

Trust Deed & Rules

for the South Australian Ambulance Service
Superannuation Scheme

HISTORY OF DOCUMENTATION

	<u>Date Executed</u>
Original Deed	27 June 2006
Deed of Variation No 1	26 September 2006 *
Deed of Variation No 2	7 May 2008**
Deed of Variation No 3	27 June 2008***
Deed of Variation No 4	11 June 2009****
Deed of Variation No 5	28 February 2014 *****
Deed of Variation No 6	29 April 2015*****
Deed of Variation No 7	26 August 2015*****
Deed of Variation No 8	31 October 2018*****
	*(effective from 1 July 2006)
	** (effective from 1 January 2008)
	*** (effective from 1 July 2008)
	**** (effective from 1 June 2009)
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Trust Deed & Rules

for the South Australian Ambulance Service Superannuation Scheme

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Details

Date

Parties

Name **S.A. Ambulance Service Superannuation No.2 Pty Ltd**
ACN 120 389 755
Short form name **Company**
Notice details 216 Greenhill Road, Eastwood South Australia

Name **SA Ambulance Service Incorporated**
Short form name **Principal Employer**
Notice details 216 Greenhill Road, Eastwood South Australia

Background

- A. On 27 June 2006, the SA Ambulance Service Superannuation No. 2 Pty Ltd (the Company) entered into a deed with the Principal Employer under which the Company agreed to act as trustee of the SA Ambulance Service Superannuation Fund established for the benefit of those Employees of the Principal Employer who become Members of the Fund.
- B. On 30 June 2006, in terms of a Declaration made by the Acting Treasurer of the State of South Australia in terms of clause 2 of Schedule 3 to the Superannuation Act 1988, that took effect as from 1 July 2006, the South Australian Superannuation Board became the Trustee of the SA Ambulance Service Superannuation Fund that was also renamed the South Australian Ambulance Service Superannuation Scheme in terms of the Declaration.
- C. The Principal Employer's Staff are employed by the Chief Executive of the Department for Health as Crown employees and then assigned to the Principal Employer. The Principal Employer is responsible for the payment of all salaries and superannuation payments for the Principal Employer's Staff."

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In the Trust Deed and in the Rules unless the context otherwise requires the singular number includes the plural number and vice versa and words importing one gender include the other genders and the following words and expressions have the meaning described below:

Act means the *Superannuation Act 1988* (SA) and any regulations made under that Act.

Actuary means for any particular purpose under this Deed and the Rules the person appointed for that purpose by the Trustee under clause 9 of this Deed, being -

- (a) a Fellow or Accredited Member of the Institute of Actuaries of Australia (or of any body which succeeds or replaces that Institute) or any other person who is recognised by the said Institute as being qualified to provide actuarial advice and reports in relation to a superannuation fund (a 'qualified actuary');
- (b) a partnership one of the members of which is a qualified actuary; or
- (c) a body corporate which employs or engages a qualified actuary for the purpose of providing actuarial advice.

Additional Employer Contribution Account means the account maintained in respect of a Contributory Member pursuant to Rule 2.11.

Adjustment Factor means:

- (a) in relation to an Excluded Member, a multiple applied to a Contributory Member's Service period for the purposes of Rules 2.3, 2.4, 2.6 and 2.9, being the weighted average of the number of months in the Service period (multiplied, where applicable in the case of a part-time Employee, by the percentage of full-time hours worked) during which the Member was classified by his Employer as a Contributory Member and as a standard Employee, an elective services Employee or an emergency services Employee and calculated as follows:

The sum of –

- (i) 1.3 x number of months as emergency services Employee,
- (ii) 1.1 x number of months as elective services Employee, and
- (iii) 1 x number of months as standard Employee

divided by the total Service period in months during which the Member was classified by his Employer as a Contributory Member; and

- (b) in relation to any other Member, a multiple applied to a Contributory Member's Service period for the purposes of Rules 2.3, 2.4, 2.6 and

2.9, being the weighted average of the number of months in the Service period (multiplied, where applicable in the case of a part-time Employee, by the percentage of full-time hours worked) during which the Member was classified by his or her Employer as a Contributory Member and calculated as follows in accordance with the Member's Employment Classification:

- (i) in the case of a Contributory Member who, at the time of cessation of employment or such other event or circumstance pursuant to which the Trustee is obliged to pay a benefit for the purposes of Rules 2.3, 2.4, 2.6 and 2.9, as the case may be ("**Benefit Time**"), is either a standard Employee, an elective services Employee or an emergency services Employee, the sum of:
 - (A) 1 x number of months as a standard Employee;
 - (B) 1.1 x number of months as an elective services Employee;
 - (C) 1.3 x number of months as an emergency services Employee; and
 - (D) the factor set out in either paragraph (A), (B) or (C) of this paragraph (b)(i) that applies to the Member's Employment Classification (namely as a standard Employee, elective services Employee or emergency services Employee) at the time immediately prior to being classified as a special Employee multiplied by the number of months (if any) as a special Employee, divided by the total Service period in months during which the Member was classified by his Employer as a Contributory Member; or
- (ii) in the case of a Contributing Member who, at the Benefit Time is a special Employee:
 - 1 x number of months of overall Service as an Employee (whether or not classified at any other time as a standard, elective or emergency services Employee) divided by the total Service period in months during which the Member was classified by his Employer as a Contributory Member.

For the purposes of this definition, a Contributory Member is deemed to have been a standard employee at all times during which the Contributory Member was an Employee prior to 1 February 1995.

Amendment Date means 17th June 2004.

Approved Benefit Arrangement means a fund or benefit arrangement, other than the Fund, including without limitation another superannuation fund, an approved deposit fund and a deferred annuity.

Auditor means the South Australian Auditor General or such other person appointed by the South Australian Auditor General pursuant to section 9(3) of Schedule 3 of the Act.

Board has the same definition as in the Act.

Bonus Account means the account maintained in respect of a Member pursuant to Rule 2.10 of the Rules.

Bonus Account Balance in relation to a Member at any particular date means the total amount standing to the credit of the Member's Bonus Account as at that date, after all appropriate debits and credits have been made to the Bonus Account.

Bonus Date means 9 November 1995.

Changeover Date means the date on which the Minister's declaration (if any) under Part 2 of Schedule 3 of the Act in respect of the Fund takes effect.

Child means, in relation to a person, any child of that person living at the date of death of that person including any step-child and any child recognised by the Trustee as an adopted child.

Commissioner means any one or more, as the case may require, of -

- (a) the Commissioner of Taxation, or any Deputy Commissioner, holding office for the time being under the *Income Tax Assessment Act 1936*;
- (b) the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or any other governmental authority responsible for administering the laws or any other rules governing superannuation funds or the availability of income tax concessions to superannuation funds; and
- (c) any other governmental authority or person responsible for making or administering the Relevant Commonwealth Act.

Company Account means the account of that name maintained for a Non-Contributory Member under the Rules set out in Schedule 3.

Consultative Committee means the committee established pursuant to clause 7.

Contributory Member means a Member who is classified as a Contributory Member pursuant to Rule 1.2. A Member will be deemed to have been a Contributory Member for any period during which the Member was classified as a 'Retirement Section Member' pursuant to any former provisions of the Deed and the Rules.

Date of Admission when used in respect of any Employee means the date on which that Employee is accepted as a Member.

Deed means this Trust Deed as it may at any time and from time to time be amended in accordance with clause 10.

Dependant of a Member means:

- (a) that Member's Spouse or Child

- (b) any person with whom, in the opinion of the Trustee, the Member as at the relevant date (which in the case of a deceased person is the time of death) has an Interdependency Relationship; and
- (c) any person whom the Trustee may in exercise of its absolute discretion determine to be dependent either wholly or partly on that Member at the time of the happening of the event in respect of which the Trustee makes that determination.

Earnings means the change in value (whether positive or negative) in the Units representing the relevant Member's interest in the Fund:

- (a) where the relevant clause in this Deed specifies a period – for that period;
- (b) otherwise, such period as the Trustee may reasonably determine having regard to the context and purpose of the relevant clause.

Elective Services Employee means an Employee who works in the Principal Employer's Non-Emergency Ambulance Service and receives the elective service allowance.

Emergency Ambulance Service has the meaning provided by section 3 of the *Health Care Act 2008 (SA)*.

Emergency Services Employee means:

- (a) an Employee who works in the Principal Employer's Emergency Ambulance Service and receives a rotating shift allowance; or
- (b) an Employee who works in the Principal Employer's Non-Emergency Ambulance Service and who receives a rotating shift allowance and no elective services allowance.”.

Employee means any person who is in the Service of an Employer.

Employer means

- (a) the Principal Employer or any corporation, association or body formed in reconstruction of or in succession to the Principal Employer;
- (b) a New Employer; or
- (c) the St John Ambulance Australia South Australia Incorporated, but only in respect to employees of the St John Ambulance Australia South Australia Incorporated who were employees of that entity as at 30 June 2006.

Employer Representative means a person appointed to the Consultative Committee as an employer representative by the Principal Employer pursuant to clause 7.

Employment Classification means an Employee's job classification in one of the following classes as determined (and which may be altered between those classes) by his or her Employer from time to time during the Employee's Service and notified by that Employer in writing to the Trustee:

- (a) standard Employee; or

- (b) elective services Employee; or
- (c) emergency services Employee; or
- (d) special Employee.

Excluded Member means each Member:

- (a) whose name appears in Item 1 of Schedule 7 to this Deed;
- (b) who the Principal Employer nominates as an Excluded Member; and
- (c) who the Principal Employer determines to be a Member who meets the criteria set out in Item 2 of Schedule 7 to this Deed (which criteria was used to determine the list of Members in Item 1 Schedule 7 to this Deed).

Family Law Split means a payment split as defined in section 90MD of the *Family Law Act 1975*.

Final Average Salary means:

- (a) subject to Rule 2.5, when used in relation to an Excluded Member, the average of his or her Salary on 1 July or such other date as the Principal Employer may from time to time determine in each of the three years preceding the date of his or her leaving the Service (except for the purposes of Rule 2.5 where a Contributory Member's FAS Period will be based on either the three years preceding the date of the Contributory Member applying to become a member of the Triple S Scheme or the three years preceding the Contributory Member's actual retirement, whichever relevant); and
- (b) subject to Rule 2.5, when used in relation to any other Member, the average of the aggregate of his or her Salary on 1 July or such other date as the Principal Employer may from time to time determine ("**FAS Date**") in each of the three years preceding the date of his or her leaving Service ("**FAS Period**") (except for the purposes of Rule 2.5 where a Contributory Member's FAS Period will be based on either the three years preceding the date of the Contributory Member applying to become a member of the Triple S Scheme or the three years preceding the Contributory Member's actual retirement, whichever relevant) provided that:
 - (i) if the Member has less than three years Service, then for the purposes of determining a final average salary based on a period of three years Service, the Member's Salary at the date on which the Member joined Service shall be deemed to be the Member's Salary for any FAS Date in any period of time prior to the date the Member joined Service as is necessary to be imputed in order to calculate that average; or
 - (ii) if the Member has three or more years of Service but the Member has not held the same Employment Classification for the whole of the FAS Period and his or her Employment Classification included classification as a special Employee at

any time during the FAS Period, then for the purposes of determining a final average salary and subject to Rule 1.15:

- (A) if the Member was classified as a special Employee at the date of his or her leaving Service, the Member's Salary:
 - (I) for the FAS Date that is on or immediately before (as the case may be) the date of his or her leaving Service ("**First FAS Date**") will be the Member's Salary on the First FAS Date if the Member was classified as a special Employee on the First FAS Date and otherwise, the Member's Salary as at the date the Member leaves Service; and
 - (II) for the FAS Date immediately before the First FAS Date ("**Second FAS Date**") and the FAS Date immediately before the Second FAS Date ("**Third FAS Date**") will be determined by multiplying the Member's Salary for the Employment Classification that the Member held on the Second FAS Date and the Third FAS Date respectively by the Adjustment Factor applicable to that Employment Classification without reference to the number of months that the Member was in that classification; or
- (B) if the Member was not classified as a special Employee at the date of his or her leaving Service, the Member's Salary for the First FAS Date, the Second FAS Date and the Third FAS Date will be the Member's Salary on each of those dates respectively if the Member was not classified as a special Employee on those dates, but if on any of the First FAS Date, the Second FAS Date or the Third FAS Date, as the case may be, the Member was classified as a special Employee ("**Special Date**"), the Member's Salary for the Special Date, will be the Member's Salary on that Special Date divided by the Member's Adjustment Factor (and, for the sake of clarity, that Adjustment Factor will be the Member's final Adjustment Factor, **not** one determined as at the Special Date),

PROVIDED THAT despite anything else in and for the purposes of this paragraph (ii) if a Member's Salary is reduced for any reason (including because of a change in the Member's Classification) at any time during his or her period of Service:

- (C) paragraph (c) of the definition of "Salary" in clause 1 of this Deed shall prevail; and
- (D) the Trustee may, subject to Rule 1.15, only use the reduced Salary in calculating the Member's final average salary if such a reduction in Salary is permitted under

paragraph (c) of the definition of “Salary” in clause 1 of this Deed.

Fund means the Fund established by this Deed and when the context requires all contributions made to the Fund and all other moneys from time to time received and held by or on account of the Trustee under the provisions of the Deed and the Rules and the investments (including policies of insurance) for the time being representing the same and all income derived therefrom.

Government Co-Contribution Act means the *Superannuation (Government Co-contribution for Low Income Earners) Act 2003*.

Interdependency Relationship has the meaning given to that term by Section 10A of SIS.

Insertion Date means 19 March 1990.

Manager of Patient Services Allowance has the definition provided for in clause 17 of the SA Ambulance Service Enterprise Agreement 2011 or its successor.

Member means:

- (a) an Employee who has been admitted to the Fund as a Contributory Member or a Non-Contributory Member pursuant to Rule 1.1(a);
- (b) a Preserved Member; or
- (c) a Spouse Member who has been admitted to the Fund pursuant to Rule 1.1.(b).

Member Account means the account of that name maintained for a Spouse Member under the Rules set out in Schedule 4.

Member Representative means a person elected to the Consultative Committee as a member representative pursuant to clause 7.

Member Spouse has the meaning given to those words as defined under the *Family Law Act 1975* and the regulations made there under.

Minister means the Treasurer of South Australia.

Minister's Representative means a person appointed to the Consultative Committee as the Minister's representative by the Minister pursuant to clause 7.

New Employer means an employer of a Member who was previously an employee of the Principal Employer, but whose employment has been transferred to the New Employer as a result of an administrative restructure or by legislation.

Non-Contributory Member means a Member who is classified as a Non-Contributory Member pursuant to Rule 1.2.

Non-Emergency Ambulance Service has the meaning provided by section 3 of the *Health Care Act 2008* (SA).

Non-Member Spouse has the meaning given to those words as defined under the *Family Law Act 1975* and the regulations made there under.

1965 Fund means the superannuation fund established by the Principal Employer by the proposal for the National Mutual Policy No EFG 314 dated 17 August 1965.

