, which must not exceed:
 - (i) six (6) units for those former DB Contributing or DB Non-Contributing Members who elected to become Accumulation Plus Members. This election must occur by no later than the day before the Member becomes an Accumulation Plus Member. If any such Accumulation Plus Member subsequently elects to vary their Voluntary Total and Permanent Disablement Cover, the maximum number of units will be four (4);
 - (ii) four (4) units or any other number as determined by the Trustee from time to time and advised to Accumulation Plus Members, for all other Accumulation Plus Members;
- (b) provide any other information requirement by the Trustee.

- 10.3 The Trustee may, subject to Relevant Law, in its absolute discretion:

- (a) accept unconditionally;
- (b) accept, subject to any terms or conditions that it may deem appropriate in the circumstances; or
- (c) reject,

an application by a member for cover under this Schedule Rule. Any such decision by the Trustee must be confirmed to the Accumulation Plus Member in writing.

- 10.4 The Period of Cover will be the time from the date of the Trustee's written approval of the application under Schedule Rule 10.3, or any other period of time as specified by the Trustee in response to an application made under Schedule Rule 10.5 to vary the amount of cover, as the Trustee in its absolute discretion may decide.

10.5 An Accumulation Plus Member may apply, by written notice, on a form approved by the Trustee and subject to the Relevant Law, to vary the amount of Voluntary Total and Permanent Disablement Cover as nominated in Schedule Rule 10.2(a). Any Accumulation Plus Member who elects to reduce their level of Voluntary Total and Permanent Disablement Cover will not be entitled to re-apply for a higher level of cover at a future date without providing such evidence of health as the Trustee deems necessary. If such evidence of health is not provided or, if provided, it indicates that the Accumulation Plus Member is not in a good state of health, the higher level of Voluntary Total and Permanent Disablement Cover may not be granted.

10.6 A Member's Voluntary Total and Permanent Disablement Benefit is equal to the number of units of cover held by the Member multiplied by the value of those units. The value of a unit at any time is the amount determined in writing by the Trustee. The Trustee may:

- (a) reduce an amount; or
- (b) suspend payment of an amount,

otherwise payable under this Schedule and substitute the suspended amount with another amount determined in writing by the Trustee.

11. Optional forms of a benefit payment to an Accumulation Plus Member

11.1 An Accumulation Plus Member entitled to a benefit in terms of Schedule Rule 8 may direct the Trustee to pay part or all of such benefit to an Approved Benefit Arrangement. Despite this, the lump sum benefit may, subject to the Relevant Law, be paid to the Accumulation Plus Member as the Trustee determines.

12. Allocated Pensions and Transition to Retirement Income Streams

12.1 Without limiting the circumstances in which an application for an Allocated Pension or (if applicable) a Transition to Retirement Income Stream may be made under Division 3, an Accumulation Plus Member or a Dependant of an Accumulation Plus Member entitled to a benefit in terms of Schedule Rule 8 may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be paid in the form of an Allocated Pension or (if applicable) a Transition to Retirement Income Stream. Subject to the Relevant Law the Trustee may, on receipt of an application, pay the benefit in accordance with Division 3.

13. Retained Benefits

13.1 An Accumulation Plus Member or, subject to the Relevant Law, a Dependant of an Accumulation Plus Member entitled to a benefit in terms of Schedule Rule 8 may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be retained in the Fund. The Trustee may, on receipt of such an application or without an application and of its own motion:

- (a) retain the benefit and subsequently pay it in accordance with the requirements contained in this Deed; or
- (b) with the Trustee's approval and subject to such terms and conditions as it shall determine, allocate or transfer all or part of the benefit to Schedule 2 of Division 5.

Schedule A3 – Maritime Accumulation Basic

1. Interpretation

- 1.1 This Schedule comprises part of the Rules of the Stevedores Division.
- 1.2 The Deed, and the Stevedores Rules, shall be read as though they form part of this Schedule, but on the basis that:
- (a) a reference to a “Member” shall be construed as a reference to an “Accumulation Basic Member” as defined in Schedule Rule 2, as relevant;
 - (b) a reference to “Full Participating Employer” shall be construed as a reference to “Participating Employer” as required in Stevedores Rules 9 and 10;
 - (c) a reference to an “Accumulation Basic Member”, an “Accumulation Plus Member” or a “Member” shall be construed as a reference to an “Accumulation Basic Member” in Stevedores Rules 7, 8 and 9;
 - (d) a reference in Stevedores Rule 10:
 - (i) to Schedule A1 Rules 6 and 9 and Stevedores Rule 6, shall be construed as a reference to Schedule Rules 7.3 and 7.4 and Stevedores Rule 6; and
 - (ii) to Schedule A1 Rules 5, 6 and 9, shall be construed as a reference to Schedule Rule 7.1 to 7.4 and Stevedores Rule 6.
 - (e) Stevedores Rule 12 applies as if the reference to a benefit pursuant to a specified Rule includes the equivalent or corresponding benefit under this Schedule.

2. Definitions

- 2.1 For the purposes of this Schedule, unless the context requires otherwise. “Accumulation Basic Member” means:
- (a) any Member of the Stevedores Division as at 12 October 2004 whose benefit entitlement in the Fund would have been calculated under what was Schedule 1 on that date (and is now this Schedule A3); and
 - (b) any other person who is admitted to membership of the Fund after 12 October 2004 under Schedule Rule 3; and
 - (c) who has not ceased to be an Accumulation Basic Member.

“**Accumulation Basic Member’s Accrued Retirement Benefit**”, at a time, means, in respect of an Accumulation Basic Member, an amount equal to the sum of the balances at that time of:

- (a) the Accumulation Basic Member’s Employer Contribution Account; and
- (b) the Accumulation Basic Member’s Voluntary Contribution Account.

“**Accumulation Basic Member's Death Benefit**” means a lump sum payable in respect of an Accumulation Basic Member pursuant to Schedule Rule 9.1(c) equal to the Accumulation Basic Member's Accrued Retirement Benefit plus:

- (a) if the Accumulation Basic Member was employed by a Full Participating Employer:

- (i) a Full Participating Employer has paid all amounts due to be paid by it under Stevedores Rule 6; and
- (ii) the Accumulation Basic Member died on or after 12 December 2007; or
- (b) if the Accumulation Basic Member was not employed by a Full Participating Employer but was employed by a Participating Employer:
 - (i) a Participating Employer has paid all amounts that were open to be paid by it under Stevedores Rule 6; and
 - (ii) the Accumulation Basic Member died on or after the SRF Merger Date, the amount of the Basic Death Benefit.

“Accumulation Basic Member's Early Retirement Benefit” means a lump sum payable to an Accumulation Basic Member pursuant to Schedule Rule 9.1(b) equal to the Accumulation Basic Member's Accrued Retirement Benefit.

“Accumulation Basic Member's Employer Contribution Account” means an account maintained pursuant to Schedule Rule 5.1(a).

“Accumulation Basic Member's Normal Retirement Benefit” means a lump sum payable to an Accumulation Basic Member pursuant to Schedule Rule 9.1(a) equal to the Accumulation Basic Member's Accrued Retirement Benefit.

“Accumulation Basic Member's Total and Permanent Disablement Benefit” means a lump sum payable to an Accumulation Basic Member pursuant to Schedule Rule 9.1(d) equal to the Accumulation Basic Member's Death Benefit, calculated as if the Accumulation Basic Member had died on the date that the Trustee determines as being the date the Accumulation Basic Member became totally and permanently disabled but excluding any Basic Death Benefit.

“Accumulation Basic Member's Voluntary Contribution Account” means an account maintained pursuant to the terms of Schedule Rule 5.1(b).

“Accumulation Basic Member's Withdrawal Benefit” means a lump sum payable to an Accumulation Basic Member pursuant to Schedule Rule 9.1(e) equal to the Accumulation Basic Member's Accrued Retirement Benefit.

“Basic Death Benefit” means a benefit payable by the Trustee where the amount payable is determined under Schedule Rule 15.

“Participating Employer” means an employer which:

- (a) has applied to the Trustee for admission as a Participating Employer by completing an application in, or substantially to the effect of, a form approved by the Trustee; and
- (b) has agreed to contribute from time to time such amounts to the Fund as are required by this Schedule and in such manner and subject to such conditions (which conditions may be general or specific to a particular employer or class of employer) as the Trustee may approve in respect of those employees who become Accumulation Basic Members; and
- (c) has, in the exercise of the Trustee's discretion, been admitted to the Fund by the Trustee.

“Schedule Rule” means a Rule under this Schedule A3 of Division 6.

3. Eligibility and membership

3.1 The Trustee may admit a person as an Accumulation Basic Member if the person, or their employer, applies to the Trustee in a form approved by the Trustee, or if the Trustee otherwise permits, and the person is:

- (a) an employee of a Full Participating Employer who is not an Employee or a Permanent Employee;
- (b) a Permanent Employee or Permanent Part-Time Employee of a Full Participating Employer whose application to become an Accumulation Plus Member has been rejected by the Trustee;
- (c) a member of the Maritime Union in respect of whom a Participating Employer makes or has agreed to make contributions to the Fund; or
- (d) an employee of a Participating Employer, who has been approved by the Trustee, in respect of whom a Participating Employer makes or has agreed to make contributions to the Fund.

3.2 [Deleted]

3.3 A person shall be deemed to have become an Accumulation Basic Member on the date, following approval by the Trustee if required, on which the relevant Full Participating Employer, or Participating Employer first makes a contribution to the Fund in respect of that person.

3.4 Despite Schedule Rule 3.3, the Trustee may admit a person as an Accumulation Basic Member with effect from such date, and on such terms and conditions, as the Trustee considers appropriate, including the person being treated as having the rights, entitlements and obligations they would have had under the Rules and this Schedule if they had become an Accumulation Basic Member from an earlier date.

3.5 If the Trustee does not receive any contributions from an “employer-sponsor” (within the meaning of the SIS Act) in respect of an Accumulation Basic Member within a period determined by the Trustee of that person becoming an Accumulation Basic Member, the Trustee may terminate that person’s membership under this Schedule A3 and update the Register of Members accordingly.

4. [Deleted]

5. Accumulation Basic Member's accounts

5.1 Subject to this Schedule Rule 5.1, the Trustee shall maintain the following accounts in respect of each Accumulation Basic Member:

- (a) an Accumulation Basic Member's Employer Contribution Account to which is credited:
 - (i) contributions made in accordance with Schedule Rules 7.3 and 7.6;
 - (ii) transfers made pursuant to clause 12; and

- (iii) Credited Interest, where the amount of Credited Interest may vary depending on matters including any election the Accumulation Basic Member may have made or any determination the Trustee may have made regarding the investment of the Accumulation Basic Member's Employer Contribution Account;
- (b) an Accumulation Basic Member's Voluntary Contribution Account to which is credited:
 - (i) contributions made in accordance with Schedule Rule 6;
 - (ii) transfers made pursuant to clause 12;
 - (iii) any other amount to which the Trustee determines the Accumulation Basic Member is entitled in accordance with Relevant Law or other legislation, or which the Trustee determines is otherwise attributable to the Accumulation Basic Member and should be credited; and
 - (iv) Credited Interest, where the amount of Credited Interest may vary depending on matters including any election the Accumulation Basic Member may have made or any determination the Trustee may have made regarding the investment of the Accumulation Basic Member's Voluntary Contribution Account.

However, the Trustee may maintain the Employer Contribution Account and the Voluntary Contribution Account for an Accumulation Basic Member as a single account, so long as the Trustee is able to determine how much of the account's balance from time to time is referable to contributions made in accordance with Schedule Rules 7.3 and 7.6 and how much is referable to contributions made in accordance with Schedule Rule 6.

5.2 [Deleted]

5.3 Each such account shall be debited with the amount of such provision as the Trustee may make for the costs and expenses relating to the management and administration of the Fund and for the payment of such Surcharge amounts payable in respect of the Accumulation Basic Member and of such tax, duty or other impost in relation to the income of the Fund or otherwise as the Trustee may determine, and with any other amount which the Trustee determines is attributable to the Accumulation Basic Member and should be debited.

6. Accumulation Basic Member's Voluntary Contributions

6.1 An Accumulation Basic Member may with the Trustee's approval and subject to such terms and conditions as the Trustee shall determine, make voluntary contributions to the Fund which shall be credited to the relevant Accumulation Basic Member's Voluntary Contribution Account.

7. Payment of Voluntary Contributions

- 7.1 Contributions made by an Accumulation Basic Member in accordance with Schedule Rule 6 are to be paid to the Trustee for and on behalf of the Accumulation Basic Member and may be made:
- (a) by deduction from the Accumulation Basic Member's wages by the Accumulation Basic Member's employer, the amount of such contribution being paid in accordance with the Relevant Law by the Participating Employer or Full Participating Employer; or
 - (b) with the agreement of the Trustee, by a Full Participating Employer or Participating Employer on behalf of an Accumulation Basic Member; or

(c) by the Accumulation Basic Member as a lump sum from time to time.

7.2 [Deleted]

7.3 In respect of each Accumulation Basic Member employed by a Full Participating Employer or Participating Employer, that employer shall, at the times required by law, contribute such amount as required by law.

7.4 [Deleted]

7.5 [Deleted]

7.6 Any amounts paid by a Full Participating Employer or Participating Employer under Schedule Rule 7.1(b) shall be in addition to the amounts required to be paid under Schedule Rule 7.3.

8. Participating Employers

8.1 The Trustee may resolve that a Participating Employer shall cease to be a Participating Employer if a Participating Employer fails to pay to the Trustee, within 28 days after the Trustee makes demand for such payment, the amount of any contribution which a Participating Employer is bound to make in accordance with this Schedule.

9. Benefits payable to an Accumulation Basic Member

9.1 An Accumulation Basic Member is entitled to the following benefits:

- (a) an Accumulation Basic Member who retires on or after the Member's Normal Retiring Age shall be entitled to receive an Accumulation Basic Member's Normal Retirement Benefit;
- (b) an Accumulation Basic Member who retires prior to the Member's Normal Retiring Age at the Member's own option after attaining the age of 55 years shall be entitled to receive an Accumulation Basic Member's Early Retirement Benefit;
- (c) on the death of an Accumulation Basic Member whilst in the employment of a Full Participating Employer or Participating Employer an Accumulation Basic Member's Death Benefit shall be payable. Subject to the Relevant Law, the Trustee, acting under the provisions of Section 295-485 of the Income Tax Assessment Act 1997 (Cth), may augment the amount of any benefit paid on the death of an Accumulation Basic Member in accordance with this Schedule Rule 9, PROVIDED THAT the Trustee is satisfied that the Full Participating Employer or the Participating Employer is not required to contribute to the Fund any additional amount to provide such augmented benefit. Such benefit shall be paid by the Trustee in accordance with clause 13 of the Deed;
- (d) an Accumulation Basic Member:
 - (i) who ceases to be in the employment of a Full Participating Employer or Participating Employer prior to the Normal Retiring Age on the ground that the Member's physical or mental condition is such that the Member is incapable of performing the Member's duties satisfactorily or is a danger to others;
 - (ii) whom at least two medical practitioners appointed by the Trustee certify is never likely in their opinion to be capable of working again in any industry; and

- (iii) who has not received or is not entitled to receive a benefit under any other provision of this Schedule Rule 9,

shall be entitled to receive an Accumulation Basic Member's Total and Permanent Disablement Benefit; and

- (e) on ceasing to be employed by any Full Participating Employer or Participating Employer to the satisfaction of the Trustee, an Accumulation Basic Member who is not entitled to receive a benefit pursuant to Schedule Rules 9.1(a), 9.1(b), 9.1(c) and 9.1(d) shall be entitled to receive an Accumulation Basic Member's Withdrawal Benefit.

10. Optional forms of a benefit payment to an Accumulation Basic Member

- 10.1 An Accumulation Basic Member entitled to a benefit in terms of Schedule Rule 9 may direct the Trustee to pay part or all of such benefit to an Approved Benefit Arrangement. Despite this, the lump sum benefit may, subject to the Relevant Law, be paid as the Trustee determines to the Accumulation Basic Member.

11. Allocated Pensions and Transition to Retirement Income Streams

- 11.1 Without limiting the circumstances in which an application for an Allocated Pension or (if applicable) a Transition to Retirement Income Stream may be made under Division 3, an Accumulation Basic Member or a Dependant of such a person entitled to a benefit in terms of Schedule Rule 9 may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be paid in the form of an Allocated Pension or (if applicable) a Transition to Retirement Income Stream. Subject to the Relevant Law the Trustee may, on receipt of an application, pay the benefit in accordance with the requirements contained in Division 3.

12. Retained Benefits

- 12.1 An Accumulation Basic Member or, subject to the Relevant Law, a Dependant of such a person entitled to a benefit in terms of Schedule Rule 9 may apply to the Trustee, in a form approved by the Trustee, for the whole or part of the benefit to be retained in the Fund. The Trustee may, on receipt of such an application or without an application and of its own motion:
 - (a) retain the benefit and subsequently pay it in accordance with the requirements contained in this Deed; or
 - (b) with the Trustee's approval and subject to such terms and conditions as it shall determine, allocate or transfer all or part of the benefit to Schedule 2 of Division 5.

13. Application of Schedule A4

- 13.1 In spite of anything else in this Schedule or the Rules, a Participating Employer that is not a Full Participating Employer as defined in Stevedores Rule 3 shall not be entitled to participate in meetings of Full Participating Employers convened under Schedule A4.

14. [Deleted]

15. Basic Death Benefit

- 15.1 An Accumulation Basic Member's Basic Death Benefit is equal to the amount determined in writing by the Trustee. The Trustee may:

- (a) reduce an amount; or
- (b) suspend payment of an amount,

otherwise payable under this Schedule and substitute the suspended amount with another amount determined in writing by the Trustee.

Schedule A4 – Decisions by Full Participating Employers

1. Purpose of Schedule

- 1.1 The Rules contained in this Schedule A4 govern the manner in which a Special Resolution of Full Participating Employers where required by the Rules is to be obtained.
- 1.2 Except where the context otherwise requires, a reference to a Rule is a reference to a Rule in this Schedule A4.
- 1.3 This Schedule forms part of the Rules of, and only applies in respect of, the Stevedores Division.
- 1.4 “**Schedule Rule**” means a Rule under this Schedule A4 of Division 6.

2. Appointment of Representative

- 2.1 Each Full Participating Employer shall be entitled to appoint one person as its representative to attend and vote at meetings of Full Participating Employers.
- 2.2 The Full Participating Employer shall notify its representative by notice in writing delivered to the Chairperson of representatives (Chairperson). Such notice shall remain valid unless and until:
 - (a) the Full Participating Employer ceases to be a Full Participating Employer under the Rules; or
 - (b) the representative ceases to be eligible to act as a representative under Schedule Rule 2.3 or the Full Participating Employer removes its representative by notice in writing to the Chairperson, in which case the Full Participating Employer may appoint another representative by notice in writing to the Chairperson.
- 2.3 A person shall be eligible to be appointed as the representative of a Full Participating Employer only if he or she:
 - (a) is an employee or director of the Full Participating Employer or of a company which is a holding company of the Full Participating Employer within the meaning of the Corporations Law; and
 - (b) has been nominated in writing as the representative of the Full Participating Employer in accordance with Schedule Rule 2.1.

