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Crown Law Department,
Perth, 26th April, 1966.

THE undermentioned Regulations made under the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and amended from time to time up to and including the 14th February, 1966, are reprinted as so amended pursuant to the Reprinting of Regulations Act, 1954, by authority of the Minister for Justice.

R. C. GREEN,
Under Secretary for Law.

SUPERANNUATION, SICK, DEATH, INSURANCE, GUARANTEE AND
ENDOWMENT (LOCAL GOVERNING BODIES' EMPLOYEES) FUNDS
ACT, 1947.

REGULATIONS

Published in the *Government Gazette* on the 2nd August, 1949, and reprinted in the *Government Gazette* published on the 19th March, 1956, incorporating all amendments published in the *Government Gazette* up to and including the 13th August, 1954, and now reprinted incorporating the further amendments thereto published in the *Government Gazette* on the 20th December, 1960, the 24th May, 1961, the 16th January, 1963, the 23rd April, 1963, and the 6th July, 1965, and the amendments that, pursuant to the provisions of section 8 of the Decimal Currency Act, 1965, are deemed for the purposes of this reprint to be amendments to the regulations; and reprinted pursuant to the Reprinting of Regulations Act, 1954.

Reprinted pursuant to the Reprinting of Regulations Act, 1954, by authority of the Minister for Justice, dated 26th April, 1966.

SUPERANNUATION, SICK, DEATH INSURANCE GUARANTEE AND ENDOWMENT (LOCAL GOVERNING BODIES' EMPLOYEES) FUNDS ACT, 1947.

Citation and Arrangement.

These Regulations, which may be cited as the Local Governing Bodies' Provident Fund (Endowment) Regulations, are divided into groups as under—

No.—

1. Definitions.
- 2-6. Establishment and Administration of Provident Fund.
- 7-14. Membership and Subscriber's Assurance Cover.
15. Agreement with Assurance Company.
- 16-18. Disposal of Proceeds from Policy on Maturity or on earlier termination of Employment, etc.
19. Transfer of Subscriber from one Corporation to another.
20. Reserve Account.
21. Policy not to be assigned.
22. Personal Nature of Benefits.
23. Policy not to lapse.
24. Audit of Accounts.
25. Penalty for breach of Regulations.

Definitions.

1. In these Regulations unless the context otherwise requires—

“Act” shall mean the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947.

“Assurance Company” shall mean the Australian Mutual Provident Society, a Corporation duly constituted under the Australian Mutual Provident Society's Act, 1910-1941 (of New South Wales) and registered under the provisions of the (Commonwealth) Life Insurance Act, 1945. For the purposes of Regulations 16 (a), 17, 18 and 23 the term “Assurance Company” shall mean and include any Company registered under the provisions of the (Commonwealth) Life Insurance Act, 1945, which shall have on its Register an existing policy made subject to these Regulations in accordance with Regulation 13.

“Committee” shall mean a group of persons appointed by one or more Corporations to administer a Provident Fund established by such Corporation or Corporations; and

“Appropriate Committee” shall mean the particular Committee so appointed to administer the particular Provident Fund established in respect of a Scheme or Plan formulated in respect of the particular employees of such Corporation or Corporations.

“Corporation” for the purposes of the Act and these Regulations shall exclude the Municipality of the City of Perth and the Municipal Council thereof.

“Employee” shall mean any person certified by the Town Clerk or Secretary of a Corporation as being employed in a permanent capacity by such Corporation in circumstances which justify an expectation that, subject to good conduct and efficiency, his employment will be continuous and permanent. For the purpose of this definition a person shall not be deemed to be employed in a permanent capacity when he is employed casually or in connection with a particular work or undertaking, the completion of which will put an end to his employment.

“Insurance” and “Assurance,” for the purpose of these Regulations, shall have the same meaning.

"Minister" shall mean the Minister who is for the time being charged with the administration of the Municipal Corporations Act, 1907-1947¹ and the Road Districts Act, 1919-1947.²

"Provident Fund" shall mean a Fund established by one or more Corporations into which and from which all moneys in respect of a Scheme or Plan of Endowment Assurance formulated in accordance with the Act are paid; and

"Appropriate Provident Fund" shall mean the particular Provident Fund established by one or more Corporations in respect of the particular employees of such Corporation or Corporations.

"Reserve Account" shall mean an account established by a Committee in respect of moneys received under Regulations 18, 20 and 22 and Clause 15 of Appendix I to these Regulations.

"Subscriber" shall mean an employee who elects in accordance with the Act and these Regulations to subscribe to a Provident Fund.

Establishment and Administration of Provident Fund.

Establishment of Fund.

2. A Corporation may by resolution agree to establish a Provident Fund or enter into agreement with one or more Corporations to establish a Provident Fund.

Appointment of Committee to Administer Fund.

3. Subject to the immediately preceding Regulation, one or more Corporations may appoint a Committee to administer the Provident Fund and to do all things necessary to comply with the Act and these Regulations and such other things as are authorised in the Local Rules hereinafter provided for.

Power to Make Local Rules.

4. A Committee appointed by one or more Corporations may, subject to the approval of the Minister and the Corporation or Corporations concerned, make such Local Rules as may be necessary for the efficient administration of the Provident Fund: Provided always that such Local Rules are not inconsistent with the general scope and intention of the Act and these Regulations. Any Deed of Trust and Local Rules may be in the form shown in Appendix III to these Regulations. Variations therefrom shall be subject to the said approval and in conformity with Clause 30 of the said Appendix.

Corporation to Pay Administration Costs.

Committee not to be Remunerated.

5. Any reasonable expenditure incidental to the administration of a Provident Fund shall be payable from the ordinary revenue of the appropriate Corporation or Corporations and shall not be chargeable against a Provident Fund. Where one Committee is appointed for more than one Corporation, the expenditure directly caused by the administration of the Provident Fund may be apportioned between the Corporations concerned on the basis of the number of subscribers to the appropriate Provident Fund from the respective Corporations. No member of a Committee shall receive remuneration for his services either by way of salary, fees, or allowances.

Moneys not to Revert to Corporation.

6. Subject to the conditions provided elsewhere in these Regulations, no moneys paid by a Corporation or a subscriber to the appropriate Provident Fund shall revert to or become the property of such Corporation nor under any circumstances shall such Corporation become beneficially interested in or entitled to any of the moneys in the appropriate Provident Fund.

¹ Repealed by Local Government Act, 1960.

² Repealed by Local Government Act, 1960.

Membership and Subscriber's Assurance Cover.

Application to become a Subscriber.

Amended by
G.G. 24/3/61,
p. 1315.
G.G. 6/7/65,
p. 2001.

7. (1) Subject to these Regulations, an employee may elect in writing in or on the form prescribed in the Local Rules of the appropriate Committee to become a subscriber to the appropriate Provident Fund and when an employee so elects to become a subscriber he shall, during such time thereafter as he continues to be an employee, continue to be a subscriber, but contributions shall cease when the policy on his life matures.

(1a) An employee may not make an election under subregulation (1) of this regulation, unless—

(a) he has had twelve months' continuous service as an employee of the Corporation by which he is employed; or

(b) if he has had less than twelve months' continuous service with that Corporation—

(i) there is in force a policy of insurance effected under these regulations in relation to his service with any other Corporation; or

(ii) the appropriate Committee so approves.

(2) Notwithstanding the provisions of subregulation (1) of this regulation, where the Minister is satisfied that any person who has become a subscriber to a Provident Fund under these regulations ought, by reason of any special circumstances, on religious grounds, to be permitted to discontinue as a subscriber to that Fund, the Minister may permit that person to discontinue and that person shall be entitled to have paid to him the surrender value of the policy effected for his benefit.

Deductions (including Increases) through Pay Sheets.

8. A subscriber shall, when required by the appropriate Committee so to do, authorise the Corporation to deduct from his salary or wages such amounts (including increases as and when available) as are prescribed by the Local Rules of the appropriate Committee and pay such amounts to such Committee.