Normal Retirement Date of a Member means his 60th birthday except that for a Member whose name appears in Table 1 of Schedule 6 it means his 65th birthday.

person and words importing a natural person include a body corporate and any other person recognised at law, a partnership and any other group or association of persons but the words 'natural person' shall be given their normal meaning.

Post-Insertion Date Benefit means in any particular circumstances:

- (a) in relation to a Pre-Insertion Date Member, any improvement in a benefit payable in such circumstances, or any new or further benefit payable in such circumstances, the introduction or availability of which required the exercise of a power by the Employer under this Deed and the Rules on or after the Insertion Date, including without limitation any amendment of the provisions governing the Fund (whether by the instrument which inserted this definition or otherwise) but not including any benefit which became payable to that person before the Insertion Date or any benefit which that person would have had a right to receive in such circumstances if the provisions of this Deed and the Rules in force immediately before the Insertion Date had continued to apply unaltered in respect of that person and the Employer had not exercised any relevant power on or after the Insertion Date; and
- (b) in relation to any other person, any benefit whatsoever.

power means a power, right, discretion or authority of whatsoever nature and howsoever arising (including the formation of an opinion) and, wherever a power is conferred on any person, the relevant provision of this Deed and the Rules shall, unless the contrary intention appears or the context requires otherwise, be read as if the words 'at any time and from time to time' were added thereto.

Pre-Insertion Date Member means -

- (a) a Member who last became a Member before the Insertion Date; and
- (b) a person entitled to claim a benefit from the Fund in respect of another person who participated in or received a benefit from the Fund before the Insertion Date or in respect of an event or circumstance which occurred or arose before that date.

Preserved Member means a Member in relation to whom a benefit has become payable under this Deed, but who has not, within three months of that benefit becoming payable, made an application to the Trustee to pay out that benefit.

Previous Plan means a superannuation or provident fund designated by the Principal Employer as a Previous Plan for the purpose of this Fund.

Principal Employer means S.A. Ambulance Service Inc. or any entity which assumes the role of providing ambulance services in South Australia.

Putative Spouse has the meaning provided by section 4A of the *Superannuation Act 1988 (SA)*.

Relevant Period means the period (if any) during which the Fund is a State Scheme.

Relevant Person means in relation to Total and Permanent Disablement or Temporary Total Disablement, as the case may be, -

- (a) where all or part of the benefit payable in respect of such disablement is insured (either generally or in respect of a group of Members or any particular Member), the insurer providing such insurance; or
- (b) where paragraph (a) does not apply, the Employer after consulting the Trustee.

Relevant Commonwealth Act means the requirements set out in –

- (a) the *Superannuation Industry (Supervision) Act 1993*;
- (b) the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
- (c) *Superannuation (Self Managed Superannuation Funds) Taxation Act 1987*;
- (d) the *Superannuation (Resolution of Complaints) Act 1993*;
- (e) the *Corporations Act 2001*;
- (f) the *Family Law Act 1975*;
- (g) any regulations made under any of those Acts; and
- (h) any other present or future laws of the Commonwealth of Australia or any State or Territory of Australia which the Trustee and the Principal Employer may determine to be the Relevant Commonwealth Act for the purposes of the Deed and the Rules.

Review Date means the first day of July in each year or such other date as the Trustee determines from time to time.

Rules means:

- (a) the Rules set out in the Schedules attached to this Deed as they may at any time and from time to time be amended in accordance with clause 10; and
- (b) regulations pursuant to the Act.

Salary means basic salary (calculated as an annual rate of salary) and the Manager of Patient Service Allowance and excludes allowances, bonuses,

overtime payments, and any other additional amounts except to the extent the Employer may decide and notify to the Trustee in writing PROVIDED THAT:

- (a) if a Member has been granted leave of absence without pay his Salary is deemed to continue unaltered until the cessation of such leave of absence; and
- (b) while a Member is eligible to receive a disability income benefit pursuant to Rule 2.7 his Salary is that in effect immediately prior to his disability; and
- (c) if the Salary of a Member is reduced for any reason his Salary is to be deemed either unaltered or reduced only to such extent as may be agreed by the Member and the Trustee.

Salary Adjustment Factor means an increase in a Contributory Member's Salary in respect of any period during which the Member is classified by his Employer in either of the classifications set out below multiplied, where applicable in the case of a part-time Employee, by the percentage of full-time hours worked. The increase applicable is the increase corresponding with the respective classification and applies only during any period in which the Member is so classified or is deemed to be so classified.

Classification	Increase
Emergency Services Employee	30%
Elective Services Employee	10%

Serious Ill Health in respect of a Member means ill-health where the Trustee, after obtaining the advice of a registered medical practitioner appointed by the Trustee, has resolved that:

- (a) the Member has a mental or physical disablement that was caused by a bodily injury, illness, disease, infirmity or accident (none of which has been inflicted for the purposes of obtaining a benefit);
- (b) the Member's disablement precludes the Member from ever carrying out the majority of the duties of the Member's occupation necessary to produce income; and
- (c) the Member is not Totally and Permanently Disabled, Temporarily Totally Disabled or Terminally Ill;

and the Trustee is satisfied that in the opinion of the Member's Employer, there is no other suitable position available for the Member with the Member's Employer from which the Member is not precluded by reason of the disablement.

Service in respect of a Member means continuous employment by an Employer during which he is paid a Salary by that Employer and includes any absence from employment (with or without pay) which the Employer determines is to be deemed Service for the purpose of the Fund or which Rule 2.7(f) stipulates is to be deemed Service.

SIS means the *Superannuation Industry (Supervision) Act 1993* and the regulations made under that Act.

Special Employee means a Contributory Member who has been classified by the Principal Employer as a Special Employee.

Spouse means in relation to a person:

- (a) for the purposes of Rules 1.1(b), 4.2, 4.3(c)(ii) and 4.6, has the same meaning as in section 159TC of the *Income Tax Assessment Act 1936*; and
- (b) otherwise, means:
 - (i) that person's husband, wife, widower or widow; or
 - (ii) that person's Putative Spouse.

Spouse Member means a Member who has been admitted to membership of the Fund under Rule 1.1(b).

Standard Employee means an Employee who is not an Elective Services Employee, an Emergency Services Employee, or a Special Employee, and whose normal hours of employment are between 35 and 38 hours per week.

Superannuation Interest has the meaning given to those words as defined under the *Family Law Act 1975* and the regulations made there under.

SuperSA has the same definition as in Schedule 3 of the Act.

State Scheme means a scheme and fund established under the Act.

Terminal Illness, in relation to a person, means an illness or condition that is likely, in the opinion of at least 2 medical practitioners (1 of whom must have specialist expertise in the relevant field of medicine), to result in the death of the person within 24 months of the day on which the opinion was given,

and **Terminally Ill** shall have a corresponding meaning.

Total Account Balance means at any time:

- (a) in relation to a Non-Contributory Member, the total of:
 - (i) the amount standing to the credit of the Non-Contributory Member's Company Account; and
 - (ii) the amount standing to the credit of any Additional Employer Contribution Account, Bonus Account and Voluntary Member Contribution Account in the Non-Contributory Member's name; or
- (b) in relation to a Spouse Member, the amount standing to the credit of the Spouse Member's Member Account.

Total and Permanent Disablement, in relation to a Member means:

- (a) disablement due to an illness or injury as a result of which -
 - (i) the Member has been absent from work for six consecutive months, or such lesser period, if any, as the Trustee in its

absolute discretion may determine from time to time either generally or in any particular case; and

- (ii) the Trustee is satisfied after consideration of medical information, the Member is incapacitated to such an extent as to render the Member unlikely ever to engage in or work for reward in any occupation or work for which he is reasonably qualified by education, training or experience, or

(b) disablement due to a Terminal Illness,

and **Totally and Permanently Disabled** shall have a corresponding meaning.

Temporary Total Disablement, in relation to a member, means disablement (not amounting to Total and Permanent Disablement or Terminal Illness) due to an illness or injury as a result of which:

- (a) the Member has been absent from work for a period of three consecutive months or such lesser period, if any, as the Trustee at its absolute discretion may determine from time to time either generally or in any particular case having regard, where applicable, to the terms of any insurance effected in respect of Temporary Total Disablement; and
- (b) the Trustee is satisfied after consideration of medical information, the Member is incapacitated to such an extent as to render the Member unable, for the time being, to resume work in the Member's former occupation,

and **Temporarily Totally Disabled** shall have a corresponding meaning.

Transferable Benefit means transferable benefits as that term is defined under SIS.

Triple S Scheme has the same meaning as the meaning provided for the term "the Triple S scheme" in section 3 of the *Southern State Superannuation Act 1994* (SA).

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

Unit means a unit representing an undivided part or share of the Fund.

Voluntary Member Contribution Account means an account maintained in a Member's name containing the balance of any voluntary contributions made by the Member under Rule 2.1(f) or Rule 3.1(b).

1.2 Interpretation

- (a) In the interpretation of this Deed and the Rules the provisions of this Deed are paramount and in the event of any inconsistency arising are to prevail.
- (b) The headings of clauses and Rules are for convenience only and are not to affect their interpretation.
- (c) If any dispute or doubt as to the interpretation of any of the provisions of this Deed and the Rules or as to the rights of any person hereunder arise the decision of the Trustee is to be final and conclusive.

- (d) In this Deed and the Rules, unless the contrary intention appears or the context requires otherwise:
- (i) references to any statutory enactment, regulation, rule, by-law or other law or a provision thereof (hereinafter collectively called a "law") shall include that law as amended or re-enacted from time to time and any law which replaces the same or has the same effect in whole or in part (whether or not passed or approved by the same legislative body or other authority and whether or not incorporating or adopting any law previously in force) and shall also include any regulation, or any effective and enforceable determination or ruling, made under the authority of such a law; and
 - (ii) references to any provision of this Deed and the Rules shall be read as references to that provision as amended or replaced from time to time;
 - (iii) should any provision of the Deed and the Rules be held to be invalid in whole or in part or be required to be limited or read down in order to be valid, the provision shall be severed to the extent of the invalidity but the remainder of the provision shall continue in full force and effect.
 - (iv) where an Employer, a Trustee or other relevant person is or includes a body corporate:
 - (A) a resolution or directive by the directors (or the equivalent thereof) of the body corporate, or by some of them acting as a board or a committee in accordance with its articles of association or like governing document, shall be deemed to be an effective resolution or directive by that body corporate for the purposes of the Deed and the Rules; and
 - (B) a meeting by the directors (or the equivalent thereof) of the body corporate, or by some of them acting as a board or a committee in accordance with its articles of association or like governing document, shall be deemed to be a meeting of that body corporate for the purposes of the Deed and the Rules,

PROVIDED THAT this sub-clause does not limit the body corporate's powers of delegation and any party to this Deed and the Rules may accept as a binding direction or authorisation of such body any direction or authorisation given or purported to be given on behalf thereof by a person whom it is reasonable to assume would be empowered to act for that body in the relevant circumstance.

2. Paramount Provision

2.1 Discretions & directions

Notwithstanding any other provision of the Deed or the Rules:

- (a) any provision of the Deed or the Rules which permits a discretion to be exercised by a person other than the Trustee shall be deemed to include a requirement to obtain the consent of the Trustee to the exercise of such discretion to the extent that such consent is required by the Relevant Commonwealth Act; and
- (b) any provision which subjects the Trustee in the exercise of any of its powers under the Deed or the Rules to direction by the Principal Employer or any other person shall, to the extent that such direction is prohibited by the Relevant Commonwealth Act, be construed as a discretion to be exercised by the Principal Employer or that other person with the consent of the Trustee.

2.2 Review of Trustee's decision

- (a) If a person is dissatisfied with a decision of the Trustee (in this clause 2.2, **Original Decision**), that person may apply to the Trustee, requesting that the Trustee review the Original Decision.
- (b) On an application to the Trustee in accordance with 2.2(a), the Trustee may confirm the Original Decision or substitute another decision for the Original Decision (in this clause 2.2, **Further Decision**).
- (c) If a person is dissatisfied with the Further Decision, that person may seek a review of the decision by the South Australian Civil and Administrative Tribunal under section 34 of the *South Australian Civil and Administrative Tribunal Act 2013*.
- (d) An application for review may be made to the South Australian Civil and Administrative Tribunal within 3 months after the person receives notice of the decision.

2.3 Discrimination

Notwithstanding any other provision of the Deed, the Trustee shall ensure that all powers, authorities, trusts and provisions exercisable under the Deed and the Rules are exercised in accordance with the provisions of any law of the Commonwealth or of any State or Territory which applies to the Fund relating to the prohibition or restriction of discriminatory behaviour.

2.4 Taxation

- (a) Without limiting clause 2.4(b), the Trustee may make such deductions, adjustments and provisions as the Trustee may consider appropriate (including without limitation adjustment of the basis of calculation of any benefit) 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 the Fund or anything done or to be done pursuant to the Deed and the Rules (including without limitation the payment or transfer of any money or property to or from the Fund).

- (b) Without in any way limiting any other provision of the Deed or the Rules any common law or other rights the Trustee may have, the amount and conditions of payment of any Post-Insertion Date Benefit shall be adjusted to take account of any such tax or impost in such manner and to such extent as the Principal Employer may notify to the Trustee in writing and the Relevant Commonwealth Act may permit, and any such written notice shall be binding on all interested persons without the need to formally amend the Deed and the Rules.

3. Compliance with Family Law

3.1 Non-Member Spouse not to be Member

- (a) Subject to clause 3.1(b) and the Deed and the Rules, the Trustee must not create a new interest in the Fund for or in respect of a Non-Member Spouse under this clause 3 or make or admit a Non-Member Spouse as a Member of the Fund, unless that Non-Member Spouse otherwise qualifies for membership of the Fund pursuant to Rule 1.1.
- (b) A Non-Member Spouse who is a Member shall continue as a Member for the purposes of this Deed and the Rules other than in respect of any amount determined under this clause 3 in respect of the Non-Member Spouse unless otherwise decided by the Trustee pursuant to clause 3.2(d)(iv).

