as the first feature film shall on at least the prescribed percentage of the number of days on which such films are so exhibited, be a film registered as a British film and as an exhibitors' quota film. This Order fixes 45 per cent. as the prescribed percentage of that number of days.

Subsection (3) of the same section provides that where the films exhibited as aforesaid in any quota period include films registered as short films, or films registered as long films which are exhibited otherwise than as first feature films, those films shall, to the extent of at least the prescribed percentage of their total exhibited length, be films registered as British films and as exhibitors' quota films. This Order fixes 25 per cent. as the prescribed percentage of the total exhibited length.

The above percentages are to be the quotas so long as this Order remains in force.

CIVIL AVIATION

[*See* also AIR NAVIGATION, p. 119 above.]

1. *Airways Corporations.*
2. *Record of Births, Deaths and Missing Persons*, p. 473.
3. *Isle of Man*, p. 481.

1. AIRWAYS CORPORATIONS

The Airways Corporations (General Staff Pensions) Regulations, 1948

1948 No. 2361

Made - - - - 25th October, 1948

The Minister of Civil Aviation, in exercise of the powers conferred upon him by Section 20 of the Civil Aviation Act, 1946(a), and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

1. In these Regulations:—

(*a*) " the three Corporations " means the British Overseas Airways Corporation, the British European Airways Corporation and the British South American Airways Corporation;

(*b*) " Employee " means an employee of any of the three Corporations;

(*c*) " the Trust Deed " means the Trust Deed dated the 8th day of October, 1948, together with the Rules and Table contained in Part I of the Schedule thereto, a copy of which is set out in the Schedule to these Regulations.

2.—(1) There shall be established and maintained by the three Corporations a joint Pension Scheme for full-time employees of the three Corporations other than Pilots, Navigating Officers, Radio Officers and Engineer Officers.

(2) The said Scheme shall be in accordance with the provisions of the Trust Deed which is hereby accordingly confirmed.

(a) 9 & 10 Geo. 6. c. 70.

3. For the purpose of providing funds from which benefits under the said Scheme are to be paid contributions shall be paid by the three Corporations and by each of the employees who are members of the said Scheme in accordance with the provisions of the Trust Deed.

4. Contributions and benefits shall be paid in respect of the service of an employee with any of the three Corporations before the coming into force of the said Scheme in accordance with the provisions of the Trust Deed.

5. Where any employee has before his service with any of the Corporations been in the service of any other undertaking which has been acquired by that Corporation, his period of service with that other undertaking since the 1st day of January, 1945, may be reckoned for the purposes of the payment of benefits under the said Scheme provided that either

(*a*) there shall be paid by the employee and the Corporation such sums or equivalent series of sums as may, in accordance with the Trust Deed, be appropriate as contributions by member and employer respectively in respect of that period, or

(*b*) the employee transfers to the Custodian Trustees of the said Scheme his interest in any pension or provident fund approved under Section 32 of the Finance Act, 1921(**a**) (as amended), and maintained by that other undertaking, but so that in the event of any such transfer the period to be so reckoned shall be limited to such period as the amount or value of the interest transferred is appropriate in accordance with the Trust Deed to provide for, unless there is also paid by the employee and the Corporation such sums or equivalent series of sums as may in accordance with the Trust Deed be appropriate as contributions by member and employer respectively in respect of the balance of that period.

6.—(1) Any member of the British Overseas Airways Corporation Pension Fund established under Section 40 of the British Overseas Airways Act, 1939(**b**), may withdraw from that Fund and be admitted to the said Scheme provided that he agrees to transfer to the Custodian Trustees of the said Scheme his interest in that Fund.

(2) Any member so withdrawing from the said Fund and being admitted to the said Scheme shall, in respect of the period prior to his admission, be entitled without payment of any additional contributions to the same pension benefits as had accrued to him under the said fund.

7. No amendment of, or addition to, the Trust Deed shall have effect unless confirmed by Regulations made under the said Section 20.

8.—(1) These Regulations may be cited as the Airways Corporations (General Staff Pensions) Regulations, 1948, and shall come into force on the 25th day of October, 1948.

(2) The Interpretation Act, 1889(**c**), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

Dated this 25th day of October, 1948.

Pakenham,
Minister of Civil Aviation.

(**a**) 11 & 12 Geo. 5. c. 32. (**b**) 2 & 3 Geo. 6. c. 61. (**c**) 52 & 53 Vict. c. 63.

SCHEDULE

THIS DEED made the eighth day of October, One thousand nine hundred and forty eight BETWEEN BRITISH OVERSEAS AIRWAYS CORPORATION BRITISH EUROPEAN AIRWAYS CORPORATION and BRITISH SOUTH AMERICAN AIRWAYS CORPORATION (hereinafter called "the Corporations") of the first part GRAHAME TEMPLE MELLER of Whiteoaks Horley Surrey Chartered Accountant ALAN RAYMOND ESDEN of 97 Albemarle Road Beckenham Kent Chartered Accountant JOHN EDWARD VALENTINE TYZACK of Stratton Chase Chalfont St. Giles Buckinghamshire Staff and Services General Manager RANKIN LORIMER WEIR of 2 Bramley Close South Croydon Chartered Accountant LORD KERSHAW of 39 Sheen Common Drive Richmond Surrey Member of the Board of British South American Airways Corporation BERNARD GEORGE PORTER of Staplegrove Richings Way Iver Buckinghamshire Chartered Secretary JOHN WYNFORD GEORGE JAMES of Manfield House Iver Heath Buckinghamshire Chief Airline Pilot REGINALD VERNON FRANCE of 46 Dymchurch Road Speke Liverpool 19 Freight Clerk JAMES MILLER of 70 Kings Road Berkhamstead Hertfordshire Radio Officer THOMAS LLOYD of 4 Heol Pantycelyn Corryton Whitchurch Glamorganshire Fitter EDWARD WILLIAM CARTER of 28 Elmbank Avenue Englefield Green Egham Surrey Aircraft Loader AVON SPURGIN LUCKING of 4 Richmond Avenue East Bedfont Feltham Middlesex Instrument Inspector (hereinafter called "the Management Trustees" which expression shall include the Management Trustees for the time being) of the second part and AIRWAYS CORPORATIONS JOINT PENSION FUND TRUSTEES LIMITED (hereinafter called "the Custodian Trustees" which expression shall include the Custodian Trustees for the time being) of the third part

Whereas subject to confirmation by Regulations to be made by the Minister of Civil Aviation in accordance with Section 20 of the Civil Aviation Act 1946 the Corporations desire to establish on the Trusts and terms of this Deed and the Rules set out in the Schedule hereto a Pension Scheme to be domiciled in England and to be known as THE AIRWAYS CORPORATIONS JOINT PENSION SCHEME

And whereas the parties hereto of the second part have consented to act as the original Management Trustees of the scheme

And whereas the party hereto of the third part has agreed to act as the original Custodian Trustees of the Fund

Now it is hereby agreed and declared as follows:—

Definitions.

1. In these presents and in the Rules the following expressions have the following meanings unless inconsistent with the context:—

(*a*) "The Scheme" means the scheme for pensions and other benefits hereby established

(*b*) "The Trust Deed" means these presents as varied or modified by any supplemental deed or deeds made or executed in accordance with these presents

(*c*) "The Rules" means the Rules set forth in the Schedule hereto and any amendments and additions that may be made in the manner for the time being prescribed by the Trust Deed and the Rules

(*d*) "The Fund" means all moneys from time to time held by or on account of the Management Trustees and/or the Custodian Trustees in pursuance of the Trust Deed and the Rules and the investments and securities for the time being representing the same and any insurance policies

(*e*) "The Minister" means the Minister of Civil Aviation

(*f*) "Employer" means whichever of the Corporations is the employer of a Member for the time being

(*g*) " Member " means a person qualified for membership of the Scheme who having agreed to become a member of the Scheme and be bound by the Trust Deed and such of the Rules as relate to the occupational category to which he belongs shall be a contributor to the Fund

(*h*) " The Actuary " means such an actuary being a Fellow of the Institute of Actuaries or of the Faculty of Actuaries or a firm of such Actuaries as the Management Trustees with the consent of the Corporations from time to time appoint to be the actuary of the Scheme

(*i*) " The Auditor " means a Chartered or Incorporated Accountant or a firm of such Accountants appointed by the Management Trustees from time to time to be Auditor or Auditors of the Fund

(*j*) " The Secretary " means the Secretary for the time being of the Scheme

Main object.

2. The main object of the Scheme is to provide pension benefits on retirement and a subsidiary object is to provide benefits in cases of injury or death for the staff of the Corporations in accordance with the Rules The Scheme is not in any sense a benevolent scheme and no benevolent or compassionate payments can be made therefrom

Payment of contributions.