3. Appointment of Alternate Representative

- 3.1 A Full Participating Employer may, by written notice to the Chairperson, appoint a person to be an alternate representative, who may attend and vote at meetings of the Full Participating Employers in place of the Full Participating Employer’s representative appointed under Schedule Rule 2.1.
- 3.2 Any such appointment shall have effect unless and until:
 - (a) the Full Participating Employer ceases to be a Full Participating Employer under the Rules;
 - (b) the alternate representative ceases to be eligible to act as an alternate representative under Schedule Rule 3.3; or

- (c) the Full Participating Employer removes the alternate representative by notice in writing to the Chairperson, in which case the Full Participating Employer may appoint another alternate representative by notice in writing to the Chairperson.
- 3.3 A person shall only be eligible to be appointed as an alternate representative of a Full Participating Employer only if he or she:
- (a) is an employee or director of a Full Participating Employer or of a company which is a holding company of the Full Participating Employer within the meaning of the Corporations Law;
 - (b) has been nominated in writing as the alternate representative of the Full Participating Employer in accordance with Schedule Rule 3.1.
- 3.4 A person may act as an alternate representative of more than one Full Participating Employer and while the person is so acting shall be entitled to a separate vote for each Full Participating Employer that the person is representing.
- 3.5 An alternate representative of a Full Participating Employer shall be counted as a representative for the purposes of reckoning whether a quorum is present at any meeting of the Full Participating Employers attended by him or her at which the alternate representative is entitled to vote.

4. Convening of Meetings

- 4.1 A meeting of representatives may be convened by the Chairperson of representatives.
- 4.2 The Chairperson must convene a meeting of representatives on receiving a written requisition from at least two Full Participating Employers.
- 4.3 Subject to these Rules each Full Participating Employer is entitled to notice of each meeting and to have a representative present and to speak at that meeting.

5. Notice of Meetings

- 5.1 A meeting of representatives of Full Participating Employers may be convened by the Chairperson giving at least 21 days' notice in writing.
- 5.2 A notice of meeting must specify:
- (a) the place, day and hour of the meeting;
 - (b) the general nature of the business to be transacted; and
 - (c) the number of votes which the representatives of that Full Participating Employer will be entitled to cast in a ballot pursuant to Schedule Rule 8.
- 5.3 The representatives may meet in person or, if agreed, by telephone or other instantaneous means of conferring for the dispatch of business (or by any combination of those means) which allows each representative to hear and be heard by each other person at the meeting and a person entitled to be present at the meeting who can so hear and be heard is present at that meeting.
- 5.4 The Chairperson of the meeting of representatives at which a quorum is present may, with the consent of the majority of those present at the meeting and must, if so directed by the

majority present at that meeting, adjourn the meeting from time to time and from place to place.

- 5.5 No notice need be given of an adjourned meeting (or of the business to be transacted at it) except if the meeting is adjourned for more than 21 days, in which case, notice of the adjourned meeting must be given as if it were notice of the original meeting.
- 5.6 Where notice of a meeting has been given the Chairperson may by notice given to all persons entitled to be given notice of the meeting postpone or cancel that meeting.

6. Proceedings at Meetings

- 6.1 No business may be transacted at a meeting of representatives unless a quorum of at least 3 Full Participating Employers are represented by a representative or representatives or by an alternate representative or alternate representatives.
- 6.2 If a quorum is not present within 15 minutes from the time appointed for a meeting the meeting stands adjourned to the day time and place that the Chairperson may determine or if no determination is made by the Chairperson to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting is dissolved.

7. Appointment of Chairperson

- 7.1 The right to appoint the Chairperson and the Deputy Chairperson is vested collectively in a group constituted from time to time by any director or other authorised officer of each of the following companies:

- (a) Patrick Stevedores Operations Pty Limited (ACN 065 375 840);
- (b) Patrick Stevedores Holdings Pty Limited (ABN 63 060 462 919);
- (c) DP World Australia Limited (ABN 52 000 049 301); and
- (d) P&O Automotive and General Stevedores Pty Limited (ACN 123 021 492),

and the members of the group so constituted may exercise this right by such method and in accordance with such regulation and procedures as may be determined from time to time by them. If a company identified in this Schedule Rule ceases to be a Full Participating Employer, then from that time it will be disregarded for the purposes of this Schedule Rule, which will otherwise continue to apply according to its terms.

- 7.2 The term of appointment of a Chairperson or Deputy Chairperson is four years.
- 7.3 A person shall be eligible for appointment as the Chairperson or the Deputy Chairperson only if the person is a Class B Director (within the meaning of the Trustee's Constitution).
- 7.4 The office of the Chairperson or the Deputy Chairperson automatically becomes vacant if:
- (a) the term of appointment for which the person was appointed expires;
 - (b) the person resigns in writing to the Trustee from the office of Chairperson or Deputy Chairperson (as the case may be);
 - (c) the person ceases to be a Class B Director pursuant to the Trustee's Constitution; or
 - (d) the person becomes a Member of the Fund.

7.5 Where a meeting of representatives is held and:

- (a) a Chairperson has not been appointed under this Schedule Rule 7 or the Chairperson is not present within 15 minutes of the time appointed for the holding of the meeting or is unwilling to act; and
- (b) a Deputy Chairperson has not been appointed under this Schedule Rule 7 or the Deputy Chairperson is not present within 15 minutes of the time appointed for the holding of the meeting or is unwilling to act,

the representatives and/or alternate representatives present at the meeting may choose one of their number to be Chairperson at that meeting.

7.6 Under no circumstances does the Chairperson of a meeting have a casting vote.

8. Decisions on Ballot

8.1 Every Special Resolution dealt with at a meeting of representatives is to be decided upon a ballot in accordance with this Schedule Rule.

8.2 Each representative of a Full Participating Employer shall have a right to cast a number of votes equal to the percentage represented by the following formula:

$$\frac{\text{The relevant Full Participating Employer's contribution}}{\text{The total contribution by all Full Participating Employers}}$$

Where "contribution" for the purposes of this Schedule Rule represents a Full Participating Employers contribution to the Fund or contributions deemed to be paid to the Fund, under Schedule A1 Rule 6.1 of these Rules in respect of its Employees during the period of six months ending on the last day of the full calendar month falling immediately prior to the date on which written notice of the meeting of representatives of Full Participating Employers was given.

8.3 Any Special Resolution of Full Participating Employers shall require a vote of at least 75% determined in accordance with Schedule Rule 8.2 of the votes of Full Participating Employers present and voting on the question or resolution.

8.4 Notwithstanding Schedule Rules 8.2 and 8.3 the percentage required to pass a decision and the rules as to a ballot may be departed from generally or in relation to any particular business if agreed by a unanimous resolution of representatives present at a meeting convened by any such representatives (by notice to the Chairperson), of which not less than 21 days' notice has been given. A meeting for the purpose of this Schedule Rule shall be held, as far as is applicable, in accordance with the relevant provisions of these Rules concerning the holding of meetings.

9. Resolutions

9.1 A resolution in writing signed by each Full Participating Employer is as valid and effective as if that resolution had been passed at a meeting of representatives of Full Participating Employers.

9.2 For the purposes of this Rule two or more documents in identical terms each signed by one or more Full Participating Employers are to be treated as one document provided that:

- (a) each document is delivered to the Chairperson or a legible copy of it is received by the Chairperson; and
- (b) where more than one Full Participating Employer signs the document the date of execution of the document by each Full Participating Employer is set out,

and the date of the resolution is the last date of execution of each of those documents by a Full Participating Employer.

- 9.3 A resolution signed by the representative appointed by a Full Participating Employer or by a duly authorised officer of the Full Participating Employer shall be accepted as evidence of signing of that resolution by the Full Participating Employer.

Division 7 – Seafarers Division

Seafarers Rules

1. Seafarers Division Rules

1.1 This Seafarers Division is governed by Section 1 of the Deed and the Rules as contained in the Schedules to this Division.

2. [Deleted]

3. Definitions

3.1 In these Seafarers Rules, unless the context requires otherwise.

“**Contributory Member**” has the meaning given to it in Rule 3 of Schedule B1.

“**Contribution Account**” means each Member Account, Rollover Account, , Voluntary Contribution Account, Three Percent Accumulation Account kept under Schedule B3 and (where relevant in the case of a Seafarers Part Member) Seafarers Part Member Account and Seafarers Part Additional Account.

“**Date of Disablement**” in relation to a Member and any state of Total and Permanent Disablement, Terminal Medical Condition or other disablement (as the case may be) giving rise to a benefit, means the date applicable for the purposes of the insurance policy (if any) applicable to that Member in respect of the payment of benefits on the Member's Total and Permanent Disablement, Total Disablement, Terminal Medical Condition or other disablement or, in the absence of an applicable date, the date (if any) as the Trustee may declare to be the Member's Date of Disablement for the purposes of the whole or any particular provision of these Rules.

“**Employee**” means:

- (a) a person (including a former Registered Employee or a Non-registered Employee) whom the Trustee is satisfied is following the maritime industry as a full-time occupation; or
- (b) any other person nominated by an Employer for membership of this Division; or
- (c) any other person approved by the Trustee for membership of this Division.

If any question or dispute arises as to the date on which a person ceases to be an Employee, the Trustee shall determine that date.

“**Engagement System**” means the former Marine Cooks, Marine Stewards and Seamen's Engagement System in Schedule X of the *Maritime Industry Seagoing Award 1983*, or any predecessor of such Engagement System.

“**Former SRF Fund Member**” means a former member of the SRF Fund immediately before the SRF Merger Date who became a Member of the Fund in connection with the merger and successor fund transfer as at the SRF Merger Date other than a Pre-Merger SRF Allocated Pension Member or a Pre- Merger SRF TTR Stream Member.

“**Former SRF Fund Rules**” means the Trust Deed dated 9 February 1973 (as amended) establishing the SRF Fund.

“Majority of Seafarers Participating Employers” means any group of Seafarers Participating Employers which as a group employ more than 50% of the Members of the Seafarers Division who are Employees at the relevant date and which may comprise different combinations of Seafarers Participating Employers for any particular purpose. If a particular matter or issue relates only to a particular Part or Parts of the Seafarers Division, the reference to “50% of the members of the Seafarers Division” is to be read as “50% of the members of the relevant Part or Parts”.

“Maritime Union” means the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union as registered under the Fair Work (Registered Organisations) Act 2009 (Cth) or any registered organisation that may supersede that division.

“Member” means a member of this Division, including a member of a Part of this Division.

“Member Account” means the account (if any) kept for a Member under Seafarers Rule 23.1(a).

“Membership Class” means in respect of a Member the Member’s class of membership within this Division as determined under Seafarers Rule 5.

“Month” means calendar month.

“Non-contributory Member” has the meaning given to it in Rule 3 of Schedule B1. **“Non-registered Employee”** means a person who prior to 28 February 1998:

- (a) was a member of the Maritime Union; and
- (b) was employed as such by a Participating Employer; and
- (c) was neither a Registered Employee nor a former Registered Employee whose registration has been cancelled or suspended because of misconduct.

“Normal Retiring Age” means age 65 or such later date up to age 75 as the relevant Participating Employer and the Member agree and notify to the Trustee.

“Participating Employer” means each Employer which has been admitted to participation in this Seafarers Division under Seafarers Rules 21.1 or otherwise under this Deed and has not been released from such participation or had such participation terminated. Where the context admits, Participating Employer in respect of any Member, shall mean that Participating Employer by which the Member is at the time employed or from which the Member is receiving or is entitled to receive leave or payments of notional leave accrued on termination of service from that Participating Employer.

“Registered Employee” means a person who prior to 28 February 1998 was a registered employee under the provisions of the Engagement System.

“Register of Members” means the register of Members kept by the Trustee.

“Rollover Account” means the account (if any) kept for a Member under Seafarers Rule 23.1(d).

“Rules” means the Deed and the rules of this Division 7.

“Seafarers Rules” mean all of the provisions of these Seafarers Rules (being Seafarers Rules 1 to 32) which, for the avoidance of doubt, does not include the provisions of the Schedules of

this Seafarers Division, and a reference to a **“Seafarers Rule”** means a reference to a Rule of these Seafarers Rules.

“Seafarers Part Additional Account” has the meaning given to **“Additional Account”** in Rule 3 of Schedule B1.

“Seafarers Part Member” has the meaning given to it in Rule 3 of Schedule B1.

“Seafarers Part Member Account” has the meaning given to **“Member Account”** in Rule 3 of Schedule B1.

“SRF Fund” means the Seafarers Retirement Fund, being the fund established under the Former SRF Fund Rules.

“SRF Merger Date” means 1 March 2009. **“Terminal Medical Condition”** in relation to a Member, has the meaning given to that term (or what the Trustee considers to be the corresponding term) under the insurance policy (if any) applicable to that Member in respect of the payment of benefits upon the Member suffering a terminal medical condition.

“Total and Permanent Disablement” in relation to a Member, has the meaning given to that term (or what the Trustee considers to be the corresponding term) under the insurance policy (if any) applicable to that Member in respect of the payment of benefits on the Member's total and permanent disablement, and **“Totally and Permanently Disabled”** has a corresponding meaning.

“Totally Disabled” in relation to a Member, has the meaning given to that term (or what the Trustee considers to be the corresponding term) under the insurance policy (if any) applicable to that member in respect of the payment of benefits or the Member's total but temporary disablement, and **“Totally Disabled”** has a corresponding meaning.

“Voluntary Contribution Account” means an account (if any) kept for a Member under Seafarers Rule 23.1(b).

“Waiting Period” in relation to a Member, has the meaning given to that term (or what the Trustee considers to be the corresponding term) under the insurance policy (if any) applicable to that Member in respect of the payment of benefits on the Member's Total Disablement.

4. Eligibility

- 4.1 Eligibility for membership of this Seafarers Division under a Schedule of this Seafarers Division is set out in, and determined under, each Schedule.

5. [Deleted]

6. [Deleted]

7. Members' contributions

- 7.1 A Member or any person on behalf of a Member may make such contributions as are allowed under clause 11 .
- 7.2 A Member who ceases to make contributions for a period greater than twelve months because she is on maternity leave shall become non-contributory but shall be entitled to apply for voluntary insurance cover.

7.3 [Deleted]

7.4 [Deleted]

General

7.5 The Participating Employer shall deduct the Member's contributions from his or her salary or wages and shall pay the contributions to the Trustee:

- (a) in the manner and at the times agreed between the Participating Employer and the Trustee; and
- (b) within any time limit imposed by the Relevant Law.

However, the Member and the Participating Employer may agree that the Member's contributions are to be paid on some other basis, whereupon the Trustee shall require that the amount of the Member's contributions is increased to take into account any tax payable by the Fund in respect of them.

7.6 The Trustee shall be entitled to direct the Participating Employer employing a Member to deduct from his or her wages or entitlements in respect of intervals of leave contributions and voluntary contributions (if any) which he or she is required or has undertaken to make under these Rules and to pay such contributions to the Trustee within any time limit imposed by the Relevant Law.

7.7 The Trustee shall not accept contributions at any time if this is inconsistent with the Relevant Law.

8. Employer contributions

8.1 Subject to the Relevant Law, an Employer shall pay in respect of each Accumulation Member employed by it the amount required from time to time to avoid liability for any charge under the Guarantee Act.

8.2 Subject to the Relevant Law, an Employer may pay any further amount for any Member with the Trustee's approval and subject to such terms and conditions as the Trustee determines from time to time.

9. Benefit entitlements

9.1 No Benefit shall be payable to or in respect of a Member until the Trustee has ascertained that the Benefit may be paid in accordance with these Rules.

10. Liability to pay out benefits

10.1 In the absence of a breach of trust, the Trustee shall not make a payment or payments to or in respect of a person which in total exceed the amount of the Division assets representing the Benefits payable in respect of that person under these Rules.

11. [Deleted]

12. Payment of Seafarers Rule 23 Contribution Account Benefits

12.1 This Seafarers Rule 12, and Seafarers Rules 13 and 14, apply to Members who have one or more Contribution Accounts under Seafarers Rule 23. For the avoidance of any doubt, these

provisions do not apply to any Seafarers Part Member in respect of their Seafarers Part Member Account, Seafarers Part Additional Account or their Insured Benefit or any Optional Insured Benefit in place under Schedule B1.

12.2 Subject to the Relevant Law, a Member's Accumulated Benefit will be payable as follows:

- (a) within 30 days (or such other period as may be determined by the Trustee from time to time) of a request in writing from the Member to the Trustee for payment of all or a nominated sum or percentage of the Member's Accumulated Benefit; and
- (b) in such other circumstances (if any) as may be determined by the Trustee from time to time.

12.3 Payments under this Seafarers Rule 12 will be made:

- (a) in accordance with any request of the Member in a manner consistent with the Relevant Law or as may be determined by the Trustee from time to time; and
- (b) on terms and conditions (if any) as may be determined by the Trustee from time to time.

13. Seafarers Rule 23 Contribution Account Total and Permanent Disablement Benefits

13.1 This Seafarers Rule applies when a Member suffers Total and Permanent Disablement.

13.2 Subject to these Rules and the Relevant Law, the benefit payable in respect of the Member is the total of:

- (a) the Member's Accumulated Benefit; and
- (b) any insurance benefit in place under clause 10.

14. Seafarers Rule 23 Contribution Account Death and Terminal Medical Condition Benefits

14.1 This Seafarers Rule 14 (other than Seafarers Rule 14.4) applies when a Member dies.

14.2 Subject to these Rules and the Relevant Law, the benefit payable in respect of the Member is the total of:

- (a) the Member's Accumulated Benefit; and
- (b) any insurance benefit in place under clause 10.

14.3 All benefits payable under this Seafarers Rule 14 (other than Seafarers Rule 14.4) will be paid in accordance with clause 13 of the Deed.

14.4 This Seafarers Rule 14.4 applies when a Member suffers a Terminal Medical Condition. Subject to these Rules and the Relevant Law, the benefit payable in respect of the Member is the total of:

- (a) the Member's Accumulated Benefit; and
- (b) any insurance benefit in place under clause 10.

If a benefit is paid under this Seafarers Rule 14.4, then:

- (c) no further contributions will be accepted into this Division by, or in respect of, the Member; and

- (d) the benefit paid under this Seafarers Rule 14.4 will be a complete discharge to the Trustee and no further benefits will be payable to, or in respect of, the Member.

15. [Deleted]

16. Payment of benefits payable

16.1 The Trustee may adjust a benefit payable to or in respect of a Member under these Rules for Credited Interest from the date the benefit becomes payable until:

- (a) in respect of any part of the benefit payable as a lump sum, the date the benefit is paid out of or transferred from the Fund; and
- (b) in the case of any part of the benefit payable as a pension, the date the first instalment of pension is paid.

16.2 Subject to the Relevant Law, a benefit payable to or in respect of a Member may be paid by instalments of such amounts, on such terms and at such times as the Trustee thinks fit.

17. Pensions

17.1 Subject to the Relevant Law, a Member entitled to a Benefit under these Rules may, within such time as the Trustee prescribes, apply in writing to convert all or part of his or her benefit to provide a pension in accordance with the requirements under Division 3.

17.2 Any pension requested under Seafarers Rule 17.1 and approved by the Trustee shall be payable in such manner and on such terms and conditions as the Member may agree with the Trustee and as are in accordance with the Relevant Law and shall be of such amount as is certified by the Actuary or calculated in accordance with the Relevant Law.

18. [Deleted]

19. [Deleted]

20. Retained Benefits

20.1 If a Member is (or may become) entitled to a benefit under these Rules:

- (a) the Member may, within such time as the Trustee prescribes, elect in writing to have all or any part of his or her benefit (or the amount representing his or her interest in the Fund) transferred to Schedule 2 of the Maritime Division, subject to any minimum amount and all such terms and conditions determined by the Trustee and notified to Members from time to time; or
- (b) subject to the Relevant Law, the Trustee may transfer all or part of the Member's benefit, subject to any minimum amount and such terms and conditions determined by the Trustee to Schedule 2 of the Maritime Division, without an election on such terms as it thinks fit.