3.2 Trustee may give effect to Family Law Split

Notwithstanding any other provisions of the Deed and the Rules, , the Trustee is empowered to do or to procure to be done any acts, matters or things that are necessary or desirable in order to comply with the Relevant Commonwealth Act including (but not limited to):

- (a) providing information related to a Member's Superannuation Interest in the Fund in accordance with and as required by the Relevant Commonwealth Act;

For the purpose of any information under clause 3.2(a), **accrued benefit multiple** as that term is defined in the *Family Law Act 1975* and the regulations made there under shall be treated as a reference to or such multiple as may be derived from the provisions of the Deed and the Rules for the purposes of calculating a lump sum or pension payable in respect of a Member Spouse's retirement benefit but only taking into account the Member Spouse's Service (and any other periods or past multiples that may be relevant to the multiple calculation under the Deed and the Rules) for the period up to and including the **appropriate date** (as that term is defined in the *Family Law (Superannuation) Regulations 2001*) and where necessary after obtaining the advice of the Actuary;

- (b) flagging a Member Spouse's Superannuation Interest or lifting a flag on a Member Spouse's Superannuation Interest or benefit in the Fund where and as required by the Relevant Commonwealth Act;

- (c) adjusting or reducing the Member Spouse's Superannuation Interest (including any insured benefit) or any other amount in respect of the Member Spouse to take account of any amount the Trustee considers represents the amount to which a Non- Member Spouse is entitled being calculated having regard to the requirements of the Relevant Commonwealth Act and any acts, matters or things done pursuant to this clause 3 and the Deed and the Rules; and
- (d) subject to clause 3.2(c):
 - (i) transferring or rolling over the amount which the Trustee considers represents the Transferable Benefits in respect of the Non-Member Spouse (or such other amount as the Trustee may determine) to an Approved Benefit Arrangement (including an eligible rollover fund as that term is defined by the Relevant Commonwealth Act) to be held for the benefit of the Non-Member Spouse and subject to and in accordance with the requirements of the Relevant Commonwealth Act with or without the consent of the Non-Member Spouse PROVIDED THAT the benefit payable to any Member (other than the Member Spouse) shall not be reduced as a result of the transfer or rollover;
 - (ii) paying to the Non-Member Spouse an amount which the Trustee considers represents at least the value of the Non-Member Spouse's entitlement at the time of the payment (or such other amount as the Trustee may determine) subject to and in accordance with the requirements of the Relevant Commonwealth Act with or without the consent of the Non-Member Spouse PROVIDED THAT the benefit payable to any Member (other than the Member Spouse) shall not be reduced as a result of the payment;
 - (iii) if clause 3.2(d)(iv) does not apply, recording in the records of the Fund (but not creating an interest) the amount that the Trustee considers represents the amount to which the Non-Member Spouse is entitled having regard to the requirements of the Relevant Commonwealth Act and adjusting or doing any other act, matter or thing (including allocating any Earnings or adjusting for any fees incurred under sub-paragraph (e) hereof) with respect to that record until the Trustee determines to pay, transfer or rollover that amount from the Fund in accordance with clause 3.2(d)(i) or (ii) as applicable;
 - (iv) where a Non-Member Spouse is already a Member, the Trustee may transfer all of the lump sum amount which the Trustee considers represents the amount to which the Non-Member Spouse is entitled having regard to the requirements of the Relevant Commonwealth Act into an account held for or to be established in respect of the Non-Member Spouse within the Fund and adjusting or doing any other act, matter or thing (including allocating any Earnings as determined by the Trustee or adjusting for any fees incurred under clause 3.2(e)) with

respect to that account until the Trustee determines to pay, transfer or rollover that amount from the Fund in accordance with clause 3.2(d)(i) or (ii) as applicable;

- (e) imposing any fees, (including charges, taxes or other costs) in relation to any acts, matters or things done by the Trustee under this clause 3 on such terms and conditions as the Trustee determines (including by deduction from a Member Spouse's account, interest or benefit in the Fund or from the amount to which a Non-Member Spouse is entitled) subject to the Relevant Commonwealth Act.

3.3 Non-Member Spouse

- (a) Except where a Non-Member Spouse is a Member, a Non-Member Spouse is not a Member or eligible to be admitted as a Member unless that Non-Member Spouse otherwise qualifies for membership of the Fund pursuant to Rule 1.1.
- (b) For the purpose of this clause 3 and any amount determined for the purpose of this clause 3, a Non-Member Spouse (who is not a Member), only has rights to information and other rights as prescribed by the Relevant Commonwealth Act and under this clause 3 and has no other rights, claims or entitlements (including to any insurance under a policy of group life insurance or otherwise) against the Fund, the Trustee (or any person acting on behalf of the Trustee) under the Deed and the Rules.

4. Power of Investment

- (a) The Trustee may invest the Fund's assets in accordance with the requirements of the Act.
- (b) Notwithstanding anything contained in this clause or elsewhere in the Deed or the Rules to the contrary, loans shall not be made to any Members of the Fund.
- (c) The Trustee may establish, arrange, purchase and renew insurance of any kind, including:
 - (i) insurance in respect of Members on an individual or a group basis;
 - (ii) trustee liability insurance; and
 - (iii) insurance on the property or other assets of the Fund.
- (d) The Trustee may pay all insurance premiums out of the Fund and where a premium is required to be paid out of the Fund, the Trustee may pay such premium out of the Fund.

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5. Trustee's powers

- (a) The Trustee may enter into and execute all contracts, deeds and documents and do all acts and things as it deems expedient for the

purpose of carrying out the trusts and powers conferred upon it by this Deed and the Rules.

- (b) The Trustee in the exercise of the powers vested in it by this Deed and the Rules are to have an absolute and uncontrolled discretion, and may exercise or enforce all or any of the powers from time to time and at any time, or may refrain from exercising or enforcing the same from time to time or at all, and the Trustee's decision as to the interpretation in respect of this Deed and the Rules is to be final and conclusive.
- (c) Neither the Trustee nor any director or officer of the Trustee jointly or individually in respect of the exercise or purported exercise of the Trustee's rights and duties shall hereunder incur any personal responsibility or are liable for anything whatever except a breach of trust knowingly and intentionally committed by the Trustee or any Director or officer of the Trustee, and without derogating from the generality of the foregoing the exemption from liability is to apply in respect of any claims arising out of loss or damage incurred by Members or former Members or their Dependants or legal personal representatives or any other person claiming through any Member or former Member. The Trustee and each director or officer of the Trustee is to be and is hereby indemnified firstly out of the Fund and secondly by the Employer against all claims costs damages and expenses which it may pay or incur in connection with the carrying out of the trusts hereunder or anything herein contained. The indemnity hereby provided may be paid or applied wholly or in part in advance of the liability or cost being incurred without the liability having to be incurred or satisfied or the cost paid as a condition precedent and is to extend to any payment made to any person whom the Trustee or its delegates bona fide believe to be entitled to the same.
- (d) Payment or assignment of a benefit in good faith to a person believed by the Trustee to be entitled to receive it is to be deemed for the purpose of this Deed to be payment or assignment to a person entitled to receive it and is to be a valid discharge to the Trustee of its obligations in respect of the payment or assignment of that benefit.
- (e) No director or officer of the Trustee by virtue of his office is to be disqualified from being a Member of the Fund or from exercising any rights or deriving any benefits as a Member and a director of the Trustee who is or is about to become a Member may be counted in a quorum and vote at any meeting of the directors of the Trustee when the directors are exercising powers pursuant to the Deed or the Rules and may attest the affixing of the common seal of the Trustee notwithstanding that he has an interest in the matter.
- (f) Under no circumstances whatsoever is the Trustee to be in any way liable or responsible in the event of the assets of the Fund proving insufficient for any reason to provide the benefits specified in the Deed or the Rules or any part of these benefits.

- (g) Notwithstanding anything in the Deed and the Rules, but subject to any relevant requirements of a Relevant Commonwealth Act, if the Fund is not then already a State Scheme:
- (i) the Trustee may make application to the Minister for the purposes of Part 2 of Schedule 3 of the Act; and
 - (ii) the Trustee may pay or transfer or cause to be paid or transferred to the trustee of a State Scheme a Member's (or any other beneficiary's) interest in the Fund (and such additional amount as is agreed between the Trustee and the Principal Employer whether on an allocated or unallocated basis) without obtaining the consent of the Member (or other beneficiary) to such transfer, and the receipt of the trustee of that State Scheme shall be sufficient discharge to the Trustee in respect of the trusts of the Deed and the Trustee shall not in any way be responsible for the payment or disposal by the trustee of the State Scheme of the amount so paid or transferred.

6. The Trustee

- (a) Subject to clause 6(b), the Company shall be the Trustee.
- (b) During any Relevant Period, the Board shall be the Trustee.

7. Consultative Committee

7.1 Limited application

Clauses 7.2 to 7.8 only apply during any Relevant Period.

7.2 Composition of Consultative Committee – from 1 July 2007

From 1 July 2007, the Consultative Committee shall consist of 5 members, being:

- (a) two Employer Representatives;
- (b) two Member Representatives; and
- (c) the Minister's Representative.

7.3 Appointment & removal of Employer Representatives

The Principal Employer may appoint or remove an Employer Representative at any time by giving notice in writing to the Trustee.

7.4 Appointment & removal of Member Representatives

The procedures for electing Member Representatives are as follows:

- (a) *Appointment of Returning Officer*

The Trustee, after consulting with the Principal Employer, must appoint a person (in this clause 7, **Returning Officer**) who will be responsible for the election procedure for Member Representatives.

(b) *Notice of election*

The Returning Officer must issue a notice of election to each member at least 28 days prior to the election date.

(c) *Nominations*

- (i) Each candidate must be a person who is a Member when the notice is given, and who is still a Member on the election date.
- (ii) The candidate must consent in writing to the nomination and make such declaration as may be required by the Returning Officer or the Trustee.
- (iii) The Returning Officer must only accept nominations received at least 14 days prior to the election, and which are supported and countersigned by five (5) other Members.

(d) *Election by secret ballot*

- (i) If the number of candidates nominated does not exceed the number of positions vacant, the candidates shall be deemed to have been elected.
- (ii) If the number of candidates nominated exceeds the number of positions vacant, the Returning Officer must issue a ballot paper to each relevant member and determine the method of voting to be used in the ballot. The ballot paper must state the return date, the name and address of the Returning Officer, and the method of voting.
- (iii) The Returning Officer may issue the ballot papers and allow Members to cast their vote by electronic means, providing the Returning Officer is satisfied that the electronic system used to cast votes ensures that:
 - (A) each Member is only able to submit one (1) vote; and
 - (B) each Member's vote remains confidential and is not disclosed to another Member, the Trustee, the Administrator of the Scheme or to any other person except for the Returning Officer.
- (iv) Only Members can vote.
- (v) The voting system and rules shall be determined at the discretion of the Returning Officer.
- (vi) The Returning Officer must keep the ballot papers secure and confidential for 12 months following the election.

(e) *Notice of result of election*

The Returning Officer must within 14 days of the election date issue a notice to Members and the Trustee setting out the number of votes received by each candidate and identifying the successful candidate(s).

(f) *Frequency of elections*

An election of Member Representatives must be held at least once every three years. A Member Representative may stand for re-election after completion of each three year term.

(g) *Removal of Member Representatives*

The Consultative Committee must remove a Member Representative if:

- (i) the Member Representative ceases to be a Member or ceases to be an employee of the Principal Employer;
- (ii) the Member Representative resigns by written notice to the Consultative Committee;
- (iii) the Member Representative is disqualified because of offences for dishonest conduct, insolvency; or
- (iv) the Member Representative becomes mentally or physically incapacitated

7.5 Vacancies

- (a) Where there is a vacancy in an Employer Representative's position on the Consultative Committee, the Principal Employer must appoint another person to fill that vacancy.
- (b) Where there is a vacancy in a Member Representative's position on the Consultative Committee:
 - (i) the candidate with the most number of votes at the most recent election of Member Representatives who was not elected as a Member Representative will be appointed to fill that vacancy; or
 - (ii) if the candidate referred to in clause 7.5(b)(i) is unwilling or unable to fill that vacancy, the Returning Officer must arrange a new election to fill that vacancy.
- (c) Where there is a vacancy in the Minister's Representative's position on the Consultative Committee, the Minister must appoint another person to fill that vacancy.

7.6 Functions

The functions that the Consultative Committee may undertake include the following:

- (a) act as a consultative body in relation to superannuation issues that have a significant impact on employees of the Principal Employer;
- (b) such other things as the Trustee, the Principal Employer and the Consultative Committee may agree from time to time.

7.7 Rules of operation of the Consultative Committee

- (a) The Consultative Committee will meet formally on dates determined by the Committee, but no less frequently than once every six calendar months.

- (b) The Consultative Committee must provide the Trustee with a copy of the minutes of each meeting of the Consultative Committee, within five days of that meeting.
- (c) Subject to clause 7.7(d), the Consultative Committee will establish such rules as it determines, and as the Trustee may approve, in relation to the holding and conduct of its meetings.
- (d) Unless the Consultative Committee determined otherwise, the Minister's Representative shall not be entitled to vote on decisions and resolutions of the Consultative Committee, except where there is a tied vote, in which case the Minister's Representative shall have a casting vote.

8. Accounts & audits

- (a) The Trustee shall cause to be prepared and maintained in respect of each financial year:
 - (i) proper accounts of amounts paid to SuperSA for the purposes of the Fund;
 - (ii) proper accounts of payment to, on behalf of, or in respect of, Members;
 - (iii) proper accounts of any associated receipts and payments;
 - (iv) financial statements in relation to those receipts and payments; and
 - (v) such other records and accounts as the Trustee considers to be necessary or expedient.
- (b) The Auditor may at any time, but at least annually, audit:
 - (i) the accounts and financial statements referred to in clause 8(a); and
 - (ii) any other accounts or financial statements of the Fund.

9. Appointment of advisers

The Trustee may employ and remunerate from the Fund managers investment managers consultants auditors advisers accountants medical practitioners actuaries counsel solicitors brokers agents custodian trustees and others whether persons firms or corporations as it sees fit, and may delegate to any person firm or corporation any of the powers and duties conferred upon it under this Deed and the Rules to be exercised subject to conditions and restrictions as the Trustee thinks fit, and may deliver to that person firm or corporation any assets comprised in the Fund, and is not to be liable for any act default neglect or misconduct of that person firm or corporation nor for any loss occasioned by acting on the advice of that person firm or corporation (whether or not the advice referred to has been obtained by the Trustee).

10. Amendments

- (a) The provisions of this Deed and the Rules (including the provisions of this clause) may be amended altered modified or added to by deed entered into between the Trustee and the Principal Employer, with effect from a date specified in that deed or resolution which may be on before or after the date on which that deed is executed or the resolution is made, but provided always that if any of the Members presently entitled to benefits are adversely affected in relation to those benefits as a result, any such amendment, alteration, modification or addition may only be made with the written consent of at least three quarters of those Members unless:
- (i) the Actuary has certified in writing that the amendment will not materially reduce or adversely affect the value of the interest in the Fund of any Member or Dependant accrued with respect to Service prior to the date of the amendment; or
 - (ii) the Actuary has certified in writing that, to the extent to which the value of the interest in the Fund of any Member or Dependant is reduced or adversely affected, a benefit substantially equivalent or greater in value will be substituted for it; or
 - (iii) the Actuary has certified in writing first, that by the amendment the Employer will become committed to provide increased contributions or other payments for greater benefits; second, that to the extent that there will be any reduction in or adverse affect on the value of the interest of any Member in the Fund in relation to benefits payable in some circumstances, the greater benefits that will become payable in other circumstances at least offset in value any reduction or adverse affect; and third, that he recommends the amendment; or
 - (iv) the principal purpose of the amendment is to adjust the contributions of the Principal Employer and of any or all Members and the benefits payable to or in respect of any or all Members by the amount which the Principal Employer, after obtaining the advice of the Actuary, considers reasonable, where any Employer or Member is legally required to pay or considers it expedient to pay moneys to a fund or scheme established for the purpose of providing superannuation benefits having government support or recognition, whether in the Commonwealth of Australia or any State or Territory thereof or any other country, state or territory, or where any Member or Dependant derives or is likely to derive substantial benefits from the implementation or amendment of that fund or scheme.