3. Each of the Corporations severally covenants with the Management Trustees that it will pay or cause to be paid to the Management Trustees all contributions to be contributed by it and by Members in its employment in accordance with the Rules

Administration of Scheme.

4. The Management Trustees shall manage and administer the Scheme and shall have power to perform all acts incidental or conducive to such management and administration and the Custodian Trustees shall concur in and perform all acts necessary or expedient to enable the Management Trustees to exercise their powers of management or any other power or discretion vested in them accordingly and shall deal with the Fund and the income thereof as the Management Trustees shall from time to time direct and the Custodian Trustees shall be under no liability whatsoever for making any sale or investment of or otherwise dealing with the trust property and/or the income thereof as directed by the Management Trustees

Bank accounts and their operation.

5. The Management Trustees shall open and keep a current account or accounts with such Bank or Bank's Branch or Branches as they may from time to time determine and shall from time to time make such regulations as they shall think desirable for the operation of any such Bank accounts including the signing and endorsement of cheques in connection therewith The Management Trustees shall pay all subscriptions contributions donations and bequests (if any) and other moneys whatsoever received by them for or on behalf of the Scheme into one or other of their banking accounts aforesaid Provided that the Management Trustees may from time to time place on deposit account at any such Bank or Banks as aforesaid any sums not immediately required for the payment of pensions or any expenses or other sums payable out of the Fund but which they in the exercise of their discretion shall not deem it desirable to invest for the time being

Investment of Fund and application thereof.

6.—(*a*) So much of the sums from time to time paid to or received by the Management Trustees for or on behalf of the Scheme as shall not from time to time be required for application in the payment of pensions or otherwise shall (but subject to the proviso contained in the last preceding Clause hereof) as soon as practicable be handed or paid over to the Custodian

Trustees who shall invest the same in their own names or under their legal control in the following authorised securities:

(i) Investments authorised by the Trustee Act 1925 or in which trustees are for the time being by law authorised to invest trust funds including any investments which would but for the provisions of Section 2 of that Act be authorised by Section 1 of that Act

(ii) The purchase of or the advance of money upon the security of any real or leasehold premises in Great Britain including if the Management Trustees shall think fit having regard to the special circumstances of any particular case the making of loans to contributors upon the security of any freehold or leasehold dwelling houses of such amounts and upon such terms as may be approved by the Management Trustees

(iii) The purchase of or the advance of money upon the security of the stocks bonds mortgages or securities of any Public Body Board or Authority supplying power water gas or electricity or of any Harbour Board or of any Municipal Corporation County or District Council or other Local Authority acting under Statutory powers in the United Kingdom or in any British Dominion or Colony Mandated or Trusteeship Territory State or Dependency

(iv) Any stocks funds or securities of any British Dominion Colony Mandated or Trusteeship Territory State or Dependency or of any Province thereof

(v) Any stocks bonds mortgages shares or securities the capital whereof or a minimum rate of interest thereon is guaranteed by the British Government or the Government of any British Dominion Colony Mandated or Trusteeship Territory State or Dependency or of any Province thereof

(vi) The advance of money in or upon the security of the rates revenues funds property or profits of or leviable by or belonging to any Municipality County or District Council Local or Public Authority or Body in the United Kingdom or any British Dominion Colony State or Dependency and authorised by any Special or General Act of the Imperial Parliament or the Legislature of such Dominion Colony State or Dependency to be mortgaged or charged

(vii) The stocks shares and securities of any Board Authority or Company incorporated in the United Kingdom which shall during or in respect of each of the ten years last preceding the investment have paid in full the interest or dividend which has become due and payable during the said period on all stocks shares and securities thereof entitling the holders to interest or dividends at a fixed rate and also interest or dividend at a rate of at least three per centum per annum on all other of the stocks shares and securities thereof provided that no investment shall be made in such stocks shares or securities which are not at the date of the investment quoted on a Stock Exchange nor in any stock share or security in respect of which there is an uncalled liability nor in any such investment which shall be calculated to give a gross yield per annum of less than three per centum having regard to the price paid for such investment the dividend declared thereon during the twelve months preceding the purchase thereof and the redemption date if any thereof and provided further that no such investments shall be made at a cost which if added to the aggregate value of such investments held by the Custodian Trustees would cause such aggregate value to exceed one-quarter of the total value of the assets of the Fund as to which the certificate of the Auditors shall be conclusive

(viii) The taking out acquisition and maintenance of policies of insurance provided that no moneys held in the Fund shall be invested in policies of insurance other than annuity policies or policies taken over from transferred schemes

(ix) The placing of money on loan with any of the Corporations (provided that the aggregate amount for the time being outstanding of all such loans shall not at any one time exceed Two hundred and fifty thousand pounds) or on deposit or on current account with any Bank or Banking House in Great Britain

(*b*) The Custodian Trustees shall out of the income of the Fund or out of the capital thereof as the Management Trustees may from time to time direct or failing direction as the Custodian Trustees at their discretion think fit provide the Management Trustees with such monies as they may require for the purpose of enabling them to pay the pensions and other payments for the time being chargeable against the Fund or the administration or other expenses thereof and shall in all respects facilitate as far as their powers extend the discharge by the Management Trustees of their responsibilities in the management of the Fund

(*c*) Any directions to be given to the Custodian Trustees under this Clause shall be given by way of a request in writing signed by the Secretary or his duly appointed deputy for the time being and accompanied by a copy of the relevant Minute of the Management Trustees certified by any two of them The Custodian Trustees shall act upon any such direction so given and make any payment or payments thereunder without being concerned to enquire as to whether such direction is in accordance with the Scheme or is proper or to enquire for what purpose the money is wanted or to see to the application thereof

Limiting of claims.

7. No person whether a Member or otherwise shall have any claim right or interest upon to or in respect of the Fund or any contributions thereto or any interest thereon or any such claim upon or against the Management Trustees or the Custodian Trustees or the Corporations except under and in accordance with the provisions of the Trust Deed and the Rules

Secretary and Staff Actuary and Auditor.

8. The Management Trustees shall have power to appoint remove and re-appoint a Secretary and such other administrative officers and staff of the Scheme as they think necessary upon such terms and conditions and for such period of office as they think fit provided that such Secretary and staff shall be entitled to pension and other benefits similar to those contained in the Trust Deed and Part I of the Schedule The Management Trustees shall also have power subject to the approval of the Corporations to appoint remove and replace the Actuary or the Auditor Provided that the removal of the Auditor shall be subject to the approval of the Minister

Accounts and records.

9. The Management Trustees shall keep full and true accounts of the Fund and of all sums of money expended in the payment of benefits expenses or otherwise howsoever and shall keep full and true records of the time of commencement of membership by the individual Members of the contributions and of all other chronological and other facts proper to be recorded and shall also keep a Register of all Members

Annual accounts.

10. The Accounts of the Fund shall be made up to the Thirty first March in each year and as soon thereafter as is practicable an Income and Expenditure Account and Balance Sheet (together with a list of investments) prepared by the Management Trustees and exhibiting a true statement of the position of the Fund shall be delivered by the Management Trustees to the Auditor together with all means of verifying and vouching the same and the Management Trustees shall give to the Auditor every assistance in his investigation and give him access to all books papers records and accounts connected with the Scheme and shall obtain from him a report in writing upon the result of his audit

11. The duties of the Actuary shall be: Actuary.

(*a*) At or as soon as practicable after the date of the coming into force of the Scheme and thereafter at the end of such periods not exceeding five years as the Management Trustees shall from time to time determine the condition of the Fund shall be submitted to the Actuary who shall consider the same and shall make an actuarial valuation of the assets and liabilities of the Fund and shall report on the financial position thereof to the Management Trustees who shall forthwith transmit a copy thereof to each of the Corporations together with any recommendations they may wish to make in regard thereto

(*b*) In conjunction with each valuation made in accordance with subclause (*a*) of this Clause the Actuary shall make a separate actuarial valuation of the assets and liabilities of the Fund attributable to each of the Corporations and if the Actuary certifies that a deficiency or disposable surplus as the case may be is attributable to a Corporation he shall certify the amount thereof and the Management Trustees shall within three months after receiving such certificate make a scheme for making good the deficiency or as the case may require disposing of the disposable surplus Provided that any such scheme shall be subject to the agreement of the Corporation to which it applies or in default of such agreement shall be submitted to the Minister for approval and shall come into force subject to such amendments (if any) as the Minister may direct