21. Participating Employers

21.1 The Trustee may admit an Employer to participation in this Seafarers Division so that the Employees of that Employer may become Members in accordance with these Rules. The Employer shall complete any application form required by the Trustee.

21.2 [Deleted]

- 21.3 (a) The Trustee may release a Participating Employer and its Employees who are Members from participation in this Seafarers Division as from a date determined by the Trustee on such terms and conditions as the Trustee determines; and
- (b) If a Participating Employer has breached its obligations under these Rules, the Trustee may (by notice in writing to that Participating Employer and the Maritime Union) terminate that Participating Employer's participation in this Seafarers Division from such date and on such terms as the Trustee determines;

whereupon an amount deemed to represent the interest in this Seafarers Division of the Employees of such Participating Employer who are Members shall be ascertained by the Trustee and dealt with in such manner (not inconsistent with the Relevant Law) as the Trustee on the advice of the Actuary shall determine.

- 21.4 If any Member is transferred in his employment from one Participating Employer to another Participating Employer, such transfer of employment shall not be deemed to be cessation of employment or retirement for the purposes of these Rules.

22. Actuarial investigation

- 22.1 Whenever determined by the Trustee but in any event at intervals not exceeding three years, the Trustee must ensure that the Actuary carries out an actuarial investigation, and valuation of this Seafarers Division, and/or any Part of this Seafarers Division, and must provide such information as the Actuary may require for this purpose.
- 22.2 The Actuary must provide the Trustee with a written report setting out the results of the actuarial investigation and valuation. The Trustee must notify the Participating Employers covered by the report and the Maritime Union that it has received the Actuary's report as soon as practicable after the report is received and must, at the same time, notify them that they are entitled to receive a copy from the Trustee. The Trustee must give such a Participating Employer or the Maritime Union a copy of the Actuary's report on request.
- 22.3 The Trustee may act on the Actuary's report in such manner as it thinks fit and, without limitation, may:
- (a) determine the amounts or rates of contribution required from any Participating Employer to ensure the proper solvency of this Seafarers Division or any Part; and/or
- (b) adjust the benefits provided from the Seafarers Division or any Part for any Member.
- 22.4 Where the Trustee determines the contributions required of any Participating Employer, and/or adjusts the benefits of any Member, under this Seafarers Rule 22:
- (a) the affected Participating Employers shall be required to make those contributions to this Seafarers Division or Part in accordance with the Trustee's determination;
- (b) the adjusted benefits shall be substituted for the benefits of the affected Members provided for in these Rules and the provisions of these Rules shall apply to those adjusted benefits accordingly; and
- (c) the Trustee shall as soon as practicable notify the affected Members of the adjustments to their benefits.

22.5 The Trustee shall obtain certificates from the Actuary on the matters and at the times stipulated in the Relevant Law.

22.6 Nothing in this Seafarers Rule 22 limits Rule 6 of Schedule B1.

23. Contribution Accounts

23.1 The Trustee shall record for each Member as appropriate:

- (a) in a Member Account – contributions received by the Trustee by or in respect of the Member other than those paid into the Member's Voluntary Contribution Account under Seafarers Rule 23.1(b);
- (b) in a Voluntary Contribution Account - contributions paid by the Member under Seafarers Rule 7.1, in accordance with clause 11 of this Deed or by an Employer for the Member under Seafarers Rule 8.2; or
- (c) in a Rollover Account - any amount accepted by the Trustee under clause 12 which the Trustee decides to credit to this Account.

23.2 The Trustee may establish any one or more of the above accounts for a Member (regardless of whether or not the particular categories of contributions or other amounts referred to above are made in respect of the Member). The Trustee must credit any contributions made in respect of a Member to one or more of the accounts maintained under this Seafarers Rule 23, unless these Rules provide otherwise. The Trustee may determine the account or accounts to which a contribution will be credited and the proportion of the contribution to be credited to each account.

24. Operation of Contribution Accounts

24.1 Subject to these Rules, the Trustee shall also record in each Contribution Account as appropriate:

- (a) amounts debited to the Account for tax or other expenses (including anticipated tax or expenses);
- (b) Credited Interest calculated in respect of the Account;
- (c) amounts paid as benefits or transferred to an Approved Benefit Arrangement or otherwise from the Account;
- (d) any Government co-contributions or Superannuation Guarantee shortfall components in respect of the Member; and
- (e) any other amounts which the Trustee decides to debit or credit to the Account.

24.2 The Trustee may set up and operate sub-accounts in any Account in such manner as it considers appropriate.

25. [Deleted]

26. [Deleted]

27. Application of other Contribution Accounts

- 27.1 If a Member is entitled to the balance in the Member's Contribution Accounts, under this Schedule the Trustee may subject to the Relevant Law and at the request of the Member:
- (a) make one or more cash payments to the Member or at the direction of the Member;
 - (b) allocate all or any part of the balance to pay a pension under Seafarers Rule 17;
 - (c) allocate all or any part of the balance to provide an Allocated Pension or Transition to Retirement Income Stream under Division 3; or
 - (d) make a transfer to an Approved Benefit Arrangement,
- or may make a transfer to an Approved Benefit Arrangement without the consent of the Member if permitted by the Relevant Law.

28. Termination of Seafarers Division

- 28.1 The Trustee may terminate this Seafarers Division on such date as it chooses if the Trustee believes the termination desirable from the point of view of the Members and a Majority of Seafarers Participating Employers consent and this Seafarers Division will terminate if the trusts declared by these Rules otherwise terminate.
- 28.2 If this Seafarers Division terminates under this Seafarers Rule 28, then this Seafarers Division shall be realised by the Trustee and the proceeds of such realisation shall be applied by the Trustee as follows:
- (a) Firstly, in paying the costs, charges and expenses of winding-up this Seafarers Division, so far as they are not paid by the Employers.
 - (b) Secondly, in the case of Members who are Employees and who have reached Normal Retiring Age at the date of winding-up, in providing for their benefit the amounts they would have received under these Rules if they had retired on the date of winding-up.
 - (c) Thirdly, in the case of Members who are Employees to whom Seafarers Rule 28.2(b) above does not apply, in providing for their benefit the amounts they would need to have received under these Rules if they had left service at the date of winding-up, as determined by the Trustee on the advice of the Actuary, in order to satisfy the obligations of the Employers under the Guarantee Act.
 - (d) Fourthly, the case of Members who are Employees to whom Seafarers Rule 28.2(b) above does not apply, in providing for their benefit the amounts they would have received under Rule 10 of Schedule B1 if they had left service at the date of winding-up to the extent that these amounts have not been provided under Seafarers Rule 28.2(c) above.
 - (e) Fifthly, in providing further benefits for Members of such amount and in such manner as the Actuary (having regard to the circumstances including any benefits provided under Seafarers Rule 28.2(b), (c) and (d) above) shall certify as being fair and equitable,

provided that if the assets of this Seafarers Division upon realisation are insufficient to meet the total of the amounts payable under a particular paragraph above at the date of winding-up, then the sum realised shall be divided among or in respect of all Members described in that paragraph in a manner determined by the Trustee on the advice of the Actuary so long as this satisfies the Relevant Law.

28.3 Benefits described in Seafarers Rules 28.2(b) to (f) shall be provided by one or more of the following means or any combination thereof as the Trustee determines:

- (a) subject to obtaining consent by the trustees of any superannuation fund or similar arrangement of which Members may become members, by transfer of the whole or part of the proportion of this Seafarers Division required to provide benefits in terms of Seafarers Rules 28.2(b) to (f) to such superannuation fund or arrangement;
- (b) by the purchase of deferred annuities or other policies from one or more life companies;
- (c) by payment to the Member concerned,

provided that no payment shall be made to a Member whilst he or she is an Employee and has not reached Normal Retiring Age except for payments which are not prohibited by the Relevant Law and which are made for the maintenance and support of the Member and his Dependents to the extent that such payments may be necessary to relieve hardship.

29. Establishment of separate Seafarers Division Parts

29.1 The Trustee may by deed or written document:

- (a) establish one or more separate Parts of this Seafarers Division;
- (b) combine, sub-divide or terminate Parts;
- (c) name a Part or change the name of Parts; and
- (d) prescribe rules governing a Part. Any such rules will form part of these Rules and may be varied in accordance with clause 14 of the Deed.

29.2 Notwithstanding any other provision of these Rules:

- (a) a Part will not constitute a separate complying superannuation fund; and
- (b) all Parts taken together will constitute this Seafarers Division.

29.3 The Trustee may, but is not required to, segregate some or all the assets and liabilities of a Part from the other Parts. The Trustee must in any event keep records identifying the assets and liabilities referable to each Part (or, if referable to more than one Part, to the applicable Parts and the respective proportions referable to each), and in this respect the Trustee's determination will be conclusive.

29.4 Where the Trustee segregates some or all of the assets and liabilities of a Part under Seafarers Rule 29.3, the liabilities referable to that Part (including benefit entitlements) may only be met from assets referable to that Part (as determined by the Trustee under Seafarers Rule 29.3). Assets referable to one Part will not be available to meet liabilities which are referable to:

- (a) any other Part;
- (b) other Divisions; or
- (c) the Fund (except to the extent that such liabilities relate to the relevant Part).

This Seafarers Rule 29.4 applies even if the assets referable to a particular Part are insufficient to meet the liabilities (including benefit entitlements) of that Part. This Seafarers Rule 29.4 does not limit the Trustee's right to be indemnified to any

particular part of the Fund.

- 29.5 A Member may be a member of more than one Part. A Member's rights and benefits in respect of a particular Part will be determined solely with regard to the provisions of these Rules applying to that particular Part.
- 29.6 The Trustee may resolve to establish classes of membership within a Part and may determine the rights, obligations and liabilities applying in respect of Members of the respective classes. The Trustee may allocate Members to classes, transfer Members between classes and combine or terminate classes. If there is more than one class within a Part, Seafarers Rules 29.3 and 29.4 will apply in respect of the assets and liabilities of each class as if each class were a separate Part.
- 29.7 The Trustee may, in its discretion, give a name to two or more Parts which the Trustee considers to be related and may change that name from time to time.
- 29.8 The Trustee may form a committee in respect of one or more related Parts comprising such representatives and having such functions as the Trustee may determine.

30. Funding of uninsured benefits

- 30.1 This Seafarers Rule 30 applies if the Trustee determines that certain assets of this Seafarers Division or of a Part are to be available to meet a part of:
- (a) a death or Total and Permanent Disablement benefit; or
 - (b) a Terminal Medical Condition benefit; or
 - (c) a salary continuance or total and temporary disablement benefit,
- for Members of another Part, which is not, for the time being, insured by an external insurer (an "**uninsured benefit**").
- 30.2 The Trustee may from time to time deduct a benefit charge from an account of a Member and may apply the amount to this Seafarers Division or to a particular Part or to maintain a general reserve in respect of uninsured benefits. The amount of the benefit charge will be determined by the Trustee, having regard to the advice of the Actuary.
- 30.3 If the Trustee has determined pursuant to Seafarers Rule 30.1 that certain assets of a Part are to be available to pay certain uninsured benefits, Seafarers Rule 29.4 will not preclude the application of those assets to pay such benefits in respect of a Member who is not a Member of that Part.
- 30.4 The Trustee's determination as to whether or not:
- (a) a benefit is an uninsured benefit for the purposes of this Seafarers Rule 30; or
 - (b) an asset is available to pay a particular uninsured benefit,
- is conclusive and binding upon each Employer, Member and any person asserting a claim in respect of any of them.
- 30.5 The Trustee may require a Member to supply information or documents or to undergo medical examinations (including blood tests) by a medical practitioner or other person selected by the Trustee for any purpose connected with this Seafarers Division. If the Trustee considers that a Member has:

- (a) made a false, misleading or inappropriate statement; or
- (b) failed to disclose any relevant fact or information,

the Trustee may reduce or adjust any uninsured benefit payable in respect of the Member in such manner as the Trustee may determine.

30.6 The Trustee may impose special terms, including terms which restrict, reduce or adjust the uninsured benefits which would otherwise apply, having regard to:

- (a) the information and documents provided and the medical examinations (including blood tests) conducted under Seafarers Rule 30.5; and
- (b) the advice of the Actuary.

This Seafarers Rule 30.6 will not apply to a Former SRF Fund Member who was admitted to the SRF Fund before 31 May 2004.

31. Amendment

31.1 No amendment may take effect in respect the Seafarers Division which reduces the amount of any benefit that may become payable to or in respect of a Seafarers Division Member to the extent that it relates to his or her membership up to the date of the alteration without his or her consent in writing, unless that alteration to these Rules is consistent with the Relevant Law and introduced primarily for the purpose of securing exemption or relief from any tax, duty or impost in respect of income of, benefits from, contributions to or otherwise in relation to the Fund, or primarily for the purpose of complying with or conforming to present or future Relevant Law governing or regulating the maintenance or operation of superannuation, pension or like funds.

32. Notices from the Maritime Union or Full Participating Employers

32.1 For the purposes of these Rules:

- (a) a written notice signed by the National Secretary of the Maritime Union (or a duly authorised nominee) may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Union; and
- (b) a written notice signed by the Chairperson of the Full Participating Employers appointed under Schedule A4 may be taken by the Trustee as conclusive evidence of any determination, action or of any other matter referred to in the notice in relation to the Full Participating Employers.

Schedule B1 – Maritime Seafarers Part

1. Establishment of Seafarers Part

1.1 The Maritime Seafarers Part is established as a Part of the Seafarers Division.

2. Rules

2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern this Part.

3. Definitions and interpretation

3.1 For the purposes of this Schedule, unless the context requires otherwise.

“1998 Conversion Date” means 1 July 1998.

“1998 Conversion Date Member” means a Seafarers Part Member who is a Former SRF Part Member for whom a Participating Employer made contributions to the SRF Fund before the 1998 Conversion Date to provide defined benefits under the Former SRF Fund Rules as in force during that time.

“1998 Minimum Benefit” in relation to a 1998 Conversion Date Member, means the amount (if any) calculated in accordance with the following formula:

$$15\% \times BS \times CW \times R$$

Where:

'BS' is the Weekly Benchmark Salary.

'CW' in relation to the 1998 Conversion Date Member, is the total number of completed weeks of membership of the SRF Fund and this Fund as a Contributory Member.

'R' is a factor calculated by reference to the 1998 Conversion Date Member's age when they cease to be an Employee as follows:

Age at Last Birthday	R Factor (%)
34 and under	70
35	71
36	72
37	73
38	74
39	75
40	76
41	77
42	78
43	79
44	80
45	81
46	82
47	84
48	86
49	88

Age at Last Birthday	R Factor (%)
50	90
51	92
52	94
53	96
54	98
55-65	100

Where the age exceeds 34 and is not an integral number of years, the factor to be applied shall be determined by interpolation of the figures in the table above.

“2008 Conversion Date” means 1 July 2008.

“2008 Conversion Date Member” means a Seafarers Part Member who is a Former SRF Part Member for whom a Participating Employer made contributions to the SRF Fund before the 2008 Conversion Date to provide defined benefits under the Former SRF Fund Rules as in force during that time. For the avoidance of any doubt, where appropriate a 2008 Conversion Date Member can include a 1998 Conversion Date Member.

“2008 Conversion Date Rules” means the Former SRF Fund Rules in force immediately before the 2008 Conversion Date (being the Revised Rules which took effect on 1 March 2007 and were adopted on 2 November 2006).

“2008 Minimum Benefit” in relation to a 2008 Conversion Date Member, means the total (if any) of (a) and (b):

- (a) the total of the following amounts:
- (i) the total of the Participating Employer's contributions to the SRF Fund and this Fund for the Contributory Member while a Contributory Member equal to 4% of the Weekly Benchmark Salary (or, in respect of the period prior to the 2008 Conversion Date, the Weekly Benchmark Rate within the meaning of the Former SRF Fund Rules as in force during that time) less the amount of any Taxes attributable (in the opinion of the Trustee) to those contributions;
 - (ii) the total of the Contributory Member's contributions to the SRF Fund and this Fund while a Contributory Member equal to 2% of the Weekly Benchmark Salary (or, in respect of the period prior to the 2008 Conversion Date, the Weekly Benchmark Rate within the meaning of the Former SRF Fund Rules as in force during that time);
 - (iii) in respect of the period after the SRF Merger Date - Credited Interest on the amounts referred to in (i) and (ii) from time to time;
 - (iv) in respect of the period before the SRF Merger Date – interest on contributions to the SRF Fund as referred to in (i) and (ii) applied under the Former SRF Fund Rules from the date of the relevant contribution until the SRF Merger Date; and
- (b) the amount calculated in accordance with the following formula:

$$9\% \times BS \times CW \times RW$$

Where:

'BS' is the Weekly Benchmark Salary.

'CW' in relation to the Member, is the total number of completed weeks of membership of the SRF Fund and this Fund as a Contributory Member.

'RW' is a factor calculated by reference to the 2008 Conversion Date Member's age in years when they cease to be an Employee as follows:

Age at Last Birthday	RW Factor
35 and less	0.75
40	0.8125
45	0.875
50	0.9375
55 and over	1.0

and adjusted by interpolation for each intervening birthday.

"Additional Account" in relation to a Seafarers Part Member, means the account kept by the Trustee for the Seafarers Part Member under Schedule Rule 9.

"Additional Account Balance" in relation to a Seafarers Part Member, means at any particular date, the amount (if any) standing to the credit of their Additional Account at that date after all appropriate credits and debits have been made to the Additional Account.

"Additional Account Initial Credit" in relation to a 2008 Conversion Date Member, means the amount (if any) of the Member's "Additional Account Initial Credit" credited to their Additional Account in the SRF Fund as at the 2008 Conversion Date under the Former SRF Fund Rules.

"Additional Account Merger Credit" in relation to a Former SRF Part Member, means the balance (if any) of their Additional Account in the SRF Fund as at the SRF Merger Date under the Former SRF Fund Rules.

"Contributory Member" means a Former SRF Contributory Member or an Employee who has been or is deemed to have been admitted or re-admitted as a Contributory Member in terms of Schedule Rule 4 who:

- (a) is entitled to remain a Contributory Member; and
- (b) is contributing to the Fund in terms of Schedule Rule 5.1 and/or 5.2.

"DB Guarantee Condition" in relation to a 2008 Conversion Date Member, means:

- (a) in respect of the period between the 2008 Conversion Date and the SRF Merger Date – the 2008 Conversion Date Member directed the trustee of the SRF Fund to invest their Member Account in the SRF Fund at all times during that period in an investment choice option approved by the trustee from time to time for this purpose;
- (b) the 2008 Conversion Date Member directs the Trustee to invest their Member Account at all times after the 2008 Conversion Date in an investment choice option approved by the Trustee from time to time for this purpose; and
- (c) no part of the Member Account is rolled over to another superannuation fund or similar arrangement or otherwise dealt with except as approved by the Trustee from time to time for this purpose.

“Former SRF Contributory Member” means a Former SRF Fund Member who as at the SRF Merger Date was a Contributory Member of the SRF Fund under Schedule 1 of the Former SRF Fund Rules.

“Former SRF Non-contributory Member” means a Former SRF Fund Member who as at the SRF Merger Date was a Non-contributory Member of the SRF Fund under Schedule 1 of the Former SRF Fund Rules.

“Former SRF Part Member” means a Former SRF Contributory Member or a Former SRF Non-contributory Member.

“Insured Benefit” in relation to a Contributory Member, means the level determined by the Trustee from time to time as the required level of death and Total and Permanent Disablement insurance cover applicable to Contributory Members.