- (b) Notwithstanding clause 10(a), the right or claim of a Member or beneficiary (in clauses 10(b), (c), (d) and (e), **beneficiary**) to accrued benefits, and the amount of those accrued benefits, must not be altered adversely to the beneficiary by amendment of the Deed or Rules or by any other act carried out, or consented to, by the Trustee, unless:
- (i) in the case of an alteration that does not relate to minimum benefits:
 - (A) subject to clause 10(c), written consent to the alteration has been given by:
 - (I) the beneficiary; and
 - (II) if the benefits are subject to a payment split, the non-member spouse; or
 - (B) the Commissioner has consented in writing to the alteration after the alteration has been approved by at least two-thirds of all of the beneficiaries of the fund who are affected by it, in accordance with the procedures specified in clause 10(d); or
 - (ii) the alteration is necessary for compliance with the Relevant Commonwealth Act (assuming that Act applied to the Fund); or
 - (iii) the alteration is expressly permitted by SIS (assuming that SIS applied to the Fund) or
 - (iv) the alteration:
 - (A) is solely for the purpose of rectifying a mistake which has resulted in a beneficiary's right or claim to accrued benefits, or the amount of the beneficiary's accrued benefits, being advantageously altered; and
 - (B) the Commissioner has approved the alteration; or
 - (v) the alteration:
 - (A) affects only the benefits of members in respect of whom assessments under section 15 of the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* have been made; and
 - (B) serves to enable the Trustee:
 - (I) to be reimbursed for an amount paid, or to be paid, under that Act and the *Superannuation Contributions Tax (Imposition) Act 1997*; or
 - (II) in relation to an amount paid before reimbursement occurs — to charge interest on the amount paid; or
 - (vi) the alteration is made:
 - (A) to give effect to a payment split; or

- (B) to satisfy regulation 14G of the *Family Law (Superannuation) Regulations 2001*; or
- (vii) the alteration enables the Trustee to be reimbursed for an amount paid, or to be paid, under section 24 of the Government Co-contribution Act.
- (c) A consent referred to in clause 10(b)(i)(A) is not effective for the purposes of this clause unless, before the consent is given:
 - (i) the Trustee has given to the beneficiary a notice that:
 - (A) informs the beneficiary that it is proposed that the beneficiary's right or claim to accrued benefits, or the amount of those benefits, be affected adversely; and
 - (B) explains the effect of the alteration on the beneficiary's rights or claims to accrued benefits and the amount of those benefits; and
 - (C) provides any other information that the Trustee reasonably believes a beneficiary would expect to be told about the proposed alteration; and
 - (ii) if the benefits are subject to a payment split, the Trustee has given a copy of the notice to the non-member spouse; and
 - (iii) the beneficiary, and the non-member spouse (if any), have been allowed adequate time to consider the proposed alteration and its effect on the beneficiary's rights or claims to accrued benefits and the amount of those benefits.
- (d) For the purposes of clause 10(b)(i)(A), the procedures to be followed in obtaining the approval of beneficiaries are as follows:
 - (i) the Trustee must send to each beneficiary who would be adversely affected by the alteration a notice that:
 - (A) informs the beneficiary that it is proposed that the beneficiary's right or claim to accrued benefits, or the amount of those benefits, be affected adversely; and
 - (B) explains the effect of the alteration on the beneficiary's rights or claims to accrued benefits and the amount of those benefits; and
 - (C) explains that the alteration requires:
 - (I) the approval of at least two-thirds of all of the beneficiaries of the fund who are affected by it, obtained by ballot in accordance with this subclause; and
 - (II) the consent of the Commissioner; and
 - (D) explains the manner in which the beneficiary can cast his or her vote in relation to the ballot; and

- (i) provides any other information that the Trustee reasonably believes a beneficiary would expect to be told about the proposed alteration;
 - (ii) the ballot must be conducted in a manner that ensures that each beneficiary is given not less than 21 days to consider the notice and the proposed alteration before voting.
- (e) An approval referred to in clause 10(b)(i)(A) is not effective for the purposes of this clause 10 unless, at least 21 days before the giving of that approval, the Trustee has given to each beneficiary who would be adversely affected by the alteration a notice that:
 - (i) informs the beneficiary that it is proposed that the beneficiary's right or claim to accrued benefits, or the amount of those benefits, be affected adversely; and
 - (ii) explains the effect of the alteration on the beneficiary's rights or claims to accrued benefits and the amount of those benefits and
 - (iii) provides any other information that the Trustee reasonably believes a beneficiary would expect to be told about the proposed alteration.
- (f) A word or expression used in clause 10(b), (c), (d) and (e) which is defined in SIS has the same meaning in that clause.
- (g) Section 35b of the *Trustee Act 1936* (SA) shall not apply to the Fund or this Deed.

11. Termination of the Fund

If the Principal Employer from any cause whatsoever ceases to carry on business, or an order is made or an effective resolution is passed for the winding up of the Principal Employer (unless the winding up is for the purpose of reconstruction or amalgamation and the new company then formed has the necessary power and agrees with the Trustee to take the place of the Principal Employer in the Fund) the Fund is to be dissolved, and all moneys and other assets of the Fund after payment of any expenses incurred by the Fund in the administration hereof are to be distributed by the Trustee after obtaining the advice of the Actuary in any manner which it considers equitable taking into account the provisions of this Deed and the Rules and any other circumstances which it considers relevant, and every Member or other person claiming through or under a Member, former Member, or deceased Member is to accept the benefits allotted to him by the Trustee in full discharge of all claims in respect of any rights or benefits under this Deed or the Rules or otherwise in connection with or arising out of the Fund, and all decisions of the Trustee in respect of any benefit are final and conclusive.

12. Cessation of Contributions

- (a) Notwithstanding anything contained in this Deed or in the Rules any the Principal Employer may at any time for any reason or without

assigning any reason terminate its contributions to the Fund by giving to the Trustee and to each of its Employees who are Members not less than 24 hours' notice in writing of its intention so to do. Upon the expiration of that notice all liability of the Principal Employer to contribute to the Fund ceases PROVIDED HOWEVER THAT the Principal Employer nevertheless is required to make its agreed contributions up to the date of expiration of the notice. As from the date of expiration of that notice:

- (i) no further Employee of the Principal Employer may become a Member; and
 - (ii) no further contributions may be made to the Fund by or in respect of any Member who is an Employee of the Principal Employer other than arrears (if any) of contributions due up to the said date.
- (b) As soon as possible after the receipt of a notice from an the Principal Employer pursuant to clause 12(a), the Trustee is to determine after obtaining the advice of the Fund Actuary a benefit in respect of each Member who is an Employee of the Principal Employer giving notice, or in the sole discretion of the Trustee certain former Members to the exclusion of others who were Employees of the Principal Employer, in lieu of any benefit which would or might otherwise have become payable to that Member pursuant to the provisions of this Deed and the Rules, and the benefit so determined shall be advised in writing to each such Member or former Member and becomes payable on his ceasing to be in the Service of the Principal Employer or on his death in Service and is to be paid in the manner provided in the Rules. The decisions of the Trustee in respect of any benefit are final and conclusive and each Member and any person claiming under him is to accept the benefit so determined in full discharge of all claims upon the Fund and have no further claims whatsoever in respect of any rights or benefits under this Deed or the Rules or otherwise in connection with or arising out of the Fund.

13. Forfeiture of entitlements

- (a) Subject to clause 13(b), no interest in the Fund shall be assignable at law or in equity either in whole or in part and (except as otherwise expressly provided in the Deed or the Rules) if any Member or beneficiary who may become entitled or is entitled to such interest does or causes or permits to be done any act or thing or if some event shall happen whereby all or any part of the Member's or beneficiary's interest in the Fund would whether by the Member's or beneficiary's own act or by operation of the law or otherwise become payable to or vested in any other person or persons, then such interest shall be forfeited and neither the Member nor beneficiary nor any person claiming under or in respect thereof shall have any further claim or right in respect of that interest.
- (b) Clause 13(a) shall not apply to cancel, forfeit, reduce, qualify or confer a discretion relating to the beneficial interest of a Member or

beneficiary in the Fund in the event that the Member or beneficiary becomes bankrupt, commits an act of bankruptcy or executes a deed of assignment or deed of arrangement under the *Bankruptcy Act 1966* or in any other event where the law prohibits such an application.

- (c) Subject to the Deed and the Rules, in the event of forfeiture under clause 13(a), the Trustee may pay or apply as the Trustee may see fit for the benefit of the Member or beneficiary concerned or the Dependants thereof (or any one or more of them to the exclusion of the other or others as the Trustee may determine) any sum or sums not exceeding altogether the amount which would have been payable to or in respect of that Member or beneficiary if such forfeiture had not occurred.
- (d) The Trustee may adjust the rights, benefits and interests of a Member or beneficiary (and of any person otherwise entitled to claim under or in respect of the Member or beneficiary) in such manner and to such extent as the Trustee may consider appropriate and equitable in effecting and taking account of any forfeiture under this clause PROVIDED THAT, if after a forfeiture occurs in respect of a Member or beneficiary in accordance with this clause, the Trustee is of the opinion that the event or circumstance giving rise to that forfeiture has ceased to affect that person or his or her property, by agreement with the Principal Employer the Trustee (after obtaining the advice of the Actuary and taking account of any benefit provided under clause 13(c)) may re-adjust the rights, benefits and interests of the Member or beneficiary (and of any person otherwise entitled to claim under or in respect thereof) so as to secure in respect thereof under the Deed or the Rules such benefits as the Trustee may consider appropriate, not exceeding the benefits which would have applied if such forfeiture had not occurred.

14. Principal Employer's lien

- (a) In every case the Principal Employer has a lien or charge upon the benefits payable under this Deed and the Rules for all moneys owing by the Member concerned to the Principal Employer, including any contributions of the Member paid in advance by the Employer on the Member's behalf and not recovered by the Employer by deduction from the Member's salary. In any case where the moneys are owing by the Member to the Fund the Principal Employer is to deduct those moneys on behalf of and pay those moneys to the Fund as the case may be.
- (b) The Principal Employer's lien or charge under clause 14(a) shall only apply to the extent permitted by the Relevant Commonwealth Act.

15. Dismissal from Service

- (a) If a Member is dismissed for fraud, dishonesty or misconduct or if the Employer is of the opinion that such dismissal was avoided or prevented by his resignation or death -
 - (i) the Employer has the right to terminate his benefit, and

- (ii) his contributions to this Fund, the 1965 Fund and to any Previous Plan are to be repayable to him (or should he have died, are to be paid in accordance with Rule 1.7 subject to the deduction of all costs or losses (including costs of any prosecution or civil proceedings) incurred by the Employer as the result of or incidental to or arising howsoever out of the fraud, dishonesty or misconduct and of any other moneys in respect of which the Principal Employer has a lien or charge under clause 14 of this Deed

PROVIDED THAT the Employer may in its absolute discretion direct the Trustee to pay all or part of his entitlement under the Fund which would otherwise have been forfeited pursuant to this clause 15(a).

- (b) The part of a Member's entitlement under the Fund forfeited pursuant to clause 15(a) but excluding the amount upon which the Principal Employer has a lien or charge pursuant to clause 14 is to be paid or credited to the Member's Employer.
- (c) An amount may only be paid or credited to the Employer under clause 15(b) to the extent permitted by the Relevant Commonwealth Act.

16. Powers of Employer not Affected

Nothing in this Deed or the Rules in any way restricts the rights of the Employer to terminate the employment of any Member. The benefit to which any Member or any other person may be or may claim to be entitled under the provisions of this Deed and the Rules is not to be used or alleged or claimed as damages or as grounds for increasing damages in any action or claim by him or by anyone claiming through him against the Employer in respect of the termination of a Member's employment.

17. Notices

Any notices to be given to the Trustee or the Employer may be left at the main office for the time being of the Trustee or the Employer (as the case may be) and in the case of notices to be given to any Member may be posted to or left at the address of that Member last known to the Trustee. Any notice given by post may be posted by prepaid ordinary mail and is to be deemed to have been given twenty-four hours after the time of posting.

18. Proper Law

The proper law of this Deed and the Rules is to be the law of the State of South Australia.

19. Restrictions on the application & forfeiture of benefits

Notwithstanding anything contained in clauses 13, 14 and 15 of this Deed, no amount shall be deducted from any benefit and no part of any benefit shall be forfeited under any of the provisions of those Clauses or under any other Clause of the Deed or under any of the Rules where, in the opinion of the Trustee, to do so would prejudice the granting or continuance of any

concession available to or in respect of the Fund under the Relevant Commonwealth Act or cause the Fund to be in breach of what the Trustee believes to be a relevant requirement under the Relevant Commonwealth Act.

20. Actuarial Investigations

- (a) The Trustee will appoint an Actuary to undertake an actuarial investigation of the Fund as at 30 June 2008 and at least every three (3) years thereafter ("Review Date").
- (b) An Actuary appointed by the Trustee to undertake an actuarial investigation of the Fund will within twelve (12) months of a Review Date prepare a report which contains:
 - (i) a statement of the value of the assets of the Fund at the Review Date;
 - (ii) a statement of the Actuary's opinion on whether, at the Review Date, the value of the assets of the Fund is adequate to meet the value of the liabilities of the Fund in respect to the accrued benefits of Members;
 - (iii) a recommendation of the rate at which the Principal Employer contributions should be made to the Fund in respect to the 3 year period immediately following the Review Date; and
 - (iv) an estimation of the costs to the Fund of the insurance benefits (other than those provided under Rule 1.12 of Schedule 1) provided under the Scheme in respect to the 3 year period immediately following the Review Date.

Schedule 1 - Rules governing membership, contributions & benefits

1.1 Admission of Members

- (a) Commencing 1 July 2008 the Trustee shall not allow any Employee who is not at that time a Member of the Fund, to become a Member of the Fund.
- (b) Any Spouse of a person who is both:
 - (i) a Member; and
 - (ii) an Employee,and who is nominated by that person in a notice in writing to the Trustee as a Spouse Member shall become a Spouse Member from the date the Trustee accepts that nomination.
- (c) The Trustee, before admitting any person as a Member or at any time while he is a Member, may require that person to be medically examined by a medical practitioner nominated by the Trustee and may require proof to its satisfaction of any statement made by the applicant in his application for admission.
- (d) Every person being or becoming a Member is deemed to have approved of and is bound by all the provisions of the Deed and the Rules as are in force from time to time.
- (e) The Trustee is to ensure that each person who becomes a Member is notified in writing of his rights and the rights of his Dependants to receive benefits from the Fund and of such other matters and in such form and at such times as may be necessary to satisfy any applicable requirement under the Relevant Commonwealth Act.