(*c*) If the Actuary certifies that there is a deficiency attributable to a Corporation the scheme referred to in paragraph (*b*) above shall provide that that Corporation shall contribute to the Fund in addition to any existing deficiency contribution payable under this Clause and to the contributions prescribed by the Rules an equal annual deficiency contribution calculated to make good the deficiency over a period not exceeding forty years from the date of the valuation Provided that a Corporation may at any time or times pay to the Fund such moneys as the Corporation shall think fit in or towards satisfaction of any deficiency contributions which it would otherwise have been liable to provide on any subsequent date or dates

(*d*) If the Actuary certifies that there is a disposable surplus attributable to a Corporation the scheme referred to in paragraph (*b*) above shall provide that:

(i) The amount or outstanding term of any existing annual deficiency contribution shall be reduced to such extent as the disposable surplus will permit

(ii) If after having extinguished as aforesaid all outstanding annual deficiency contributions of a Corporation a balance of disposable surplus still remains the contributions of the Corporation shall be reduced to an extent required to dispose of such balance by annual amounts over such a period not exceeding Thirty years from the date of the valuation as the Actuary shall advise

(*e*) Where on such valuation the Actuary certifies that in order to maintain an equality of value in relation to persons becoming Members subsequent to three months from the date of the Report on the valuation between the amounts to be contributed by and in respect of such persons and the amounts of benefits to which such persons will become entitled it is expedient to increase or decrease contributions payable to the Fund provision may be made by the scheme referred to in paragraph (*b*) above for such increase or decrease as the case may require

(*f*) The Actuaries shall also make and give such other reports and certificates and give such advice and information relating to the Fund as the Management Trustees or any of the Corporations may deem to be necessary or expedient

Management Trustees.

12.—(*a*) The Management Trustees shall be Twelve in number. Each Corporation shall appoint two Management Trustees (hereinafter collectively known as "the Employers' Representatives") and the Members shall appoint six Management Trustees (hereinafter collectively known as "the Members' Representatives") one of whom shall be a Pilot of aircraft one of whom shall be either a Radio Officer Navigating Officer or an Engineer Officer of aircraft and four of whom shall be representatives of other categories of staff such categories to be nominated by the National Joint Council for Civil Air Transport Any change of category shall only have effect from the date of retirement of a Members' Representative under sub-clause (*c*) hereof The Members' Representatives shall be Members of the Scheme and not more than two of the Members' Representatives shall be in the employment of any one Corporation Provided that in the event of a Members' Representative ceasing to be employed in the occupational category to which he belonged at the date of his appointment as a Members' Representative then he shall not for such reason alone be ineligible to continue in office until he retires by rotation in accordance with sub-clause (*c*) hereof

(*b*) The parties hereto of the second part shall be the first Management Trustees Grahame Temple Meller Alan Raymond Esden John Edward Valentine Tyzack Rankin Lorimer Weir Bernard George Porter Lord Kershaw being the Employers' Representatives and John Wynford George James Reginald Vernon France James Miller Thomas Lloyd Edward William Carter Avon Spurgin Lucking being the Members' Representatives

(*c*) On the First day of April One thousand nine hundred and fifty and on the First day of April in each subsequent year two Employers' Representatives and two Members' Representatives shall retire from office each being immediately eligible for re-appointment The four Representatives to retire in every year shall be such as have been longest in office and as between Representatives of equal seniority the ones to retire shall in the absence of agreement between themselves be determined by lot

(*d*) A Members' Representative who ceases to be a Member shall thereupon be deemed ipso facto to have vacated office as a Management Trustee

(*e*) An Employers' Representative may be removed from office by the Corporation appointing him and any Corporation may appoint a new Employers' Representative in place of one appointed by it who has died or been removed or has retired or resigned from office

(*f*) The Members of an occupational category referred to in sub-clause (*a*) hereof may remove from office a Members' Representative employed in such occupational category and may appoint a new Members' Representative employed in such occupational category in place of one who has died or been removed or has retired or resigned from office

(*g*) An Employers' or Members' Representative may resign at any time on Twenty-eight days written notice to the Secretary

(*h*) The removal from office of a Members' Representative or the appointment of a new Members' Representative shall be effected by a resolution passed by the majority of the Members belonging to the occupational category concerned who being entitled to vote on a postal or written ballot taken in accordance with the Rules do so vote. Provided that no person shall be proposed for election as a Members' Representative unless he has agreed in writing to be nominated therefor and his nomination is supported in writing signed by at least twenty Members belonging to the occupational category to which he belongs and delivered to the Secretary at least Forty-eight hours before the date of issue of the notices of the meeting or of the ballot.

Management Trustees' powers of decision.

13. The Management Trustees shall have full powers to determine whether or not any person is entitled to any pension benefit or other allowance from the Fund in accordance with the provisions of the Trust Deed and of the Rules and any other claim made upon the Fund and all matters questions and disputes touching or in connection with the affairs of the Scheme and in deciding any question of fact they shall have full liberty to act upon such evidence or presumption as they shall in their absolute discretion think fit although the same may not be evidence legally admissible or a legal presumption The Management Trustees shall also have full power to determine all questions or matters of doubt arising on the construction or operation of the Trust Deed or the Rules or otherwise relating to the Scheme Provided that in the event of any dispute arising as between the Management Trustees and any person entitled to or claiming to be entitled to any pension benefit or other allowance from the Fund such dispute shall be referred to a single Arbitrator to be named by the President for the time being of the Law Society The Arbitrator so named shall have all the powers conferred on Arbitrators by the Arbitration Acts 1889 to 1934 or any Statutory modification thereof for the time being in force

Meetings of Management Trustees.

14.—(*a*) The Management Trustees may subject to the provisions of the Scheme meet together for the despatch of business adjourn and otherwise regulate their proceedings as they think fit Questions arising at any meeting shall be determined by a majority of votes and in case of an equality of votes the Chairman of the Meeting shall have a second or casting vote The Chairman of the Management Trustees (or in his absence the Deputy Chairman) shall take the chair at every meeting of the Management Trustees at which he is present but if neither be present or if there is no Chairman or Deputy Chairman of the Management Trustees for the time being appointed then the Management Trustees present at the meeting shall choose one of the Employers' Representatives present at the meeting to act as the Chairman thereof The continuing Management Trustees may act notwithstanding any vacancies in their body provided that the necessary quorum is available to enable them to act

(*b*) The Corporations shall from time to time nominate one of the Employers' Representatives to be Chairman of the Management Trustees and another to be the Deputy Chairman and fix their term of office

(*c*) The quorum at any meeting of the Management Trustees shall be four of whom two shall be Employers' Representatives and two Members' Representatives provided that a resolution in writing whether comprised in one document signed by all the Management Trustees or in more than one document which together contain the signatures of all the Management Trustees shall be as effectual as if it had been passed at a meeting of the Management Trustees duly convened and held

(*d*) An Employers' Representative and a Members' Representative may respectively appoint in writing another person (who in the case of an appointment by a Members' Representative shall be a Member of the Scheme) to be his alternate at any meeting of the Management Trustees from which he intends to be absent and such alternate shall at any meeting of the Management Trustees be entitled to exercise all the powers of the Management Trustee appointing him A Management Trustee may at any time revoke the appointment of his alternate and if a Management Trustee shall cease to hold office for any reason the appointment of his alternate shall ipso facto cease

(*e*) The Chairman or any two Management Trustees together may by written request to the Secretary call for a meeting of the Management Trustees and such meeting shall be convened by the Secretary within Fourteen days of receipt of said request

(*f*) Notices of meetings of the Management Trustees stating the general nature of the business to be transacted thereat shall be despatched by the Secretary to the Management Trustees

(*g*) The Management Trustees shall cause proper Minutes to be kept of the proceedings at their Meetings which Minutes shall be signed by the Chairman of the Meeting to which they refer or of the next succeeding meeting and any such Minutes purporting to be so signed as aforesaid shall be sufficient evidence of the matters stated therein

(*h*) The Management Trustees shall appoint advisory bodies to advise them on matters arising out of each Part of the Schedule The Members of each such advisory body shall be the Employers' Representatives and three Members belonging to the occupational category of staff concerned nominated by the Members' Representatives

(*i*) The Management Trustees may whenever they think it desirable or necessary for the proper execution of their duties employ or consult lawyers accountants brokers bankers and others and/or appoint or call into consultation such advisers as they see fit to advise them on questions relative to the investments of the Fund and all expenses incurred and fees paid under this sub-clause shall be chargeable to the Fund

15. Out of Pocket Expenses properly incurred by the Management Trustees arising out of their duties as Management Trustees of the Scheme shall be payable out of the Fund

Appointment and removal of Custodian Trustees.

