1953 No. 1296

The Airways Corporations (Radio, Navigating and Engineer Officers Pensions) Regulations, 1953

Made - - - - 19*th August,* 1953

The Minister of Civil Aviation, in exercise of the powers conferred upon him by Section 21 of the Air Corporations Act, 1949(a), and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

1.—(1) The Joint Pension Scheme established and maintained in accordance with the provisions of the Airways Corporations (General Staff Pensions) Regulations, 1948(b), as amended(c)(d)(e), shall include Radio, Navigating and Engineer Officers and accordingly paragraph (1) of Regulation 2 thereof shall be amended by the deletion of the words " other than Navigating Officers, Radio Officers and Engineer Officers ".

(2) The said Scheme so far as it relates to Radio, Navigating and Engineer Officers shall be in accordance with the provisions of the Trust Deed, a copy of which is set out in the Schedule to the Airways Corporations (General Staff Pensions) Regulations, 1948, as amended by Deeds, copies of which are set out in the Schedules to the Airways Corporations (General Staff Pensions) Regulations, 1950(c), the Airways Corporations (Pilots Pensions) Regulations, 1951(d), and the Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1953(e), and to the Rules and Tables in the Schedule to a Deed dated the seventh day of August, 1953, a copy of which is set out in the Schedule to these Regulations.

(3) The said Deed dated the seventh day of August, 1953, is hereby accordingly confirmed and shall come into force on the same date as these Regulations.

2. The Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1953, shall be amended in accordance with the following provision—

In the Schedule for the words " British Airways Corporation " there shall be substituted the words " British Overseas Airways Corporation ".

3.—(1) These Regulations may be cited as the Airways Corporations (Radio, Navigating and Engineer Officers Pensions) Regulations, 1953.

(2) These Regulations shall be construed as one with the Airways Corporations (General Staff Pensions) Regulations, 1948, and those Regulations, the Airways Corporations (General Staff Pensions) Regulations, 1950, the Airways Corporations (Pilots Pensions) Regulations, 1951, the Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1953, and these Regulations may be cited together as the Airways Corporations (Pensions) Regulations, 1948 to 1953.

(3) The Interpretation Act, 1889(f), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

Dated this 19th day of August, 1953.

Alan Lennox-Boyd,
Minister of Civil Aviation.

(a) 12, 13 & 14 Geo. 6. c. 91.
(b) S.I. 1948/2361; Rev. I, p. 1275; 1948 I, p. 437.
(c) S.I. 1950/2056; 1950 I, p. 341.
(d) S.I. 1951/527; 1951 I, p. 243.
(e) S.I. 1953/611, p. 227 above.
(f) 52 & 53 Vict. c. 63.

SCHEDULE

THIS DEED is made the seventh day of August One thousand nine hundred and fifty-three BETWEEN BRITISH OVERSEAS AIRWAYS CORPORATION whose principal office is situate at Airways House Great West Road Brentford in the County of Middlesex and BRITISH EUROPEAN AIRWAYS CORPORATION whose principal office is situate at Keyline House Northolt in the County of Middlesex aforesaid (hereinafter called "the Corporations") of the first part LORD KERSHAW RANKIN LORIMER WEIR ROBERT WATSON BERNARD GEORGE PORTER JAMES OGILVY BLAIR-CUNYNGHAME KENNETH WILLIAM BEVAN JAMES MILLER EDWIN JOHN CURTIS AVON SPURGIN LUCKING CHARLES EWDARD PHILLIPS ALAN MURRAY CAPTAIN CHARLES GEORGE KLIMCKE The Management Trustees for the time being of the Airways Corporations Joint Pension Scheme (hereinafter called "the Management Trustees") 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 and is SUPPLEMENTAL (1) to a Deed dated the Eighth day of October One thousand nine hundred and forty-eight and made between the Corporations and British South American Airways Corporation of the first part and Graham Temple Meller and others of the second part and the Custodian Trustees of the third part which Deed (hereinafter called "the 1948 Deed") was confirmed by the Minister of Civil Aviation pursuant to Section 20 of the Civil Aviation Act 1946 by Regulations made the Twenty-fifth day of October One thousand nine hundred and forty-eight (2) to a Deed (hereinafter called "the 1950 Deed") dated the Thirteenth day of September One thousand nine hundred and fifty and made between the Corporations of the first part John Edward Valentine Tyzack and others of the second part and the Custodian Trustees of the third part which Deed was confirmed by the Minister of Civil Aviation pursuant to Section 21 of the Air Corporations Act 1949 by Regulations made the Eleventh day of December One thousand nine hundred and fifty (3) to a Deed (hereinafter called "the 1951 Deed") dated the Sixteenth day of February One thousand nine hundred and fifty-one and made between the Corporations of the first part and John Edward Valentine Tyzack and others of the second part and the Custodian Trustees of the third part which Deed was confirmed by the Minister of Civil Aviation pursuant to Section 21 of the Air Corporations Act 1949 by Regulations made the Twenty-seventh day of March One thousand nine hundred and fifty-one and (4) to a Deed (hereinafter called "the 1953 Deed") dated the Twenty-fourth day of March One thousand nine hundred and fifty-three and made between the Corporations of the first part the Right Honourable Lord Kershaw and others of the second part and the Custodian Trustees of the third part which Deed was confirmed by the Minister of Civil Aviation pursuant to Section 21 of the Air Corporations Act 1949 by Regulations made the Thirty-first day of March One thousand nine hundred and fifty-three