“Insured Benefit Premium” in relation to a Contributory Member, means the amount (if any) determined by the Trustee from time to time having regard to the cost of providing the Insured Benefit.

“Member Account” in relation to a Seafarers Part Member, means the account kept by the Trustee for the Seafarers Part Member under Schedule Rule 8.

“Member Account Balance” in relation to a Seafarers Part Member at any particular date, means the amount (if any) standing to the credit of their Member Account at that date after all appropriate credits and debits have been made to the Member Account.

“Member Account Merger Credit” in relation to a Former SRF Part Member, means the balance (if any) of their Member Account in the SRF Fund as at the SRF Merger Date under the Former SRF Fund Rules.

“Non-contributory Member” means a Former SRF Non-contributory Member or an Employee who in accordance with the Rules:

- (a) has been admitted to this Part as a Seafarers Part Member on the basis that he or she shall not pay contributions to the Fund; or
- (b) was a Contributory Member who, in the circumstances specified in Schedule Rule 5.3, 5.4, 5.5 or 5.7, is entitled to remain a Member but has ceased to make contributions to the Fund.

“Optional Insured Benefit” in relation to a Seafarers Part Member, means the amount (if any) of optional death only or death and Total and Permanent Disablement insurance cover which the Trustee and the Seafarers Part Member have agreed will be provided in respect of the Seafarers Part Member from time to time and for which the Optional Insurance Premium will be debited to the Seafarers Part Member's Additional Account.

“Optional Insurance Premium” in relation to a Seafarers Part Member who has an Optional Insured Benefit, means the amount (if any) determined by the Trustee from time to time having regard to the cost of providing the Seafarers Part Member's Optional Insured Benefit.

“Schedule Rule” means a Rule under this Schedule B1 of Division 7.

“Seafarers Part Member” and **“Seafarers Part Members”** have the meaning given to them in Schedule Rule 4.1.

“Weekly Benchmark Salary” means the relevant aggregate salary rate per week agreed between the Participating Employers and the Maritime Union from time to time.

4. Membership

Application of Part

4.1 This Part applies to the following Members until they cease to be a Member or transfer to another Part or Division:

- (a) Contributory Members; and
- (b) Non-contributory Members,

individually a **“Seafarers Part Member”** and collectively **“Seafarers Part Members”**. For the avoidance of any doubt, this includes all 2008 Conversion Date Members.

4.2 In addition, all Former SRF Fund Members who on the SRF Merger Date were members of this Seafarers Division under clause 4(b) of Schedule 1 of the Former SRF Fund Rules will be Members of this Part until they cease to be a Member or transfer to another Part or Division. The Trustee will make the appropriate entries in the Register of Members to reflect this.

Contributory Member

4.3 An Employee employed by a Participating Employer who has not attained age 75 shall be eligible to become a Contributory Member.

4.4 On receipt of an application from any Employee who is eligible to become a Contributory Member under Schedule Rule 4.3, the Trustee shall cause his or her name to be entered in the Register of Members. The Employee shall be deemed to become a Contributory Member on the earlier of:

- (a) the date upon which his or her name is entered in the Register of Members; or
- (b) if he or she has lodged such application with a person who is authorised by the Trustee to receive applications and such authorised person has endorsed the application with the date he or she received it (notwithstanding that the Employee has died before his or her name has been entered in the Register of Members), the date of such endorsement of the application.

4.5 If an Employee is eligible to become a Contributory Member and the Trustee receives contributions which are applicable to a Contributory Member from the Employee under Schedule Rule 5 and from a Participating Employer under Schedule Rule 6 but does not receive an application form under Schedule Rule 4.4, determines from time to time, then the Employee shall be deemed to become a Contributory Member on the date upon which his or her name is entered on the Register of Members.

Re-classification as a Contributory Member

4.6 A Member who:

- (a) has become a Non-contributing Member under Schedule Rule 5.3, 5.4, 5.5 or 5.7 and has not attained age 75; or
- (b) has become a Superannuation Guarantee Member under Seafarers Rule 5.3 and has not attained age 70,

may at the absolute discretion of the Trustee and on such terms and conditions as it considers appropriate be re-classified as a Contributory Member, and the Member shall from the date of re-classification commence or recommence paying contributions.

Cessation of membership as a Contributory Member or Non-contributory Member

4.7 A Member shall cease to be a Contributory Member or a Non-contributory Member when:

- (a) the Trustee determines to transfer the Member's benefit under Seafarers Rule 20.1(b); or
- (b) he or she dies; or
- (c) in the opinion of the Trustee, he or she has ceased to follow the maritime industry as a full-time occupation,

and in any case the Seafarers Part Member's benefits have been paid or transferred to or in respect of him or her by the Trustee under these Rules, provided that if a Contributory Member or a Non-contributory Member has ceased to be an Employee because his or her physical or mental condition is such that a medical practitioner appointed by the Trustee certifies that the Member is not capable of working again in any occupation or work which the Member is reasonably capable of performing by reason of education, training and experience, the Member shall be deemed to be and remain a Member in his or her former classification for the purposes of Schedule Rule 11 and Schedule Rule 12 until the Trustee has:

- (i) declined to grant a benefit to or in respect of him or her under Schedule Rule 11 or 12; or
- (ii) granted a benefit in respect of him or her under Schedule Rule 11 or 12 and paid or transferred the proceeds of such benefit to or in respect of him or her.

5. Members' contributions

Contributions

5.1 Subject to Schedule Rules 6.8 and 6.9, a Contributory Member shall:

- (a) pay in respect of each week to the Trustee 5% of the Weekly Benchmark Salary; and
- (b) not be required to pay such a contribution in respect of any week in which he or she does not receive pay in relation to his or her employment as an Employee.

Further contributions

5.2 Whenever so required by the Trustee under Schedule Rule 6.9, a Contributory Member shall pay to the Trustee each week such further contribution as may be determined by the Trustee on the advice of the Actuary.

Contributions to cease at age 75

5.3 A Contributory Member shall contribute to the Fund for so long as he or she remains an Employee of a Participating Employer, but not beyond age 75.

Contributions to cease whilst Employee of non-participating Employer

5.4 Where a Contributory Member becomes an Employee of an Employer who is not a Participating Employer, or where a Contributory Member is employed by an Employer who

ceases to be a Participating Employer, the Member shall cease paying contributions and shall become and remain a Non-contributory Member, unless thereafter and before attaining age 75 he or she again becomes an Employee of a Participating Employer, from which date he or she shall again become a Contributory Member and recommence paying contributions.

Discontinuance of contributions

5.5 A Contributory Member:

- (a) may elect to discontinue paying contributions and shall thenceforth be a Non-contributory Member for the purposes of the Fund; and
- (b) who is in arrears for a period of twelve months with his or her contributions under Schedule Rules 5.1 and/or 5.2 whilst an Employee of a Participating Employer shall thenceforth be deemed to be a Non-contributory Member for the purposes of the Fund, whereupon the Member shall be notified accordingly (unless the Member's failure to make such contributions is, in the opinion of the Trustee, due to financial hardship resulting from illness, injury or other special or extraordinary circumstances, or is the result of the neglect or default of his or her Employer in the making of such contributions by way of regular periodic deductions from his or her salary or wages as authorised by him or her).

If the Member subsequently pays all arrears of such contributions then due and owing, he or she shall be deemed to have been a Contributory Member during the period to which such arrears relate and the Trustee may again adjust the Member's benefit as it thinks fit having regard to the advice of the Actuary.

Voluntary contributions

5.6 A Contributory Member may pay any further amount with the Trustee's approval and subject to such terms and conditions as it shall determine.

Contributions to cease when Employee ceases employment

5.7 Any Contributory Member who ceases to be in employment with a Participating Employer shall for so long as he or she remains an Employee be a Non-contributing Member from the earlier of:

- (a) the expiration of a period of twelve months from the date of his or her last employment with a Participating Employer; or
- (b) the day he or she ceases, in the opinion of the Trustee, to be an Employee for the purposes of the Fund,

provided that if such a Member has not attained age 75 and thereafter becomes employed by a Participating Employer, he or she shall again become a Contributory Member and recommence paying contributions.

Contributions ceasing during maternity leave

5.8 A Contributory Member who ceases to make contributions for a period greater than twelve months because she is on maternity leave shall become a Non-contributory Member but shall be entitled to purchase an Optional Insured Benefit.

6. Employer contributions

For Contributory Members

- 6.1 Subject to Schedule Rules 6.8 and 6.9, the Participating Employers shall pay 13% of the Weekly Benchmark Salary for each Contributory Member or such other amount in excess of 13% of the Weekly Benchmark Salary as the Trustee determines on the advice of the Actuary (such advice making proper provision for advance funding and the proper solvency of the Fund). Of this amount:
- (a) 10% of the Weekly Benchmark Salary will be credited to the Contributory Member's Member Account; and
 - (b) 3% of the Weekly Benchmark Salary will be credited to the Contributory Member's Additional Account.
- 6.2 Subject to Schedule Rules 6.8 and 6.9, the total contributions payable by the Participating Employers each Financial Year shall not be less than an amount equal to the contributions made or required to be made by Contributory Members for that year increased by 100%, provided that any Participating Employer may arrange with the Trustee to pay in any one Financial Year contributions in excess of those required in terms of this Schedule Rule 6, in which case such excess shall be carried forward and offset against any obligation of the Participating Employer under this Schedule Rule 6 in subsequent years.
- 6.3 The Actuary shall apportion the contributions required from the Participating Employers under Schedule Rule 6.1 in such manner among them as the Actuary determines.
- 6.4 Contributions in respect of paid leave (including accrued intervals of leave on termination arising from a Contributory Member's service with a Participating Employer) shall be paid by that Participating Employer.

Voluntary contributions

- 6.5 A Participating Employer may pay any further amount for any Seafarers Part Member with the Trustee's approval and subject to such terms and conditions as the Trustee determines from time to time.

Actuarial investigations

- 6.6 Whenever determined by the Trustee but in any event at intervals not exceeding three years, the Trustee shall, and at any other time may, cause the Actuary to make an actuarial investigation and valuation of this Part, and pensions provided to pension members under Seafarers Rule 17, and shall supply to the Actuary all such information as he or she may require for this purpose.
- 6.7 The Actuary shall within the time prescribed by the Relevant Law furnish to the Trustee a written report upon the results of his or her investigation and valuation including the matters required by the Relevant Law. A copy of the report shall be furnished by the Trustee to each Participating Employer and to the Maritime Union.
- 6.8 If the result of the Actuary's investigation and valuation reveals a surplus (other than assets arising from the advance payment of contributions by a Participating Employer under Seafarers Rule 8 or this Schedule Rule 6), then subject to the Relevant Law and subject to the retention of an appropriate reserve to make adequate provision for the solvency of the Seafarers Division as approved by the Trustee on the recommendation in writing of the

Actuary, that surplus shall be applied by the Trustee on the recommendation in writing of the Actuary to:

- (a) increase pensions payable to persons who were Life Pension Members of the SRF Fund on the 2008 Conversion Date by such amount as the Trustee determines on the advice of the Actuary; and
- (b) increase the benefits payable in respect of persons who were admitted to membership of the SRF Fund as at 3 May 1973 on such basis as the Trustee determines to be equitable on the recommendation in writing of the Actuary;

and thereafter to:

- (c) in respect of 2008 Conversion Date Members - reduce future contributions required of Participating Employers and of Contributory Members on the basis that a reduction in contributions required from a Participating Employer shall be matched by a reduction in contributions required from a Contributory Member of half of the amount of the reduction in contributions from the relevant Participating Employer,

provided that the Trustee may resolve, with the agreement of the Majority of Seafarers Participating Employers and the Maritime Union and subject to the Relevant Law and to the retention of an appropriate actuarial reserve, to apply all or any part of that surplus to:

- (i) increase pensions payable to persons who were Life Pension Members of the SRF Fund on the 2008 Conversion Date; or
- (ii) increase the benefits payable in respect of persons who were admitted to membership of the SRF Fund as at 3 May 1973 on such basis as the Trustee determines to be equitable on the recommendation in writing of the Actuary; or
- (iii) in respect of 2008 Conversion Date Members - increase their Member Account Balance and/or Additional Account Balance;
- (iv) in respect of 2008 Conversion Date Members - reduce future contributions required of 2008 Conversion Date Members or the Participating Employers in respect of them; or
- (v) adopt some combination of (i), (ii), (iii) and (iv) above, subject to the approval in writing of the Actuary.

6.9 If the result of the Actuary's investigation and valuation reveals a deficiency, the Trustee, with the agreement of a Majority of Seafarers Participating Employers and the Maritime Union:

- (a) shall, if in the opinion of the Actuary the assets of the Seafarers Division (other than those referable to Members' Accumulated Benefits) and the contributions required by Contributory Members under Schedule Rule 5.1 together with contributions required by Participating Employers under Seafarers Rule 8 and this Schedule Rule 6 would be insufficient to meet the cost of benefits (other than those in respect of Members' Accumulated Benefits) require 2008 Conversion Date Members to pay to the Trustee such further sum by way of contributions each week as may be determined by the Trustee on the advice of the Actuary, and in such event shall require Participating Employers to contribute an amount equal to such further contributions made by 2008 Conversion Date Members in that year increased by 100%; and/or
- (b) may, subject to the approval in writing of the Actuary and the Relevant Law, resolve to remove such deficiency in whole or in part by making such changes in the terms and the

conditions of the Fund and/or the benefits (other than Members' Accumulated Benefits) as are considered necessary, provided that the changes must not result in the Member receiving an insufficient level of benefit for the purposes of the Guarantee Act.

7. Seafarers Division Accounts

7.1 The Trustee will set up and maintain for each Seafarers Part Member:

- (a) a Member Account; and
- (b) an Additional Account.

7.2 The Trustee may set up and operate sub-accounts in any Member Account or Additional Account in such manner as it considers appropriate.

7.3 The Trustee:

- (a) must credit and debit the Member Accounts and Additional Accounts at such time or times as may be required under the Relevant Law; and
- (b) may otherwise credit and debit the Member Accounts and Additional Accounts at such time or times as the Trustee may think fit from time to time.

8. Member Account

8.1 Each Seafarers Part Member's Member Account will be:

- (a) credited with:
 - (i) for a Former SRF Part Member - the Member Account Merger Credit;
 - (ii) any contributions made by the Seafarers Part Member under Schedule Rule 5.1;
 - (iii) any contributions made by the Participating Employer under Schedule Rule 6.1(a);
 - (iv) any Credited Interest (if positive) determined by the Trustee in respect of the Member Account;
 - (v) any benefits or other amounts allocated or transferred within the Fund which the Trustee and the Seafarers Part Member agree is to be credited to the Member Account; and
 - (vi) any other amounts which:
 - (A) are to be credited to the Seafarers Part Member's Member Account under these Rules; or
 - (B) the Trustee decides is appropriate or equitable to be credited to the Seafarers Part Member's Account including, where appropriate, any minimum benefit payable in respect of the Seafarers Part Member; and
- (b) debited with:
 - (i) any amounts which the Trustee may determine to debit to the Member Account in respect of expenses of the Fund including any Tax;
 - (ii) the Insured Benefit Premium;

- (iii) any splittable contributions the Trustee may determine to debit in respect of the Seafarers Part Member because of a valid contributions splitting application in favour of the Seafarers Part Member's Spouse;
- (iv) the benefit entitlement of the Spouse of the Seafarers Part Member in accordance with clause 6.8 of the Deed, to the extent it is not debited to the Additional Account;
- (v) any Credited Interest (if negative) determined by the Trustee in respect of the Member Account;
- (vi) any benefits or other amounts allocated or transferred within the Fund which the Trustee and the Seafarers Part Member agree are to be debited to the Member Account;
- (vii) any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Seafarers Part Member (whether under clause 12, the Relevant Law or otherwise);
- (viii) any benefit paid from the Member Account; and
- (ix) any other amounts which:
 - (A) are to be debited to the Seafarers Part Member's Member Account under these Rules; or
 - (B) the Trustee decides is appropriate or equitable to be debited to the Seafarers Part Member's Member Account.

9. Additional Account

9.1 Each Seafarers Part Member's Additional Account will be:

- (a) credited with:
 - (i) for a Former SRF Part Member – the Additional Account Merger Credit;
 - (ii) any contributions made by the Seafarers Part Member under Schedule Rule 5 except Schedule Rule 5.1 or 5.2;
 - (iii) any contributions made by the Participating Employer under Schedule Rule 6 except Schedule Rule 6.1(a) or 6.9;
 - (iv) any Government co-contributions, or Superannuation Guarantee shortfall components, accepted into the Fund for the Seafarers Part Member;
 - (v) any amount accepted by the Trustee under clause 12 in respect of the Seafarers Part Member;
 - (vi) any contributions accepted for the Seafarers Part Member from their Spouse;
 - (vii) any splittable contributions accepted by the Trustee in respect of the Seafarers Part Member in accordance with clause 11 of the Deed;
 - (viii) any benefit entitlement of the Seafarers Part Member which is to be credited to the Additional Account in accordance with clause 6.8 of the Deed;

- (ix) any Credited Interest (if positive) determined by the Trustee in respect of the Additional Account;
 - (x) any benefits or other amounts allocated or transferred within the Fund which the Trustee and the Seafarers Part Member agree is to be credited to the Additional Account;
 - (xi) any benefit or other amount paid, rolled over or transferred to the Fund from an Approved Benefit Arrangement which the Seafarers Part Member and the Trustee agree is to be credited to the Additional Account (whether under clause 12, the Relevant Law or otherwise); and
 - (xii) any other amounts which:
 - (A) are to be credited to the Seafarers Part Member's Additional Account under these Rules; or
 - (B) the Trustee decides is appropriate or equitable to be credited to the Seafarers Part Member's Additional Account; and
- (b) debited with:
- (i) any amounts which the Trustee may determine to debit to the Additional Account in respect of expenses of the Fund including any Tax;
 - (ii) the Optional Insurance Premium;
 - (iii) any splittable contributions the Trustee may determine to debit in respect of the Seafarers Part Member because of a valid contributions splitting application in favour of the Seafarers Part Member's Spouse;
 - (iv) the benefit entitlement of the Spouse of the Seafarers Part Member in accordance with clause 6.8 of the Deed to the extent it is not debited to the Member Account;
 - (v) any Credited Interest (if negative) determined by the Trustee in respect of the Additional Account;
 - (vi) any benefits allocated or transferred within the Fund which the Trustee and the Seafarers Part Member agree are to be debited to the Additional Account;
 - (vii) any benefit or other amount paid, rolled over or transferred from the Fund to an Approved Benefit Arrangement in respect of the Seafarers Part Member (whether under clause 12, the Relevant Law or otherwise);
 - (viii) any benefit paid from the Additional Account; and
 - (ix) any other amounts which:
 - (A) are to be debited to the Seafarers Part Member's Additional Account under these Rules; or
 - (B) the Trustee decides is appropriate or equitable to be debited to the Seafarers Part Member's Additional Account.

10. Leaving Industry Benefit

Application

10.1 This Schedule Rule applies when:

- (a) the Trustee determines that a Seafarers Part Member has ceased to follow the maritime industry as a full time occupation; or
- (b) a Seafarers Part Member ceases to be an Employee for any other reason except death, suffering a Terminal Medical Condition or Total and Permanent Disablement.

The Seafarers Part Member is entitled to a benefit under whichever is applicable of Schedule Rule 10.2, 10.3 and 10.4.

Post 2008 Conversion Date Members

10.2 Subject to Schedule Rule 10.3 and 10.4, the benefit payable to a Seafarers Part Member is the total of their:

- (a) Member Account Balance; and
- (b) Additional Account Balance.