16. Subject always to the approval of the Minister the power of appointment removal and re-appointment of Custodian Trustees shall be vested in the Management Trustees and shall be exercisable by resolution duly passed at a meeting of the Management Trustees which resolution may authorise any two of the Management Trustees to execute any deed to give effect to such resolution Every Custodian Trustee shall vacate office upon the service on such Custodian Trustee of notice that the Management Trustees have with such approval as aforesaid passed a resolution removing such Custodian Trustee from office

Indemnity of Trustees.

17. The Management Trustees and the Custodian Trustees shall be indemnified out of the Fund on account of all costs charges and expenses properly incurred in the exercise of their duties No Management Trustee or Custodian Trustee shall be liable for anything whatsoever done by him in that capacity except a breach of trust knowingly and intentionally committed by him

Amendments and additions.

18. Subject to the provisions of the Civil Aviation Act 1946 and Regulations made by the Minister under Section 20 thereof the provisions of the Trust Deed may be amended or added to in any way by means of a supplemental deed executed by such two Management Trustees as may be appointed by the Management Trustees to execute the same Furthermore subject to the said provisions of the Civil Aviation Act 1946 and any such Regulations the Rules may be amended or added to in any way and in particular by the addition of rules relating to specific occupational categories of staff No such amendment or addition to the provisions of the Trust Deed or to the Rules shall take effect unless the same has been approved by a resolution of the Management Trustees in favour of which at least two thirds of the Management Trustees for the time being shall have voted Provided that no amendment or addition shall be made which

(i) would have the effect of changing the purposes of the Scheme or

(ii) would result in the return to the Corporations of their contributions or any part thereof or

(iii) would operate in any way to diminish or prejudicially affect the present or future rights of any then existing Member or pensioner or

(iv) would be contrary to the principle embodied in Clause 12 of these presents that the Management Trustees shall consist of an equal number of representatives of the employers and the Members respectively

Winding-up.

19. (*a*) The Corporations jointly reserve the right subject to the approval in writing of the Minister by giving not less than six months previous written notice to the Management Trustees to terminate their contributions to the Fund in whole or in part whereupon as also in the event of the termination of the Scheme in accordance with sub-clause (*b*) hereof or by effluxion of time or otherwise then such outstanding sums as may be due from the Corporations to restore the solvency of the Fund having regard to the rights of Members and pensioners (including wives or other dependants of pensioners contingently entitled to benefits under nominations made by pensioners in accordance with the Rules) accrued at the date of termination shall immediately become due and payable

(*b*) In the event of the Corporations exercising their right to terminate in whole or in part their contributions to the Fund the Management Trustees shall (subject to the approval of the Minister) be entitled to continue the Scheme with such modifications as may appear necessary owing to the termination in whole or in part of the Corporations' contributions or to terminate the Scheme

(*c*) In the event of the termination of the Scheme the Fund shall be converted into money (with power to postpone such conversion) and subject to the payment of all costs charges and expenses then owing including any amount due to the Commissioners of Inland Revenue the proceeds of such conversion together with such outstanding sums as may be due from the Corporations to restore the solvency of the Fund shall in the first place be applied in making provision for non-commutable annuities for the remainder of the lives of pensioners then in receipt of pensions out of the Fund Such annuities shall be purchased under the direction of the Management Trustees (who shall continue to function notwithstanding and during the windingup) and in consultation with the Actuary and shall be in amount equal and in character (so far as practicable) similar to the respective pensions then being paid to such pensioners and shall be purchased from His Majesty's Government or some Insurance Company or Companies registered in the United Kingdom and of good repute The balance of such proceeds (if any) shall be applied under the directions of the Management Trustees and in consultation with the Actuary in the purchase in like manner of non-commutable annuities or where the annuities would be trivial in amount in making other provision for Members entitled in anticipation to pension benefits out of the Fund regard being had to their respective prospects of becoming entitled to pensions had the Scheme continued in existence

Marginal notes

20. Marginal Notes do not form any part of the Trust Deed but are for convenience of reference only

21. Nothing contained in the Trust Deed or in the Rules shall be construed as limiting the functions of the National Joint Council for Civil Air Transport in the negotiations of the wages and conditions of employment of persons employed by the Corporations

Termination.

22. Unless the Scheme is terminated earlier pursuant to these presents the trusts hereof shall continue until the death of the last survivor of the lineal descendants now living of His late Majesty King Edward VII and for a period of twenty years thereafter and such further period (if any) as may be lawful and at the expiration of such period shall terminate

23. The Scheme is conditional on its being confirmed by Regulations made by the Minister under Section 20 of the Civil Aviation Act 1946 and if so confirmed shall come into force on such date as may be specified in that behalf in such Regulations

In witness whereof the Corporations and the Custodian Trustees have caused their respective Common Seals to be hereunto affixed and the Management Trustees have hereunto set their hands and seals the day and year first before written.

GIVEN UNDER THE COMMON SEAL of British Overseas Airways Corporation

(LS) WHITNEY STRAIGHT *Member*
D. S. S. MACDOWALL *Secretary*

GIVEN UNDER THE COMMON SEAL of British European Airways Corporation

(LS) G. D'ERLANGER *Member*
W. C. GASKIN *Assistant Secretary*

GIVEN UNDER THE COMMON SEAL of British South American Airways Corporation

(LS) J. M. BOOTH *Member*
B. G. PORTER *Secretary*

SIGNED SEALED AND DELIVERED by the said Grahame Temple Meller in the presence of: } G. Temple Meller

S. R. Brimblecombe,
84 Blockley Road,
North Wembley, Mddsx.
Chartered Secretary

SIGNED SEALED AND DELIVERED by the said Alan Raymond Esden in the presence of: } A. R. Esden

H. Medhurst,
10 Mackenzie Road,
Beckenham, Kent.
***Private** Secretary*

SIGNED SEALED AND DELIVERED by the said John Edward Valentine Tyzack in the presence of: } J. E. V. Tyzack

Anne Maire Stewart,
10 West Halkin Street,
London, S.W.1.
Secretary

SIGNED SEALED AND DELIVERED by the said Rankin Lorimer Weir in the presence of: } R. L. Weir

N. E. Deans,
13 Larne Road,
Ruislip, Mddsx.
Secretary

SIGNED SEALED AND DELIVERED by the said Lord Kershaw in the presence of: } Kershaw

S. R. Brimblecombe,
84 Blockley Road,
North Wembley, Mddsx.
Chartered Secretary

SIGNED SEALED AND DELIVERED by the said Bernard George Porter in the presence of: — B. G. Porter

S. R. Brimblecombe,
84 Blockley Road,
North Wembley, Mddsx.
Chartered Secretary

SIGNED SEALED AND DELIVERED by the said John Wynford George James in the presence of: — J. W. G. James

M. Wright,
10 Asburton Road,
Ruislip Manor, Mddsx.
Private Secretary

SIGNED SEALED AND DELIVERED by the said Reginald Vernon France in the presence of: — R. V. France

M. F. Dawson,
39 Woodville Road,
New Barnet, Herts.
Spinster

SIGNED SEALED AND DELIVERED by the said James Miller in the presence of: — J. Miller

H. P. Shelley,
53 Avonmouth Road,
Bristol.
Sigs. Asst.

SIGNED SEALED AND DELIVERED by the said Thomas Lloyd in the presence of: — T. Lloyd

H. P. Shelley,
53 Avonmouth Road,
Bristol.
Sigs. Asst.

SIGNED SEALED AND DELIVERED by the said Edward William Carter in the presence of: — E. Carter

G. Edwards,
41 Skipton Drive,
Hayes, Mddsx.
C/H. Loader

SIGNED SEALED AND DELIVERED by the said Avon Spurgin Lucking in the presence of: — A. S. Lucking

R. E. Smith,
1 The Parade, Bath Road,
Hounslow, Mddsx.
Foreman

GIVEN UNDER THE COMMON SEAL of Airways Corporations Joint Pension Fund Trustees Limited in the presence of:—

(L.S.)