Payment of Subscriber's Contributions to Fund.

Decreased in Salary.

9. On receipt of the amounts mentioned in the immediately preceding Regulation the appropriate Committee shall pay the total amount thereof to the credit of the appropriate Provident Fund to be used solely for the purpose of payment of portion of the premiums, not being greater than one moiety of the total premiums payable, in respect of an endowment assurance policy on the subscriber's own life: Provided that, in the event of a decrease in his salary or wages and in contributions, a subscriber may elect to pay more than one moiety of the total premiums payable if he so desires.

Endowment Assurance.

Amended by
G.G. 6/7/65,
p. 2001.

10. (a) Subject to the provisions of paragraph (b) of this regulation, each subscriber (see Appendix IV.) shall authorise the appropriate Committee to effect in the subscriber's name an endowment assurance policy with the Assurance Company on the subscriber's own life payable at the age of 65 years or such lesser age as may be prescribed (subject to the specific approval of the Minister) in the Local Rules of such Committee; or

Alternative Assurance.

(b) In the event of a subscriber being unacceptable by the Assurance Company for endowment assurance, or, notwithstanding the provisions of paragraph (a) of this regulation, if for any reason the appropriate Committee so approves, such subscriber shall authorise the appropriate Committee to effect in the subscriber's name a pure endowment policy or such other policy in respect of which the subscriber is acceptable by the Assurance Company.

Additional Assurance for M.L.C. Policyholders in Subsidised Group.

(c) In the event of a proposal for assurance in excess of the existing sum assured, as referred to in paragraph (b) of Regulation 13, being received from a subscriber under the provisional arrangement referred to in the said paragraph, the acceptance shall be on the same basis of assessment as the original policy issued under the said provisional arrangement.

Amount Assured.

Proof of Age.

11. (a) The amount of the assurance cover to be effected in the subscriber's own name shall be in accordance with the Local Rules of the appropriate Committee or such lesser amount as may be agreed upon between the subscriber and such Committee. Each subscriber shall furnish proof of age within six months of becoming a subscriber.

Amended by
G.G. 23/4/63,
p. 1124.

Identification of Policies.

(b) All policies shall be marked and identified as follows—

“This policy is subject to the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations thereunder.”

Future Service Contribution of Corporation.

(c) The Future Service contribution of the Corporation in respect of each subscriber shall be as approved by the Minister and shall be not greater than 5 per centum and not less than 2½ per centum of the salary or wage of the subscriber.

Past Service Contribution of Corporation.

Maximum Payment by Corporation.

(d) If the Local Rules of the Committee provide for the payment of Past Service benefits, the relative Corporation's total contributions in respect of Past and Future Service shall not exceed 5 per centum of the total salaries and wages of the subscribers, unless specifically approved otherwise by the Minister.

Responsibility re Eligibility and Paragraph (d) Hereof.

(e) The appropriate Corporation in conjunction with the appropriate Committee (but not the Assurance Company) shall be responsible for ensuring that each subscriber employed by such Corporation is eligible for the amount of assurance effected in his name and that the provisions of paragraph (d) hereof are observed.

Issue and Custody of Policies.

12. Proposals for insurance under these Regulations shall be lodged by the appropriate Committee with the Assurance Company for the issue of policies. When issued the policies shall be handed to and held by such Committee until the time or times hereinafter prescribed.

Existing Policies Accepted under Endowment Plan.

13. (a) Any employee who already had his life insured under an Ordinary Department policy at the time of establishment of a Provident Fund or, if later, at the commencement of his employment with a Corporation may make arrangements with the appropriate Committee for the acceptance of his existing Ordinary Department policy in paid-up form in lieu or partly in lieu of effecting insurance as provided elsewhere in these regulations. An encumbered policy shall not be accepted.

Special Arrangement re M.L.C. Policies in Subsidised Group.

(b) Any employee of the Fremantle Municipal Council, the East Fremantle Municipal Council, the North Fremantle Municipal Council, the Cottesloe Municipal Council and the Melville Road Board who shall already have his life insured under a provisional subsidised arrangement with the appropriate Corporation may make arrangements with the appropriate Committee appointed under the

Act for the acceptance of such existing policy or policies to the extent of the existing sum assured in premium-paying form in lieu of effecting insurance as provided elsewhere in these Regulations. Commission for effecting insurance or collecting premiums shall not be payable on such policies. The premiums on such policies shall be paid by the appropriate Committee to the Mutual Life and Citizens Assurance Company Limited.

(c) Any existing policies, as referred to in paragraph (b) hereof, which are in the names of Trustees, may be continued accordingly, subject to each such policy showing the name of the person assured and being marked in conformity with paragraph (b) of Regulation 11.

Conversion of other Existing Policies to Conform with Endowment Plan.

(d) Any existing policy other than those referred to in paragraph (b) before being accepted in lieu of effecting insurance as provided elsewhere in these Regulations shall be altered to conform with the Regulations. If the appropriate Committee accepts such policy as wholly or partly satisfying the provisions of the Local Rules of such Committee, the employee shall lodge the policy with such Committee and thereupon such policy shall be deemed to be a policy effected under these Regulations.

Corporation's Contribution on Account of Converted Policies.

(e) The Corporation's quota in respect of the subscriber concerned shall not in any such case be calculated on the premium which had been payable in respect of the converted policy; but shall be calculated on the rate of premium which would have been payable if a new policy were effected at the then age of such subscriber.

Corporation's Quota of Premiums to be Regularly Paid to the Committee and Used Solely for that Purpose.

Reg. 14
amended
by G.G.
13/8/54,
p. 1401.

14. (a) While any employee of a Corporation is a subscriber (see Regulation 7) that Corporation shall pay to the appropriate Committee at such times as are agreed upon between the Corporation and such Committee amounts equal to that Corporation's quota of the premiums payable on policies effected under these Regulations on the lives of employees of that Corporation who are subscribers at the respective dates on which such premiums become payable and on any subscriber ceasing to be a subscriber by reason of his leaving the service of the Corporation prior to the maturity date of the policy taken out on his life, the Corporation shall forthwith pay to the Committee an amount equal to that of the Corporation's quota of the balance of the annual premium which shall then become payable under the policy effected on the life of that employee. Such amounts shall be paid by the Committee to the appropriate Provident Fund and shall be utilised solely for the purpose of payment of premiums on the policies issued in respect of the Corporation's employees who become subscribers.

Basis of Corporation's Maximum and Minimum Contribution.

(b) Except in relation to past service benefits as provided in paragraph (d) of Regulation 11, and subject to paragraph (e) of Regulation 13, the Corporation's quota in respect of any policy shall not exceed one moiety of the premium for that policy. Subject to these Regulations, the Corporation's quota in respect of any policy shall be not less than one moiety of the premium for that policy, provided that in a case in which a subscriber elects (as provided in Regulation 9 or paragraph (b) of Regulation 19) to pay more than one moiety of the total premiums payable, the Corporation's quota shall be correspondingly reduced.

Agreement with Assurance Company.

15. (a) Before action is taken to effect assurance cover in respect of prospective subscribers, the appropriate Committee shall first enter into an agreement with the Assurance Company.

Amended by
G.G. 20/12/60,
p. 4057.

Form of Agreement.

(b) Such agreement shall be in the form set out in Appendix I. to these Regulations: Provided that, subject to the approval of the Minister, the agreement may be modified or varied to the extent necessary to meet the requirements of such Committee and the Assurance Company.

Provided also that notwithstanding clause 5 of such agreement, a pure endowment policy effected after this proviso takes effect shall provide for the payment of a guaranteed sum plus bonuses on survival to the policy maturity date, and a return of all premiums paid plus bonuses in the event of death, and payment of not less than all premiums paid on withdrawal prior to the maturity date and the term and contributions in respect to that policy shall be the same as if the policy had been an endowment assurance policy except that the minimum term shall be five years.

Re-insurance of Proportion of Amount Assured.