2008 Conversion Date Members

10.3 This Schedule Rule 10.3 applies to a person who:

- (a) is a 2008 Conversion Date Member but who is not also a 1998 Conversion Date Member; and
- (b) satisfies the DB Guarantee Condition.

The benefit payable is the total of:

- (a) the Seafarers Part Member's Additional Account Balance; and
- (b) the greater of the Seafarers Part Member's:
 - (i) Member Account Balance; and
 - (ii) 2008 Minimum Benefit.

1998 Conversion Date Members

10.4 The benefit payable to a 1998 Conversion Date Member who satisfies the DB Guarantee Condition is the total of:

- (a) their Additional Account Balance; and
- (b) the greater of:
 - (i) their Member Account Balance;
 - (ii) their 2008 Minimum Benefit; and
 - (iii) their 1998 Minimum Benefit.

11. Death Benefit

Application

11.1 Subject to Schedule Rule 11.6 and the terms and conditions of any applicable Policy, this Schedule Rule applies when a Seafarers Division Member dies.

Post 2008 Conversion Date Members

11.2 Subject to Schedule Rule 11.3, the benefit payable in respect of a Seafarers Part Member is the total of their:

- (a) Member Account Balance;
- (b) Additional Account Balance;
- (c) Insured Benefit; and
- (d) Optional Insured Benefit (if applicable and if any).

2008 Conversion Date Members

11.3 The benefit payable in respect of a 2008 Conversion Date Member is the total of:

- (a) their Additional Account Balance;
- (b) their Optional Insured Benefit (if any and if applicable); and
- (c) the greater of:
 - (i) the total of their Insured Benefit and whichever is the greater of their:
 - (A) Member Account Balance;
 - (B) 2008 Minimum Benefit; and
 - (C) 1998 Minimum Benefit (if applicable); and
 - (ii) the benefit which would have been payable from the SRF Fund under the 2008 Conversion Date Rules had the 2008 Conversion Date Member died immediately before the 2008 Conversion Date (excluding for this purpose an amount equal to the 2008 Conversion Date Member's Additional Account Initial Credit and any optional insurance benefit maintained under the SRF Fund in accordance with Rule 11 of the 2008 Conversion Date Rules).

Death Benefit Payments

11.4 All benefits payable under this Schedule Rule will be paid in accordance with clause 13 of the Deed.

Other Benefit Payments in Progress

11.5 Subject to Schedule Rule 11.6, if a Contributory Member or a Non-contributory Member who is entitled to a benefit under any other provision of these Rules dies before the total amount of that benefit is paid, the total amount payable under these Rules shall not be calculated under this Schedule Rule but shall be limited to that part of that benefit which was not paid and shall be paid in accordance with clause 13 of the Deed.

Terminal Illness Benefit

11.6 This Schedule Rule 11.6 applies when a Seafarers Part Member suffers a Terminal Medical Condition. Subject to the Relevant Law and the terms and conditions of any applicable Policy, the benefit payable to the Seafarers Part Member is the same as the amount which would be payable on the Seafarers Part Member's death under Schedule Rule 11.2, 11.3, or 11.4 (as the case may be). If a benefit is paid under this Schedule Rule 11.6, then:

- (a) no further contributions will be accepted into the Fund under this Schedule by, or in respect of, the Seafarers Part Member; and
- (b) the benefit paid under this Schedule Rule 11.6 will be a complete discharge to the Trustee under this Seafarers Part and no further benefits will be payable to, or in respect of, the Seafarers Part Member.

12. Total and Permanent Disablement Benefit

Application

12.1 This Schedule Rule applies when a Seafarers Part Member ceases to be an Employee because of Total and Permanent Disablement.

Post 2008 Conversion Date Members

12.2 Subject to Schedule Rule 12.3 and the terms and conditions of any applicable Policy, the benefit payable in respect of a Seafarers Part Member is the total of their:

- (a) Member Account Balance;
- (b) Additional Account Balance;
- (c) Insured Benefit; and
- (d) Optional Insured Benefit (if applicable and if any).

2008 Conversion Date Members

12.3 Subject to the terms and conditions of any applicable Policy, the benefit payable in respect of a 2008 Conversion Date Member who satisfies the DB Guarantee Condition is the total of:

- (a) their Additional Account Balance;
- (b) their Optional Insured Benefit (if any and if applicable); and
- (c) the greater of:
 - (i) the total of their Insured Benefit and whichever is the greater of their:
 - (A) Member Account Balance;
 - (B) 2008 Minimum Benefit;
 - (C) 1998 Minimum Benefit (if applicable); and
 - (ii) the benefit which would have been payable from the SRF Fund under the 2008 Conversion Date Rules had the 2008 Conversion Date Member become Totally and Permanently Disabled immediately before the 2008 Conversion Date (excluding for this purpose an amount equal to the 2008 Conversion Date

Member's Additional Account Initial Credit and any optional insurance benefit maintained under the SRF Fund in accordance with Rule 11 of the 2008 Conversion Date Rules).

12.4 Election on ceasing to be in the Employment of a Participating Employer

- (a) A Member who ceases to be in the Employment of a Participating Employer may elect in a form acceptable to the Trustee to cease to be a Contributing Member or Non-contributing Member under this Schedule B1 on a date (the calculation date) determined by the Trustee either generally or in respect of any particular Member.
- (b) The benefit payable to or in respect of a Member who elects under Schedule Rule 12.4(a) is the total of:
 - (i) Member Account Balance; and
 - (ii) Additional Account Balance, as at the calculation date.
- (c) A Member who elects under Schedule Rule 12.4(a) shall be eligible to become a Seafarers Retirement Member on subsequently becoming an Employee of a Participating Employer but shall not be or become a 1998 Conversion Date Member or a 2008 Conversion Date Member.

Schedule B2 – Maritime SVITZER Accumulation

1. Establishment of Part

1.1 The Maritime SVITZER Accumulation Part is established as a Part of the Seafarers Division.

2. Rules

2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern this Part, with the exception of the following provisions of the Seafarers Rules:

- (a) Seafarers Rule 12;
- (b) Seafarers Rule 13;
- (c) Seafarers Rule 14.

3. Definitions and interpretation

3.1 For the purposes of this Schedule, unless the context requires otherwise.

“Annual Salary” means, in relation to a Member at any particular date, the annual rate of the Member's Salary as at that date.

“Future Service” means, in relation to a Member, the period between:

- (a) the date of the Member's death or the date of the Member's disablement (as the case may be); and
- (b) the Member's Normal Retirement Date.

“Minimum SG Benefit” means, in relation to a Member, the minimum amount which must be provided by this Part, on termination of Employment, (when added to benefits from other funds) to relieve the Employer from any liability for a shortfall under the Guarantee Act.

“Normal Retirement Date” in relation to a Member means the Member's 65th birthday.

“Principal Employer” means SVITZER Australia Pty Ltd (ABN 86 000 045 009) or any other entity nominated by the incumbent Principal Employer (from to time) and agreed by the Trustee.

“Salary” means:

- (a) in relation to a tug employee who is in receipt of an Aggregate Wage, the Member's Aggregate Wage; and
- (b) in relation to a tug employee who is in receipt of an annual salary defined in an enterprise agreement, the Member's annual salary as defined in the enterprise agreement; and
- (c) in relation to any other Member, the ordinary periodic remuneration at which the Member is employed by the Employer and, unless the Principal Employer determines otherwise, excludes any bonus, commission, payment for overtime or other remuneration, allowance, loading or emolument which the Principal Employer determines to be of an extraordinary nature either generally or in any particular case,

subject to the following:

- (d) in any particular case Salary shall be such other amount or determined in such other manner as is agreed between the Member and the Principal Employer from time to time for the purposes of the whole or any particular provision of the Rules;
- (e) to the extent that any decision or determination of the Principal Employer in relation to the definition of Salary is not permitted by the Statutory Requirements without obtaining the consent of the Trustee, it shall only take effect with the consent of the Trustee.

“**Schedule Rule**” means a Rule under this Schedule B2 of Division 7.

4. Membership

- 4.1 All Former SRF Fund Members who as at SRF Merger Date were members of the SVITZER Accumulation Division of the SRF Fund under Schedule 2 of the Former SRF Fund Rules will be Members of this Part until they cease to be a Member or transfer to another Part or Division.
- 4.2 Membership of this Part will be open to, and will be limited to, Employees of the Principal Employer and its Australian resident related bodies corporate.
- 4.3 A Member under Schedule B3 of these Rules may become a Member of this Part in accordance with Schedule Rule 4.3 of Schedule B3.
- 4.4 All Members of this Part will be Svitzer Accumulation Members.

5. Participating Employers

- 5.1 The Trustee agrees to admit as a Participating Employer for the purposes of this Part any Employer:
 - (a) who is an Australian-resident, related body corporate of the Principal Employer; and
 - (b) who otherwise meets the requirements contemplated by the Seafarers Rules.

6. Employer contributions

- 6.1 Subject to this Schedule Rule, each Participating Employer must contribute the following amounts in respect of each Member:
 - (a) such amount as the Participating Employer and the Trustee agree is required to meet the Minimum SG Benefit; and
 - (b) additional amounts determined by the Participating Employer from time to time with the approval of the Principal Employer.
- 6.2 If the Trustee and the Principal Employer agree, a Participating Employer may be relieved from the obligation to make contributions under this Schedule Rule. Contributions equivalent to those which would otherwise be required will be deemed to have been contributed in respect of the Member.

7. Accumulation benefits

- 7.1 A Benefit will be payable to or in respect of a Member in the circumstances in which the Relevant Law permit a Benefit to be paid (subject to a claim for the Benefit being made and established to the satisfaction of the Trustee). The amount of the benefit will be equal to the Member's Accumulated Benefit.

7.2 The Trustee will pay a Benefit in respect of a Member in the circumstances in which the Relevant Law require a Benefit to be paid. The amount of the Benefit will be equal to the Member's Accumulated Benefit.

8. Total and temporary disablement benefits

8.1 Subject to the Rules, if a Member becomes Totally Disabled while in the employ of the Employer:

- (a) an income benefit ("**Income Benefit**") will be payable to the Member in accordance with this Schedule Rule;
- (b) the Member will not be required to make contributions to the Fund while the Income Benefit is payable;
- (c) the Member will continue to be a Member during the Waiting Period and while Totally Disabled (regardless of whether the Member ceases to be in the employ of the Employer or is temporarily absent from the employ of the Employer); and
- (d) subject to Schedule Rules 7 and 10, no benefit will become payable to or in respect of the Member under any provisions of the Rules other than as specified in this Schedule Rule 8.

8.2 Subject to the Rules, while the Member is Totally Disabled, the Trustee will pay to the Member a monthly Income Benefit equal to:

- (a) one-twelfth of 75% of the Member's Annual Salary as at the Date of Disablement; LESS
- (b) an amount determined by the Trustee to be the monthly equivalent of any sum paid or payable under:
 - (i) common law;
 - (ii) any workers' compensation legislation; or
 - (iii) any other statute in force,

governing compensation to an employee injured or dying from an accident arising out of or in the course of their employment with the Employer; LESS

- (c) if the Member engages in or performs any occupation or work for reward after the commencement of the Waiting Period, an amount determined by the Trustee.

8.3 For the purposes of determining the benefits payable to a Member who suffers Total Disablement and who (while suffering Total Disablement) subsequently becomes Totally and Permanently Disabled, turns age 65 or dies, the following will apply:

- (a) the period from the Date of Disablement to the date the Member ceased to be Totally Disabled will be deemed to be a period of employment with the Employer and will be included in Fund Membership; and
- (b) the Member's Salary as at the Date of Disablement will be deemed to have continued to be their Salary up to the date they ceased to be Totally Disabled; and

- (c) for the purposes of calculating the amount of or determining the Member's eligibility for any benefit payable pursuant to the Rules the amount of or eligibility for which depends upon the amount of contributions paid by the Member or the period during which the Member has contributed, the Member will be deemed to have contributed on the normal basis throughout the period when the Income Benefit was payable to the Member under this Schedule Rule.

8.4 If the benefits under this Schedule Rule are insured and a benefit continues to be payable under such insurance in respect of a Member after the Income Benefits under this Schedule Rule have ceased to be payable, the Trustee may deem the Member to continue to be:

- (a) Totally Disabled for the purposes of this Schedule Rule; and
- (b) in receipt of an Income Benefit,

for the whole or part of the period during which such an insurance benefit continues to be paid in respect of the Member.

8.5 For the avoidance of doubt, benefits under this Schedule Rule may be adjusted or reduced pursuant to clause 10 of the Deed.

9. Total Permanent Disablement benefit

9.1 Subject to the Statutory Requirements, if a Member becomes Totally and Permanently Disabled, they will be entitled to receive a benefit equal to:

- (a) the Member's Accumulated Benefit; plus
- (b) any amounts received by the Trustee under any policies of insurance in respect of the Member.

10. Death benefit

10.1 Subject to the terms and conditions of any applicable Policy, if a Member dies while in Service prior to the Normal Retirement Date the benefit payable is equal to:

- (a) the Member's Salary (at the date of the Member's death) x 17.5% x Future Service; plus
- (b) the Accumulated Benefit.

11. Form of benefits

11.1 If the Trustee and the Principal Employer agree, a Member or beneficiary may elect for a benefit which has or may become payable to be instead payable in other circumstances or in a different manner or form.

11.2 Any such election will be final and binding on all interested persons (including a person who may become entitled to receive a benefit in respect of the Member or beneficiary).

11.3 If an election has been made under this Schedule Rule, the Trustee may adjust the benefits which would or may otherwise become payable in respect of the Member or beneficiary in such manner and to such extent as the Trustee thinks fit.

- 11.4 The Trustee may, after obtaining the Actuary's advice and the consent of the Principal Employer, unilaterally commute to a lump sum any pension which is or would otherwise become payable from the Fund if the Trustee considers the amount of the benefit to be trivial.

12. Tax adjustments

- 12.1 The Trustee may make such deductions, adjustments and provisions as the Trustee considers appropriate in taking account of any tax or other governmental impost which, in the opinion of the Trustee, is or may become payable in connection with:
- (a) this Part; or
 - (b) the payment or transfer of any money or property to or from this Part, and the Trustee may pay any such tax or other impost to the relevant authority.

13. Augmentation of benefits

- 13.1 Subject to the Rules and to such terms and conditions as the Principal Employer determines, the Principal Employer may direct the Trustee to pay or provide a benefit or other amount greater than would otherwise be provided.
- 13.2 The Principal Employer may rescind or vary any such direction.
- 13.3 The Trustee must act on such a direction, subject to the Rules and the following:
- (a) if and to the extent that the Trustee (after obtaining the advice of the Actuary) believes that to act on such a direction would cause a deficiency in this Part, before acting on such a direction or in the course of doing so the Trustee may require an undertaking from an Employer that it will contribute to this Part such additional amounts or rates of contribution and at such times as the Trustee determines after obtaining the advice of the Actuary;
 - (b) if any undertaking required by the Trustee is not given or, having been given, is not fulfilled to the Trustee's satisfaction, the Trustee may refuse to pay or provide (or to continue to pay or provide) the greater benefit or amount to which the undertaking relates;
 - (c) to the extent that any direction or determination under this Schedule Rule is not permitted by the Relevant Law, it may only take effect with the consent of the Trustee.

14. Other benefits

- 14.1 Subject to the Relevant Law, the Trustee may, with the approval of the Principal Employer, pay to or in respect of a Member an amount not exceeding:
- (a) the minimum lump sum benefit (if any) which would have been payable from the Fund if the Member had voluntarily left the employ of the Employer in good health and without the consent or approval of the Employer on the date of such payment from the Fund; or
 - (b) such greater amount (if any) as the Principal Employer may determine but not exceeding the Member's equitable share of the assets of this Part (as determined by the Trustee on the advice of the Actuary).
- 14.2 If a payment is made pursuant to Schedule Rule 14.1 then, unless otherwise agreed between the Member, the Principal Employer and the Trustee, the Member will for all intents and purposes under the Rules be treated as if they had ceased to be in the employ of the Employer with effect on and from the date as at which such payment is made.

15. Residual assets

15.1 If:

- (a) there are no Members or beneficiaries under this Part;
- (b) the Trustee resolves to terminate this Part; and
- (c) the Trustee is satisfied that all benefits payable in respect of this Part have been paid,

the remaining assets referable to this Part will be realised and, after deducting all expenses relating to the termination of this Part, the Trustee may deem any residual assets to be assets referable to the Part established under Schedule B3.

Schedule B3 – Maritime SVITZER Defined Benefit

1. Establishment of Part

1.1 The Maritime SVITZER Defined Benefit Part is established as a Part of the Seafarers Division.

2. Rules

2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern this Part, with the exception of the following provisions of the Seafarers Rules:

- (a) Seafarers Rule 12;
- (b) Seafarers Rule 13;
- (c) Seafarers Rule 14.

3. Definitions

3.1 For the purposes of this Schedule, the following definitions apply unless the context requires otherwise.

“Annual Salary” means, in relation to a Member at any particular date, the annual rate of the Member's Salary as at that date.

“Basic Benefit” at any date in relation to a Member means the sum of:

- (a) the Member's contributions to the Fund pursuant to Schedule Rule 8.1(a), plus Credited Interest in respect of the period from the date of the relevant contribution until the date of calculation; PLUS
- (b) in the case of Former SRF Fund Members admitted to this Part under Schedule Rule 4(a) – the Member's contributions to the SRF Fund pursuant to clause 8(a)(i) of Schedule 3 of the Former SRF Fund Rules plus interest applied under the Former SRF Fund Rules in respect of the period from the date of the relevant contribution until SRF Merger Date and Credited Interest in respect of the period from SRF Merger Date until the date of calculation; PLUS
- (c) [Deleted];
- (d) any contributions deemed to have been made by reason of, or which would have been made but for, Schedule Rule 7.4 plus Credited Interest in respect of the period from the date of the deemed contribution (or the date on which the contribution would otherwise have been made) until the date of calculation; PLUS
- (e) in the case of Former SRF Fund Members admitted to this Part under Schedule Rule 4.1 – any contributions deemed to have been made by reason of, or which would have been made but for, clause 8(d) of Schedule 3 of the Former SRF Fund Rules plus interest applied under the Former SRF Fund Rules in respect of the period from the date of the deemed contribution until SRF Merger Date and Credited Interest in respect of the period from SRF Merger Date until the date of calculation.

“Final Average Salary” means in relation to a Member:

- (a) the greater of:

- (i) one-third of the sum of the Member's Salaries (calculated from day to day based on the daily amount of the Member's Salary on each day of the relevant period) during the period of three years prior to the date the Member leaves the employ of the Employer; and
- (ii) the average of the amounts of the Member's Annual Salaries relating to the Review Dates which occur within the three years:
 - (A) immediately prior to the Member's 65th birthday; or
 - (B) if the Member retires prior to their 65th birthday, immediately prior to the Member's early retirement date,

provided that, where a Member has been or is employed on a Part-time basis, Final Average Salary will be determined as if the Member were employed Full-time on the Full-time equivalent of the Member's Part-time Salary;
- (b) such other amount as may be agreed between the Trustee and the Principal Employer to be appropriate and equitable for the purpose of the whole or any particular provision of this Part.

"Full-time" in relation to a Member's employment means that number of hours of employment determined by the Employer to be full-time employment.