G. TEMPLE MELLER
Director

S. R. BRIMBLECOMBE
Secretary

THE SCHEDULE above referred to

RULES

PART I—GENERAL STAFF

1. *Definitions*

The following expressions have the following meanings unless inconsistent with the context:—

(*a*) " These Rules " means the Rules set forth in Part I of the Schedule

(*b*) " Flying Staff " means employees of the Corporations who are Pilots Navigating Officers Radio Officers and Engineer Officers

(*c*) " General Staff " means employees of the Corporations other than flying staff

(*d*) " Employees " means general staff

(*e*) " Pay " means remuneration designated by an Employer as pay

2. *Application*

These Rules relate to members who are general staff

3. *Membership Compulsory for Employees*

Except as otherwise expressly provided by these Rules it shall be a compulsory condition of service for all full time employees between the ages of 20 years and 50 years in the case of males and 20 years and 45 years in the case of females to join the Scheme under the terms of these Rules provided that this condition shall not apply in the case of:

(*a*) Members of the Imperial Airways Pension Scheme or British Overseas Airways Corporation Pension Fund

(*b*) Employees in the service of the Corporations at the date on which the Scheme comes into force

(*c*) Employees whose service agreements contain a provision excluding them from membership of the Scheme

(*d*) Employees engaged outside the United Kingdom

An Employer may however either at the request of the Management Trustees and an employee or by the terms of any service agreement entered into between an Employer and an employee agree to waive the requirements of this Rule as to that employee

4. *Admission to the Scheme*

(*a*) Employees who are compelled under Rule 3 to join the Scheme will be admitted to the Scheme on the first of the month succeeding the date on which (i) they have completed a period of probationary service with one or more of the Corporations which in the case of male employees will be six months and in the case of female employees will be twelve months and (ii) they have at such date attained the age of 20 years

(*b*) Members of the Imperial Airways Pension Scheme and the British Overseas Airways Corporation Pension Fund will be admitted to the Scheme provided that they agree to the transfer to the Custodian Trustees of their interest in the Imperial Airways Pension Scheme or the British Overseas Airways Corporation Pension Fund as the case may be and in respect of the period prior to the date of their admission they will without payment of any additional contributions be entitled to the same pension benefits as had accrued to them under the Imperial Airways Pension Scheme or the British Overseas Airways Corporation Pension Fund (as the case may be) at that date

(*c*) Members of any other Pension or Provident Fund approved under Section 32 Finance Act 1921 (as amended) may on admission to the Scheme transfer to the Custodian Trustees their interest in such Fund and shall do so in every case in which such transfer being permissible under the constitution of such Fund shall be required by the Management Trustees to be made

(*d*) The contributions of a Member to the Imperial Airways Pension Scheme or the British Overseas Airways Corporation Pension Fund or such other Fund as is mentioned in paragraph (*c*) of this Rule shall if the Members' interest is pursuant to this Rule transferred to the Custodian Trustees be deemed to have been contributions made by such Member to the Scheme for the purposes of Rules 10 and 13 Provided always that transferred Employers' contributions shall not at any time rank as employees' contributions for the purposes of Rules 10 and 13

(*e*) Employees mentioned in Rule 3 (*b*) may apply for admission to the Scheme as from the date on which the Scheme comes into force or the first day of the month following the date on which they shall have become qualified for admission under this Rule whichever is the later

(*f*) Subject to the reasonable requirements of the Management Trustees employees mentioned in Rule 3 (*d*) will be admitted to the Scheme if they are nominated by their Employer for membership The effective date of their admission will be the first day of the month succeeding the date of their nomination subject to the qualifications as to probationary service and minimum age mentioned in this Rule Provided that the contributions of both the Employer and the Member and the benefits under these Rules may be decreased in respect of Members admitted to the Scheme in accordance with this paragraph in the event of the Employer becoming obliged by law to contribute to any State or other Scheme for the provision of pension or similar benefits for such Member provided that any such decrease in contributions and benefits shall be calculated in accordance with the advice of the Actuary

(*g*) Every employee as a condition of admission to membership shall sign an application for admission containing an undertaking in the form prescribed by the Management Trustees to be bound by the Trust Deed and these Rules It is a condition of membership that a birth certificate or other evidence of age satisfactory to the Management Trustees shall be produced to the Secretary within six months of the date of joining the Scheme

5. *Ante-Dating of Membership*

(*a*) In the case of any employee (other than a member or ex-member of the Imperial Airways Pension Scheme or the British Overseas Airways Corporation Pension Fund) who was at any time between the first day of January 1945 and the date on which the Scheme comes into force in the service of any Employer the period of such previous service except such part thereof as preceded his becoming qualified by such probationary service and age as is mentioned in Rule 4 (*a*) may be reckoned for purposes of the Scheme as a period of employment by that Employer provided that in respect of any period so to be reckoned there shall be paid by the employee and by that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as contributions by Member and Employer respectively in respect of such period

(*b*) In the case of any employee who immediately before entering the service of any Employer was employed by any undertaking which has been acquired by any Employer the period of his service since the first day of January 1945 with such undertaking may be reckoned for the purposes of the Scheme as a period of employment by the Employer which acquired the undertaking provided that in respect of any period so reckoned there shall be paid by the employee and by that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as contributions by Member and Employer respectively in respect of such period as the employee transfers to the Custodian Trustees pursuant to Rule 4 (*c*) his interest in such a Fund as is therein mentioned but so that in the last mentioned event the length of the period to be so reckoned shall be limited to such period as the amount or value of the interest so transferred is appropriate in accordance with these Rules to provide for, unless there is also paid by the employee and that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as contributions by Member and Employer respectively in respect of the balance of such period

(*c*) Subject as aforesaid and in order to meet the case of any person or class of persons (not being a person who is in receipt of a pension from any Pension or Superannuation Scheme to which the Employer is or is deemed to be a party) whom an Employer may determine that it is desirable in the interests of such Employer to admit to membership in special circumstances the Management Trustees shall upon the written request of such Employer admit such employee to membership of the Scheme in accordance with these Rules as if such membership had commenced on a date previous to the date of admission and on the basis of such pay as the Employer may determine to the intent that these Rules shall apply to such Member as though his membership had commenced at the beginning of such period but so that the pension payable to such Member shall not exceed the limits imposed by Rule 7 paragraphs (*g*) and (*h*) and in any such case there shall be paid to the Fund by the Employer such sum or equivalent series of sums if any as may be necessary to secure the additional benefit involved in such concession

6. *Contributions*

(*a*) Contributions are payable by a Member for the purpose of securing pension benefits only from the date of his admission to the Scheme until the normal retirement age or the actual retirement age if earlier at rates which depend on the category or categories (as specified in the First Table) to which he may from time to time belong

(*b*) The contributions of each Employer shall consist of:—

(i) Contributions at such rates certified by the Actuary from time to time as shall be required in addition to the contributions payable by the Members to provide the balance of the pension benefits and the whole of the Death and Accident Benefits of the Scheme in respect of persons becoming Members at the normal average age of entry such contributions to be payable at such times so far as possible as the Members' contributions are paid into the Fund

(ii) Such deficiency contributions if any as may be required in accordance with the provisions of any Scheme made pursuant to Clause 11 of the Trust Deed

7. *Amount of pay on which the contributions will be based*

For the purposes of calculating the contributions of Members the following rules shall apply:—

(*a*) The amount of the contribution of the Member whether in the United Kingdom or overseas shall be calculated according to the amount of his annual pay taken to the nearest pound Allowances overtime bonuses commissions and similar payments shall not in any circumstances be taken into account in fixing such contributions

(*b*) The annual pay of hourly-rated staff shall be calculated on the basis of a normal working week at the rate appropriate to the particular employee

(*c*) If a Member is absent from work through sickness the Employer will unless the Member during such absence is in receipt of full pay or disability benefit and so long as he is in the service of the Employer maintain his contributions without any right of recovery for a period not exceeding a total of 13 weeks in respect of any one sickness in any one period of 12 consecutive months Thereafter the Member's contributions will so long as he is in the service of the Employer be maintained by the Employer but on the Member's return to work recovery in whole or part may in respect of the excess period be effected by the Employer by deduction from the Member's pay or otherwise at the Employer's discretion having regard to individual circumstances

If a Member is temporarily laid off his contributions will so long as he is in the service of his Employer be maintained by the Employer for a period not exceeding 13 weeks in any one period of 12 consecutive months but on the Member's return to work recovery in whole or in part may be effected by the Employer by deduction from the Member's pay at the Employer's discretion having regard to individual circumstances

(*d*) In the case of employees whose total emoluments are not of a fixed amount the Employer will fix the average rate on which contributions are to be based

(*e*) The annual pay of a Member engaged on or subsequently transferred to a local currency basis outside the United Kingdom will for the purpose of fixing his contributions for the ensuing pension year be converted into sterling at a rate of exchange to be fixed by the Employer at the date of entry or transfer and thereafter on the first day of April in each year. The Member's contributions during such pension year will be the amount of currency required to produce at the rate of exchange so fixed the sterling sum appropriate to the Member's category