(c) Such agreement shall provide, *inter alia*, for re-insurance of percentages of policies effected under these Regulations on the basis agreed upon between the Assurance Company and other Life Offices approved by the Governor, as specified in clause 13 of Appendix I. to these Regulations.

Copy of Agreement and Trust Deed to be Supplied.

(d) A copy of such agreement shall be supplied to and held by the appropriate Committee and a copy of clause 32 of the Trust Deed and Local Rules (as referred to in Regulation 4) and subsequent amendments to or in respect of such Trust Deed and Local Rules shall be supplied to the Assurance Company.

Disposal of Proceeds from Policy on Maturity or on Earlier Termination of Employment, etc.

Maturity of Policy: Payment of Proceeds.

16. (a) A Committee shall, upon maturity of a policy, call upon the Assurance Company to pay the proceeds therefrom to such Committee, whose receipt for all moneys (including payments under Regulations 17 and 18) shall be a full and sufficient discharge to the Assurance Company.

(b) Subject as hereinafter provided, the appropriate Committee shall, upon receipt of such moneys under this Regulation, pay the same to the subscriber: Provided that—

Deferment of Payment and Investment Pending Employment Ceasing.

(i) in the event of a subscriber remaining in the employ of a Corporation after he attains the age at which the policy matures the money shall be held by the appropriate Committee in the appropriate Provident Fund until he ceases to be an employee, and the appropriate Committee may invest such moneys on the subscriber's behalf and any interest accruing thereon shall be credited to the subscriber;

Amounts Owning by Subscriber to be Deducted from Proceeds.

(ii) any amounts due to be paid by the subscriber to the appropriate Committee in respect of arrears of premiums payable by the subscriber, or any other amounts owing by the subscriber to such Committee or the Corporation, may be deducted from the amount payable to the subscriber and utilised by such Committee to defray any amounts due as aforesaid.

Alternatives to Investment Pending Employment Ceasing.

(c) As an alternative to the course defined in proviso (i) to paragraph (b) hereof, a Committee may arrange with the Assurance Company, prior to the maturity date, to hold at interest the proceeds of the maturing policy for a period not exceeding five years until settlement of the claim is desired; or a Committee may arrange other options with the Assurance Company in the interests of and with the concurrence of the subscriber.

Death of Assured. Payment of Proceeds of Policy after Deduction of any Amount Owing.

Reg. 17
amended by
G.G. 11/12/53,
p. 2449.

17. In the event of the death of a subscriber during the currency of a policy, the Assurance Company shall pay the policy moneys to the appropriate Committee and such Committee shall, subject to the proviso hereto, pay the same to either the person who is personal representative of the deceased subscriber or to any other person who, in the opinion of the Committee has a right, either moral or legal, to such moneys: Provided that any amount owing by the deceased subscriber in respect of arrears of premiums or any other amounts owing by the deceased subscriber to such Committee or the Corporation may be deducted from the policy moneys payable to either of those persons as the case may be.

Termination of Employment before Maturity of Policy.

Amended by
G.G. 16/1/63,
p. 322.
Substituted
by G.G.
6/7/65,
pp. 2001-3.

18. (a) This regulation applies to a subscriber who ceases to be employed by a Corporation prior to the maturity date of the policy effected for his benefit under these regulations.

(b) A subscriber who ceases to be employed—

- (i) as a result of ill-health or accident;
- (ii) upon resigning after ten years' continuous service with one or more Corporations;
- (iii) if the subscriber is a female, on leaving to be married; or
- (iv) upon his services being terminated by a Corporation through no fault of his own,

is entitled to have the policy transferred to him or to have the surrender value of that policy paid to him.

(c) A subscriber who ceases to be employed in circumstances other than those prescribed in paragraphs (b) or (d) of this regulation may—

- (i) receive a refund of his own contributions paid in relation to the policy;
- (ii) continue the policy in force for the amount of the sum assured and bonuses purchased by his own contributions, together with ten per centum of the sum assured and bonuses purchased by the contributions paid by the Corporation in relation to the policy for each completed year of his continuous service as a contributor; or
- (iii) upon payment to the appropriate Committee for credit to the Reserve Account of a sum equal to the difference between the surrender value of the policy and the amount of his own contributions, continue the policy in force for the full sum assured and bonuses.

Surrender of Policy upon Dismissal for Misconduct, etc.

(d) A subscriber who is dismissed for defalcation, misconduct or dereliction of duty or who resigns to avoid being so dismissed is entitled to receive from the proceeds of the surrender of the policy a sum equal to the amount of his contributions, less any amounts liable to be deducted pursuant to paragraphs (f) and (g) of this regulation.

Alternative Surrender of Policy.

(e) Where a subscriber ceases to be employed by a Corporation and is entitled to exercise an option under this regulation in respect of the policy effected on his life, but fails to advise the appropriate Committee of the manner in which he wishes to exercise that option within one month after the posting of a notice by the Committee to his last known address, or fails to pay on demand any moneys payable by him to the Committee, the Committee shall arrange for the surrender of the policy at a date fixed by the Committee.

Deductions from Proceeds of Surrender of Policy for Costs, Damages and Expenses in Case of Misconduct, etc.

(f) If a Corporation incurs any loss or damage or is put to any expense for costs or otherwise by reason of any fraud, dishonesty or misconduct of a subscriber, the appropriate Committee may arrange with the Assurance Company to surrender the subscriber's policy whether the subscriber leaves the Corporation's service or not, and from the proceeds of the policy (including bonuses) deduct and pay to the Corporation the amount of the loss or damages or expenses so incurred by the Corporation. A further amount equal to the difference between the surrender value of the policy and the total of the subscriber's contributions shall also be deducted and shall be paid to the Reserve Account. Any balance after deductions so made shall be paid to the subscriber. If the amount of the loss, damages or expenses cannot be immediately ascertained, the Committee may retain the whole of the proceeds of the policy for a period not exceeding six months or for such shorter period as may be necessary to ascertain the amount of such loss, damages or expenses.

Lien or Charge on Policy.

(g) The Corporation shall have a lien or charge on the policy for any moneys for the time being or from time to time owing by the subscriber to the Corporation on any account whatsoever and the appropriate Committee may at its discretion without the consent of the subscriber arrange with the Assurance Company to surrender the policy or any part thereof or may raise the moneys so owing on the policy in such manner as the Committee in its discretion may think fit and may deduct from any moneys received under the policy whether on surrender or otherwise a sum equal to the amount of the moneys owed to the Corporation for the purpose of discharging the debt owed to the Corporation.

If Policy Surrendered the Employee Ceases to be a Subscriber.

(h) Where a policy is surrendered as provided in this Regulation without the termination of the services of the subscriber, the provisions of Regulation 7 and 14 cease to apply in relation to the employee concerned and he shall cease to be a subscriber.

Policy Transferred to the Assured: Termination of Liability of the Corporation.

(i) Where a subscriber ceases to be employed by a Corporation prior to the maturity date of the policy and the policy is transferred to him, he shall be responsible for the whole premium without any further liability on the part of the Corporation beyond the date on which his employment ceased.

Order of Priority for Payment of Proceeds of Policy.

(j) In all cases the moneys payable by the Assurance Company shall be paid to the appropriate Committee and applied by it, firstly, in or towards payment to such Committee of any moneys due to it by the subscriber on any account; secondly, in or towards payment of any premium or any other moneys due by the subscriber to the Corporation; and thirdly, in payment of the balance to the subscriber.

Transfer of Subscriber from One Corporation to Another.

19. (a) Where a subscriber leaves the service of one Corporation and enters the service of another Corporation and the latter has established a Provident Fund, the subscriber's policy shall be handed by the appropriate Committee appointed by the former Corporation to the appropriate Committee appointed by the latter, and the subscriber concerned shall execute the schedule to the Deed of Trust and Local Rules of the Corporation to which he transferred.