1.2 Classification of Members

- (a) Subject to paragraph (c), a Member, other than a Spouse Member or a Preserved Member, may apply to be classified by the Employer as either:
 - (i) a Contributory Member; or
 - (ii) a Non-Contributory Member.A Member cannot be classified as both a Contributory Member and a Non-Contributory Member.
- (b) Subject to paragraph (c) a Member, other than a Spouse Member, may apply to the Employer to change his or her membership classification. If the Employer approves a change to the membership classification, the Trustee will adjust any benefit which may become payable to the Member from the Fund in such manner as is approved by the Employer.
- (c) An Employee who is employed either:

- (i) on a temporary basis; or
- (ii) for less than twenty hours a week,

must be classified as a Non-Contributory Member, unless the Member and the Employer agree otherwise.

1.3 Cessation of membership

- (a) A person shall cease to be a Member:
 - (i) in the event of that person's death;
 - (ii) when all benefits to which that person could become entitled under the Deed and these Rules have been paid from the Fund or have otherwise ceased or been terminated as provided in the Deed and these Rules; or
 - (iii) when the Member's benefits under the Deed and these Rules are transferred to the Triple S Scheme pursuant to Clauses 2.12, 3.7, 4.7 or 5.2.

whichever first occurs.

- (b) Subject to such special terms and conditions, if any, as may be determined by the Principal Employer either generally or in any particular case, if a person who, having previously left the employ of the Employer, rejoins the employ of the Employer, then during and in respect of the period after the date he or she rejoins the employ of the Employer that person shall for all intents and purposes under the Deed and these Rules be treated as if he or she had never previously been in the employ of the Employer or a Member of the Fund PROVIDED THAT, if that person is already a Member of the Fund by reason of a deferred, preserved or other continuing benefit secured under the Deed and these Rules in respect of a previous period of membership of the Fund, then, subject to any contrary agreement between the Trustee, that person and the Principal Employer, that person's rights and interests in respect of any such continuing benefit, and the conditions upon which that benefit is secured, shall not be affected by the recommencement of employment.

1.4 Contributions

- (a) Unless otherwise provided by the Deed and these Rules or agreed between the Trustee, the Principal Employer and the Member concerned, no contributions shall be payable by or in respect of a Member after the Member leaves the Service.
- (b) The Trustee may, subject to the Relevant Commonwealth Act, accept:
 - (i) contributions other than in cash including, without limitation, contributions by way of voucher arising as a result of a superannuation guarantee shortfall; and

- (ii) contributions made to the Fund in respect of a Member who is eligible for such contributions under the Government Co-contribution Act and any other contributions (in addition to any contributions made by a Member or Employer under the Rules) that may be accepted by the Trustee in accordance with the Relevant Commonwealth Act, and any such contributions shall, subject to paragraph (iii), be applied by the Trustee in accordance with Rule 1.11 or in the case of a Spouse Member in accordance with Rule 4.3(c)(iii).
 - (iii) the Trustee may refuse to accept contributions made under paragraph (ii) or can refund to the person or government body any contributions accepted under paragraph (i) that it considers are not eligible to be accepted or it considers are inappropriate to accept and, notwithstanding anything to the contrary, the Trustee may make the appropriate adjustment to a Member's benefit where an amount in respect of the Member is so refunded.
- (c) Subject to the provisions of clauses 14 and 15 of the Deed no contributions paid to the Fund are to revert to or become the property of any Employer PROVIDED THAT if there are assets left in the Fund after all amounts payable from the Fund in accordance with the Deed and the Rules have been paid and there are no remaining Members, the Trustee is to pay or transfer these assets to the Principal Employer.

1.5 Contributions splitting

- (a) Notwithstanding any other provision of this Deed, but subject to the Relevant Commonwealth Act, the Trustee may (but is not bound to) accept a Contributions Splitting Application from a Member.
- (b) If the Trustee accepts a Contributions Splitting Application, the Trustee must:
 - (i) roll over, transfer or allot the amount, percentage or proportion specified in the Contributions Splitting Application for the benefit of the receiving spouse in accordance with the Contributions Splitting Application and Relevant Commonwealth Act; and
 - (ii) take such other steps (including debit or crediting a Member's Member Account) as may be necessary or expedient to give effect to the Contributions Splitting Application.
- (c) The Trustee must not accept, nor give effect to, a Contributions Splitting Application if, in the opinion of the Trustee, doing so would not be permitted by the Relevant Commonwealth Act.
- (d) Subject to The Relevant Commonwealth Act, a Contributions Splitting Application must be in such form, or contain such information, as the Trustee may from time to time accept.

(e) The Trustee may accept from any other Superannuation Fund any money or assets received by the trustee for the benefit of a receiving spouse who is a Member.

(f) In this Rule 1.5:

Contributions Splitting Application means an application by a Member to the Trustee, requesting the Trustee to roll over, transfer or allot an amount, percentage or proportion of the splittable contributions made by, for, or on behalf of that Member for the benefit of that Member's spouse.

receiving spouse, splittable contribution and **spouse** all have the same meaning as in the Relevant Commonwealth Act.

1.6 Transfers from and to other funds

(a) The Trustee may from time to time arrange with any Member to accept a transfer of that Member's interest in an Approved Benefit Arrangement. The value of the interest so taken over and any insurance policy included in such interest is to be determined by the Trustee which determination is final and conclusive. The Trustee after obtaining the advice of the Actuary is to provide that Member with rights to extra benefits which in the circumstances the Trustee deems fair.

(b) The Trustee in its discretion at the written request of a Member, and subject to the conditions which the Trustee determines, may transfer the amount of that Member's interest in the Fund, or the proportion of it which the Trustee thinks fair in the circumstances, to the account of that Member with an Approved Benefit Arrangement, and may make any arrangements which it sees fit to effect the transfer. The receipt issued by the trustee of the Approved Benefit Arrangement is to be sufficient discharge to the Trustee and the Trustee is not in any way responsible to the Member for the payment or disposal by the trustee of that Approved Benefit Arrangement of the amount paid or transferred.

(c) Notwithstanding anything herein contained to the contrary no transfer shall be made to or from the Fund under the provisions of paragraph (a) or (b) of this Rule which would in the opinion of the Trustee prejudice the granting or continuance of concessions available to or in respect of the Fund under the Relevant Commonwealth Act or cause the Fund to be in breach of what the Trustee believes to be a relevant requirement under the Relevant Commonwealth Act.

1.7 Payment of benefits

(a) Notwithstanding anything expressed or implied to the contrary in these Rules, a person is not to be entitled to any benefit from the Fund unless and until he makes demand by written notice delivered to the

Trustee within two years after the date on which that person first becomes eligible to make that demand.

- (b) Nevertheless, even if that demand has not been made, the Trustee may at any time (but without being in any way obliged so to do) pay the relevant benefit or any part thereof to the person who would be entitled to it if that demand had been made.
- (c) Any benefits payable pursuant to these Rules on or after the death of a Member shall be paid, at the discretion of the Trustee,;
 - (i) to a beneficiary nominated by the deceased Member where such a nomination has been lodged with the Trustee and provided the nominated person is a dependant;
 - (ii) to or for the benefit the deceased Member's Spouse, if:
 - (A) the deceased Member is survived by a Spouse; and
 - (B) the deceased Member's Spouse has not received a Family Law Split; or
 - (iii) to the deceased Member's legal personal representative if:
 - (A) the deceased Member is not survived by a Spouse; or
 - (B) the deceased Member is survived by a Spouse and that Spouse has previously received a Family Law Split affecting that deceased Member's interest in the Fund.
- (d) If the Trustee after reasonable enquiry has not located any Dependand or legal personal representative, and the Relevant Commonwealth Act allows, the Trustee may pay the benefit which would have otherwise been payable on the Member's death to any relative or relatives of the deceased Member or to any individual as the Trustee may determine.
- (e) If any Member to whom any payment under these Rules is about to be made is under any legal, physical, mental or other disability of any kind, or is in the opinion of the Trustee unable properly and competently to manage his financial affairs, the Trustee may in its discretion make such payment for that person's benefit to anyone appearing to the Trustee to be the Spouse, parent, Child, guardian, trustee or representative of the person concerned or to anyone appearing to the Trustee to have the care and custody of that person for the time being. The Trustee may exercise its discretion without being bound or concerned to see to the subsequent application of the money so paid and whether or not there is any other money available for the benefit of the person concerned and whether or not there is anyone bound by law to provide for the person concerned. The receipt of the person so paid is to be a good discharge to the Trustee.

1/07/2006 Variation 1

1.8 Postponement of benefit payment

If any Member ceases to be in the employ of the Employer in circumstances in which it is reasonable to expect that such cessation will only be of a temporary nature and that he will rejoin the employ of the Employer, the Trustee after obtaining the advice of the Actuary has the right (with the consent of the

Member concerned) to continue his membership of the Fund subject to the conditions agreed upon by the Trustee and the Member concerned.

1.9 Proofs

- (a) Any person appearing purporting or claiming to be qualified or entitled to any benefit under the Fund is to produce on request to the Trustee any evidence, perform any acts, and execute any documents as the Trustee may require.
- (b) Whenever it is necessary for the Trustee to decide questions of fact it may act upon the proofs or presumptions which it may deem satisfactory whether they are strictly legal proofs or legal presumptions or not.

1.10 Insurance offsets

1/07/2006 Variation 1

- (a) If pursuant to the Trust Deed and Rules the Trustee establishes or arranges insurance or effects insurance with a commercial insurer in respect of all or any part of the benefit which might become payable in respect of a Member and:
 - (i) where the Trustee or insurer (where the insurance is provided through a commercial insurer) refuses to provide or increase insurance in respect of a Member at standard premium rates due to a Member's standard of health or medical condition; or
 - (ii) the Trustee or insurer (where the insurance is provided by a commercial insurer) for any reason whatever fails to provide increase or maintain or reduces terminates or withholds insurance or does not admit or defers the whole or part of a claim;

the benefit or benefits in respect of which insurance was sought or effected shall unless otherwise determined by the Principal Employer be adjusted in the manner and to the extent determined by the Trustee (after consulting the Administrator) to be necessary to take account of the extent to which insurance is not obtained increased or maintained or is reduced terminated or withheld or such a claim is deferred or not admitted and such adjusted benefit or benefits shall be in lieu of and in full satisfaction of the benefit or benefits which would or might have otherwise been or become payable.

- (b) In the case of any Member who joined the Fund prior to the 27th day of May 1986, the benefit (if any) payable to or in respect of the Member pursuant to this Rule shall not by virtue of paragraph (a) of this Rule be reduced below the value of the Member's interest in the Fund accrued with respect to Service prior to that date.

1.11 Benefits for additional voluntary contributions

Upon a Member ceasing to be in the Service of the Employer for any reason (including Total and Permanent Disablement) or upon the death of a Member while in the Service of the Employer there shall be payable from the Fund to or in respect of the Member in addition to the benefits otherwise payable pursuant to the Deed a lump sum benefit equal to the amount (if any) of the contributions paid by the Member to the Fund pursuant to Rule 2.1(f) or Rule 3.1(b) and any contributions accepted in respect of a Member (other than a Spouse Member) pursuant to Rule 1.4(b)(ii) (and not refunded by the Trustee under Rule 1.4(b)(iii)) together with Earnings on those contributions from the date on which those contributions are made to the date on which the Member ceases to be in the Service of the Employer PROVIDED THAT the benefit provided for and in respect of the Member pursuant to this Rule 1.11 shall be reduced to the extent (if any) that any part of that benefit is included in any other benefit payable pursuant to the Deed.

1.12 Voluntary insurance

- 1/07/2006 Variation 1
- (a) Upon joining the Fund or on any subsequent Review Date or at such other times as the Trustee approves a Member, other than a Spouse Member or a Preserved Member, may, with the consent of the Trustee, secure benefits in addition to those payable upon the Member's death or Total and Permanent Disablement under an insurance arrangement established or arranged by the Trustee for additional insurance cover secured in respect of the member
 - (b) Members may apply for and hold up to 4 units of insurance under the arrangement on such terms and conditions as are approved by the Trustee. The value of each unit of Death and total and Permanent Disablement insurance being as provided in Schedule 8.
 - (c) Notwithstanding clause 1.10 (a) the cost of each unit of Death and Total and Permanent Disablement insurance shall be determined by the Trustee on the advice of an actuary appointed by the Trustee, subject to the cost of each unit applying as from the Changeover Date being the cost of a unit of insurance applicable on the day immediately before the Changeover Date. The cost of each unit of Death and Total and Permanent Disablement insurance provided under this Rule shall be reviewed by the actuary as at 30 June 2008, and at least every three years after that date.
 - (d) The cost of any additional benefits secured in respect of a Member pursuant to paragraph (a) shall be deducted from:
 - (i) in the case of a Contributory Member, the Member's Additional Employer Contribution Account; and
 - (ii) in the case of a Non-Contributory Member, the Member's Company Account,

and to the extent that there are insufficient amounts in these accounts the Trustee shall otherwise adjust the Member's benefits to take account of the cost of the additional benefits secured.

- (e) Any additional benefits secured in respect of a Member pursuant to paragraph (a) shall be payable in addition to any other amount payable on the death or Total and Permanent Disablement of the Member under any other provision of the Deed or the Rules.

1.13 SG Minimum Benefit

Notwithstanding anything expressed or implied to the contrary in these Rules, the benefit payable to or in respect of a Member when taken into account with any other benefit provided for or in respect of the Member from any other superannuation fund to which the Employer contributes in respect of the Member shall not be less than the benefit determined by the Principal Employer and advised to the Trustee as being sufficient to satisfy the provisions of the *Superannuation Guarantee (Administration) Act 1992* PROVIDED THAT before giving effect to a determination by the Principal Employer or in the course of doing so the Trustee may require an undertaking from an Employer that it shall contribute to the Fund such additional amounts or rates of contribution and at such times as the Trustee shall determine after obtaining the advice of the Actuary.

1.14 Augmentation of benefits

- (a) The Trustee, with the approval of the Principal Employer, may pay a benefit to a Member which is greater than would otherwise be paid to the Member under the provisions of this Deed. The Trustee shall not make a payment pursuant to this Rule, if and to the extent that, in the opinion of the Trustee (after obtaining the advice of the Actuary) it would cause the Fund to be in an unsatisfactory financial condition or technically insolvent, as defined in the Relevant Commonwealth Act.
- (b) The Principal Employer may direct the Trustee to pay a benefit to a Member which is greater than would otherwise be paid to the Member under the provisions of this Deed on such terms and conditions as it shall determine. The Principal Employer may rescind or vary such a direction.
- (c) If a direction under paragraph (b) of this Rule is not permitted by the Relevant Commonwealth Act, the Trustee shall only make a payment in accordance with the direction if it also consents to such payment being made.