(*f*) If a Member in the event of war or national emergency or under any scheme of conscription or national service joins His Majesty's Forces or undertakes any other national or emergency service (such service with the Forces or other service unless compulsory to be with the consent of the Employer) but his contract of employment with the Employer has not been determined he shall while continuing in such military or other service be deemed to remain a Member and any amount received by him in respect of such military or other service shall to the extent to which the same is taken into account in fixing or suspending his pay be deemed to form part (or as the case may be the whole) of his pay in respect of which the contributions of the Member and the Employer are to be made but so that the Employer shall not be liable to make any contribution except subject to the prior payment of the appropriate contribution by the Member

(*g*) With the concurrence of the Management Trustees and of the Member the Employer may at his discretion in any case where circumstances appear to warrant fix the amount of the pay for pension purposes at a figure differing either from the actual pay or from the amount calculated in accordance with the foregoing Rules but so that the pension payable in such circumstances shall not exceed two-thirds of the highest rate of actual pay during any of the last 5 years of his service The appropriate category under the First Table will be determined according to the pay so fixed

(*h*) The pension of any Member shall not exceed £2000 per annum and in all cases where it can be reasonably foreseen by the Management Trustees that the amount of any Member's pension may be in excess of £2000 per annum then the contributions of the Member and the Employer shall be adjusted so that the resulting pension shall not exceed £2000 per annum

8. *Increases or Decreases of Pay*

In cases where the Member's pay has increased or decreased thereby causing increase or decrease in the rate of contributions and benefit no increase or decrease in contributions or benefit shall take place until the following first day of April and from that date the benefits to which he is entitled and the contributions both of the Member and of the Employer will be increased or decreased accordingly For the purpose of fixing the pay for pension purposes the rate of pay in force as at 1st January in any year shall be taken as the pay at the first day of April of that year Provided that in cases where an employee is admitted to the Scheme at a date other than 1st April his pay for pension purposes until the thirty-first day of March following the date of admission shall be his pay at the date of admission

9. *Pension Benefits*

(*a*) Subject to Rule 7 (*h*) a Member qualifies for a pension the amount whereof depends on his period of membership under these Rules and on the category or categories as specified in the First Table to which he may have belonged during that period The standard pensions payable to Members at the normal age of retirement are set out in the First Table

(*b*) In respect of persons joining the Scheme after the date on which the Scheme comes into force the Management Trustees shall at the request of the Corporations and subject to the consent of the Minister apply at the date of admission of such persons to the Scheme rates of contributions and benefits which differ from those contained in the First Table

10. *Death Benefits*

(*a*) In the event of the death of a Member his own contributions plus compound interest thereon at the rate of 2½ per centum per annum to the date of death become payable together with such amount as may be payable under either paragraph (*b*) or (*c*) of this Rule

(*b*) Subject to paragraph (*d*) of this Rule in the event of the death of a Member from any cause other than a death arising as a result and within six months of an accident the death benefit shall be a sum equal to twice the annual pay of the Member at the date of his death (subject to a minimum payment of £500 and a maximum payment of £10,000)

(*c*) Subject to paragraph (*d*) of this Rule in the event of the death of a Member arising as a result and within six months of an accident the death benefit shall be a sum equal to four times the annual pay of the Member at the date of his death (subject to a minimum payment of £1,000 and a maximum payment of £10,000) Provided that at the request of an Employer the Management Trustees may extend the period of six months referred to in this paragraph by such period as they think fit either generally or in any particular case

(*d*) If the death of a Member shall arise directly or indirectly from:

(i) Riding driving or flying on the part of the Member in any race or record breaking attempt or

(ii) Any wilful and serious breach on the part of a Member either of the criminal law or of the Regulations of his Employer in force from time to time

the death benefit provided by paragraphs (*b*) and (*c*) shall not be payable but there shall be payable in lieu thereof a sum equal to twice the amount payable under paragraph (*a*) provided that the amount payable shall not exceed the amount of the death benefit which would otherwise be payable under paragraph (*b*) or (*c*) as the case may be Nevertheless in any case arising under paragraph (*d*) (ii) of this Rule the Management Trustees may in their absolute discretion and by a Resolution passed by a majority of at least two thirds of all the Management Trustees for the time being award such benefit as they think fit in addition to the amount refunded to the Member under paragraph (*a*) of this Rule provided such benefit shall not exceed the maximum amount stated in paragraph (*c*) of this Rule

(*e*) In the event of the death before normal age of retirement of a former Member who has elected to take a deferred pension under Rule 13 (*b*) (ii) an amount equal to three times his own contributions plus compound interest thereon at the rate of 2½ per centum per annum to the date of death (but so that such sum shall not exceed five times the annual amount of his deferred pension) becomes payable

(*f*) The amounts referred to in this Rule shall be payable to the legal personal representative of the deceased Member or former Member

11. *Accident Benefits*

(*a*) In the event of the permanent total disablement total loss of sight total loss of two limbs or total loss of one limb and of the sight of one eye caused by and arising within six months of an accident suffered by a Member the benefit shall be a sum equal to the amount payable under Rule 10 (*c*)

(*b*) In the event of the total loss of the sight of one eye or the total loss of one limb caused by and arising within six months of an accident suffered by a Member the benefit shall be one-half of the amount payable under Rule 10 (*c*)

(*c*) Subject to a maximum of 52 consecutive weeks during any period in which a Member is totally incapacitated from following his usual employment and attending to business of any kind (other than the management of his private and domestic affairs) as the result of an accident occurring within six months prior to the date of commencement of incapacity there

shall be paid a sum equivalent to the pay (exclusive of the allowances and other payments mentioned in Rule 7 (*a*)) such Member would normally have received during the period Provided that for any period of such incapacity during which the Member shall be receiving pay from his Employer the payment to the Member under this paragraph shall be reduced by the amount of such pay and the latter amount shall be paid to or in accordance with the directions of the Employer

(*d*) At the request of an Employer the Management Trustees may extend the period of six months referred to in paragraphs (*a*) (*b*) and (*c*) of this Rule by such period as they think fit either generally or in any particular case

(*e*) No sum shall be paid under paragraphs (*a*) (*b*) or (*c*) of this Rule in the event of the disablement being caused by or arising from an accident suffered by a Member and arising directly or indirectly from any of the causes specified in paragraph (*d*) of Rule 10

(*f*) No ill-health pension in accordance with Rule 14 (*a*) shall be payable to a Member during any period of disablement in respect of which he is receiving benefit in accordance with paragraph (*c*) above

(*g*) For the purposes of this Rule permanent total disablement means a disablement which shall cause the Member to be permanently and totally incapacitated from following his usual employment and attending to business of any kind (other than the management of his private or domestic affairs) and loss of limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle

12. *Age of Retirement*

(*a*) The normal age of retirement is the age attained by the Member at the end of the calendar month immediately following his attainment of the age of 60 in the case of men and 55 in the case of women and Members' contributions will cease at that date

(*b*) If the employment of a Member is continued after the normal age of retirement the amount of the pension payable at retirement will be the actuarial equivalent of that payable at the normal age of retirement Provided that if such a person shall die or suffer injury before retiring on pension there shall be paid to him or to his legal personal representatives the accident or death benefit payable in accordance with Rules 10 and 11 but the cost of such benefits shall not be taken into account in assessing the actuarial equivalent of the pension payable at the normal age of retirement

13. *Withdrawals from Service*

(*a*) Members who leave the service of an Employer of their own volition after less than 5 years service will be repaid their own contributions plus compound interest thereon at the rate of 2½ per centum per annum

(*b*) Members who leave the service of an Employer of their own volition after 5 or more years' service or who not being persons to whom paragraph (*c*) of this Rule applies are discharged from the service of an Employer at any time or who at the request of an Employer retire from his service before their normal retirement ages shall have the option to accept one of the following alternatives:

(i) To receive back their own contributions plus compound interest thereon at the rate of 2½ per centum per annum

(ii) To receive a deferred pension commencing at the normal retirement age appropriate to their period of membership under these Rules according to the First Table

(iii) If within 10 years of their normal retirement age to receive an immediate but reduced pension being the actuarial equivalent of the pension payable under (*b*) (ii)

(*c*) Members who are discharged from the service of their Employer for misconduct or dishonesty or retire from such service in order in the opinion of the Employer to avoid such dismissal will be repaid their own contributions paid under these Rules plus compound interest thereon at the rate of 2½ per centum per annum

(*d*) In every case where the Management Trustees or the Custodian Trustees are liable to account to the Commissioners of Inland Revenue for Income Tax on any payment made to any Member under the provisions of this Rule a sum equivalent to the amount for which the Management Trustees or the Custodian Trustees have accounted will be deducted from such payment and if the Commissioners require any subsequent adjustment of the amount for which the Management Trustees or the Custodian Trustees account the necessary amount to effect such adjustment shall (as the case may be) be payable by or credited to the Member