(b) Where the basis of contributions by the respective Corporations and/or the subscriber differs in the two cases, the contributions by and in respect of the particular subscriber shall be adjusted in conformity with the basis in operation in connection with the Corporation to which the subscriber transferred: Provided that it shall not be obligatory for such Corporation to assume the liability for contributions (if any) in respect of the past service of the subscriber concerned and provided further that in any instance in which the adjustment referred to would represent a decrease in contributions, the conditions in the proviso to Regulation 9 and paragraph (b) of Regulation 14 shall apply.

Adjustment of Premium Payments.

(c) The proportions of the premium for the current period in which the transfer takes place, for which the respective Corporations are liable, shall be adjusted between the appropriate Committees. In the event of the respective Committees failing to agree as to the liability of each Corporation, the Minister shall determine the respective amounts payable by each of such Corporations and his decision shall be final and binding upon the Corporations affected.

Reserve Account.

20. (a) A Committee shall set aside from time to time any moneys received by it by way of commission or otherwise for the effecting of insurance on the lives of subscribers and other moneys received in accordance with Regulations 18 and 22 and shall place all such moneys in a Reserve Account, which shall be deemed to form part of the appropriate Provident Fund.

Investments.

(b) The appropriate Committee may invest such moneys in any investment authorised by the Minister.

Special Assistance for Subscribers and/or Dependants of Deceased Subscribers.

(c) The appropriate Committee, if it sees fit, may utilise the income and capital of such reserve account for the payment of a subscriber's quota of premiums in the case of a subscriber who is temporarily out of employment or who is absent on sick leave without pay or in any other case where in the opinion of the Committee the subscriber would suffer undue hardship if required to pay his quota of premiums. Such subscriber may, if the appropriate Committee sees fit, be called upon to refund such amounts or any portion thereof in the manner decided upon by such Committee.

(d) In the event of there being at any time surplus moneys to the credit of the Reserve Account, the Committee may, if it sees fit and at its discretion, provide (directly or indirectly) an equitable distribution by means of individual personal retirement benefits for the subscribers of the Corporation and/or in the case of the death of a subscriber additional benefits for his dependants or an amount towards his funeral expenses. Before making any payment under paragraph (c) hereof or under this paragraph, the appropriate Committee shall take into consideration the eligibility of each person

concerned for benefits under the (Commonwealth) Social Services Consolidation Act and its amendments. If a payment is made from the Reserve Account, it shall be limited to the extent that it will not cause a reduction in the amount for which the person concerned is eligible under the said Act and amendments.

Policy not to be Assigned, Mortgaged, etc.

21. Subject to Regulation 18, no policy effected under these Regulations and no bonus declared in respect thereof shall be assigned, transferred, surrendered, mortgaged, charged or encumbered in any manner whatsoever, so long as the subscriber concerned is employed with a Corporation which has established a Provident Fund. For the purpose of this Regulation a subscriber includes a subscriber who has attained the age at which the policy on his life matured, but who has not been paid in full his benefits from the Fund.

Personal Nature of Benefits.

Surrender of Policy if Regulation 21 not Complied With.

22. Any right, interest or benefit of a subscriber under the provisions of these Regulations in or to the policy effected under these Regulations or the proceeds thereof or of the surrender thereof is strictly personal and if any subscriber shall become bankrupt or shall assign, charge, dispose of or otherwise alienate or do or suffer any act whereby he shall be deprived of the personal enjoyment of such interest or benefit the same shall immediately be forfeited to the appropriate Committee which shall thereupon arrange for the surrender of the policy in the manner provided in paragraph (g) of Regulation 18 and shall place to the credit of the Reserve Account the moneys received through such surrender after making the deductions provided for in the said paragraph: Provided that in any such event the Committee may at its discretion apply the net moneys representing such interest or benefit or such part of such moneys as the Committee shall think fit in or towards the maintenance or otherwise for the benefit of such subscriber and his wife and other dependants or of such one or more of the foregoing to the exclusion of the other or others and in such shares and proportions as it may determine.

Policy not to Lapse on Account of Unpaid Premiums.

23. A policy issued in accordance with the Act and these Regulations shall not lapse for the reason that the premiums in respect of such policy becoming due while the person assured thereunder is an employee remain unpaid after the expiration of the period of grace allowed by the Assurance Company after the due date for payment of such premiums. In the event of a premium or premiums remaining unpaid after the expiration of the said period of grace, the Assurance Company shall notify the Minister accordingly and the Minister shall call upon the appropriate Committee to pay and the Committee shall pay the amount or amounts due to the Assurance Company forthwith.

Audit of Accounts.

24. The provisions of the Act under which a Corporation is constituted relating to the keeping and audit of accounts shall apply in respect of any Provident Fund established in accordance with the Act and these Regulations.

Penalty for Breach of Regulations.

25. Any person who refuses or neglects to do any act, matter or thing which by these regulations he is required to do, shall be guilty of an offence against these Regulations and shall be liable to a penalty not exceeding ten dollars for each such offence.

APPENDIX I.—Form of Agreement with Assurance Company for Staff Contributing Endowment Plan.

APPENDIX II.—Form of Endowment Assurance Policy.

APPENDIX III.—Deed of Trust and Local Rules for Staff Contributing Endowment Fund.

APPENDIX IV.—Form of Application under Regulation 10 by Subscriber to Committee for Assurance.

APPENDIX I.

Amended by G.G. 6/7/65. p. 2003.

Form of Agreement with Assurance Company for Staff Contributing Endowment Insurance Plan.

(See paragraph (b) of Regulation 15.)

AGREEMENT entered into the.....day of.....19....., Between the Australian Mutual Provident Society (hereinafter called "the Society") OF THE ONE PART and (Set out the names of the persons for the time being constituting the Committee).

..... being the Committee first appointed under the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations thereunder, to administer the (insert the name or names of the appropriate Corporation or Corporations)

Staff contributing Endowment Fund (hereinafter called "the Committee") OF THE OTHER PART.

WHEREAS the parties hereto have agreed to enter into this Agreement which is in the form set out in Appendix I. to the said Regulations with such modifications or variations (if any) as have been or may be approved by the Minister as provided in the said Regulations.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

Agreement to be Bound by Act.

1. Each of the parties to this Agreement shall agree to be bound by the said Act and Regulations, which (in conjunction with the prescribed Deed of Trust and Local Rules) shall form part of the contract covered by this Agreement, which shall be read and construed accordingly.

Definitions.

2. Unless the context otherwise requires, expressions defined in the Act and Regulations bear the same meanings respectively in this Agreement.

Effecting of Policies.

3. Subject to the provisions hereafter contained, the Committee agrees to arrange with the Society to effect assurances subject to the Regulations and as hereinafter provided on the lives of each of the employees of the relative Corporation or Corporations who during the continuance of this Agreement shall elect to effect assurances under the Act.

Endowment Assurance Policies.

4. Each Endowment Assurance Policy shall be the Society's usual Endowment Assurance policy participating in bonuses and with a minimum term of 10 years, and the sum assured and vested bonuses shall be payable on the sixty-fifth birthday or at such lesser age as may be prescribed in the Rules of the Committee, or on prior death.

Pure Endowment Policies.

5. Each Pure Endowment Policy shall provide for the payment of a guaranteed sum on survival to the policy maturity date and a return of all premiums paid with compound interest in the event of death or withdrawal prior to the maturity date. Such policy shall not participate in bonuses; the term and contributions shall be the same as if the policy had been an Endowment Assurance Policy, except that the minimum term shall be five years.

Payment of Premiums.

6. The yearly premiums in respect of each policy effected on the life of each subscriber shall be payable to the Society by fortnightly instalments in advance. Where mutually agreed upon by the Society and the Committee, arrangements may be made for the premiums to be payable at regular intervals less frequently than fortnightly, in which event Condition 7 in Appendix II. may be varied accordingly.

Increases of Sums Assured.