"Fund Membership" means in relation to a Member:

- (a) the most recent uninterrupted period during which the Member has been a Member in the employ of the Employer; plus
- (b) such other period, if any, as the Principal Employer may with the consent of the Trustee declare to be Fund Membership for the purposes of the whole or any particular provision of the Rules; plus
- (c) in the case of a Former SRF Fund Member admitted to this Part under Schedule Rule 4.1 – the most recent uninterrupted period during which the Member was a member of the SRF Fund in the employ of the Employer.

"Gainful Work" means engagement in any employment, occupation, vocation, profession, trade or business for remuneration or other reward in money or money's worth.

"Minimum SG Benefit" means, in relation to a Member, the minimum amount which must be provided by this Part, on termination of Employment, (when added to benefits from other funds) to relieve the Employer from any liability for a shortfall under the Guarantee Act.

"Part-time" in relation to a Member's employment means hours of employment on a regular basis determined by the Employer to be less than Full-time employment.

"Principal Employer" means SVITZER Australia Pty Ltd (ABN 86 000 045 009) or any other entity nominated by the incumbent Principal Employer (from to time) and agreed by the Trustee.

"Prospective Fund Membership" means, in relation to a Member, the period of Fund Membership which the Member would have completed had the Member remained a Member in the employ of the Employer until their 65th birthday and retired on that date. If a Member has been employed on a Part-time basis, the period of Fund Membership after 1 October 2003

and before the date of death or the Date of Disablement as the case may be shall be reduced in the proportion of Part-time hours worked to Full-time hours during that period.

“Review Date” means 30 June in each year or such other date as is determined by the Trustee to be applicable generally or in the case of any particular Member.

“Salary” means:

- (a) in relation to a tug employee who is in receipt of an Aggregate Wage - the Member’s Aggregate Wage; and
- (b) in relation to a tug employee who is in receipt of an annual salary defined in an enterprise agreement - the Member’s annual salary as defined in the enterprise agreement; and
- (c) in relation to any other Member - the ordinary periodic remuneration at which the Member is employed by the Employer and, unless the Principal Employer determines otherwise, excludes any bonus, commission, payment for overtime or other remuneration, allowance, loading or emolument which the Principal Employer determines to be of an extraordinary nature either generally or in any particular case,

subject to the following:

- (d) in any particular case Salary shall be such other amount or determined in such other manner as is agreed between the Member and the Principal Employer from time to time for the purposes of the whole or any particular provision of the Rules;
- (e) to the extent that any decision or determination of the Principal Employer in relation to the definition of Salary is not permitted by the Relevant Law without obtaining the consent of the Trustee, it shall only take effect with the consent of the Trustee.

“Schedule Rule” means a Rule under this Schedule B3 of Division 7.

“Service” means continuous employment with one or more Employers whether concurrently or successively and, for the purpose of determining the length of a Member's Service, Service means:

- (a) the most recent uninterrupted period during which the Member has been so employed; plus
- (b) such additional period as the Principal Employer may deem to be Service for the purposes of the whole or any particular provision of the Rules,

but not including:

- (c) in relation to a Member who is not a former member of the Former SRF Fund Member - any period of service preceding the date on which their Employer was admitted as a Participating Employer of the Fund or the SRF Fund (as applicable), unless the Principal Employer determines otherwise.

For the purposes of this definition, in the case of a Former SRF Fund Member admitted to this Part under Schedule Rule 4.1 service does not cease to be continuous by reason only of the transfer from the SRF Fund to the Fund on SRF Merger Date.

“3% Company Contribution” in relation to a Member means three percent of an amount equal to:

- (a) the Member's Full-time equivalent Salary at the last Review Date;
- multiplied by
- (b) the proportion of Full-time hours worked by the Member during the period in respect of which the relevant 3% Company Contribution is to be made.

4. Membership

- 4.1 All Former SRF Fund Members who as at SRF Merger Date were members of the SVITZER Defined Benefit Division of the SRF Fund under Schedule 3 of the Former SRF Fund Rules will be Members of this Part until they cease to be a Member or transfer to another Part or Division.
- 4.2 This Part is closed to new members. No person may be admitted as a member of this Part except under Schedule Rule 4.1.
- 4.3 A Member of this Part may, within one month after attaining age 65, elect to become a Member under Schedule B2 of these Rules by giving written notice to the Trustee. Upon receiving such notice, the Trustee will credit to that Member's Contribution Account an amount determined in accordance with Schedule Rule 11 as if the Member had retired from the employ of the Employer on the date of the election. Thereafter, contributions and benefits payable by, to or in respect of the Member will be determined under Schedule B2.

5. Participating Employers

- 5.1 The Trustee agrees to admit as a Participating Employer for the purposes of this Part any Employer:
 - (a) who is an Australian resident body corporate of the Principal Employer; and
 - (b) who otherwise meets the requirements contemplated by the Seafarers Rules.

6. Three Percent Accumulation Account

- 6.1 The following amounts will be credited or debited to the Three Percent Accumulation Account of each Member who has been designated by the Principal Employer as a Member in respect of whom 3% Company Contributions are to be credited:
 - (a) all 3% Company Contributions in respect of the Member; PLUS
 - (b) in the case of a Former SRF Fund Member admitted to this Part under Schedule Rule 4.1 – the balance of their Three Percent Accumulation Account under Schedule 3 of the Former SRF Fund Rules as at SRF Merger Date; PLUS

Credited Interest in respect of the periods from the date of each contribution or SRF Merger Date (as applicable) until the calculation date, after making allowance for:

- (c) expenses which the Trustee attributes to the operation of the Three Percent Accumulation Account, and
- (d) tax on 3% Company Contributions at the level which the Trustee determines to be appropriate, whether tax is actually paid or not.

7. Contributions by Members

7.1 Subject to the Rules, each Member:

- (a) must contribute to the Fund an amount equal to 5% of an amount equal to:
 - (i) the Member's Full-time equivalent Salary at the last Review Date; multiplied by
 - (ii) the proportion of Full-time hours worked by the Member during the period in respect of which the relevant contribution is to be made; and
- (b) may contribute to the Fund such additional amount as may be agreed between the Member, the Trustee and the Principal Employer.

7.2 Contributions under Schedule Rule 7.1(a) will not be credited to the Member's Contribution Accounts and will instead be credited to such other account as the Trustee may determine for the purposes of funding the defined benefits under this Part.

7.3 No contributions shall be payable by a Member after the Member leaves the employ of the Employer.

7.4 The Trustee, Principal Employer and a particular Member may agree that contributions will not be required by the Member under this Schedule Rule. The Trustee and the Principal Employer may agree that any contributions excused under this Schedule Rule 7.4 are to be deemed to have been contributed by the Member.

8. Contributions by Employers

8.1 Subject to the Rules, each Participating Employer:

- (a) must contribute to the Fund such amounts, or rates of contributions, as may be determined by the Trustee with the consent of the Principal Employer in consultation with the Actuary; and
- (b) may contribute such other amounts as may be permitted by the Trustee.

8.2 Contributions under Schedule Rule 8.1(a) will not be credited to the Member's Contribution Accounts and will instead be credited to such other account as the Trustee may determine for the purposes of funding the defined benefits under this Part.

8.3 A Participating Employer may give written notice to the Trustee that that it will terminate some or all of its contributions to the Fund, or reduce or suspend any of its contributions to the Fund. Any such notice will only take effect from the later of:

- (a) the date on which the Trustee receives the notice; or
- (b) a later date specified in the notice.

9. Consequences of cessation of contributions or deficiency

9.1 If:

- (a) a Participating Employer has given a notice pursuant to Schedule Rule 8.3;
- (b) a Participating Employer fails for any reason to pay an amount to the Fund as and when required under the Rules; or

- (c) the Actuary advises the Trustee that, having regard to the payments being made and expected to be made to this Part and the actual and expected assets of this Part, in the opinion of the Actuary this Part is inadequate to provide for the actual and expected liabilities of this Part and that the Trustee should take action under this Schedule Rule,

then:

- (d) in the case of a notice of termination of payments, unless otherwise agreed between the Trustee and the Principal Employer, no contributions will be accepted from a Member, and no Employee will be admitted as a Member, during or in respect of any period when a Participating Employer's payments are or would be terminated in respect of that person pursuant to such a notice;
- (e) in any other case, the Trustee may refuse to accept contributions from a Member, and refuse to admit an Employee as a Member; and
- (f) in any case, after obtaining the advice of the Actuary, the Trustee may adjust any benefit which is or may become payable to or in respect of any person whom the Trustee considers is affected by such termination, failure or inadequacy to such extent and in such manner as the Trustee considers appropriate and equitable.

9.2 Any adjusted benefit determined in respect of a person under this Schedule Rule:

- (a) may be provided in such manner and form as the Trustee thinks fit;
- (b) may be provided by way of such arrangements and subject to such conditions as the Trustee thinks fit; and
- (c) will be in lieu of and in full satisfaction of any benefit which would or might have been or become payable from the Fund but for the operation of this Schedule Rule.

9.3 A Participating Employer may revoke or vary a notice given under Schedule Rule 8.3 with the prior approval of the Trustee. The Trustee (after obtaining the advice of the Actuary) may adjust the rights, obligations and benefits of the persons whom the Trustee considers to be affected by such revocation or variation to such extent and in such manner as the Trustee considers appropriate and equitable.

10. Retirement benefits

10.1 Subject to the Rules, if a Member retires from the employ of the Employer on or after attaining:

- (a) age 60; or
- (b) with the consent of the Principal Employer, age 55 or such earlier age as the Principal Employer and the Trustee may determine,

a lump sum benefit will be payable to the Member equal to the lesser of:

- (c) 15% of Final Average Salary for each complete year of Fund Membership plus 2.5% of Final Average Salary for each complete year of Fund Membership after 1 October 1991; and
- (d) 7 times Final Average Salary,

subject to the following provisions of this Schedule Rule.

- 10.2 The amount of the benefit payable to a Member under this Schedule Rule will not be less than:
- (a) if the Member is leaving the employ of the Employer in the circumstances provided for in Schedule Rule 15, the benefit which would have been payable to the Member under Schedule Rule 15 had that Schedule Rule applied rather than this Schedule Rule; or
 - (b) in any other case, the benefit which would have been payable to the Member under Schedule Rule 16 had that Schedule Rule applied rather than this Schedule Rule.
- 10.3 In calculating a benefit under this Schedule Rule, periods of Fund Membership of less than one year's duration will also be taken into account on a proportionate basis in such manner as the Trustee may deem to be appropriate and equitable.
- 10.4 If a Member has been employed on a Part-time basis, for the purposes of this Schedule Rule:
- (a) the period of Fund Membership after 1 October 2003 while employed Part-time will be reduced in the proportion of Part-time hours worked to Full-time hours during that period; and
 - (b) Final Average Salary will be determined as if the Member had been employed Full-time on the Full-time equivalent of the Member's Part-time Salary.

11. Death in Service benefits: prior to age 60

- 11.1 Subject to the Rules, if a Member dies while in the employ of the Employer prior to attaining age 60, a lump sum benefit will be payable in respect of the Member equal to:
- (a) 15% of the Member's Annual Salary as at the date of death for each year of Prospective Fund Membership; plus
 - (b) 2.5% of the Member's Annual Salary as at the date of death for each year of Prospective Fund Membership after 1 October 1991,

subject to a maximum of seven times the Member's Annual Salary as at the date of death.

- 11.2 In calculating a benefit under this Schedule Rule, periods of Prospective Fund Membership of less than one year's duration will be taken into account on a proportionate basis in such manner as the Trustee may deem to be appropriate and equitable.
- 11.3 For the purposes of this Schedule Rule, if a Member was employed on a Part-time basis at the date of death, the Member's Annual Salary as at the date of death will be determined as if the Member were employed Full time on the Full-time equivalent of the Member's Part-time Salary.

12. Death benefits: after age 60

- 12.1 Subject to the Rules, if a Member dies while in the employ of the Employer on or after attaining age 60, a lump sum benefit will be payable in respect of the Member equal to the greater of:
- (a) an amount calculated in accordance with Schedule Rule 11; and
 - (b) the lump sum benefit which would have been payable to the Member under Schedule Rule 10 if the Member had retired from the employ of the Employer on the date of death.

13. Total and Permanent Disablement benefits

- 13.1 Subject to the Rules, if a Member suffers Total and Permanent Disablement while in the employ of the Employer, a lump sum benefit will be payable to or in respect of the Member.
- 13.2 Subject to the Rules, the benefit will be equal to the lump sum which would have been payable to the Member under Schedule Rule 11 or 12 (as applicable) if the Member had died on the Date of Disablement.
- 13.3 Any such benefit will be in lieu of any other right or benefit otherwise arising in respect of the Member under the Rules.
- 13.4 No benefit will be paid to or in respect of the Member while the Member remains in the employ of the Employer other than for the maintenance or support of the Member or any of the Member's Dependants for the purpose of relieving hardship.
- 13.5 If the Member dies before the whole of the benefit payable under this Schedule Rule has been paid or applied, the balance of that benefit will be dealt with in the manner provided in clause 13 of the Deed.
- 13.6 For the avoidance of doubt, benefits under this Schedule Rule may be adjusted or reduced pursuant to clause 10 in the circumstances contemplated by that Seafarers Rule.

14. Total and temporary disablement benefits

- 14.1 Subject to the Rules, if a Member becomes Totally Disabled while in the employ of the Employer:
- (a) an income benefit ("**Income Benefit**") will be payable to the Member in accordance with this Schedule Rule;
 - (b) the Member will not be required to make contributions to the Fund while the Income Benefit is payable;
 - (c) the Member will continue to be a Member during the Waiting Period and while Totally Disabled (regardless of whether the Member ceases to be in the employ of the Employer or is temporarily absent from the employ of the Employer); and
 - (d) no benefit will become payable to or in respect of the Member under any provisions of the Rules other than as specified in this Schedule Rule.
- 14.2 Subject to the Rules, while the Member is Totally Disabled, the Trustee will pay to the Member a monthly Income Benefit equal to:
- (a) one-twelfth of 75% of the Member's Annual Salary as at the Date of Disablement; LESS
 - (b) an amount determined by the Trustee to be the monthly equivalent of any sum paid or payable under:
 - (i) common law;
 - (ii) any workers' compensation legislation;
 - (iii) any other statute in force,

governing compensation to an employee injured or dying from an accident arising out of or in the course of their employment with the Employer; LESS

- (c) if the Member engages in or performs any occupation or work for reward after the commencement of the Waiting Period, an amount determined by the Trustee.
- 14.3 The Income Benefit will be payable on the first day of each calendar month. The first payment will be due on the first day of the calendar month following the month in which the Member is recognised by the Trustee as being Totally Disabled. The last payment will be due on the first day of the calendar month in which the Member ceases to be Totally Disabled.
- 14.4 A Member will cease to be Totally Disabled on the date as at which
- (a) the Member is determined to have recovered from their disability;
 - (b) the Member is declared to be Totally and Permanently Disabled;
 - (c) the Member reaches age 65; or
 - (d) the Member dies, whichever first occurs.
- 14.5 The Trustee may determine that a Member is not, or has ceased to be, Totally Disabled if the Member engages in or performs any occupation or work for reward after the commencement of the Waiting Period.
- 14.6 If the Member ceases to be Totally Disabled in the circumstances referred to in Schedule Rule 14.4(a) or 14.5 and:
- (a) the Member then rejoins or ceases to be temporarily absent from and returns to the employ of the Employer:
 - (i) the contributions by and in respect of the Member will be payable as required by the Rules; and
 - (ii) if the Member subsequently ceases for any reason to be in the employ of the Employer or becomes disabled or dies, the provisions of the Rules relating to the benefit payable in those circumstances will apply; or
 - (b) in other circumstances, subject to the Relevant Law, a benefit will be payable to the Member of an amount calculated under Schedule Rule 10 or 16 (as the case may be) depending upon the circumstances as at the date the Member ceases to be Totally Disabled, including:
 - (i) the Member's age at that date;
 - (ii) the period of Fund Membership completed to that date; and
 - (iii) the period of Service completed to that date,

and assuming that the Member had ceased to be in the employ of the Employer on that date.
- 14.7 If the Member is regarded as being Totally and Permanently Disabled, the benefit referred to in Schedule Rule 13 will then become payable subject to that Schedule Rule.
- 14.8 If the Member reaches age 65 and thereby ceases to be Totally Disabled, the Member will be deemed to have retired and the benefit referred to in Schedule Rule 10 will then become payable subject to that Schedule Rule.

- 14.9 If the Member dies, the benefit referred to in Schedule Rules 11 or 12 (as applicable) will become payable subject to the relevant Schedule Rule.
- 14.10 For the purposes of determining the benefits referred to in Schedule Rules 14.6 to 14.9 (inclusive):
- (a) the period from the Date of Disablement to the date the Member ceased to be Totally Disabled will be deemed to be a period of employment with the Employer and will be included in Fund Membership; and
 - (b) subject to Schedule Rule 14.10(c), the Member's Salary as at the Date of Disablement will be deemed to have continued to be the Member's Salary up to the date of ceasing to be Totally Disabled.
 - (c) where the Member was employed on a Part-time basis at the Date of Disablement, the Member's Annual Salary will be determined as if the Member were employed Full-time on the Full-time equivalent of the Member's Part-time Salary;
 - (d) for the purpose of determining Fund Membership or Prospective Fund Membership, where the Member was employed on a Part-time basis as at the Date of Disablement, the Member will be deemed to have worked (during the period from the Date of Disablement to the date the Member ceased to be Totally Disabled) the same proportion of Full-time hours as the Member was working at the Date of Disablement;
- 14.11 For the purposes of calculating the amount of or determining the Member's eligibility for any benefit payable pursuant to the Rules (the amount of or eligibility for which depends upon the amount of contributions paid by the Member or the period during which the Member has contributed), the Member will be deemed to have contributed on the normal basis throughout the period when the Income Benefit was payable to the Member under this Schedule Rule.
- 14.12 If the benefits under this Schedule Rule are insured and a benefit continues to be payable under such insurance in respect of a Member after the Income Benefits under this Schedule Rule have ceased to be payable, the Trustee may deem the Member to continue to be:
- (a) Totally Disabled for the purposes of this Schedule Rule; and
 - (b) in receipt of an Income Benefit,
- for the whole or part of the period during which such an insurance benefit continues to be paid in respect of the Member.
- 14.13 Notwithstanding anything expressed or implied to the contrary in these Rules, if a Member ceases to be in the employ of the Employer:
- (a) during the Waiting Period; or
 - (b) while entitled to receive an Income Benefit under this Schedule Rule,
- the Trustee may with the approval of the Principal Employer pay to or in respect of the Member (in addition to that Income Benefit) all or part of the benefit which would otherwise be payable under any other appropriate Schedule Rule in such circumstances. Any benefit which later becomes payable to or in respect of the Member under this Schedule Rule (other than the Income Benefit) will be reduced by the amount of the additional benefit paid under this Schedule Rule 14.13.

14.14 For the avoidance of doubt, benefits under this Schedule Rule may be adjusted or reduced pursuant to clause 10 in the circumstances contemplated by that Seafarers Rule.

15. Retrenchment, ill-health or injury

15.1 Subject to the Rules, if:

- (a) a Member's employment is terminated by the Employer before the Member attains age 65 for any reason other than grave misconduct; or
- (b) in the opinion of the Trustee (acting on information and advice satisfactory to it) a Member leaves the employ of the Employer before attaining age 65 by reason of ill-health or injury,

and the Member is not entitled to a benefit under Schedule Rule 10, 13 or 14, a lump sum benefit calculated in accordance with this Schedule Rule will be payable to the Member.