- (d) If and to the extent that, in the opinion of the Trustee (after obtaining the advice of the Actuary), to act on a direction under paragraph (b) of this Rule would cause a deficiency in the Fund, before acting on such a direction or in the course of doing so the Trustee may require an undertaking from an Employer that it shall contribute to the Fund such additional amounts or rates of contribution and at such times as the Trustee shall determine after obtaining the advice of the Actuary. If any undertaking required by the Trustee as aforesaid is not given or, having been given, is not fulfilled to the satisfaction of the Trustee, the Trustee may refuse to pay or provide (or to continue to pay or provide) the greater benefit to which the undertaking relates.

1.15 Final Average Salary

Except in relation to an Excluded Member, if:

- (a) anything in this Deed operates to prevent the Trustee from calculating a Member's Final Average Salary by using a Salary prescribed under paragraph (b)(ii)(B) of the definition of "Final Average Salary" in clause 1 of this Deed because the Salary so prescribed ("**Prescribed Salary**") represents a reduction in the Member's Salary; or
- (b) a Member is classified as a special Employee at the time he or she leaves Service but was previously classified under other Employment Classifications and the amount of the Member's benefit will be smaller than the benefit the Member would have received if the Member's Employment Classification had not changed to a special Employee,

then the following provisions will apply:

- (c) the Trustee may agree with the Member to augment the Member's benefit to the extent necessary to ensure that:
 - (i) where Rule 1.15(a) applies, the benefit that would otherwise result from using the Prescribed Salary will not be less than the benefit the Member would have received if:
 - (A) there had been no reduction in the Member's Salary; and
 - (B) the Adjustment Factor used to calculate the Member's benefit is the Adjustment Factor that would have applied if the Member remained classified as a special Employee at the date the Member left Service,but the Trustee may only agree to augment the Member's benefit in these circumstances in order to obtain the Member's agreement to the Trustee's use of the Prescribed Salary; or
 - (ii) where Rule 1.15(b) applies, the benefit will not be less than the benefit the Member would have received if the Member's Employment Classification had not changed to a special Employee; and

- (d) any agreement that the Trustee makes to augment the Member's benefit in accordance with Rule 1.15(c) shall be deemed to be made pursuant to a direction by the Principal Employer under Rule 1.14(b); and
- (e) the Member's Employer will be liable to contribute to the Fund such additional amounts or rates of contribution and at such times as the Trustee shall determine after obtaining the advice of the Fund Actuary.

1.16 Early release of benefits

- (a) The Trustee may, subject to any conditions that the Trustee may consider appropriate, pay all or part of the amount to which a Member would have been entitled if that Member left Service on the date of payment, even though the Member remains in Service, if:
 - (i) the Relevant Commonwealth Act permits; and
 - (ii) payment does not have the effect of increasing an Employer's financial commitment to the Fund.
- (b) Any benefit payable from the Fund must be adjusted to take account of any earlier payment under paragraph (a).

1.17 Pension option

- (a) A Contributory Member about to receive a cash sum benefit pursuant to Rule 2.3, 2.4 or 2.5 may, with the approval of the Trustee, exchange part or all of his benefit for:
 - (i) a standard pension in which case:
 - (A) the pension is paid to him in monthly instalments;
 - (B) the first monthly instalment is payable on the first day of the calendar month next following the Member's retirement from the Service;
 - (C) the final instalment is payable on the later of:
 - (I) the date on which the sixtieth pension instalment is payable, or
 - (II) the first day of the month in which the death of the Member occurs; and
 - (D) each monthly instalment is determined in accordance with Table 3 of Schedule 6 or such replacement table as is adopted from time to time by the Trustee after taking the advice of the Actuary; or
 - (ii) an optional pension in which case:
 - (A) the Member may elect a pension payable in any form approved by the Trustee including but not limited to:
 - (I) a pension payable for the lifetime of the Member and ceasing upon his death; or

- (II) a pension payable for the lifetime of the Member and ceasing upon his death or after ten years if later; or
 - (III) a pension payable throughout the joint lifetime of the Member and his spouse reducing to 66 2/3% of the initial amount following the death of the Member or his spouse whichever occurs first and continuing for the lifetime of the survivor; and
 - (B) the amount of the optional pension is to be determined by the Fund Actuary on a basis consistent with that used to calculate the amount of the standard pension under sub-paragraph (i) above.
- (b) A person about to receive a lump sum benefit pursuant to Rules 2.6, 2.7, 2.8, 2.9 or 3.6 may, with the approval of the Trustee, exchange part or all of that lump sum benefit for a pension. The mode of payment and form of the pension is to be determined by mutual agreement between the Trustee and that person and the amount of the pension is to be fixed by the Trustee upon the recommendation of the Actuary.

Schedule 2 - Rules governing Contributory Membership

2.1 Member contributions

- (a) Each Contributory Member is to contribute 5% of his Salary, adjusted, as applicable, by the Salary Adjustment Factor, except that a Contributory Member is not required to contribute in the following circumstances:
 - (i) if he is over age 60, or, if he is one of the Members listed in Table 1 of Schedule 6, if he is over age 65;
 - (ii) while he is entitled to a monthly disability income benefit pursuant to Rule 2.7.
- (b) In the circumstances where a Contributory Member is absent from work or for any other special reason approved by the Trustee that Member may be permitted by the Trustee to cease making contributions or to pay reduced contributions for the length of time which the Trustee determines.
- (c) Where a Contributory Member has been permitted pursuant to paragraph (b) to cease making contributions or to pay reduced contributions that Member may thereafter be permitted by the Trustee to make such additional contributions as determined by the Trustee for the purpose of making up all or part of the loss to the Fund (including interest) resulting from the non-payment of contributions or the payment of reduced contributions. In the event that the loss to the Fund is not made up, benefits payable to the Member and his Dependants are to be reduced appropriately as calculated by the Trustee on the recommendation of the Actuary.
- (d) The Employer may agree with the Trustee to:
 - (i) release a Member from making contributions to the Fund; and
 - (ii) attach conditions to that release.
- (e) The Trustee must adjust the benefit payable in respect of a Member who is released from making contributions under paragraph (d) unless:
 - (i) those contributions are deemed by the Trustee to have been made to the Fund by the Member for any purpose under the Deed and the Rules; and
 - (ii) an Employer pays any additional contributions which the Actuary advises are necessary to ensure the financial stability of the Fund is not affected by the Trustee deeming contributions to have been made (including an amount representing tax payable on contributions paid by the Employer).

- (f) With the approval of the Principal Employer and the Trustee and subject to such conditions as the Principal Employer or the Trustee may impose, a Contributory Member may contribute to the Fund (by deduction from Salary or in any other manner approved by the Trustee and the Principal Employer) additional voluntary contributions and such contributions shall be applied in accordance with Rule 1.11.

2.2 Employer contributions

- (a) The Trustee must cause the Actuary to value the Fund as at 30 June 2008, and at intervals of not more than three years thereafter, and the Actuary is to recommend to the Trustee the amounts or rates of contributions required to be contributed by the Employer to ensure the stability of the Fund and to secure the rights of Contributory Members.
- (b) Each Employer, unless otherwise agreed between itself and the Trustee, is to contribute to the Fund in respect of its Employees who are Contributory Members the amounts or rates of contributions recommended by the Actuary in accordance with paragraph (a).
- (c) Each Employer may contribute amounts in respect of one or more Contributory Members in addition to those amounts which it is required to contribute under paragraph (b).

2.3 Normal Retirement

Upon the retirement of a Contributory Member from the Service on his Normal Retirement Date the Trustee is to pay him from the Fund a lump sum (or a pension of equivalent value in accordance with Rule 1.17) equal to:

- (a) In the case of a Member who was not a member of the 1965 Fund prior to 1 January 1982, the amount calculated by the formula:

$$\mathbf{BM \times FAS \times AF}$$

where

BM means 15.5% for each year of Service as a Contributory Member until his Normal Retirement Date plus 2% for each year of Service as a Contributory Member after his 55th birthday until his Normal Retirement Date.

FAS is the Member's Final Average Salary.

AF is the Member's Adjustment Factor at the Normal Retirement Date.

- (b) In the case of a Member who was a Member of the 1965 Fund prior to 1 January 1982 and whose Normal Retirement Date is his 60th birthday, the amount calculated by the formula:

$$\mathbf{BM \times FAS \times AF}$$

where

BM means 15.5% for each year of Service as a Contributory Member up to his 40th birthday, 13% for each year of Service as a Contributory Member after his 40th birthday and up to his 55th birthday and 12.5% for each year of Service as a Contributory Member after his 55th birthday and up to his 65th birthday, calculated as if the Member had continued in the Service up to his 65th birthday, but subject to a maximum of 44 years of Service.

FAS is the Member's Final Average Salary.

AF is the Member's Adjustment Factor at the Normal Retirement Date.

- (c) In the case of a Member whose Normal Retirement Date is his 65th birthday (as listed in Table 1 of Schedule 6) the amount calculated by the formula:

BM x FAS x AF

where

BM means the factor shown opposite his name in Table 1 of Schedule 6.

FAS is the Member's Final Average Salary.

AF is the Member's Adjustment Factor at the Normal Retirement Date.

- (d) For the purpose of the Rule the years of Service as a Contributory Member are expressed in years and complete months (each month counting for one twelfth of one year) and include Service while a member (other than a provisional member) of the 1965 Fund and of any Previous Plan.
- (e) Notwithstanding the provisions of this Rule, the amount of any benefit payable to a Member, who at any time while a Member of the Fund substantially changed the number of hours he worked regularly each week, shall be determined by the Trustee acting on the advice of the Actuary.
- (f) Notwithstanding the foregoing provisions of this Rule, if the amount of any benefit payable to a Member pursuant to the foregoing provisions of this Rule is less than the amount of any benefit which would have been payable had Rule 2.9(a) applied to the Member's retirement from the Service, the amount of any benefit payable under this Rule shall be calculated pursuant to Rule 2.9(a).

2.4 Early retirement

If a Contributory Member retires from the Service within ten years of his Normal Retirement Date, the Trustee is to pay him from the Fund a lump sum (or a pension of equivalent value in accordance with Rule 1.17) calculated by application of the following formula:

- (a) In the case of a Contributory Member whose Normal Retirement Date is age 60:

$$\text{ERB} = (.125 \times n + (\text{BM} - .125 \times n) \times t / \text{N}) \times \text{FAS} \times \text{AF}$$

where:

ERB is the Early Retirement Benefit so calculated;

n is the number of years and complete months of Service (each month counting as one twelfth of one year) as a Member of the 1965 Fund and any Previous Plan prior to 1 January 1982 excluding Service as a provisional member of the 1965 Fund or any Previous Plan;

BM has the meaning assigned to that term in Rule 2.3 paragraph (a), (b) or (c) as applicable;

t is the number of years and complete months (each month counting as one twelfth of one year) of Service as a Member of the 1965 Fund and the Fund since the later of 1st January 1982 and his Date of Admission excluding Service as a "Provisional Member" pursuant to any former provisions of the Deed and Rules and Service as a provisional member of the 1965 Fund PROVIDED THAT if the Member became a Member of the 1965 Fund or any Previous Plan prior to 1 January 1974 the Trustee may in its absolute discretion elect to increase this number of years to include the period between the Member's actual date of leaving the Service and his Normal Retirement Date;

N is the number of years and complete months (each month counting as one twelfth of one year) of Service as a Member of the 1965 Fund and the Fund between the later of 1 January 1982 and his Date of Admission excluding Service as a "Provisional Member" pursuant to any former provisions of the Deed and Rules and Service as a provisional member of the 1965 Fund and the Member's Normal Retirement Date if the Member had remained in the Service until his Normal Retirement Date; and

FAS is the Member's Final Average Salary;

AF is the Member's Adjustment Factor at the date of retirement.

- (b) In the case of a Contributory Member whose Normal Retirement Date is age 65:

$$\text{ERB} = (.15 \times n1 + .155 \times n2 + .13 \times n3 + .125 \times n4) \times \text{S} \times \text{F} \times \text{AF}$$

where:

ERB is the Early Retirement Benefit so calculated;

n1 is the number of years and complete months of Service (each month counting as one twelfth of one year) as a Member of the 1965 Fund and of any Previous Plan prior to 3 November 1975 excluding Service as a provisional member of the 1965 Fund or any Previous Plan;

- n2** is the number of years and complete months of Service (each month counting as one twelfth of one year) as a Member of the 1965 Fund and the Fund after 2 November 1975 and up to the Member's 40th birthday excluding Service as a provisional Member of the 1965 Fund;
 - n3** is the number of years and complete months of Service (each month counting as one twelfth of one year) as a Member of the 1965 Fund and the Fund after the Member's 40th birthday and up to the Member's 55th birthday excluding Service as a provisional Member of the 1965 Fund; and
 - n4** is the number of years and complete months of Service (each month counting as one twelfth of one year) as a Member of the 1965 Fund and the Fund after the Member's 55th birthday PROVIDED THAT if the Member became a Member of the 1965 Fund prior to 1 January 1974, the Trustee may in its absolute discretion elect to increase this number of years to include the period between the actual date of leaving the Service and his Normal Retirement Date.
 - S** is the Member's Final Average Salary calculated as if the Member had remained in the Service until his Normal Retirement Date and the Member's Salary had remained unaltered until that date; and
 - F** is the factor obtained from Table 2 of Schedule 6;
 - AF** is the Adjustment Factor at the date of retirement.
- (c) Notwithstanding the provisions of this Rule, the amount of any benefit payable to a Member, who at any time while a Member of the Fund substantially changed the number of hours he worked regularly each week, shall be determined by the Trustee acting on the advice of the Actuary.
- (d) Notwithstanding the foregoing provisions of this Rule, if the amount of any benefit payable to a Member pursuant to the foregoing provisions of this Rule is less than the amount of any benefit which would have been payable had Rule 2.9(a) applied to the Member's retirement from the Service, the amount of any benefit payable under this Rule shall be calculated pursuant to Rule 2.9(a).

2.5 Late retirement

- (a) Where a Contributory Member remains in Service after the Member's Normal Retirement Date the Member may either:
- (i) remain a Member of the Fund; or
 - (ii) apply to become a member of the Triple S Scheme by applying to the Trustee to transfer the benefit that the Contributory Member would have been entitled to pursuant to Rule 2.3 had the Contributory Member retired on his or her Normal Retirement Date (subject to the necessary adjustments in accordance with the definition of Final Average Salary and also

to paragraph (b) of this Rule), to an account in the name of the Contributory Member in the Triple S Scheme.