WHEREAS:—

(1) The parties hereto are desirous of adding to the Rules contained in the Schedule to the 1948 Deed in the manner hereinafter appearing

(2) At a meeting of the Management Trustees held on the Thirtieth day of June One thousand nine hundred and fifty-three the said Lord Kershaw and the said Avon Spurgin Lucking were appointed to execute this Deed in accordance with the provisions of Clause 18 of the 1948 Deed

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. THE Rules contained in the Schedule hereto shall be added to and become a part of the Schedule to the 1948 Deed and shall be known as "Rules Part III—Radio Navigating and Engineer Officers"

2. SAVE as expressly altered amended or varied hereby the 1948 Deed the 1950 Deed the 1951 Deed and the 1953 Deed shall continue and remain in force and shall have effect as if the alterations amendments or variations herein set out were inserted therein

3. THIS Deed is conditional on its being confirmed by Regulations made by the Minister of Civil Aviation under Section 21 of the Air Corporations Act 1949 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 Corporation 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 in the presence of:—

(L.S.) *J. Ronald McCrindle,* Member.

K. H. Staple, Secretary.

GIVEN UNDER THE COMMON SEAL of British European Airways Corporation in the presence of:—

(L.S.) *Peter Masefield,* Member.

H. E. Marking, Secretary.

SIGNED SEALED AND DELIVERED by the said Lord Kershaw in the presence of:— *Kershaw.*

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

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

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

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

(L.S.) *Kershaw,* Director.

S. R. Brimblecombe, Secretary.

THE SCHEDULE above referred to

RULES

PART III—RADIO, NAVIGATING AND ENGINEER OFFICERS

1. *Definitions*

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

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

(*b*) "Officers" means full time Employees of the Corporations who normally carry out the duties of Radio Officer, Navigating Officer or Engineer Officer of Aircraft.

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

(*d*) "Officer's own Contributions" means such Contributions as an Officer shall have made to the Scheme and where his interest in the British Overseas Airways Corporation Pension Fund and Staff Insurance Scheme or any other similar Scheme has been transferred as provided in Rules 4 (*c*) and 5 (*b*) his Contributions to that Scheme.

(*e*) "Service" means continuous service as an Officer with one or more of the Corporations immediately prior to retirement under these Rules.

2. *Application*

These Rules relate to Members who are Officers.

3. *Membership*

No Officer having attained the age of 35 years on the date on which he is appointed an Officer by his Employer shall be eligible to join the Scheme and (except as otherwise expressly provided by these Rules) it shall be a compulsory condition of service for all full-time Officers engaged by an Employer after the first day of August 1946 where their age at the date of engagement as Officers did not exceed 35 years to join the Scheme under the terms of these Rules provided that this condition shall not apply in the case of Officers engaged outside the United Kingdom and who are not domiciled within the United Kingdom.

An Employer may however either at the request of an Officer or by the terms of any Service Agreement entered into between an Employer and an Officer agree to waive the requirements of this Rule as to that Officer.

4. *Admission to the Scheme*

(*a*) Officers who are compelled under Rule 3 to join the Scheme will be admitted to the Scheme on the date on which they are appointed as Officers by their Employer.

(*b*) Every Officer shall, as a condition of admission to Membership of the Scheme, 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.