(*e*) The Management Trustees on the written request of a Member shall pay any amount due from the Fund in respect of a Member's contributions under these Rules to any other pension or provident fund approved under Section 32 of the Finance Act 1921 (as amended) to be used as an initial payment on his membership of such fund The compliance with any such request on the part of the Member shall be a full discharge to the Management Trustees of all their obligations under these Rules in respect of the Member concerned

(*f*) The interest in the Fund of Members who by reason of a change in their occupational category cease to be general staff and so become subject to the Rules contained in any other part of the Schedule shall as from the date of such change be applied for or towards the benefits provided under the Rules contained in that part of the Schedule to which they then become subject

(*g*) For the purposes of this Rule contributions to the Imperial Airways Pension Scheme or to the British Airways Superannuation Scheme or to the B.O.A.C. Pension Fund shall be deemed to be contributions under the Scheme and service with Imperial Airways Limited or British Airways Limited shall be deemed to be service with an Employer

(*h*) A Member transferring from the service of one Employer to that of another shall not be deemed to have withdrawn from service for the purpose of this Rule and shall be entitled to count all service with any Employer in computing total service

14. *Ill-health Pensions*

(*a*) Subject to Rule 11 (*f*) a Member who retires before attaining the normal retirement age in consequence of incapacity to perform his duties arising from accident or mental or physical infirmity not resulting from his own misconduct or who is for the same reason discharged from the service of an Employer may subject to the conditions contained in paragraph (*c*) of this Rule with the consent of the Employer:—

(i) receive an immediate pension being the actuarial equivalent of the pension payable under Rule 13 (*b*) (ii) or

(ii) provided he has been in the service of an Employer for ten years receive an immediate pension equal in amount to the deferred pension referred to in Rule 13 (*b*) (ii) subject to a minimum of 1/6th of the upper limit of the category pay appropriate to the Member at the date of retirement or £52 per annum whichever is the greater

(*b*) Service with Imperial Airways Limited and British Airways Limited shall be deemed to be service with an Employer for the purpose of this Rule

(*c*) While any such person who is in receipt of a pension by virtue of paragraph (*a*) (ii) is under the normal retirement age:—

(i) the Management Trustees may at any time require him to furnish such evidence as they shall deem satisfactory of his continued incapacity to follow full employment and if he shall not furnish such evidence they may vary suspend or revoke his pension

(ii) if he recovers sufficiently to be able to earn an income the Management Trustees may from time to time vary suspend or revoke his pension as they think the circumstances justify provided that in the event of his death there shall be payable to his legal personal representative such sum (if any) as the Management Trustees on the advice of the Actuary consider just and reasonable having regard to the total cost of the ill-health pension already received and to his own and the Employer's contributions In the event of his withdrawal from the Scheme before the normal age of retirement and if he is not then in receipt of an ill-health pension there shall be payable to him such part of the amount of his own contributions as in the opinion of the Actuary has not been used to provide the ill-health pension already received So much of the Employer's contributions in respect of such person as shall be certified by the Actuary shall remain in the Fund

(*d*) If a person's pension has been varied suspended or revoked as aforesaid he shall on attaining the normal retirement age be entitled to a pension for life calculated according to Rule 9 whether his incapacity continues or not and whether or not he is earning an income In the case of a pension taken under this paragraph of this Rule the guaranteed five year period under Rule 15 shall be reduced by the aggregate of all periods during which an ill-health or normal pension has been paid

15. *Minimum Guaranteed Pension*

Pensions are payable on retirement during the remainder of the lifetime of the Member If a pensioner dies within five years of retiring on pension the payments for the remainder of the five year period will be payable in one payment to the personal representative of the deceased pensioner

16. *Optional Forms of Pension*

(*a*) Upon retirement (other than for reasons of ill-health) a Member need not necessarily take his pension as provided under the Scheme but may at any time before retirement notify the Management Trustees of his intention to surrender a part of the pension to which he would become entitled in accordance with these Rules for the purpose of providing for a named dependant (being his spouse or any of his children or any dependant nominated by him for the purpose and approved by the Management Trustees) a pension to commence at the date of his death Such a pension would be the amount certified by the Actuary as being the equivalent of the amount surrendered and would continue during the lifetime of the named dependant If such notification is made in the case of males after reaching the age of 55 and in the case of females after reaching the age of 50 it shall be at the discretion of the Management Trustees subject to a medical examination by a doctor nominated by them whether such a part surrender of pension is granted The Member shall in his notification to the Management Trustees state the amount of pension which he desires to surrender He may not surrender so much as would result in the pension payable to the named dependant being greater than the amount of the pension remaining to be paid to the Member

Any notification given under this Rule will be revoked if the Member leaves the service of the Corporation before attaining normal retirement age or if the Member or the named dependant dies before the Member's pension has commenced but otherwise shall not be revoked except with the consent of the Management Trustees who in giving their decision shall have regard to any exceptional circumstances which justify a request for revocation The guaranteed five year period under Rule 15 applies only to the part of the pension not surrendered

(*b*) At any time before retirement a Member may elect to receive a higher rate of pension during the first five years after the normal age of retirement which taking into account any Retirement Pension under the National Insurance Act 1946 or any Statutory modification thereof will provide

approximately a level rate of pension throughout retirement If such an arrangement is made the guaranteed five year period under Rule 15 will apply only to the amount of the normal pension or part of the Member's pension which was not surrendered under paragraph (*a*) as the case may be which would have been payable on retirement

(*c*) If the employment of a Member is continued after the normal age of retirement and such a Member has surrendered a part of his pension for the purpose of providing a pension for a named dependant in accordance with paragraph (*a*) of this Rule then in the event of such a Member dying before his pension has commenced such named dependant shall be entitled to receive a pension equivalent to the amount surrendered in accordance with the certificate of the Actuary and the personal representative of the deceased Member shall be entitled to receive the amount if any by which the death benefit payable by virtue of Rule 12 (*b*) exceeds the capitalised value of such pension at the date of death of the Member as certified by the Actuary

17. *Payment of pension*

(*a*) The first payment of all pensions will be made on the last day of the month (or quarter in the case of the pensions not exceeding £100 per annum) next following the date of retirement in respect of the period from the date of actual retirement Thereafter payments will be made monthly or quarterly in arrear The Management Trustees may from time to time require production of evidence satisfactory to them of the existence of the person entitled to the pension

(*b*) Pensions will be payable in sterling (United Kingdom currency) by cheque or draft on London unless in exceptional circumstances the Management Trustees otherwise decide Any such cheques or draft may be sent by post as a prepaid letter to the address notified by the recipient of the pension for the purpose and payment of any such cheque or draft if purporting to be endorsed by the person to whom the same was made payable shall be a good discharge to the Management Trustees

(*c*) If the pensioner is in the opinion of the Management Trustees suffering from any physical or other incapacity rendering him unable to manage his affairs or to give a proper receipt they may at their option cause the pension to be paid for his benefit to any relatives or dependants of the pensioner or to any institution and the receipt of the persons or institutions so paid shall be a complete discharge to the Management Trustees for the money paid and they shall not be under any liability to see to the application thereof

18. *Benefits not assignable*

Subject to the power of nomination conferred by these Rules neither pensions nor other benefits under the Scheme may be assigned or borrowed against and any purported assignment thereof or charge thereon will not be recognised by the Management Trustees and in the event of any such purported assignment or charge or if the beneficiary (being the Member or other person entitled to the pension or benefit) shall be adjudicated bankrupt or make a composition with creditors the Management Trustees shall be at liberty to forfeit the same in whole or in part or to apply the same in whole or in part for the benefit of any one or more of the following persons viz. the beneficiary the spouse and children of the beneficiary and any person who is in any way dependent on the beneficiary

19. *Lien on benefits for debts*

All pensions and benefits of a Member and other sums due in respect of a Member shall be liable for and stand charged with the settlement of any debts due by such Member to an Employer or to cover any losses caused to an Employer through his dishonesty or misconduct and the Management Trustees are authorised

to pay to an Employer out of the money available for such pensions or benefits the amount of such debts and losses (as to which the certificate of the Chief Accountant of an Employer or his duly authorised deputy shall be accepted as prima facie evidence) before making any payment to the Member or to any persons deriving title through him

20. *No Member to retire from the Scheme*

Save as provided by these Rules no Member shall have the right to resign from the Scheme or cease contributing to the Fund

21. *Saving rights of the Employer*

Nothing in the Trust Deed or in these Rules shall in any way restrict the right of an Employer to determine the employment of a Member