7. The subscriber shall, except within five years of retirement, request the Committee to arrange and the Committee shall arrange additional assurance on his life on or about the anniversary of the commencement of the Plan of the Committee when the increase in the total contributions payable by the Corporation on account of a subscriber, together with the contributions of the subscriber, is such that it will purchase a policy for not less than \$50. So long as the subscriber continues to be acceptable for assurance under the original Table, such increases shall usually be effected by endorsement of the original policy. A subscriber who is within five years of his age of retirement may authorise the Committee to arrange, and the Committee shall arrange, additional assurance by way of a pure endowment policy maturing not later than five years from the date on which the additional assurance is effected.

Decreases of Sums Assured.

8. If the salary of a subscriber shall be reduced by such an amount that the total reduced contribution is sufficient to maintain a policy less by \$100 or any larger sum, the subscriber shall be entitled to pay the additional contribution necessary to maintain the policy in full benefit. If he does not elect to increase his own contribution by the amount necessary to maintain the policy without reduction, the Committee shall arrange for the respective contributions payable by the subscriber and the relative Corporation in respect thereof to be correspondingly reduced. Any such reduction shall be effected on or about the anniversary of the commencement of the Plan of the Committee. If the reduction is made, then the sum assured under the policy taken out on the life of the subscriber shall be reduced accordingly and in consideration of such relinquished portion a paid-up portion shall be added to the reduced sum assured.

Evidence of Health Requirements.

9. Provided that not less than three-fourths of the eligible employees of the relative Corporation or Corporations join the Plan, proposals for sums assured not exceeding \$2,000 shall be assessed on the basis of a personal statement by the subscriber, provided that the Society shall have the right to call for a medical examination where it considers it necessary. Where less than three-fourths of the eligible employees of a Corporation join the Plan, each subscriber may be required to undergo a medical examination.

10. Provided that all increases for which each subscriber shall become eligible are consistently taken at the first opportunity, such increases in terms of the Plan will be granted on the same basis as the original acceptance without further evidence of health until the sum assured on the life shall reach \$2,000, after which a medical examination will be required.

Medical Fees Payable by the Society.

11. Any medical examination conducted by or for the Society in connection with any application for assurance pursuant to this Agreement shall be at the sole cost and expense of the Society.

Commencement of Risk.

12. The risk under any proposal for assurance made in pursuance of this Agreement shall be deemed to have commenced when the Society shall have posted a notification of the acceptance of the risk to the Committee and the Committee shall have remitted to the Society the first premium on such assurance.

Re-Assurance.

13. The Society shall re-assure 60 per cent. of the liabilities under and of the risk of the policies issued by it or accepted hereunder in the proportions of 15 per cent. of such liabilities with each of the following four Life Offices, namely, The Australasian Temperance and General Mutual Life Assurance Society Limited, The Colonial Mutual Life Assurance Society Limited, The Mutual Life and Citizens Assurance Company Limited and the National Mutual Life Association of Australasia Limited.

Form of Policy.

14. The form of Endowment Assurance Policy shall be as set out in Appendix II. to the Regulations, with special clauses (if any) normally included by the Society in particular cases.

Initial Commission.

15. In consideration of the assurances effected and to be effected hereunder, the Society hereby agrees with the Committee to pay to the Committee a commission at the rate of 75 cents per hundred dollars of assurance on all Endowment Assurances (not Pure Endowment) effected and to be effected, such commission to be payable in the month following the completion of the assurance and placed by the Committee in the Reserve Account in accordance with Regulation 20. No Commission shall be payable in respect of existing policies. Provided that in respect of new endowment assurances and increases to endowment assurances effected on or after the first day of February, 1965, the payment by the Society of commission shall be discontinued and in consideration thereof the Society agrees that rates of premiums on endowment assurances effected on or after that date shall be on a reduced scale while the policy remains subject to these regulations.

Commission Utilised for Additional Assurance.

16. In further consideration of such assurances, the Society hereby agrees to credit the Committee with 2½ per cent. commission on all premiums on the Endowment Assurances (not Pure Endowment) effected and to be effected hereunder, and to utilise the amounts of such commission to effect additional assurance for the individual subscribers concerned.

Serving of Notices.

17. Any notice, consent, election, request, or communication which may be or is to be made by a Committee to the Society under this Agreement shall be deemed to be duly made if made to the Society under the hand of a person duly authorised by such Committee (of which appointment the Society shall be advised in writing) and left at its Branch Office, the corner of St. George's Terrace and William Street, Perth, and any payment to be made under this Agreement, or under any assurance effected by or under this Agreement, or by any person assured by such assurance shall be made to the Society at the said Branch Office.

Duration of Agreement.

18. This Agreement shall remain in force and effect for a term of five years from the date hereof and after the expiration of such term shall continue in force and effect unless and until terminated

by three calendar months' notice in writing at any time given either by the Minister for the time being administering the Act to the Committee and to the Society, or by the Committee to the Society, or by the Society to the Minister: Provided that such termination shall not affect or annul any assurance effected by virtue of this Agreement or any payments or benefits payable or receivable thereunder in connection therewith, but only the effecting of assurances on new subscribers and of future increases on existing subscribers.

Variation of Agreement.

19. After the expiration of five years from the date of this Agreement, it shall be competent for the Society to apply to the Minister for a variation in the terms of this Agreement: Provided that any such variation which may be granted shall not affect any assurance effected by virtue of this Agreement or any payments or benefits payable or receivable thereunder in connection therewith, but only the effecting of assurances on new subscribers and of future increases on existing subscribers after such variation.

Options Available under Policies.

20. The Society agrees with the Committee that each and every person in respect of whom an assurance is effected by virtue of this Agreement (subject to any special conditions endorsed on the policy) and who shall through change of employment or otherwise acquire the right under the Regulations of requesting the surrender of his policy shall have the same facilities and the same refund (if any) calculated on the same basis and the same alternatives as to surrender reduction of amount of assurances and rate of premium and paid-up or partly paid-up policy for a reduced amount as ordinary members of the Society may have in respect of similar policies: Provided that in the case of any policy which is being surrendered while subject to the Act and Regulations the surrender value to be paid by the Society shall be not less than six-tenths of the total premiums paid on that policy less only that proportion of the initial commission of three-quarters per centum paid by the Society to the Committee which the unpaid balance of the first two years' premiums bears to the total premiums payable in the first two years.

Commencement of Plan.

21. The Plan shall be deemed to have come into operation on the (date)

Variations Subject to Approval Minister.

22. If this Agreement contains any modifications or variations as mentioned in the recital hereto, then this Agreement is subject to the approval of the Minister.

IN WITNESS WHEREOF the parties hereto have executed this Indenture the day and year first hereinbefore appearing.

SIGNED AND SEALED by the Members of the Committee— In the presence of—
.....
.....
.....
.....
.....

SEALED with the Seals of—
and—
the Attorneys of AUSTRALIAN MUTUAL PROVIDENT SOCIETY and signed by them on behalf of the said Society in the presence of—
.....

APPENDIX II.
FORM OF ENDOWMENT ASSURANCE POLICY.
(See Clause 14 of Appendix I.)
Australian Mutual Provident Society.
Participating Policy.

No. WO Sum Assured
Table JB \$.....

Western Australian Branch: St. George's Terrace, Perth.

This Policy is issued pursuant to the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947. Sixty per cent. (60%) of the sum assured under the Scheme is re-assured equally with the undermentioned offices:—

The Australasian Temperance and General Mutual Life Assurance Society Limited.

The Colonial Mutual Life Assurance Society Limited.

The Mutual Life and Citizens' Assurance Company Limited.

The National Mutual Life Association of Australasia Limited.

IN PURSUANCE of the Proposal for this Policy and of the Personal Statement made in connection therewith, dated..... which together are hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of the payment of the Premium set out in the Schedule hereto on the days therein specified in each year during the life of the Assured specified in the said Schedule up to the....., inclusive, and a final sum of..... on the..... the AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) will (subject to the Conditions hereunder specified and any further conditions endorsed hereon which shall be held to form part of this Policy) pay to the said Assured or his/her Assigns on the..... should he/she survive to that date, or should he/she die before that day, pay to his/her Executors, Administrators or Assigns, on production of this Policy duly discharged, the sum assured specified in the said Schedule. The risk under this Policy commences from the.....