(*c*) Officers who are Members of the British Overseas Airways Corporation Pension Fund and Staff Insurance Scheme shall be admitted to the Scheme provided that they agree to the transfer to the Custodian Trustees of the whole of their interest in that Scheme.

5. *Ante-Dating of Membership*

(*a*) In the case of any Officer (not being a Member of British Overseas Airways Corporation Pension Fund and Staff Insurance Scheme) who was at any time between the 1st August 1946 and the date on which this part of the Scheme comes into force in the service of any Employer the period of such previous service shall be reckoned for the 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 Officer and by that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as Contributions by the Officer and Employer respectively for such period.

(*b*) In the case of any Officer (not being a Member of British Overseas Airways Corporation Pension Fund and Staff Insurance Scheme) 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 1st 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 Officer and by that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as Contributions by the Officer and Employer respectively for such period as the Officer transfers to the Custodian Trustees his interest in any other Pension Scheme or Fund of which he may be a Member, 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 Officer and that Employer such sums or equivalent series of sums as may in accordance with the Rules be appropriate as contributions by the Officer and Employer respectively in respect of the balance of such period.

6. *Contributions*

(*a*) Contributions are payable by Officers for the purpose only of securing Pension Benefits from the date of their admission to the Scheme for a period of twenty years or a period ending on the date on which membership of the Scheme ceases, whichever is the shorter, at rates which depend upon the category or categories (as specified in the First Table) to which Officers may from time to time belong. Contributions payable by Officers shall be paid at the end of each calendar month and shall be calculated under the First Table hereof at the rate of pay current on the first day of each month.

(*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 Officer to provide the balance of the Pension Benefits and the whole of the Death and Accident Benefits of the Scheme, such Contributions to be payable at such time, so far as possible, as the Officers' Contributions are paid in to the Fund. Provided always that the Employer's Contributions in respect of each Officer shall commence from the date of the admission of such Officer and shall be payable until he attains his fiftieth birthday in accordance with Rule 12 hereof and provided also that the Employers' Contributions shall cease on the date an Officer withdraws from the Scheme or retires on Pension in accordance with the provisions of Rule 12 if such date is earlier than the date of the Officer's fiftieth birthday.

(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.

(*c*) If an Officer in the event of War or national emergency or under any Scheme of Conscription or National Service joins Her 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 Officer 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 Officer.

7. *Amount of pay on which Contributions will be based*

The amount of Contribution of the Officer, whether in the United Kingdom or overseas, shall be calculated according to the amount of his annual pay taken to the nearest £ as shown in the First Table hereof. Allowances, overtime, bonuses, commissions and similar payments shall not in any circumstances be taken into account in fixing such Contributions.

8. *Minimum guaranteed pension*

Pensions are payable on retirement during the remainder of the lifetime of the Officer. 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. Provided that at the option of the Officer on retirement from the service of an Employer and having attained the age of forty-five years (but subject to the requirements of the Management Trustees regarding the health of the Officer at the date of retirement) the guaranteed period may be extended, the Pension being reduced in accordance with the Fourth Table hereof.

9. *Optional forms of pension*

(*a*) Upon retirement (other than for reasons of ill-health) an Officer 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 by an Officer after he has attained the age of forty-five years or if he retires before having attained the age of fifty years 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 Officer 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 Officer.

Any notification given under this Rule will be revoked if the Officer leaves the service of the Employer other than by retirement under the circumstances contemplated in Rule 12 hereof before attaining fifty years of age or if the Officer or the named dependant dies before the Officer's retirement (except as is provided in paragraph (*b*) hereof) 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 period under Rule 8 applies only to the part of the pension not surrendered.

(*b*) If the employment of an Officer is continued after the age of fifty years and such an Officer 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 an Officer dying before his retirement as an Officer 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 Officer shall be entitled to receive the amount by which the death benefit payable by virtue of Rule 10 exceeds the capitalised value of such pension at the date of death of the Officer as certified by the Actuary. If, however, the capitalised value of the pension surrendered exceeds the amount of the death benefit payable by virtue of Rule 10 the amount of the pension payable to the named dependant shall be reduced by such amount as is certified by the Actuary so that the capitalised value of the pension payable to the named dependant is equal to the appropriate death benefit payable under Rule 10.

10. *Death benefits*

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

(*b*) Subject to paragraph (*d*) of this Rule in the event of death of an Officer 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 Officer at the date of his death subject to a maximum payment of £10,000 in accordance with the scale set out in the First Table hereto.