22. *Meetings of Members*

A meeting of the Members may be convened or a postal ballot taken by the Management Trustees and shall be convened or taken by them on requisition in writing by an Employer or by any fifty Members Not less than twenty-eight clear days notice of the time and place of such meeting or of such postal ballot and of the general nature of the business to be dealt with shall be given to the persons entitled to vote by serving the same on them by posting on the Staff Notice Boards at the offices of the Corporations and so that all notices so posted shall be deemed to be served on the day following such posting Provided nevertheless as follows:—

(*a*) The persons entitled to receive notice of a meeting or a postal ballot and to vote shall be Members and any such person may appoint any other such person as proxy to vote for him in which case on a poll the Member so appointed shall have one vote for himself and one vote for every Member for whom he acts as proxy

(*b*) Subject as aforesaid the Management Trustees may prescribe the procedure to be adopted as to the service of notices and in connection with any such meeting or postal or written ballot including power to make provision for the chairmanship of meetings and for the form and method of voting by proxy and for the taking of a poll and for delivery and counting of postal ballot papers outside the United Kingdom and the acceptance of cabled results of such count and so that the accidental omission to serve by posting or otherwise a notice of meeting or of a resolution for determination by postal or written ballot or the non-receipt thereof by a Member shall not affect the validity of the proceedings in accordance with which the voting is taken

(*c*) A minute signed by the Chairman of any meeting or a memorandum signed by the persons appointed to count the ballot papers as to the result of any postal ballot shall unless the contrary is proved be accepted as sufficient evidence that the meeting was duly convened and held and of the result of the meeting or of the result of the ballot as the case may be and the Employers and the Management Trustees and the Custodian Trustees and others acting thereon in good faith shall be protected

23. *Workmen's Compensation Act*

If the Member or his personal representative shall make any claim against an Employer for compensation under the Workmen's Compensation Acts 1925-1943 or under any law which provides against " contracting out " for the time being in force then the Management Trustees shall be entitled to retain all moneys payable under the Scheme in respect of the same accident until the claims so made shall have been finally disposed of whereupon the Management Trustees shall be entitled before payment of such moneys to the Member or his personal representative to deduct an amount equal to the aggregate sums received by the Member or his personal representative as a result of any claim and to retain for the use of the Employer the amount so deducted

24. *Renunciation of liability*

In consideration of the benefits provided hereunder each Member agrees with his Employer as part of the terms of his employment and undertakes for himself and for his executors and administrators dependants and representatives and for any person who would but for this Rule become entitled to rights against his Employer as a result of the Member's death to look only to the benefits provided under the Scheme in case of injury arising out of and in the course of his employment whether resulting in death or not and the Member further undertakes and agrees that neither his Employer nor any of its servants shall be liable to him or to his executors or administrators dependants or representatives or to any such person as aforesaid for and in respect of any default negligence act or omission of the Employer or its servants for which any claim might have been made either under the Employers Liability Act 1880 or under the Fatal Accidents Act 1846 or at Common Law or in any way otherwise howsoever Provided always that if the appropriate benefits shall not become payable to the Member or to his executors or administrators dependants or representatives for any reason whatsoever other than any act or omission of the Member then the Member and his executors administrators dependants and representatives and any such person as aforesaid shall be entitled to all the rights (if any) against his Employer under either the Employers Liability Act 1880 or under the Fatal Accidents Act 1846 or at Common Law or in any way otherwise howsoever to which they would respectively have been entitled but for the provisions of this Rule

25. *Previous insurance arrangements*

On admission to the Scheme the Member automatically renounces all rights in connection with any previous arrangement he may have entered into with his Employer whereby he was insured against death or injury except in respect of then existing claims

26. *Requirements of insurers*

The Member is required to comply with the reasonable requirements (if any) of the Insurers (if any) with whom the Management Trustees maintain or effect policies pursuant to Clause 6 (*a*) (viii) of the Trust Deed

27. *Copies of the Trust Deed and Rules to be supplied to Members and others*

The Minister and every Member and person having rights in the Fund and any of the Corporations shall be entitled on demand made by him to receive one copy of the Trust Deed and these Rules and of all amendments thereto of the annual Statement of Accounts and Balance Sheet of the Fund and the Auditor's Report thereon and of the Actuary's Valuation Report Additional copies shall be made available on such terms as the Management Trustees decide

28. *Amendments and additions to Rules*

These Rules may be amended or added to in accordance with the provisions of the Trust Deed

THE FIRST TABLE

Category	Pay			Employees' Contributions		Pension per annum at normal retirement age for each year of service in the category
	Per annum	Per week		Per annum	Per week	
	£	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1	Up to 224	Up to	4 6 5	5 4 0	2 0	2 0 0
2	225— 249	4 6 6—	4 16 1	6 10 0	2 6	2 10 0
3	250— 274	4 16 2—	5 5 8	7 16 0	3 0	3 0 0
4	275— 299	5 5 9—	5 15 4	9 2 0	3 6	3 10 0
5	300— 324	5 15 5—	6 4 11	10 8 0	4 0	4 0 0
6	325— 349	6 5 0—	6 14 6	11 14 0	4 6	4 10 0
7	350— 374	6 14 7—	7 4 2	13 0 0	5 0	5 0 0
8	375— 399	7 4 3—	7 13 9	14 6 0	5 6	5 10 0
9	400— 424	7 13 10—	8 3 5	15 12 0	6 0	6 0 0
10	425— 449	8 3 6—	8 13 0	16 18 0	6 6	6 10 0
11	450— 474	8 13 1—	9 2 7	18 4 0	7 0	7 0 0
12	475— 499	9 2 8—	9 12 3	19 10 0	7 6	7 10 0
13	500— 549	9 12 4—10	11 5	20 16 0	8 0	8 0 0
14	550— 599	10 11 6—11	10 8	23 8 0	9 0	9 0 0
15	600— 649	11 10 9—12	9 11	26 0 0	10 0	10 0 0
16	650— 699	12 10 0—13	9 2	28 12 0	11 0	11 0 0
17	700— 749	13 9 3—14	8 5	31 4 0	12 0	12 0 0
18	750— 799	14 8 6—15	7 7	33 16 0	13 0	13 0 0
19	800— 849	15 7 8—16	6 10	36 8 0	14 0	14 0 0
20	850— 899	16 6 11—17	6 1	39 0 0	15 0	15 0 0
21	900— 949	17 6 2—18	5 4	41 12 0	16 0	16 0 0
22	950— 999	18 5 5—19	4 6	44 4 0	17 0	17 0 0
23	1,000—1,099	19 4 7—21	3 0	46 16 0	18 0	18 0 0
24	1,100—1,199	21 3 1—23	1 5	52 0 0	1 0 0	20 0 0
25	1,200—1,299	23 1 6—24	19 11	57 4 0	1 2 0	22 0 0
26	1,300—1,399	25 0 0—26	18 5	62 8 0	1 4 0	24 0 0
27	1,400—1,499	26 18 6—28	16 10	67 12 0	1 6 0	26 0 0
28	1,500—1,599	28 16 11—30	15 4	72 16 0	1 8 0	28 0 0
29	1,600—1,699	30 15 5—32	13 9	78 0 0	1 10 0	30 0 0
30	1,700—1,799	32 13 10—34	12 3	83 4 0	1 12 0	32 0 0
31	1,800—1,899	34 12 4—36	10 8	88 8 0	1 14 0	34 0 0
32	1,900—1,999	36 10 9—38	9 2	93 12 0	1 16 0	36 0 0
33	2,000—2,249	38 9 3—43	5 4	98 16 0	1 18 0	38 0 0
34	2,250—2,499	43 5 5—48	1 5	111 16 0	2 3 0	43 0 0
35	2,500—2,749	48 1 6—52	17 7	124 16 0	2 8 0	48 0 0
36	2,750—2,999	52 17 8—57	13 9	137 16 0	2 13 0	53 0 0
37	3,000—3,249	57 13 10—62	9 11	150 16 0	2 18 0	58 0 0
38	3,250—3,499	62 10 0—67	6 1	163 16 0	3 3 0	63 0 0
39	3,500—3,749	67 6 2—72	2 3	176 16 0	3 8 0	68 0 0
40	3,750—3,999	72 2 4—76	18 5	189 16 0	3 13 0	73 0 0
41	4,000—4,249	76 18 6—81	14 6	202 16 0	3 18 0	78 0 0
42	4,250—4,499	81 14 7—86	10 8	215 16 0	4 3 0	83 0 0
43	4,500—4,749	86 10 9—91	6 10	228 16 0	4 8 0	88 0 0
44	4,750—4,999	91 6 11—96	3 0	241 16 0	4 13 0	93 0 0
45	5,000 and over	96 3 1		254 16 0	4 18 0	98 0 0