- (b) Where a Contributory Member applies to become a member of the Triple S Scheme, the following paragraphs apply:
- (i) Where a Contributory Member applies to become a member of the Triple S Scheme and the Contributory Member's Normal Retirement Date preceded 1 January 2008, the amount to be transferred to an account in the name of the Contributory Member in the Triple S Scheme will be the greater of:
 - (A) the benefit that would have been payable pursuant to paragraph (a)(ii) of this Rule; and
 - (B) the benefit that would have been payable as at 1 January 2008 determined by applying to the entitlement that would have been payable had the Contributory Member retired on his or her Normal Retirement Date, the investment earnings of the fund for the period between the Contributory Member's Normal Retirement Date and the 31 December 2007 inclusive.
 - (ii) Upon receiving an application under paragraph (a)(ii) of this Rule, the Trustee will, as soon as reasonably practicable after receiving the application, transfer the benefit to a Triple S Account in the Member's name.
 - (iii) Where a Contributory Member makes an application under paragraph (a)(ii) of this Rule the Contributory Member will cease to be a Member of the Fund for the purposes of the Deed and the Rules at the date on which their benefit is transferred to an account in the Triple S Scheme.
- (c) Where a Contributory Member does not apply to become a member of the Triple S Scheme the following rules apply:
- (i) On the date of the Contributory Member's actual retirement the Trustee must pay to the Contributory Member the benefit that the Contributory Member would have been entitled to pursuant to Rule 2.3 had the Contributory Member retired on his or her Normal Retirement Date (subject to the necessary adjustments in accordance with the definition of Final Average Salary and also to paragraph (c)(ii) of this Rule).
 - (ii) Where a Contributory Member's Normal Retirement Date preceded 1 January 2008, and the Contributory Member remains in service after that date, the amount which the Trustee must pay to the Contributory Member upon the Contributory Member's actual retirement will be the greater of:
 - (A) the benefit that would have been payable pursuant to paragraph (c)(i) of this Rule; and

- (B) the benefit that would have been payable as at 1 January 2008 determined by applying to the entitlement that would have been payable had the Contributory Member retired on his or her Normal Retirement Date, the investment earnings of the Fund for the period between the Contributory Member's Normal Retirement Date and 31 December 2007 inclusive.

2.6 Death

- (a) Subject to the limitations mentioned in paragraph (b) of this Rule, upon the death of a Contributory Member while in the Service before his Normal Retirement Date the Trustee is to pay from the Fund in accordance with Rule 1.7(c) a lump sum equal to the benefit which would have been payable to him pursuant to Rule 2.3 had he continued in the Service until his Normal Retirement Date and retired at that date and had his Salary, and the classification for the purpose of the Adjustment Factor assigned to the Member by his Employer, at the date of his death remained unaltered.
- (b) Upon the death of a Contributory Member who continues in the Service after his Normal Retirement Date and dies whilst still in the Service the Trustee is to pay from the Fund in accordance with Rule 1.7(c) the lump sum which would have been payable pursuant to Rule 2.5 if that Member had retired on the date of his death.

2.7 Disablement

- (a) If a Contributory Member becomes Totally and Permanently Disabled while in the Service and leaves the Service by reason of such disablement, then the Trustee shall pay to the Member from the Fund the amount which would have been payable under Rule 2.6 had he died on the date he became Totally and Permanently Disabled.
- (b) If a Contributory Member becomes Temporarily Totally Disabled while in the Service before his Normal Retirement Date, then the Trustee shall pay to the Member from the Fund an income benefit in accordance with sub-rules (c), (d) and (e) of this Rule, payable in fortnightly instalments.
- (c) The first instalment of the income benefit payable under this Rule shall be payable on such day (as specified by the Trustee) of the first fortnight coincident with or next following the date as at which the Relevant Person (for the purposes of the definition of Temporary Total Disablement) determines the Member has satisfied all of the requirements of the definition of Temporary Total Disablement. Subsequent instalments of the income benefit are payable fortnightly and the last instalment of the income benefit shall be payable on such day (as specified by the Trustee) of the fortnight in which falls the first to occur of the following dates:

- (i) the date as at which the Member ceases to be Temporarily Totally Disabled (as determined by the Relevant Person);
 - (ii) the date of his death;
 - (iii) the Member's Normal Retirement Date;
 - (iv) the date on which a benefit becomes payable to him under paragraph (a) of this Rule; or
 - (v) the date as at which the Member has been Temporarily Totally Disabled for a continuous period of 24 months or such other period of 24 months calculated on the basis provided for in any insurance effected with an insurer in respect of all or part of the benefit payable under this Rule 2.7.
- (d) If a Member engages in or performs any occupation or work for reward after the date on which he is declared to be Temporarily Totally Disabled, the Trustee may (and shall if so directed by his Employer or the Principal Employer) -
- (i) reduce the amount of the instalment of the income benefit by such amount as it sees fit; or
 - (ii) notwithstanding any earlier determination in respect of the Member under sub-paragraph (i), determine that the Member shall not or shall cease to be considered to be Temporarily Totally Disabled.
- (e) The annual amount of the income benefit payable to a Member under this Rule will be paid in fortnightly instalments 75% of the Member's annual rate of Salary at the date on which the Member is declared to be Temporarily Totally Disabled, adjusted, if applicable, by the Salary Adjustment Factor and reduced (in any case) by any income received pursuant to any statutory provision and company arrangement for compensation.
- (f) While a Contributory Member is entitled to receive an instalment of the income benefit pursuant to this Rule 2.7, he is deemed to remain in Service for the purpose of the Fund and his contributions are deemed to continue regardless of whether he ceases or continues to be in the employ of the Employer or is temporarily absent from the employ of the Employer.

2.8 Retrenchment or reorganisation

If in the opinion of the Employer a Contributory Member is leaving the Service as a result of retrenchment or reorganisation the Trustee is to pay him a lump sum equal to:

- (a) In the case of a Contributory Member whose name is included in the list in Table 1 of Schedule 6 the amount calculated in accordance with paragraph (b) of Rule 2.4; or

- (b) In the case of any other Contributory Member the amount calculated by the Actuary as being the Member's equitable share of the Fund.

2.9 Leaving the Service

- (a) Upon the retirement from the Service of a Contributory Member in circumstances other than those provided for in Rules 2.3, 2.4, 2.5, 2.6, 2.7 or 2.8, the Trustee is to pay to the Member from the Fund a lump sum equal to the sum of:
 - (i) an amount equal to:
 - (A) all contributions made by the Member to the 1965 Fund and to any Previous Plan prior to 1 January 1982 together with compound interest at the rate of 5% per annum, (compounding at each 1 July), from 1 January 1982 up to 1 October 1986 and at the rate of 9.75% per annum from 1 October 1986 up to 1 July 1987; plus
 - (B) all contributions made by the Member to the Fund and the 1965 Fund between the later of 1 January 1982 and his Date of Admission and 1 October 1986 together with compound interest at the rate of 5% per annum, (compounding at each 1 July), up to 1 October 1986 and at the rate of 9.75% per annum from 1 October 1986 up to 1 July 1987; plus
 - (C) all contributions made by the Member to the Fund between 1 October 1986 and 1 July 1987 together with compound interest at the rate of 9.75% per annum from 1 October 1986 up to 1 July 1987; plus
 - (D) all contributions made by the Member to the Fund on and after 1 July 1987 pursuant to paragraph (a) of Rule 2.1;
together with Earnings from the later of 1 July 1987 and the date on which the contributions were received to the date of retirement; and
 - (ii) an amount equal to the amount calculated in accordance with sub-paragraph (i) above.
- (b) Notwithstanding that which is contained in paragraph (a) to this Rule, the Employer in its absolute discretion may direct the Trustee to increase the benefit under this Rule to an amount not exceeding the Member's equitable share of the Fund as calculated by the Actuary.
- (c) If, in the opinion of the Trustee, the retirement from the Service of a Contributory Member occurs as a result of Serious Ill Health, the Trustee shall increase the benefit payable under this Rule to an amount calculated as the greater of:
 - (i) the sum of:

- (A) the amount calculated under Rule 2.4(a), (b) or (c) as if the Member had retired from the Service and been entitled to an Early Retirement Benefit calculated under that Rule; and
- (B) 5% of the Member's Salary, adjusted, if applicable, by the Salary Adjustment Factor, for each year and complete month of prospective Service as a Contributory Member to the Member's Normal Retirement Date (with each month counting as one twelfth of one year); and
- (ii) three times the Member's Salary at the date of leaving Service, adjusted, if applicable, by the Salary Adjustment Factor;

PROVIDED THAT in respect of a Member who becomes a Member on or after the Amendment Date the benefit payable under this Rule 2.9(c) shall not be greater than the amount calculated under Rule 2.7(a) in respect of the Member as if the Member had left Service by reason of Total and Permanent Disablement.

2.10 Bonus Account

- (a) The Trustee shall establish and maintain a Bonus Account in respect of every Contributory Member who was a Member as at the Bonus Date and in respect of such other Contributory Members for whom the Trustee considers it is appropriate to create such an account.
- (b) The following amounts shall be credited to the Bonus Account:
 - (i) an amount determined by the Trustee on the advice of the Actuary pursuant to sub-rule (c) of this Rule 2.10;
 - (ii) any other amount which the Trustee and the Principal Employer agree is appropriate to credit to this Account,

and the following amounts must be debited to a Member's Bonus Account:

 - (iii) any amount which the Trustee determines to debit to this Account because of a transfer out of the Fund;
 - (iv) the portion of any benefit paid from this Account under this Deed; and
 - (v) any other amount which the Trustee considers is appropriate and equitable to debit to this Account,

and Earnings must be allocated to the Bonus Account.
- (c)
 - (i) The Trustee shall determine an amount to be credited to each Member's Bonus Account in accordance with paragraph (ii) of this sub-rule (c).
 - (ii) The amount to be credited to a Member's Bonus Account shall be determined as at the Bonus Date as the Member's

Proportion of one million dollars, where for the purpose of this sub-rule:

- (A) **Member's Proportion** in respect of a Member means the percentage which the Member's Accrued Amount as at the Bonus Date bears to the total of all Members' Accrued Amounts as at the Bonus Date and in respect of a Member who was not a Member on the Bonus Date the Member's Proportion is nil;
- (B) **Accrued Amount** in respect of a Member means the greater of sub-paragraphs (1) and (2):
 - (I) (1) an amount calculated as if the Member qualified as at the Bonus Date for an early retirement benefit under Rule 2.4 discounted by 1.65% per annum compound (pro-rated for complete days) for the period (if any) from the Bonus Date up to the day which is 10 years prior to the Member's Normal Retirement Date; and
 - (II) (2) the benefit that would be payable to the Member if the Member voluntarily retired from Service as at the Bonus Date with the consent of the Employer,

PROVIDED THAT the amounts determined under sub-paragraphs (1) and (2) shall not include any benefit which would be payable to the Member as a result of the application of either Rule 1.6(a) or 1.11.

- (d) A Member's Bonus Account Balance will be payable, in addition to the benefits otherwise payable pursuant to these Rules, upon the Member ceasing to be in the Service of the Employer for any reason (including Total and Permanent Disablement) or upon the death of the Member while in the Service of the Employer.

2.11 Additional Employer Contribution Account

- (a) The Trustee shall establish and maintain an Additional Employer Contribution Account in respect of every Contributory Member for whom an Employer makes contributions to the Fund pursuant to Rule 2.2(c).
- (b) The following amounts shall be credited to the Additional Employer Contribution Account:
 - (i) contributions paid into the Fund by the Employer in respect of the Contributory Member pursuant to Rule 2.2(c);
 - (ii) any other amount which the Trustee and the Principal Employer agree is appropriate to credit to this Account;

and the following amounts shall be debited to the Member's Additional Employer Contribution Account:

- (iii) any amount which the Trustee determines to debit to this Account because of a transfer out of the Fund;
- (iv) the portion of any benefit paid from this Account under this Deed;
- (v) any other amount the Trustee considers is appropriate and equitable to debit thereto,

and Earnings must be allocated to the Additional Employer Contribution Account.

- (c) A Contributory Member's Additional Employer Contribution Account will be payable, in addition to the benefits otherwise payable pursuant to these Rules, upon the Contributory Member ceasing to be in the Service of the Employer for any reason (including Total and Permanent Disablement) or upon the death of the Member while in the Service of the Employer.

2.12 Transfer to Triple S Scheme

- (a) On and from 31 October 2018, a Contributory Member may elect to become a Member of the Triple S Scheme in accordance with this Rule.
- (b) A Contributory Member will be deemed to have made an election under paragraph (a) of this Rule upon the Contributory Member providing notice in writing of this election to the Board, in a form and manner approved by the Board.
- (c) Where a Contributory Member makes an election under paragraph (a) of this Rule:
 - (i) the Contributory Member will cease to be a Member of the Fund for the purposes of the Deed and the Rules as at the Relevant Date; and
 - (ii) the Trustee must transfer all amounts to which the Contributory Member would be entitled under the Deed and the Rules as if the Contributory Member had attained the Normal Retirement Age on the Relevant Date, to an account in the Triple S Scheme in the Contributory Member's name ("**Contributory Member's Triple S Account**").
- (d) The amount transferred under paragraph (c)(ii) of this Rule will be the greater of the amounts calculated pursuant to Rule 2.9(a) or Rule 1.13, and the amount calculated in the following manner:
 - (i) In the case of a Contributory Member who has a Normal Retirement Date of 60 and has not reached that age on the Relevant Date:
 - (A) calculating the benefit to which the Contributory Member would have been entitled under paragraph (a) or (b) in

Rule 2.3 (whichever is relevant) as if the Member had retired on the Relevant Date; and

- (B) determining the present value of the benefit calculated under paragraph (d)(i)(A) of this Rule by applying to the period falling between the Relevant Date and the date on which the Contributory Member is to reach their Normal Retirement Date a discount rate based on the actuarial assumptions underlying the most recent report prepared by the Actuary for this Fund pursuant to clause 20 of the Deed.
- (e) For the avoidance of doubt, where a Contributory Member makes an election under paragraph (a) of this Rule and that Contributory Member has a Bonus Account, an Additional Employer Contribution Account and/or a Voluntary Member Contribution Account, the balances of those Accounts will be transferred to the Contributory Member's Triple S Account.
- (f) For the purposes of this Rule, **Relevant Date** means the date 14 days after receipt by the Trustee of the written notice of the Contributory Member's election under this Rule.

Schedule 3 - Rules governing Non-Contributory Membership

3.1 Member contributions

- (a) A Non-Contributory Member shall not be required to contribute to the Fund.
- (b) A Non-Contributory Member may contribute to the Fund such amounts and at such times as are agreed to by the Employer and the Trustee. These contributions shall be credited to the Non-Contributory Member's Voluntary Member Contribution Account.

3.2 Employer contributions

- (a) An Employer shall make such contributions to the Fund in respect of a Non-Contributory Member as it determines are necessary to ensure that it will not be required to pay any charge in respect of a Non-Contributory Member pursuant to the *Superannuation Guarantee (Administration) Act 1992*.
- (b) Each Employer may contribute amounts in respect of one or more Non-Contributory Members in addition to those amounts which it is required to contribute under paragraph (a).

3.3 Members' Accounts

- (a) *Accounts to be maintained*
 - (i) The Trustee must establish and maintain in respect of each Non-Contributory Member, as required, a Company Account and a Voluntary Member Contribution Account.
 - (ii) A Non-Contributory Member in respect of whom an Account is created is not entitled to any specific asset of the Fund. The Trustee has an absolute discretion as to which assets of the Fund are applied in the payment of any benefit from the Fund.