CONDITIONS.

1. The sum assured specified in the said Schedule shall not become payable until proof of the age, identity, and survival or death of the Assured has been furnished to the satisfaction of the Society's Board of Directors, and the Policy has been duly discharged.

2. This Policy shall be void and the benefits assured shall be forfeited, and all claims on or interest in the funds of the Society shall cease and determine, and any Premiums paid in respect thereof shall be retained by the Society in any of the events specified under the following heads, that is to say:—

- (a) If either the said Proposal or the said Personal Statement shall be found to be fraudulently untrue in any particular.
- (b) If the Assured shall, whether sane or insane, die by his/her own hand within one year and thirty days from the commencement of the risk, as defined by this Policy or as fixed by the Society on any reinstatement thereof; provided always that should any other person or persons have a *bona fide* interest in this Policy acquired for value in money or money's worth the Society shall be liable to pay to such person or persons an amount equal to such interest, if the sum assured will admit, but no more.
- (c) If this Policy be released from the provisions of the said Act, and if the specified Premiums or any one of them shall be not duly paid on the days named or within one calendar month thereafter subject as hereinafter mentioned; provided that if this Policy be

kept in force for two (2) years from the commencement of the risk, the non-payment of any subsequent Premium shall not void the same so long as the surrender value, as fixed by the Board, after deduction of any loan or charge thereon, is sufficient for the payment of any such subsequent Premium. The Board may appropriate a sufficient portion of such surrender value towards the payment of any Premium due, and any sum so appropriated shall bear compound interest at such rate as the Board shall determine and shall be a charge upon this Policy, and may be deducted from any moneys payable under this Policy.

3. The assets of the Society shall alone be liable under this Policy, and the Assurance hereby made shall at all times and in all circumstances be subject to the Act of Incorporation and By-laws for the time being of the Society.

4. All moneys assured or contracted to be paid by this Policy shall be paid at the office or agency of the Society at which the Policy is for the time being registered and in the currency of the place at which such office or agency is situated, and all claims in respect thereof shall be made at such office or agency. All premiums payable under this Policy shall be paid in like manner, or at such other office or agency as may be agreed between the Assured and the Society.

5. This Policy entitles the Assured or his/her Executors, Administrators or Assigns to participate in any surplus of the Society which may be distributed as revisionary additions to participating Policies.

6. If this Policy be released from the provisions of the said Act the Society shall, at the request in writing of the Executors or Administrators of the Assured, apply the whole or a part of the moneys assured and bonuses (if any) under the sole control or disposition of the Assured at the death of the Assured in or towards payment direct to the proper Authority or Department of Government of duty payable in respect of the estate of the Assured after grant and before delivery of Probate or Letters of Administration, but Probate or Letters of Administration must be produced to the Society before payment of the residue (if any) of the said moneys to the Executors or Administrators. Provided, however, that before payment by the Society of the said duty or any part thereof the Society shall not be concerned to inquire whether any other assets or moneys of the Assured are available for that purpose or as to the contents of the Will (if any) of the Assured and shall not incur any liability by reason of such payment.

7. The sum of \$.....having been paid on or before the date hereof on account of the first yearly Premium under this Policy, the Assured shall (while premiums continue to be collected and paid to the Society through a group assurance scheme conducted by the Society) have the option of paying the balance of the said Premium, and each subsequent yearly Premium by equal instalments of \$.....on..... commencing on the In the event of the termination of the Policy, any unpaid instalments of the yearly Premium which had then last become due shall immediately become payable and if not paid may be deducted by the Society from any sums payable under the Policy. Provided that if this Policy be released from the provisions of the said Act and if any such instalment is not paid before the next instalment becomes payable this option shall cease, whereupon (unless the unpaid balance, if any, of the yearly Premium which then last became due is paid within fourteen days after the date on which such option shall have ceased) this Policy shall become void in the manner provided in Condition 2 above. Once the option has ceased it will not apply to any subsequent Premium without the consent of the Society.

8. This Policy is subject to the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations

thereunder. Neither this Policy nor any bonus declared in respect thereof shall be assigned, encumbered or dealt with otherwise than is provided in the said Act and Regulations.

9. Special Clauses (if any).

The Schedule.

Name of the person whose life is assured.	
Yearly Premium payable in advance.	
Premiums payable.	
Sum Assured.	

Dated at Perth this day of,
one thousand nine hundred and.....

For and on behalf of
AUSTRALIAN MUTUAL PROVIDENT SOCIETY,

.....
Branch Director.

.....
Manager.

Examined.
Entered.

Amended by
G.G. 6/7/65,
p. 2003.

APPENDIX III.

DEED OF TRUST AND LOCAL RULES FOR STAFF
CONTRIBUTING ENDOWMENT FUND.

(See Regulation 4.)

A Deed of Trust made the.....day of....., 1949 between..... a body corporate under and by virtue of the Municipal Corporations Act, 1906-1947,¹ or the Road Districts Act, 1919-1947² (hereinafter called "the Corporation") of the first part and the several persons whose signatures are presently or at any time hereafter affixed to the Schedule annexed or subsequently annexed to this Deed, such several persons being employees of the Corporation approved as eligible for inclusion in the Endowment Fund hereby created (all of whom are hereinafter referred to as "the subscribers") of the second part, and the members of the Committee appointed (see Clauses 9 and 32 hereof) and to be appointed as contained in Clause 6 hereof to administer the said Fund (hereinafter referred to as "the Committee," which expression shall include the survivors and survivor of them or others the Trustees for the time being of this Trust Deed) of the third part.

WHEREAS the Corporation in co-operation with its employees desires to establish and foster a Provident Fund to provide individual personal benefits in the manner hereinafter appearing for such of its employees as shall become subscribers and their dependants in the event of their deaths; and WHEREAS the Corporation has by resolution agreed to establish a Staff Contributing Endowment Fund under the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Local Governing Bodies' Provident Fund (Endowment) Regulations made thereunder, now this Indenture witnesseth as follows.

¹ Repealed by Local Government Act, 1960.

² Repealed by Local Government Act, 1960.

Arrangement.

The clauses in this Deed of Trust and Local Rules are divided into groups as follows:—

- No. 1.—Definitions.
- Nos. 2-5.—Creation of Fund and its Purpose.
- Nos. 6-16.—Committee—Appointment, Powers, etc.
- Nos. 17-21.—Membership.
- Nos. 22-24.—Corporation's Contribution.
- No. 25.—Corporation not Responsible for Assurance Company; Assurance Company not Concerned with Disposal of moneys, etc.
- Nos. 26-27.—Deed without Prejudice to Contract of Service.
- No. 28.—Serving of Notices.
- Nos. 29-31.—Deed of Trust and Local Rules—Availability, Amendments and Duration.
- Nos. 32-33.—Completion of Deed.

Definitions.

1. Unless the context otherwise requires, expressions defined in the said Act and Regulations bear the same meanings respectively in this Deed. Words importing the plural shall include the singular and *vice versa*, and the words denoting the masculine gender shall include the feminine gender.

“Retiring Age” shall mean the age of 65 years or earlier age (subject to the specific approval of the Minister) at which subscribers when joining the Provident Fund may elect to retire.

“Salary” or “wages” or “wage” shall mean the payment made to a subscriber by the Corporation for standard hours of working, but does not include overtime.

Creation and Maintenance of Endowment Fund.

2. There is hereby created and established the..... Staff Contributing Endowment Fund as from the..... day of....., 19....., which shall be maintained during the existence of this Deed.

Act and Regulations form part of Assurance Contract.

3. All policies effected for the purposes of the said Fund shall in all respects be subject to the terms of the said Act and Regulations. The said Act and Regulations (in conjunction with the prescribed Agreement with the Assurance Company—Appendix I. to the Regulations) shall form part of the contract covered by this Deed of Trust and Local Rules, which shall be read and construed accordingly.

Constitution of Fund.