15.2 Subject to the Rules, the lump sum benefit under this Schedule Rule 15 will be equal to the greater of:

- (a) two and one quarter times the Member's Basic Benefit at the date of cessation of employment; and
- (b) an amount calculated as at the actual date of cessation of employment in accordance with Schedule Rule 10, reduced by one-eighth of one percent ($\frac{1}{8}\%$) of itself for each complete month by which the date of the Member's cessation of employment precedes the date of the Member's 55th birthday.

16. Leaving service benefit

16.1 Subject to the Rules, if a Member leaves the employ of the Employer in circumstances where no benefit is payable to or in respect of the Member under any other Schedule Rule of this Schedule, a lump sum benefit will be payable to the Member equal to the sum of:

- (a) the Member's Basic Benefit at the date of cessation of employment; and
- (b) a percentage of the Basic Benefit at the date of cessation of employment with the percentage being determined from the following table according to the number of completed years of Service:

6 or less completed years of Service	75%
7 completed years of Service	87½%
8 completed years of Service	100%
9 completed years of Service	112½%
10 or more completed years of Service	125%

17. Additional benefit

17.1 Upon a benefit being payable in respect of a Member under Schedule Rule 10, 11, 12, 13, 15 or 16, an additional benefit will also be payable equal to the total balances of the Member's Contribution Accounts, as at the date of cessation of employment.

18. Superannuation Guarantee Minimum

18.1 Subject to Schedule Rule 9 and any other right vested in the Employer to reduce suspend or terminate contributions to the Fund, but notwithstanding anything expressed or implied to the contrary in any other provision of the Rules, the benefit payable to or in respect of a Member from the Fund shall not be less than the Minimum SG Benefit.

19. Other benefits

19.1 Subject to the Relevant Law, the Trustee may, with the approval of the Principal Employer, pay to or in respect of a Member an amount not exceeding:

- (a) the minimum lump sum benefit (if any) which would have been payable from the Fund if the Member had voluntarily left the employ of the Employer in good health and without the consent or approval of the Employer on the date of such payment from the Fund; or
- (b) such greater amount (if any) as the Principal Employer may determine but not exceeding the Member's equitable share of the assets of this Part (as determined by the Trustee on the advice of the Actuary).

19.2 If a payment is made pursuant to Schedule Rule 19.1 then, unless otherwise agreed between the Member, the Principal Employer and the Trustee, the Member will for all intents and purposes under the Rules be treated as if they had ceased to be in the employ of the Employer with effect on and from the date as at which such payment is made.

20. Tax adjustments

20.1 The Trustee may make such deductions, adjustments and provisions as the Trustee considers appropriate in taking account of any tax or other governmental impost which, in the opinion of the Trustee, is or may become payable in connection with:

- (a) this Part;
- (b) the payment or transfer of any money or property to or from this Part, and the Trustee may pay any such tax or other impost to the relevant authority.

21. Residual assets

21.1 If:

- (a) there are no Members or beneficiaries under this Part;
- (b) the Trustee resolves to terminate this Part; and
- (c) the Trustee is satisfied that all benefits payable in respect of this Part have been paid,

the remaining assets referable to this Part will be realised and, after deducting all expenses relating to the termination of this Part, the Trustee may distribute any residual assets to the Participating Employers in such shares as the Principal Employer may determine.

22. Special arrangements

22.1 If the Trustee consents, the Principal Employer may agree with an Employee that he or she will be admitted to membership of this Part subject to special terms and conditions as to benefits,

contributions or otherwise. If the Trustee consents, the Principal Employer may agree with a Member to vary the terms and conditions of a Member's membership of the Fund.

22.2 Any such agreement:

- (a) must be evidenced in writing (in one or more documents) by the Principal Employer and the Employee or Member concerned in a form acceptable to the Principal Employer; and
- (b) may be varied, replaced or revoked:
 - (i) by a subsequent written agreement between the Principal Employer and the person concerned; or
 - (ii) in the manner provided for in the Rules as if the agreement was actually part of the Rules.

22.3 If there is a conflict between such an agreement (as varied or replaced from time to time) and the Rules, the Rules will prevail but (except where the agreement expressly provides otherwise), if there is a conflict between such an agreement and any provision of this Part, such agreement will prevail.

22.4 If and to the extent that the Trustee (after obtaining the advice of the Actuary) believes that to give effect to such an agreement would cause a deficiency in this Part:

- (a) before giving effect to such an agreement or in the course of doing so, the Trustee may require an undertaking from an Employer that it will contribute to this Part such additional amounts or rates of contributions as the Trustee may determine after obtaining the advice of the Actuary; and
- (b) if any such undertaking is not given or is not fulfilled to the Trustee's satisfaction, the Trustee may refuse to give effect to or to continue to give effect to that agreement in whole or in part.

22.5 In any case, the Trustee may refuse to give effect to such agreement if and to the extent that it considers to do so would cause the Fund or this Part to be in breach of or to fail to comply with the Relevant Law.

23. Temporary cessation of Employment

23.1 If a Member ceases to be in the employ of an Employer in circumstances in which it is reasonable to expect that cessation will only be of a temporary nature and that the Member will soon again become employed by an Employer, the Member's membership of this Part may continue subject to such conditions as may be agreed upon by the Trustee, the Member and the Employer.

24. Part-time Employment, absence or non-eligibility

24.1 Subject to the Rules, if the Trustee consents, the Principal Employer may determine special terms, conditions and restrictions in relation to the contributions to be payable and the benefits to be provided in respect of the Member during and in respect of any period when in the opinion of the Employer:

- (a) the Member is employed by the Employer in other than a full-time capacity;
- (b) the Member is absent from active employment with the Employer (whether with or without pay or the approval of the Employer); or

- (c) the Member remains in the employ of the Employer but is not a person who is classified as an Eligible Employee for the purposes of the Rules,

and any such determination will be binding on the Member concerned and all other interested persons.

- 24.2 To the extent that any such determination is not permitted by the Relevant Law it may only take effect with the consent of the Trustee.

25. Augmentation of benefits

- 25.1 Subject to the Rules and to such terms and conditions as the Principal Employer determines, the Principal Employer may direct the Trustee to pay or provide a benefit or other amount greater than would otherwise be provided.
- 25.2 The Principal Employer may rescind or vary any such direction.
- 25.3 The Trustee must act on such a direction, subject to the Rules and the following:
 - (a) if and to the extent that the Trustee (after obtaining the advice of the Actuary) believes that to act on such a direction would cause a deficiency in this Part, before acting on such a direction or in the course of doing so the Trustee may require an undertaking from an Employer that it will contribute to this Part such additional amounts or rates of contribution and at such times as the Trustee determines after obtaining the advice of the Actuary;
 - (b) if any undertaking required by the Trustee is not given or, having been given, is not fulfilled to the Trustee's satisfaction, the Trustee may refuse to pay or provide (or to continue to pay or provide) the greater benefit or amount to which the undertaking relates;
 - (c) to the extent that any direction or determination under this Schedule Rule is not permitted by the Relevant Law, it may only take effect with the consent of the Trustee.

26. Other schemes

- 26.1 Subject to the Rules and unless otherwise determined by the Principal Employer either generally or in any particular case, if in the opinion of the Employer:
 - (a) a Member is or could reasonably expect to become entitled to receive a benefit on retirement, death or disablement or in any other circumstances similar to those in which a benefit may be provided under the Rules from another scheme or arrangement; and
 - (b) any part of the costs of such other benefit are borne directly or indirectly by an Employer or any governmental authority,

the contributions to be payable to this Part and the benefits to be provided from this Part in respect of the Member will be adjusted in such manner and to such extent as the Principal Employer considers appropriate to take account of such actual or expected entitlement.

- 26.2 To the extent that any right, determination or direction referred to in Schedule Rule 26.1 above is not permitted by the Relevant Law, it may only take effect with the consent of the Trustee.

27. Form of benefits

- 27.1 If the Trustee and the Principal Employer agree, a Member or beneficiary may elect for a benefit which has or may become payable to be instead payable in other circumstances or in a different manner or form.
- 27.2 Any such election will be final and binding on all interested persons (including a person who may become entitled to receive a benefit in respect of the Member or beneficiary).
- 27.3 If an election has been made under this Schedule Rule, the Trustee may adjust the benefits which would or may otherwise become payable in respect of the Member or beneficiary in such manner and to such extent as the Trustee thinks fit.
- 27.4 The Trustee may, after obtaining the Actuary's advice and the consent of the Principal Employer, unilaterally commute to a lump sum any pension which is or would otherwise become payable from the Fund if the Trustee considers the amount of the benefit to be trivial.

Schedule B4 – Maritime AMOU Accumulation

1. Establishment of Part

1.1 The Maritime AMOU Accumulation Part is established as a Part of the Seafarers Division.

2. Rules

2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern this Part, with the exception of the following provisions of the Seafarers Rules:

- (a) Seafarers Rule 12;
- (b) Seafarers Rule 13; and
- (c) Seafarers Rule 14.

3. Definitions and interpretation

3.1 For the purposes of this Schedule, the following definitions apply unless the context requires otherwise.

“Annual Salary” means, in relation to a Member at any particular date, the annual rate of the Member's Salary as at that date. **“Future Service”** means, in relation to a Member, the period between:

- (a) the date of the Member's death or the date of the Member's disablement (as the case may be); and
- (b) the Member's Normal Retirement Date.

“Normal Retirement Date” in relation to a Member means the Member's 65th birthday.

“Principal Employer” means the Australian Maritime Officers Union (ABN 56 181 230 800) or any other entity nominated by the incumbent Principal Employer (from to time) and agreed by the Trustee.

“Prospective Fund Membership” means, in relation to a Member, the period between:

- (a) the date of the Member's death or the Date of Disablement (as the case may be); and
- (b) the Member's 65th birthday.

“Salary” means, in relation to a Member, the ordinary periodic remuneration at which the Member is employed by the Employer and, unless the Principal Employer determines otherwise, excludes any bonus, commission, payment for overtime or other remuneration, allowance, loading or emolument which the Principal Employer determines to be of an extraordinary nature either generally or in any particular case.

“Schedule Rule” means a Rule under this Schedule B4 of Division 7.

4. Membership

4.1 Membership of this Part will be open to, and will be limited to, Employees of the Principal Employer.

4.2 All Former SRF Fund Members who as at SRF Merger Date were members of the AMOU Staff Division under Schedule 4 of the Former SRF Fund Rules will be Members of this Part until they cease to be a Member or transfer to another Part or Division.

5. Employer contributions

- 5.1 The Principal Employer must make contributions in respect of a Member equal to 18% of each payment of Salary in respect of the Member. The Principal Employer must make such contributions within 28 days after the end of the quarter in which the Principal Employer makes the relevant payment of Salary.

6. Accumulation benefits

- 6.1 A benefit will be payable to or in respect of a Member in the circumstances in which the Relevant Law permit a benefit to be paid (subject to a claim for the benefit being made and established to the satisfaction of the Trustee). The amount of the benefit will be equal to the Member's Accumulated Benefit.
- 6.2 The Trustee will pay a benefit in respect of a Member in the circumstances in which the Relevant Law require a benefit to be paid. The amount of the benefit will be equal to the Member's Accumulated Benefit.

7. Death benefit

- 7.1 Subject to the terms and conditions of any applicable Policy, if a Member dies while in Service prior to the Normal Retirement Date the benefit payable is equal to:
- (a) the Member's Annual Salary (at the date of the Member's death) x 17.5% x Future Service; plus
 - (b) the Accumulated Benefit.

8. Total and Permanent Disablement benefits

- 8.1 Subject to the terms and conditions of any applicable Policy, if a Member suffers Total and Permanent Disablement while in the employ of a Participating Employer, a lump sum benefit will be payable to or in respect of the Member.
- 8.2 The benefit will be equal to the lump sum which would have been payable to the Member under Schedule Rule 7 calculated as if the Member had died on the Date of Disablement.
- 8.3 Any such benefit will be in lieu of any other right or benefit otherwise arising in respect of the Member under the Rules.
- 8.4 If the Member dies before the whole of the Benefit payable under this Schedule Rule has been paid or applied, the balance of that Benefit will be dealt with in the manner provided in clause 13 of the Deed.
- 8.5 For the avoidance of doubt, benefits under this Schedule Rule may be adjusted or reduced pursuant to clause 10 of the Deed in the circumstances contemplated by that Seafarers Rule.

9. Total and temporary disablement benefits

- 9.1 Subject to the Rules, the Statutory Requirements and the terms and conditions of any applicable Policy if a Member becomes Totally Disabled while in the employ of the Employer:
- (a) an income benefit ("**Income Benefit**") will be payable to the Member in accordance with this Schedule Rule;
 - (b) the Member will continue to be a Member during the Waiting Period and while Totally Disabled (regardless of whether the Member ceases to be in the employ

of the Employer or is temporarily absent from the employ of the Employer); and

- (c) subject to Schedule Rules 7 and 8, no benefit will become payable to or in respect of the Member under any provisions of the Rules other than as specified in this Schedule Rule.

9.2 Subject to the Rules, while the Member is Totally Disabled, the Trustee will pay to the Member a monthly Income Benefit equal to:

- (a) one-twelfth of 75% of the Member's Annual Salary as at the Date of Disablement; LESS
- (b) an amount determined by the Trustee to be the monthly equivalent of any sum paid or payable under:
 - (i) common law;
 - (ii) any workers' compensation legislation; or
 - (iii) any other statute in force,

governing compensation to an employee injured or dying from an accident arising out of or in the course of their employment with the Employer; LESS
- (c) if the Member engages in or performs any occupation or work for reward after the commencement of the Waiting Period, an amount determined by the Trustee.

9.3 The Income Benefit will be payable on the first day of each calendar month. The first payment will be due on the first day of the calendar month following the month in which the Member is recognised by the Trustee as being Totally Disabled. The last payment will be due on the first day of the calendar month in which the Member ceases to be Totally Disabled.

9.4 A Member will cease to be Totally Disabled on the date as at which:

- (a) the Member is determined to have recovered from their disability;
- (b) the member has been Totally Disabled for:
 - (i) a continuous period of 24 months; or
 - (ii) a total of 24 months:
 - (A) taking into account any series of two or more periods of Total Disablement which resulted from the same or a related illness or injury; and
 - (B) excluding any period of Total Disablement which commenced more than 6 months after the end of the previous period of Total Disablement in the series;
- (c) the Member is declared to be Totally and Permanently Disabled;
- (d) the Member reaches age 65; or
- (e) the member dies,

whichever occurs first.

- 9.5 The Trustee may determine that a Member is not, or has ceased to be, Totally Disabled if the Member engages in or performs any occupation or work for reward after the commencement of the Waiting Period.
- 9.6 For the avoidance of doubt, benefits under this Schedule Rule may be adjusted or reduced pursuant to clause 10 of the Deed.

10. Tax adjustments

- 10.1 The Trustee may make such deductions, adjustments and provisions as the Trustee considers appropriate in taking account of any tax or other governmental impost which, in the opinion of the Trustee, is or may become payable in connection with:
- (a) this Part;
 - (b) the payment or transfer of any money or property to or from this Part, and the Trustee may pay any such tax or other impost to the relevant authority.

Schedule B5 – Maritime INCO Accumulation

1. Establishment of Part

- 1.1 The Maritime INCO Accumulation Part is established as a Part of the Seafarers Division.
- 1.2 This Part is divided into the following categories of membership as defined in Schedule Rule 3:
- (a) Category 2 (SG Accumulation);
 - (b) Category 4 (13% Accumulation).

2. Rules

- 2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern Category 2 and Category 4 Members of this Part, with the exception of the following provisions of the Seafarers Rules:
- (a) Seafarers Rule 12;
 - (b) Seafarers Rule 13; and
 - (c) Seafarers Rule 14.

3. Definitions and interpretation

- 3.1 For the purposes of this Schedule, the following definitions apply unless the context requires otherwise.

“Accumulated Benefit” means amounts accumulated under those Rules of Seafarers Rule 23 as are applicable to Members of this Part.

“Annual Salary” means the annual rate of Salary payable to a Member which has been advised to the Trustee by the Participating Employer.

“Casual” in relation to a Member’s employment means employment which is determined by the Participating Employer not to be Permanent Employment.

“Category 2 Member” means:

- (a) a Former SRF Fund Member who as, at SRF Merger Date was a Category 2 Member of the Inco Ships Division of the SRF Fund under Schedule 5 of the Former SRF Fund Rules; and
- (b) a new member who is admitted to the Fund after SRF Merger Date or transferred to this Part from another Part or Division in accordance with the Rules and to whom the Rules for Category 2 Members are to apply.

“Category 4 Member” means:

- (a) a Former SRF Fund Member who as at SRF Merger Date was a Category 4 Member of the Inco Ships Division under Schedule 5 of the Former SRF Fund Rules; or
- (b) a new member who is admitted to the Fund after SRF Merger Date and to whom the Rules for Category 4 Members are to apply.

“Compulsory Employer Accumulation” means in relation to:

- (a) a Category 2 Member - the accumulation (as determined by the Trustee) of amounts contributed under Schedule Rule 10.2(a), clause 12.2(a) of Schedule 5 of the Former SRF Fund Rules and under Rule 3.2(a) of the Intercontinental Marine Trust Deed in respect of the Category 2 Member; and
- (b) a Category 4 Member the accumulation (as determined by the Trustee) of amounts contributed under Schedule Rule 11.2(a), clause 13.2(a) of Schedule 5 of the Former SRF Fund Rules and under Rule 3.2(a) of the Intercontinental Marine Trust Deed in respect of the Category 4 Member.

“Future Service” means, in relation to a Member, the period between:

- (a) the date of the Member's death or the date of the Member's disablement (as the case may be); and
- (b) the Member's Normal Retirement Date.

“Insurance” means any policy of insurance effected by the Trustee:

- (a) to provide the whole or part of a death or Total and Permanent Disablement Benefit payable to or in respect of a Member; or
- (b) to provide the whole or part of a Total and Temporary Disablement Benefit payable to or in respect of a Member.

“Intercontinental Marine Superannuation Fund” means the complying superannuation fund of that name governed by a trust deed dated 21 October 1996.

“Intercontinental Marine Trust Deed” means the trust deed dated 21 October 1996 (as amended) governing the Intercontinental Marine Superannuation Fund, as in force on the SRF Fund Merger Date.

“Membership Period” in relation to a Member means the number of years of Fund Membership calculated in complete years and complete months but excludes any period during which the Member is classified as being Totally Disabled.

“Normal Retirement Date” in relation to a Member means the Member's 65th birthday.

“Participating Employer” means the Principal Employer and any Employer admitted to the Intercontinental Marine Superannuation Fund as a Participating Employer under Schedule Rule 5.

“Permanent” in relation to a Member's employment means that employment status determined by the Participating Employer to be permanent employment (whether full-time or part-time).

“Principal Employer” means Inco Ships Pty Ltd (ACN 072 506 257) or any other entity nominated by the incumbent Principal Employer (from to time) and agreed by the Trustee.

“Review Date” means:

- (a) 1 July or such other date as the Trustee may from time to time nominate in relation to either the Fund or a particular Members; and

- (b) in relation to a Member who first joins the Fund between Review Dates, the date the Member joined the Fund and thereafter the Review Date described in paragraph (a).

“Salary” means, in relation to a Member, either:

- (a) the ordinary periodic remuneration at which the Member is employed by the Participating Employer and includes fees paid to a director in respect of his or her directorship but, unless the Principal Employer determines otherwise, excludes any bonus, commission, payment for overtime or other remuneration, allowance, loading or emolument which the Principal Employer determines to be of an extraordinary nature either generally or in any particular case; or
- (b) such other amount for some or all purposes of the Fund as is agreed upon between the Member and the Participating Employer.