- (b) *Voluntary Member Contribution Account*

The following amounts must be credited to a Non-Contributory Member's Voluntary Member Contribution Account:

- (i) the Member's contributions (if any) under Rule 3.1(b);
- (ii) the portion of any amount transferred into the Fund in respect of the Non-Contributory Member which the Trustee determines is appropriate to credit to this Account; and
- (iii) any other amount which the Trustee and the Principal Employer agree is appropriate to credit to this Account,

and the following amounts must be debited to a Non-Contributory Member's Voluntary Member Contribution Account:

- (iv) any amount which the Trustee determines to debit to this Account because of a transfer out of the Fund in respect of the Non-Contributory Member;
- (v) the portion of any benefit paid from this Account under this Deed; and
- (vi) any other amount which this Deed requires to be debited to this Account or the Trustee considers it appropriate and equitable to debit to this Account,

and Earnings must be allocated to this Account in accordance with Rule 3.5.

(c) *Company Account*

The following amounts must be credited to a Non-Contributory Member's Company Account:

- (i) contributions made by the Employer pursuant to Rule 3.2;
- (ii) the portion of any amount transferred into the Fund which the Trustee determines is appropriate to credit to this Account; and
- (iii) any other amount which the Trustee and the Principal Employer agree is appropriate to credit to this Account,

and the following amounts must be debited to a Non-Contributory Member's Company Account:

- (iv) any amount which the Trustee determines to debit to this Account because of a transfer out of the Fund;
- (v) the portion of any benefit paid from this Account under this Deed; and
- (vi) any other amount which this Deed requires to be debited to this Account or the Trustee considers it appropriate and equitable to debit to this Account,

and Earnings must be allocated to this Account in accordance with Rule 3.5.

3.4 Accounts - General provisions

(a) *Accounts in Debit*

The Trustee may permit a Non-Contributory Member's Voluntary Member Contribution Account or the Company Account to be in debit for any period the Trustee considers reasonable.

(b) *Sub-Accounts*

The Trustee may:

- (i) establish sub-accounts within any Account; and

- (ii) maintain and operate any sub-account for any purpose and in any manner the Trustee considers appropriate.
- (c) *Closing of Account*

The Trustee must close a Non-Contributory Member's Voluntary Member Contribution Account and Company Account after all benefits which could become payable from this Fund in respect of the Non-Contributory Member have been paid or applied. Any amount remaining in a Non-Contributory Member's Voluntary Member Contribution Account and Company Account at that time is forfeited to the Fund.

3.5 Allocation of Earnings

Earnings must be allocated to each Non-Contributory Member's Voluntary Member Contribution Account and Company Account as at:

- (a) each Review Date;
- (b) the date as at which any benefit becomes payable from the Member's Accounts; and
- (c) any other date the Trustee considers appropriate.

3.6 Benefits

A Non-Contributory Member who leaves Service for any reason (including death or Total and Permanent Disablement) is entitled to a benefit equal to the Member's Total Account Balance.

3.7 Transfer to Triple S Scheme

- (a) On and from 31 October 2018, a Non-Contributory Member may elect to become a Member of the Triple S Scheme in accordance with this Rule.
- (b) A Non-Contributory Member will be deemed to have made an election under paragraph (a) of this Rule upon the Non-Contributory Member providing notice of this election in writing to the Board, in a form and manner approved by the Board.
- (c) Where a Non-Contributory Member makes an election under paragraph (a) of this Rule:
 - (i) the Non-Contributory Member will cease to be a Member of the Fund for the purposes of the Deed and the Rules as at the Relevant Date; and
 - (ii) the Trustee must transfer an amount equal to the Non-Contributory Member's Total Account Balance payable under Rule 3.6 to an account in the Triple S Scheme in the Non-Contributory Member's name (**Non-Contributory Member's Triple S Account**).

- (d) For the purposes of this Rule, **Relevant Date** means the date 14 days after receipt by the Trustee of the written notice of the Non-Contributory Member's election under this Rule.

Schedule 4 - Rules governing Spouse membership

4.1 Member contributions

- (a) A Spouse Member shall not be required to contribute to the Fund.
- (b) A Spouse Member may contribute to the Fund such amounts and at such times as are agreed to by the Trustee. These contributions shall be credited to the Spouse Member's Member Account.

4.2 Spouse contributions

A Member's Spouse may, to the extent permitted under the Relevant Commonwealth Act, contribute to the Fund such amounts as may be agreed from time to time between the Trustee and the Spouse and such contributions shall be credited to the Spouse Member's Member Account.

4.3 Members' Accounts

- (a) The Trustee must establish and maintain in respect of each Spouse Member a Member Account.
- (b) A Spouse Member in respect of whom a Member Account is created is not entitled to any specific asset of the Fund. The Trustee has an absolute discretion as to which assets of the Fund are applied in the payment of any benefit from the Fund.
- (c) The following amounts must be credited to a Spouse Member's Member Account:
 - (i) the Member's contributions (if any) under Rule 4.1(b);
 - (ii) contributions made by the Spouse of the Member pursuant to Rule 4.2;
 - (iii) any amount accepted in respect of the Member pursuant to Rule 1.4(b)(ii);
 - (iv) any amount transferred into the Fund in respect of the Spouse Member; and
 - (v) any other amount which the Trustee and the Principal Employer agree is appropriate to credit to this Account,and the following amounts must be debited to a Spouse Member's Member Account:
 - (vi) any amount debited to this Account because of a transfer out of the Fund in respect of the Spouse Member;

- (vii) any benefit paid from this Account under this Deed (including any amount refunded in respect of the Member pursuant to Rule 1.4(b)(iii)); and
- (viii) any other amount which this Deed requires to be debited to this Account or the Trustee considers it appropriate and equitable to debit to this Account,

and Earnings must be allocated to this Account in accordance with Rule 4.5.

4.4 Accounts - General provisions

- (a) The Trustee may permit a Spouse Member's Member Account to be in debit for any period the Trustee considers reasonable.
- (b) The Trustee may:
 - (i) establish sub-accounts within a Member Account; and
 - (ii) maintain and operate any sub-account for any purpose and in any manner the Trustee considers appropriate.
- (c) The Trustee must close a Spouse Member's Member Account after all benefits which could become payable from this Fund in respect of the Spouse Member have been paid or applied. Any amount remaining in a Spouse Member's Member Account at that time is forfeited to the Fund.

4.5 Allocation of Earnings

Earnings must be allocated to each Spouse Member's Member Account as at:

- (a) each Review Date;
- (b) the date as at which any benefit becomes payable from the Member Account; and
- (c) any other date the Trustee considers appropriate.

4.6 Benefits

- (a) If:
 - (i) the Relevant Commonwealth Act permits a Spouse Member's benefit to be paid and that Member requests the payment of that benefit by the Trustee; or
 - (ii) the Relevant Commonwealth Act requires a Spouse Member's benefit to be paid,then there shall be paid to that Member from the Fund a benefit equal to the Member's Total Account Balance.
- (b) If the Spouse of a Spouse Member ceases to be a Member then the Trustee may request the Spouse Member to request the transfer of his

or her Total Account Balance to another Approved Benefit Arrangement in accordance with Rule 1.6(b).

- (c) If the Spouse Member has not made a request to the Trustee under sub-rule (b) of this Rule within a reasonable period of being asked to do so then the Trustee may transfer the Member's Total Account Balance out of the Fund.

4.7 Transfer to Triple S Scheme

- (a) Where the Spouse of a Spouse Member elects to become a member of the Triple S Scheme in accordance with Rules 2.12, 3.7 or 5.2, the Trustee must also transfer the Spouse Member's Total Account Balance to an account in the Triple S Scheme in the Spouse Member's name.
- (b) A Spouse Member will cease to be a Member of the Fund upon the Spouse Member's Total Account Balance being transferred to the Triple S Scheme pursuant to paragraph (a) of this Rule.

Schedule 5 - Rules governing Preserved Members

5.1 General

- (a) Where a Member becomes a Preserved Member, the Trustee will transfer the Member's entitlement to an Account established in the Member's name ("Preserved Member Account").
- (b) All earnings from the balance of the Preserved Member Account are to be credited to the Preserved Member Account.
- (c) The Trustee may charge an administration fee on the balance held in a Preserved Member Account.
- (d) Following an application by a Member for the payment of the balance held in that Member's Preserved Member Account, the Trustee will make payment to the Member of the balance held in the Member's Preserved Member Account.
- (e) If, after reasonable efforts, the Trustee is unable to contact a Preserved Member prior to the Preserved Member's 65th birthday, the Trustee may, on or after the Preserved Member's 65th Birthday, transfer that Preserved Member's benefit (in this Schedule 5, Unclaimed Benefit) to the Treasurer of South Australia in accordance with the *Unclaimed Superannuation Act 1977 (SA)* (in this Schedule 5, Transfer).
- (f) The amount of the Unclaimed Benefit will be the sum of:
 - (i) the amount of the benefit payable to the Preserved Member under this Deed; plus
 - (ii) Earnings on that amount from the date on which the Preserved Member's benefit became payable to the date of the Transfer.

5.2 Transfer to Triple S Scheme

- (a) On and from 31 October 2018, a Preserved Member may elect to transfer the balance of the Preserved Member's Preserved Member Account to an account in the Triple S Scheme in accordance with this Rule.
- (b) A Preserved Member will be deemed to have made an election under paragraph (a) of this Rule upon the Preserved Member providing notice of this election in writing to the Board, in a form and manner approved by the Board.
- (c) Where a Preserved Member makes an election under paragraph (a) of this Rule:

- (i) the Preserved Member will cease to be a Member of the Fund for the purposes of the Deed and the Rules as at the Relevant Date; and
 - (ii) the Trustee must transfer an amount equal to the balance of the Preserved Member's Preserved Member Account, as calculated under Rule 5.1, to an account in the Triple S Scheme in the Preserved Member's name (**Preserved Member's Triple S Account**).
- (d) For the purposes of this Rule, **Relevant Date** means the date 14 days after receipt by the Trustee of the written notice of the Preserved Member's election under this Rule.

Schedule 6 - Tables

Table 1 – Members whose Normal Retirement Date is 65th birthday

Name	Member's Benefit Factor
Dowker, KJ	4.78

Table 2 – Factor 'F' referred to in Rule 2.4(b)

Exact term of years to Normal Retirement Date	Factor 'F'
10	0.810
9	0.843
8	0.879
7	0.917
6	0.957
5 and under	1.000

Notes:

The factor for non-integral numbers of years within the range of the above table is determined by linear interpolation, taking into account complete years and complete months with each month counting as one twelfth of one year.

The factor for a term of years beyond the range of the above table is determined by the Actuary.

Table 3 – Amount of pensions in lieu of cash sums

The pension payable in lieu of a cash sum payable on retirement is determined from the following table:

Exact age at retirement	Monthly pension for each \$1,000 of cash sum
70	\$9.78
69	\$9.46
68	\$9.16
67	\$8.87

Exact age at retirement	Monthly pension for each \$1,000 of cash sum
66	\$8.59
65	\$8.33
64	\$8.12
63	\$7.92
62	\$7.71
61	\$7.50
60	\$7.29
59	\$7.08
58	\$6.88
57	\$6.67
56	\$6.46
55	\$6.25

Notes:

For fractional ages the appropriate factor is calculated by linear interpolation, based on age at retirement rounded down to the nearer month and each month being taken as one twelfth of one year.

For an age outside the range of the above table, the appropriate factor is determined by the Trustee acting on the advice of the Actuary.

The above table may be replaced at any time by the Trustee after taking the advice of the Actuary.

Schedule 7 - Excluded Members

1. List of Excluded Members

Surname	Initials	Member Number	Surname	Initials	Member Number
Adamson	S L	620	Larsen	R E	12884
Albury	A P	5932	Long	D R	430
Amos	L	10976	Maher	N W	314
Atkinson	F	12534	Mc Lean	A E	3503
Baker	P W	610	Meaney	M J	4188
Braunack	K M	13765	Perry	M S	12658
Brewer	J R	84	Pointon	T	13539
Broad	H M	8572	Rayson	G J	75
Cameron	S J	345	Reeves	J E	12931
Clark	P D	4665	Reissenweber	W H	6835
Clark	A W	8754	Rieck	S	308
Clingly	G F	12567	Rooney	K	9657
Clune	N F	11788	Schilling	D P	4053
Cutting	L K	5229	Scholten	A	7443
Dale	L	10433	Smith	C H	4676
Driscoll	K A	13685	Snell	R A	8663
Elliott	R J	10466	Sperou	J M	57
French	H N	12851	Stephens	A J	6697
Gardiner	J E	239	Tasker	S P	6019
Glasspool	D	104	Tolson	R G	7396
Haldane	J S	7341	Walsh	G	2906
Hein	C	58	Westlake	C I	8823
Jones	C L	13404	Whales	T E	4268
Kimber	M P	8969	Wiese	P	9861
Knight	P R	12636	Wright	B R	1628

2. Criteria to determine Excluded Members

For the purposes of paragraph (c) of the definition of Excluded Member, the criteria used to establish that a Member should be included as an Excluded Members are:

- (a) the Member had, before 27 June 2006, ceased to be appropriately classified as either an emergency services Employee or an elective services Employee as a result of that Member moving into a "salaried position" with the Principal Employer; and
- (b) as a result of that Member moving into the new salaried position with the Principal Employer, that Member's new salary exceeded his or her previous salary multiplied by the Adjustment Factor that related to his or her previous employment classification.

Schedule 8 - Value of Units of Death and Total and Permanent Disablement Insurance

1. Value of units of Death and Total and Permanent Disablement insurance

1/07/2006 Variation 1

Age <u>last</u> birthday	Amount of Death and Total and Permanent Disablement Insurance One Unit (\$)	Age <u>last</u> birthday	Amount of Death and Total and Permanent Disablement Insurance One Unit (\$)
Up to 34	75,000	50	27,000
35	72,000	51	24,000
36	69,000	52	22,000
37	66,000	53	20,000
38	63,000	54	18,000
39	60,000	55	16,000
40	57,000	56	14,000
41	54,000	57	12,500
42	51,000	58	11,000
43	48,000	59	10,000
44	45,000	60	9,000
45	42,000	61	8,000
46	39,000	62	7,000
47	36,000	63	6,000
48	33,000	64	5,000
49	30,000	65	0

The value of each unit of Death and Total and Permanent Disablement Insurance is determined from the following table:

Signing page

EXECUTED as a deed.

The common seal of S.A. Ambulance Service Superannuation No.2 Pty Ltd is fixed to this document in accordance with its Constitution in the presence of

Don Hawking

Chris Lemmer

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Donald Raymond Hawking (Chairman)

Christopher David Anthony Lemmer

Name of director (print)

Name of director/company secretary (print)

Given under the seal of SA Ambulance Service Incorporated in the presence of

Anne Alford

Robyn M Pak-Poy

Signature of seal holder

Signature of seal holder

Anne Alford

Robyn M Pak-Poy

Name of seal holder (print)

Name of seal holder (print)