4. The Endowment Fund consists of and shall consist of contributions made to it from time to time in terms of the Regulations by the Corporation on account of the subscribers and on its own behalf and any other amounts which shall be received by the Committee for the purposes of the Fund.

Fund Vested in Committee.

5. The Fund shall be vested in, controlled and administered by the Committee, which shall use the moneys received for and on behalf of the Fund for the purposes defined in the Regulations.

Committee—Appointment, Powers, etc.

Constitution of Committee.

6. The Trustees of the Fund shall be a Committee of not less than three nor more than five persons. In the case of a Municipal Council the Committee shall include two or more of the following, namely, the Mayor, the Chairman of the Finance Committee, the Town Clerk and the Accountant of the Corporation, and in the case of a Road Board, the Chairman and the Secretary. In each case the Committee shall include a subscriber member of the

outside staff of the Corporation, to be elected from time to time by those of the outside staff who are subscribers. Where an agreement is made between two or more Corporations to establish a joint Provident Fund with one Committee, under the provisions of Regulations 2 and 3, the constitution of the Committee and the method of appointment and election of the members shall be a matter of special arrangement between the Corporations concerned and subject to the approval of the Minister.

Outside Staff Representative on Committee: Election, etc.

7. Subject to an appropriate notice having been posted on each occasion for a period not less than ten working days in a conspicuous place where the persons qualified to vote are employed, the outside staff concerned may hold its elections in such manner as it deems fit from time to time and shall have the power to retire any person elected by it. A written statement signed by the foreman and three subscriber members of the outside staff shall be evidence of the due election or retirement of the member of the outside staff, and no further proof or investigation shall be necessary.

Advice of Personnel of Committee.

8. The Assurance Company and any Bank or any person shall not be obliged to inquire as to the proper election or qualifications of the Committee; but may accept as conclusive evidence a written statement signed by the Mayor or Chairman of the Corporation as to the personnel of the Committee from time to time.

Personnel of First Committee and Successors.

9. The first Committee (see Clause 32) are the signatories of the third part hereto and thereafter the qualifications within the meaning of Clause 6 hereof possessed by them shall be the qualifications for future members of the Committee.

Vacancy on Committee.

10. In the event of a member of the Committee ceasing to be a member for any reason, the vacancy shall be filled as early as practicable. Pending the filling of the vacancy, the remaining Committeemen (with a minimum of two) may carry on the administration of the Fund.

Authority to Sign Documents, etc.

11. Any two Committeemen may sign discharges, releases, receipts, cheques, documents, deeds and other papers for and on behalf of all the Committee. Subject to special authorisation by the Committee, a form of proposal may be signed by one member of the Committee on their behalf.

Detailed Powers of Committee.

12. Subject to the Regulations, the Committee shall have power to—

- (a) arrange for assurance to be effected on the lives of subscribers, as prescribed;
- (b) open and operate banking accounts;
- (c) subject to Clause 11 hereof, decide (subject to the consent of the Corporation) how banking accounts shall be operated upon and the manner in which cheques shall be signed and countersigned and endorsed;
- (d) institute and defend actions, causes and proceedings and compromise actions, causes, proceedings and claims;
- (e) do all things, receive all amounts and make all payments necessary to carry out the duties and powers of the Committee as hereby created or implied, and to carry out the purposes of this Deed of Trust;
- (f) perform any other powers authorised by the Regulations to be exercised by the Committee and, subject to the Regulations, perform any further powers which

the Corporation may from time to time by notice in writing served on the Committee vest in the Committee as it in its discretion considers expedient for the more satisfactory and efficient working and carrying into effect of the trusts hereby created.

Meetings of Committee.

13. The Committee may meet together for the despatch of business and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. A resolution in writing signed by all the Committee shall be as effective as a resolution passed at a duly convened meeting of the Committee.

Committee Indemnified.

14. The Committee and each of them shall be indemnified by the Corporation against all liabilities incurred by them in the execution of their duties hereunder.

Committee to Keep Proper Records and Accounts.

Annual Statements and Audit of Accounts.

15. The Committee shall cause proper records to be kept of all their resolutions and proceedings, and shall keep a complete record of all matters essential to the proper administration and working of the Fund, and shall also keep such accounts as the Corporation may deem necessary, and in the manner approved by the Corporation. Such accounts and the relevant annual statements shall be produced by the Committee within sixty days of the 30th day of June in each year or other terminal date as fixed by the Corporation, and shall be duly audited by the Corporation's auditors.

Register of Subscribers.

16. The Committee shall also keep a register of the subscribers to the Fund, showing in every instance the full name and address, the date of birth, particulars of the policy, maturity date and benefit payable.

Membership.

Application to become a Subscriber.

17. Every employee desirous of becoming a subscriber shall execute the Schedule hereto or subsequently annexed hereto from time to time for that purpose.

Irrevocable Order to Deduct Premiums from Wages.

Exceptions from Standard Percentage Contribution.

18. Each employee becoming a subscriber hereby irrevocably authorises the Corporation for the duration of his employment with the Corporation (or if earlier termination until the maturity date of the policy in his name) to deduct from his wages on the usual days of payment an amount equal to the approved percentage (as provided in paragraph (c) of Regulation 11) of the gross amount of the periodical payment to him as at the date of becoming a subscriber. In the event of the Committee agreeing, as provided in paragraph (a) of Regulation 11, to a lesser rate than the standard percentage, the rate of contribution shall be as reduced by one-half of one per centum or a multiple thereof on the part of both the subscriber concerned and the Corporation. The approved percentage and authorised variations (if any) shall be detailed as provided in Clauses 32 and 33 hereof.

Appointment of Committee as Attorneys for Subscribers.

19. For the purpose of giving effect to the rights of the Committee herein to surrender, transfer, or otherwise deal with policies or any bonuses thereon, and to receive all moneys payable upon such surrender and otherwise to deal with policies as herein provided and to give effectual receipts for such moneys, the subscribers and each of them who now or hereafter during the currency of this Deed and/or any extension or renewal thereof have or has

elected or who shall elect to become subscribers or a subscriber hereby irrevocably appoint or appoints the Committee for the time being as Attorneys for them and each of them for such purposes and any of such purposes and for executing and signing all necessary deeds, papers and documents, and the subscribers and each of them undertake and agree to ratify and confirm the acts of the Committee purported to be done and performed under the said powers.

Application to Effect Assurance.

20. Each employee signing the Schedule hereto or subsequently to be annexed hereto shall then make application (see Appendix IV. to the Regulations) to the Committee to effect in his name an endowment assurance policy on his own life, payable at the age of 65 years (or such lesser age as may be specifically approved in any instance by the Minister (see Clause 32)) or at death if earlier, or, if the employee is not acceptable to the Assurance Company in relation to such a policy or if the Committee has so approved under paragraph (b) of regulation 10 of these regulations, then a Pure Endowment policy or such other policy as may be acceptable, repayable at such age as the Assurance Company shall determine for such an amount as can be obtained by a contribution in accordance with Clause 18 hereof, in conjunction with the relative contributions of the Corporation under Clauses 22 and 24 hereof.

Increase in Wages and Additional Assurance.

21. Each subscriber whose rate of wages is increased to the extent that his additional contributions in conjunction with the relative contributions of the Corporation would enable the purchase of additional assurance to the extent of \$50 shall, except within five years of retirement, make application to the Committee to arrange for the increased cover with the relative increase in the deductions from his wages. Where a subscriber is within five years of his age of retirement he may request the Committee to effect in his name additional assurance by way of a pure endowment policy of insurance to mature not later than five years after the date of commencement of the policy.

Corporation's Contribution.

Percentage of Wages.

22. The Corporation shall, subject as herein provided, credit to the Fund from its own sources each fortnight in respect of each subscriber an amount equivalent to the approved percentage (subject to the Regulations in regard to variations) of such subscriber's gross wages for the corresponding period. (See Clause 32.)

Increase or Decrease in Wages.

23. The Corporation's quota shall be subject to adjustment in respect of increases or decreases in rates of wages of subscribers, except where otherwise provided for.