“Schedule Rule” means a Rule under this Schedule B5 of Division 7.

“Service” means continuous service under the Permanent employ of a Participating Employer and for the purposes of this definition a Member’s service does not cease to be continuous by reason only of:

- (a) in the case of a Former SRF Fund Member admitted to this Part under Schedule Rule 4.1 – the transfer from the SRF Fund to the Fund on SRF Merger Date;
- (b) a transfer from the services of one Participating Employer to the services of another Participating Employer; or
- (c) the Member’s temporary absence from the service of a Participating Employer:
- (i) while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or
- (ii) in any other circumstances which for the purposes of the Fund the Principal Employer regards as not resulting in a break in the continuity of the Member’s service,

provided however that if a Member is employed on a Casual basis by a Participating Employer, the Member’s service ceases to be continuous on the date of cessation of Permanent employment (as determined by the Trustee).

“SRF Fund Merger Date” means the date on which the Intercontinental Marine Superannuation Fund merged with the SRF Fund pursuant to a successor fund transfer, being 1 December 2005.

4. Membership

- 4.1 All Former SRF Fund Members who as at SRF Merger Date were members of the Inco Ships Division of the SRF Fund under Schedule 5 of the Former SRF Fund Rules will be Members of this Part until they cease to be a Member or transfer to another Part or Division.

5. Participating Employers

- 5.1 The Trustee agrees to admit as a Participating Employer for the purposes of this Part:

- (a) any employer who is an Australian resident, related body corporate of the Principal Employer; or

- (b) any other employer who is a related body corporate of the Principal Employer and the Trustee is satisfied that the admission of the employer will not prejudice the taxation concessions available to the Fund,

and who otherwise meets the requirements contemplated by the Seafarers Rules.

6. Contributions

- 6.1 A Member may contribute additional amounts if the Participating Employer and Trustee agree. If such additional contributions are not credited to an account established in respect of the Member, the Trustee must adjust the Member's benefits or the basis or ascertaining the Member's benefits in such a manner as it considers equitable.
- 6.2 The Trustee may, with the Participating Employer's consent, waive contributions payable by a Member. The Participating Employer may pay the amount of the contributions that have been waived. Any amount paid under this Schedule Rule must, subject to the deduction of any taxes or expenses attributable to it, fully vest in the Member and does not reduce the Participating Employer's liability to make any contributions for which the Participating Employer may otherwise be liable.

7. Surplus

- 7.1 If the result of an Actuary's investigation and valuation conducted under Seafarers Rule 22 reveals a surplus referable to the assets of this Part then, subject to the Relevant Law, the Trustee shall, at the request of the Principal Employer, deal with such surplus by:
 - (a) reducing any Employer contributions payable to the Fund or this Part; or
 - (b) paying the whole or a portion of the surplus to the Principal Employer.

8. Residual Assets

- 8.1 If:
 - (a) there are no Members or beneficiaries under this Part; and
 - (b) the Trustee is satisfied that all benefits payable in respect of this Part have been paid,
 then the Trustee may resolve to terminate this Part. If the Trustee so resolves then the assets referable to this Part will be realised and, after deducting all expenses relating to the termination of this Part, the Trustee may distribute any residual assets to former Members, deceased Members' Dependants or legal personal representative and the Participating Employers in proportions the Trustee in its discretion determines is appropriate.

9. Benefits

9.1 [Deleted]

9.2 [Deleted]

9.3 Death Benefits

Death in Service before Normal Retirement Date

- (a) Subject to the terms and conditions of any applicable Policy, if a Member dies while in Service prior to the Normal Retirement Date the benefit payable is equal to:

- (i) the Member's Salary (at the date of the Member's death) x 17.5% x Future Service; plus
- (ii) the Accumulated Benefit.

9.4 Total and Permanent Disablement Benefits

- (a) Subject to the terms and conditions of any applicable Policy, if a Member suffers Total and Permanent Disablement while in the employ of a Participating Employer, a lump sum benefit will be payable to or in respect of the Member.
- (b) The benefit will be equal to the lump sum which would have been payable to the Member under Schedule Rule 9.3 calculated as if the Member had died on the Date of Disablement.

9.5 Any such benefit will be in lieu of any other right or benefit otherwise arising in respect of the Member under the Rules. Total and Temporary Disablement

Benefits How Calculated

- (a) Subject to the terms and conditions of any applicable Policy, if prior to reaching age 65 a Member becomes Totally Disabled while in the employ of a Participating Employer, the Trustee must, unless a benefit has already been paid under Schedule Rule 9.3 or 9.7, pay to the Member a monthly income salary continuance benefit (the "income benefit"), the amount of which, subject to this Schedule Rule, must not in any case exceed the lesser of:
 - (i) one-twelfth of 75% of the Member's Annual Salary immediately prior to the Date of Disablement; and
 - (ii) such amount as determined by the Insurer from time to time.
- (b) The amount determined under paragraph (a) is reduced by the sum of:
 - (i) any monthly sum paid or payable to the Member under any provision (statutory or otherwise) for workers' compensation and sick leave or, if not monthly or otherwise periodical, its monthly equivalent as determined by the Insurer or the Trustee, as the case may be; and
 - (ii) the amount calculated in terms of the Insurance in relation to the amount (if any) earned by the Member from gainful occupation in terms of Schedule Rule 9.6(f).

When Payable

- (c) The income benefit is payable on the first day of each calendar month, the first payment being made in accordance with the Insurance and is calculated from the Date of Disablement. The last payment is calculated from the first day of the relevant calendar month to the date on which the Member ceases to be Totally Disabled.

Ceasing to be Totally Disabled

- (d) A Member will cease to be Totally Disabled 24 months after the Date of Disablement or when the Member:
 - (i) no longer satisfies the definition of Total Disablement;

- (ii) engages in or performs any occupation or work for reward (except under Schedule Rule 9.6(f));
 - (iii) becomes Totally and Permanently Disabled under Schedule Rule 9.5;
 - (iv) turns 65 years old;
 - (v) dies; or
 - (vi) qualifies for a benefit under Schedule Rule 9.3 or 9.7,
- whichever occurs first.

Determining Benefits

- (e) For the purposes of determining the benefits relevant to paragraphs 9.6(d)(iii), (iv) or (v), the Member's Annual Salary and classification relating to the Review Date immediately prior to his Date of Disablement are deemed to apply up to the Normal Retirement Date. If paragraphs 9.6(d)(i) or (ii) apply and the Member ceases Service, the withdrawal or early retirement benefits are calculated as at the date on which the Member ceased to be Totally Disabled.

9.6 Gainful Occupation

- (f) While a Member is receiving an income benefit and if the Trustee requests in writing, the Insurer may in terms of the Insurance agree that the Member can engage in gainful occupation. However, for the purposes of this Schedule Rule, the Member is deemed not to have been so engaged or able to be so engaged and a period for which the income benefit is payable is deemed to be a period of Total Disablement.

9.7 Withdrawal Benefits

- (a) If a Member, prior to attaining age 55, ceases Service other than by reason of death or Total and Permanent Disablement, the benefit payable is the sum of:
 - (i) the Discounted Accrued Retirement Benefit; and
 - (ii) the Member's Accumulated Benefit (if any) at the date the Member ceases Service.
- (b) For the purposes of this Schedule Rule:

"Discounted Accrued Retirement Benefit" means a lump sum benefit amount calculated as:

- (i) 14% *times* Final Average Salary *times* the Member's Membership Period,
- (ii) *reduced by 2%* for every year (calculated in complete years and complete months without compounding) between the date the Member ceases Service and the Member's 55th birthday, subject to a maximum reduction of 70%.

10. Rules Applying Only to Category 2 Members

10.1 Member Contributions

- (a) A Member may in respect of each Review Period contribute to the Fund at such whole dollar amount or percentage rate of his Annual Salary at the commencement of that

period, as the Member determines and advises the Participating Employer from time to time.

- (b) A Member is deemed to contribute to the Fund amounts contributed under Schedule Rule 6.2.
- (c) A Member may cease making contributions for such period as the Member is Totally Disabled.

10.2 Employer Contributions

- (a) The Participating Employer must contribute in respect of any Member such amount as is required for the Participating Employer to avoid a liability for the Superannuation Guarantee Charge in respect of a Member.
- (b) In determining the amount of contributions under paragraph (a) the Participating Employer is entitled to take into account any contributions made by the Participating Employer in respect of the Member to the Fund or any contributions made or intended or required to be made by the Participating Employer in respect of the Member to any Approved Benefit Arrangement which causes the Participating Employer in whole or in part to avoid a liability for the Superannuation Guarantee Charge.

10.3 Leaving Service Benefits

If a Member ceases Service other than by reason of death or Total and Permanent Disablement where the Member qualifies for a benefit under Schedule Rule 10.4, the benefit payable is the sum of the Member's Accumulated Benefit at the date the Member ceases Service.

11. Rules Applying Only to Category 4 Members

11.1 Rules Governing Category 2 Members to Apply

Subject to Schedule Rule 2, the Deed, the Seafarers Rules, this Schedule and the rules that apply to and govern Category 2 Members apply to and govern Category 4 Members of this Part, with the exception of Schedule Rule 10.2 in respect of Category 2 Members.

11.2 Employer Contributions

- (a) The Participating Employer must contribute in respect of any Member at the rate of 13% of Annual Salary.
- (b) In determining the amount of contributions under paragraph (a) the Participating Employer is entitled to take into account any contributions made by the Participating Employer in respect of the Member to the Fund or any contribution made or intended or required to be made by the Participating Employer in respect of the Member to any Approved Benefit Arrangement which causes the Participating Employer in whole or in part to avoid a liability for the Superannuation Guarantee Charge.

Schedule B6 – Maritime CSL Accumulation

1. Establishment of Part

1.1 The Maritime CSL Accumulation Part is established as a Part of the Seafarers Division.

2. Rules

2.1 The Deed, the Seafarers Rules and this Schedule apply to and govern this Part, with the exception of the following provisions of the Seafarers Rules:

- (a) Seafarers Rule 12;
- (b) Seafarers Rule 13; and
- (c) Seafarers Rule 14.

3. Definitions and interpretation

3.1 For the purposes of this Schedule, the following definitions apply unless the context requires otherwise.

“Accumulated Benefit” means amounts accumulated under those Rules of Seafarers Rule 23 as are applicable to Members of this Part.

“Annual Salary” means the annual rate of Salary payable to a Member which has been advised to the Trustee by the Participating Employer.

“Casual” in relation to a Member’s employment means employment which is determined by the Participating Employer not to be Permanent Employment.

“CSL Super Member” means:

- (a) a Member who was a Category 2 Member of the Schedule B5 - Inco Ships Part and who transferred to this Part; and
- (b) a new member who is admitted to this Part or transferred to this Part from another Part or Division in accordance with the Rules.

“Compulsory Employer Accumulation” means the accumulation (as determined by the Trustee) of amounts contributed under Schedule Rule 7.2(a), clause 12.2(a) of Schedule 5 of the Former SRF Fund Rules and under Rule 3.2(a) of the Intercontinental Marine Trust Deed in respect of the Category 2 Member.

“Future Service” means, in relation to a Member, the period between:

- (a) the date of the Member's death or the date of the Member's disablement (as the case may be); and
- (b) the Member’s Normal Retirement Date.

“Insurance” means any policy of insurance effected by the Trustee:

- (a) to provide the whole or part of a death or Total and Permanent Disablement Benefit payable to or in respect of a Member; or

- (b) to provide the whole or part of a Total and Temporary Disablement Benefit payable to or in respect of a Member.

“Minimum SG Benefit” means, in relation to a Member, the minimum amount which must be provided by this Part, on termination of Employment, (when added to benefits from other funds) to relieve the Employer from any liability for a shortfall under the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992.

“Normal Retirement Date” in relation to a Member means the Member’s 65th birthday.

“Participating Employer” means the Principal Employer, CSL Australia Ltd as a Participating Employer under Schedule Rule 5.

“Permanent” in relation to a Member’s employment means that employment status determined by the Participating Employer to be permanent employment (whether full-time or part-time).

“Principal Employer” means CSL Australia Ltd (ACN 080 378 614) or any other entity nominated by the incumbent Principal Employer (from to time) and agreed by the Trustee.

“Review Date” means:

- (a) 1 July or such other date as the Trustee may from time to time nominate in relation to either the Fund or a particular Members; and
- (b) in relation to a Member who first joins the Fund between Review Dates, the date the Member joined the Fund and thereafter the Review Date described in paragraph (a).

“Salary” means, in relation to a Member, either:

- (a) the ordinary periodic remuneration at which the Member is employed by the Participating Employer and includes fees paid to a director in respect of his or her directorship but, unless the Principal Employer determines otherwise, excludes any bonus, commission, payment for overtime or other remuneration, allowance, loading or emolument which the Principal Employer determines to be of an extraordinary nature either generally or in any particular case; or
- (b) such other amount for some or all purposes of the Fund as is agreed upon between the Member and the Participating Employer.

“Schedule Rule” means a Rule under this Schedule B6 of Division 7.

“Service” means continuous service under the Permanent employ of a Participating Employer and for the purposes of this definition a Member’s service does not cease to be continuous by reason only of:

- (a) in the case of a Former Category 2 Member of Schedule B5 admitted to this Part under Schedule Rule 4.1 – the transfer to this Schedule B6;
- (b) a transfer from the services of one Participating Employer to the services of another Participating Employer; or
- (c) the Member’s temporary absence from the service of a Participating Employer:
- (i) while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or

- (ii) in any other circumstances which for the purposes of the Fund the Principal Employer regards as not resulting in a break in the continuity of the Member's service;

provided however that if a Member is employed on a Casual basis by a Participating Employer, the Member's service ceases to be continuous on the date of cessation of Permanent employment (as determined by the Trustee).

4. Membership

- 4.1 All Members who were members of the Schedule B5 - Inco Ships Part and transferred to this Part will be Members of this Part until they cease to be a Member or transfer to another Part or Division.

5. Participating Employers

- 5.1 The Trustee agrees to admit as a Participating Employer for the purposes of this Part:
 - (a) any employer who is an Australian resident, related body corporate of the Principal Employer; or
 - (b) any other employer who is a related body corporate of the Principal Employer and the Trustee is satisfied that the admission of the employer will not prejudice the taxation concessions available to the Fund,

and who otherwise meets the requirements contemplated by the Seafarers Rules.

6. Contributions

- 6.1 A Member may contribute additional amounts if the Participating Employer and Trustee agree. If such additional contributions are not credited to an account established in respect of the Member, the Trustee must adjust the Member's benefits or the basis or ascertaining the Member's benefits in such a manner as it considers equitable.
- 6.2 The Trustee may, with the Participating Employer's consent, waive contributions payable by a Member. The Participating Employer may pay the amount of the contributions that have been waived. Any amount paid under this Schedule Rule must, subject to the deduction of any taxes or expenses attributable to it, fully vest in the Member and does not reduce the Participating Employer's liability to make any contributions for which the Participating Employer may otherwise be liable.

7. Benefits

7.1 Member Contributions

- (a) A Member may in respect of each Review Period contribute to the Fund at such whole dollar amount or percentage rate of his Annual Salary, as the Member determines and advises the Participating Employer from time to time.
- (b) A Member is deemed to contribute to the Fund amounts contributed under Schedule Rule 6.2.
- (c) A Member may cease making contributions for such period as the Member is Totally Disabled.

7.2 Employer Contributions

- (a) The Participating Employer must contribute in respect of any Member such amount as is required for the Participating Employer to avoid a liability for the Superannuation Guarantee Charge in respect of a Member.
- (b) In determining the amount of contributions under paragraph (a) the Participating Employer is entitled to take into account any contributions made by the Participating Employer in respect of the Member to the Fund or any contributions made or intended or required to be made by the Participating Employer in respect of the Member to any Approved Benefit Arrangement which causes the Participating Employer in whole or in part to avoid a liability for the Superannuation Guarantee Charge.

7.3 Leaving Service Benefits

If a Member ceases Service other than by reason of Death or Total and Permanent Disablement where the Member qualifies for a benefit under Schedule Rule 7.4 or 7.5, the benefit payable is the sum of the Member's Accumulated Benefit at the date the Member ceases Service.

7.4 Death Benefits

Death in Service before Normal Retirement Date

- (a) Subject to the terms and conditions of any applicable Policy, if a Member dies while in Service prior to the Normal Retirement Date the benefit payable is equal to:
 - (A) the Member's Salary (at the date of the Member's death) x 17.5% x Future Service; plus
 - (B) the Accumulation Account Balance.

7.5 Total and Permanent Disablement Benefits

- (a) Subject to the terms and conditions of any applicable Policy, if a Member suffers Total and Permanent Disablement while in the employ of a Participating Employer, a lump sum benefit will be payable to or in respect of the Member.
- (b) The benefit will be equal to the lump sum which would have been payable to the Member under Schedule Rule 7.4 calculated as if the Member had died on the Date of Disablement.
- (c) Any such benefit will be in lieu of any other right or benefit otherwise arising in respect of the Member under the Rules.

7.6 Total and Temporary Disablement

Benefits How Calculated

- (a) Subject to the terms and conditions of any applicable Policy, if prior to reaching age 65 a Member becomes Totally Disabled while in the employ of a Participating Employer, the Trustee must, unless a benefit has already been paid under Schedule Rule 7.3, pay to the Member a monthly income salary continuance benefit (the "income benefit"), the amount of which, subject to this Schedule Rule, must not in any case exceed the lesser of:
 - (i) one-twelfth of 75% of the Member's Annual Salary immediately

prior to the Date of Disablement; and

- (ii) such amount as determined by the Insurer from time to time.
- (b) The amount determined under paragraph (a) is reduced by the sum of:
- (i) any monthly sum paid or payable to the Member under any provision (statutory or otherwise) for workers' compensation and sick leave or, if not monthly or otherwise periodical, its monthly equivalent as determined by the Insurer or the Trustee, as the case may be; and
 - (ii) the amount calculated in terms of the Insurance in relation to the amount (if any) earned by the Member from gainful occupation in terms of Schedule Rule 7.6(f).

When Payable

- (c) The income benefit is payable on the first day of each calendar month, the first payment being made in accordance with the Insurance and is calculated from the Date of Disablement. The last payment is calculated from the first day of the relevant calendar month to the date on which the Member ceases to be Totally Disabled.

Ceasing to be Totally Disabled

- (d) A Member will cease to be Totally Disabled 24 months after the Date of Disablement or when the Member:
- (i) no longer satisfies the definition of Total Disablement;
 - (ii) engages in or performs any occupation or work for reward (except under Schedule Rule 7.6(f));
 - (iii) becomes Totally and Permanently Disabled under Schedule Rule 7.5;
 - (iv) turns 65 years old;
 - (v) dies; or
 - (vi) qualifies for a benefit under Schedule Rule 7.3, whichever occurs first.

Determining Benefits

- (e) For the purposes of determining the benefits relevant to paragraphs 7.6(d)(iii), (iv) or (v), the Member's Annual Salary and classification relating to the Review Date immediately prior to his Date of Disablement are deemed to apply up to the Normal Retirement Date. If paragraphs 7.6(d)(i) or (ii) apply and the Member ceases Service, the withdrawal or early retirement benefits are calculated as at the date on which the Member ceased to be Totally Disabled.

Gainful Occupation

- (f) While a Member is receiving an income benefit and if the Trustee requests in writing, the Insurer may in terms of the Insurance agree that the Member can engage in gainful occupation. However, for the purposes of this Schedule Rule, the Member is deemed not to have been so engaged or able to be so engaged and a period for which the income benefit is payable is deemed to be a period of Total Disablement.