(*c*) Subject to paragraph (*d*) of this Rule in the event of death of an Officer 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 Officer at the date of his death, subject to a maximum payment of £10,000 in accordance with the scale set out in the First Table hereto. Provided that 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*) (i) If the death of an Officer shall arise directly or indirectly from riding driving or flying on the part of that Officer in any race or record breaking attempt except where such race or record breaking attempt occurs in the course of his duties 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 of the Officer's own contributions plus compound interest thereon at the rate of 2½ per cent per annum to the date of death 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.

(ii) If the death of an Officer shall arise directly or indirectly from any wilful and serious breach on the part of that Officer 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 the amount of the Officer's own contributions plus compound interest thereon at the rate of 2½ per cent. per annum to the date of death.

(*e*) Any sums payable under this Rule to the Estate of a deceased Officer shall be reduced by the amount paid, or payable under Rule 11 paragraph (*a*) or (*b*) hereof in respect of any accident which shall prove fatal within six months of the date of such accident.

(*f*) The amounts referred to in this Rule shall be payable to the Legal Personal Representative of the deceased Officer.

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 the sight of one eye, caused by and arising within six months of an accident suffered by an Officer, 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 an Officer, 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 an Officer is totally incapacitated from following his usual employment 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 allowances and other payments mentioned in Rule 7) such Officer would normally have received during the period. Provided that for any period of such incapacity during which the Officer shall be receiving pay from his Employer, the payment to the Officer 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*) Any Officer in receipt of payments under the last preceding paragraph may engage in or undertake employment other than his usual employment during any period in which he is totally incapacitated from following his usual employment provided he informs the Management Trustees in writing of his intention to engage in or undertake such employment whereupon the payment to the Officer under the last preceding paragraph shall be reduced by the amount of any emoluments or profits accruing to the Officer from such other employment and the latter amount shall be paid to or in accordance with the directions of the Employer.

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

(*f*) 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 an Officer and arising directly or indirectly from any of the causes specified in paragraph (*d*) of Rule 10.

(*g*) For the purpose of this Rule permanent total disablement means a disablement which shall cause the Officer 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. *Retirement on Pension*

(*a*) An Officer having completed fifteen years' service with an Employer and having retired from flying duties shall provided he has attained at least the age of 45 years be entitled to an Immediate Pension in accordance with the Third Table hereof provided always that retirement from flying duties with an Employer before the Officer shall have attained the age of fifty years shall be with the prior consent of his Employer such consent not to be unreasonably withheld and to be given in all cases where the Officer ceases to be qualified to hold through reasons of health or accident such Licence as an Officer as is required by his Employer to enable him to carry out his duties as an Officer with that Employer.

(*b*) In any case where the employment of an Officer is continued after he attains his fifty-fifth birthday then the pension payable at retirement will be the actuarial equivalent of that payable to him at his fifty-fifth birthday. Provided that if such an Officer shall die or suffer injury before retiring on Pension there shall be paid to him or to his legal personal representative the death or accident 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 on his fifty-fifth birthday.

13. *Withdrawals from Service*

(*a*) An Officer who leaves the service of his Employer or changes his occupational category before becoming entitled to an Immediate Pension in accordance with the last preceding Rule and whose withdrawal arises through his ceasing to be qualified to hold as a consequence of health or accident such Licence as is required by his Employer to enable him to carry out his duties as an Officer with that Employer, will be paid an Immediate Pension, the amount of which shall be as set out in the Second Table hereof if his age at withdrawal is less than 45 years or as set out in the Third Table hereof if his age at withdrawal is 45 years or over. In cases where such Immediate Pension is less than £20 per annum, the amount thereof shall be commuted and the capital value as certified by the Actuary shall be payable on withdrawal to the retiring Officer in lieu of an Immediate Pension.

(*b*) An Officer who leaves the service of his Employer before becoming entitled to a pension under Rule 12 and is not entitled to an immediate pension under paragraph (*a*) of this Rule, but who has completed not less than 10 years' service as an Officer and is not a person to whom paragraph (*d*) of this Rule applies may if he so elects, receive in lieu of the return of contributions with compound interest as specified in paragraph (*c*) of this Rule a deferred pension payable from age 50 in accordance with the Fifth Table hereof. The election to take such a Deferred Pension shall be notified by the Officer to the Management Trustees at or before the date of his leaving the service of his employer. In the event of the death before he attains age 50 of a former Officer who so elects, an amount equal to his own contributions together with compound interest thereon at the rate of 2½ per cent. per annum up to the date of death shall be payable to his personal representatives.