Past Service Contribution.

24. In addition, the Corporation may (subject to the approval of the Minister) make from its own sources limited (fortnightly) credits to the Fund to provide for "past service" benefits in respect of any subscriber who has completed not less than three years of continuous service with the Corporation at the date of the establishment of the Fund. (See Clause 32.) For the purpose of this clause, the commencing date of a subscriber's employment with the Corporation shall in no case be considered earlier than twenty-one years prior to the date of inauguration of the Fund, as specified in Clause 2 hereof.

Corporation not Responsible for Assurance Company. Assurance Company not Concerned with Disposal of Moneys, etc.

25. The Corporation does not guarantee the payment of the policy moneys and shall not be responsible for any moneys until actually received by the Committee from the Assurance Company.

The Assurance Company shall not in any respect be concerned with the disposal of any moneys paid by it to a Committee, nor shall it be required to inquire as to the rights or powers of a Committee or a Corporation under this Deed of Trust, or the right to exercise such rights or powers.

Deed without Prejudice to Contract of Service.

Rights of Corporation to Terminate Employment. Deed not to be used as Ground for Increasing Damages.

26. Nothing in this Deed shall in any way restrict the rights of the Corporation to determine the employment of a subscriber at any time and a subscriber's inclusion in the Fund shall not be taken as a guarantee of employment. The benefits to which a subscriber might claim to be entitled under the provisions of this Deed shall not be used as a ground for increasing damages in any action brought by such subscriber against the Corporation in respect of his dismissal.

Deed not to affect Claim for Damages or Workers' Compensation.

27. Nothing in this Deed shall in any way affect the right of a subscriber or his legal personal representative or other person to claim damages or compensation at common law or under Workers' Compensation Acts, or any other statute in force governing compensation to a subscriber injured or dying from accident arising out of or in the course of his employment with the Corporation, and the amount payable under this Deed shall not be reduced by reason of any payment that may be made in respect of such damages or compensation.

Serving of Notices.

Notices to Subscribers and to Committee.

28. Any notice to be given to any subscriber by the Corporation and/or the Committee may be given in writing addressed to such subscriber at his place of employment or last known place of abode. All communications from or by the Assurance Company relating to an arising out of any policy covered by this Deed should be sent to the Committee.

Deed of Trust and Local Rules: Availability, Amendments and Duration.

Deed and Rules open for Inspection.

29. A copy of this Deed of Trust and Local Rules shall be maintained in an up-to-date condition by the Town Clerk or Secretary of the Corporation at his office, and shall be open to inspection by any subscriber at all reasonable times during usual business hours.

Amendment of Deed of Trust and Local Rules.

30. The Committee may from time to time, by instrument in writing and with the consent of the Corporation, and subject to the approval of the Minister, but not otherwise, alter, repeal, or add to any of the provisions contained herein, and may make new provisions to the exclusion of or in addition to any of the said provisions and the new provisions so made and from time to time being in force shall be deemed to be the provisions in relation to the Fund and shall be subject in like manner to be altered or modified by any subsequent instrument in writing, subject to the said consent and approval: Provided always that no such amendment shall reduce or otherwise limit the benefits of subscribers as at the date thereof. Variations made in the first instance from the form of the Deed of Trust and Local Rules as set out in Appendix III. to the Regulations and/or amendments made subsequently to this Deed in accordance with this clause shall be detailed as provided in Clauses 32 and 33 hereof.

Duration of Deed of Trust.

31. The Trust hereunder shall, unless previously determined, continue in force during the life of the survivor of His Majesty King George VI and his children now living and twenty-one years after the death of such survivor. At the expiration of such period the trust hereof shall at the discretion of the Corporation either be determined, in which case each subscriber will be handed his policy or policies (subject to liens and charges, if any) and the surplus funds will be divided between the subscribers for their personal individual benefits as the Committee sees fit, or a new Deed of Trust and Local Rules shall be executed, which shall have the effect of continuing the said Trust. The Trust hereunder shall not be determined earlier than as provided herein while any employee of the Corporation concerned continues to be a subscriber. If the said Trust be determined earlier than as provided herein, the disposal of the surplus funds (if any) shall be subject to the approval of the Minister.

Completion of this Deed of Trust and Local Rules.

32. For the purpose of completing this Deed after the insertion of the name of the Corporation and the date in the opening lines of this Deed, and in Clause 2 hereof, the following shall be entered hereunder in respect of the relative clauses quoted:—

(1) Full names of the first Committee appointed, as referred to in the recital and in Clauses 6 and 9:—

.....
.....
.....
.....

(2) (a) Approved percentage (or percentages) of gross wages of subscribers to be deducted for contributions (Clause 18); variations (if any) to be shown under (b).

(a)

(b) Details of variations:.....

.....
.....

(3) Approved retiring age, if earlier than 65 years, for (a) male subscribers years, and (b) female subscribers years (Clause 20). (c) If a retiring age earlier than 65 applies only in certain individual cases, the names of those affected shall be shown hereunder:—

.....
.....
.....

(4) (a) Approved percentage (or percentages) of gross wages of subscribers to be paid by the Corporation in respect of (a) future service (Clause 22); any variations (Clause 18) to be shown under (b):—

(a)

(b) Details of variations:.....

.....
.....

and (c) approved rate of past service contribution by the Corporation (Clause 24), the basis to be detailed hereunder:—

.....
.....
.....

(5) Approved variations from Appendix III. to the Regulations and/or amendments to this Deed (Clause 30):—

.....
.....
.....
.....
.....

33. In the event of an entry not being required to be made in respect of any or all of items (2) (b), (3) (a), (b) and (c), (4) (b) and (c) and (5) in Clause 32, the word "Nil" shall be entered in each such case. If there be insufficient space for any item, particulars shall be entered on a separate sheet or sheets to be annexed hereto.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first hereinbefore appearing.

The Common Seal of the.....
.....
was affixed hereto in the presence
of—

.....
Mayor/Chairman.

.....
Town Clerk/Secretary.

Signed, sealed and delivered
by the Members of the Committee
first appointed—

In the presence of—

.....
.....
.....
.....
.....

The Schedule.

(See Clauses 17-21 of Appendix III.)

We, the undersigned, in executing the Deed of Trust and Local Rules to which this Schedule is annexed, individually agree to become a party thereto and to observe and be legally bound by the provisions of the said Deed and the Local Governing Bodies' Provident Fund (Endowment) Regulations, and to furnish all particulars required for the purposes of the Endowment Assurance Plan, including acceptable evidence of age, and each one of us irrevocably authorises the Corporation for the duration of his employment with the Corporation (or if earlier termination, until the maturity date of the policy in his name) to deduct from his gross wages amounts representing the approved percentage of such wages, subject to allowance being made for variations as provided in the said Deed and Regulations.

Name (Surname in BLOCK Letters). Signature. Witness.

APPENDIX IV.
APPLICATION BY SUBSCRIBER TO COMMITTEE TO
ARRANGE FOR ASSURANCE.

(See Regulation 10 and Clause 20 of Appendix III.)

The Committee,

.....Staff Contributing Endowment Fund:

I,
(Surname in BLOCK letters)

of
(Full postal address)

an eligible Employee of the Corporation, have elected to become a subscriber to the Staff Contributing Endowment Fund. I have signed the Schedule annexed (or to be annexed) to the relative Deed of Trust and Local Rules, having agreed to be bound by the Act and Regulations and having appointed the Committee my Attorneys for the purpose of the Local Governing Bodies' Provident Fund (Endowment) Regulations.

I have given the necessary authority for the Corporation to make the prescribed deductions from my salary or wages to be utilised for the purpose of payment of my quota of the premiums on the Endowment Assurance Policy to be effected on my life (or alternative Endowment Policy) which I hereby authorise the Committee to arrange, the Policy to be payable at the age of* years.

Personal details in regard to myself will be promptly furnished for the purpose.

Signature.....

Date....., 19.....

*65, or lesser age, as specifically approved.