(*c*) In all other cases of withdrawal (other than by retirement in accordance with Rule 12 or paragraph (*a*), (*b*) or (*d*) of this Rule or through a change in occupational category) the retiring Officer will be repaid his own contributions plus compound interest thereon at the rate of 2½ per cent. per annum up to the date of leaving.

(*d*) Officers who are discharged from the service of their Employers 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

to the Scheme plus compound interest thereon at the rate of 2½ per cent. per annum.

(*e*) An Officer transferring directly 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. Provided always that service as an Officer in respect of which a Pension is payable under these Rules shall not be counted as service with an Employer for purposes of other parts of the Scheme.

14. *Income Tax*

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 Officer under the provisions of this part of the Schedule, a sum equivalent to the amount for which the Management Trustees or the Custodian Trustees have accounted or are liable to account 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 Officer.

15. *Transfer to other Schemes*

The Management Trustees, on the written request of an Officer shall pay any amount due from the Fund in respect of an Officer's own 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 shall be a full discharge to the Management Trustees of all their obligations under these Rules in respect of the Officer concerned.

16. *Change in occupational category*

(*a*) If an Officer by reason of a change in his occupational category, ceases to be an Officer and becomes subject to the Rules contained in any other Part of the Schedule then upon the written request of the Officer his pension under Rule 12 or under Rule 13 (*a*) hereof (other than any part thereof which he may have surrendered under Rule 9 hereof) may if his age at the date of any change in occupational category was 45 years or more be deferred until such date as the Officer may ultimately elect, from which date the pension will be payable at such higher rate as shall be certified by the Actuary.

(*b*) If an Officer, by reason of a change in his occupational category ceases to be an Officer and becomes subject to the Rules contained in any other Part of the Schedule then his pension under Rule 13 (*a*) if his age at the date of such change in occupational category was under 45 years may at the request of the Officer or his Employer be deferred until such date as the Officer may ultimately leave the service of his Employer, from which date such pension will be payable at such higher rate as shall be certified by th Actuary.

(*c*) In the event of the death of such a former Officer, as is referred to in paragraphs (*a*) or (*b*) hereof, before his pension has commenced there shall be paid to his personal representatives in one payment a sum equal to the total of the amounts he would have received by way of such pension but for deferment accumulated at compound interest at the rate of 2½ per cent. per annum up to the date of death or the amount of such pension for five years, whichever is the greater.

(*d*) If an Officer by reason of a change in his occupational category ceases to be an Officer and becomes subject to the Rules contained in any other Part of the Schedule, and if such Officer has no entitlement to pension under Rule 12 or under Rule 13 (*a*) hereof, then his interest in the Fund at the date of such change in occupational category shall be transferred and become subject to the Rules contained in the other Part of the Schedule to which the Officer shall transfer, and in respect of such interest, the Officer shall receive such additional pension as shall be certified by the Actuary, from Normal Retirement Age in

accordance with the Rules contained in the Part of the Schedule to which the Officer shall then be subject. In the event of the death of such an Officer whilst he is still in the service of the Employer a sum equal to the contributions paid by the Officer under this Part of the Schedule together with compound interest thereon at the rate of 2½ per cent. per annum up to the date of death shall be payable to his personal representatives.

(*e*) Any Officer admitted under the Rules of any other Part of the Schedule shall be entered thereunder as a new Member.

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 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 cheque 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*

Pensions or other Benefits under the Scheme may not 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 Officer 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 Pension 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 an Officer and other sums due in respect of an Officer shall be liable for and stand charged with the settlement of any debts due by such Officer to an Employer, or to cover any losses caused to an Employer through the dishonesty or misconduct of an Officer, 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 authorised Deputy shall be accepted as prima facie evidence) before making any payment to the Officer or to any persons deriving title through him.

20. *No Officer to Retire from the Scheme*

Save as provided by these Rules no Officer shall have the right to withdraw from the Scheme or cease contributing to the Fund.

21. *Saving Rights of 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 an Officer.

22. *Meetings of Members*

A Meeting of the Officers of the Scheme to whom these Rules apply 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 twenty-five Officers. Not less than thirty-five 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 Officers and any such person may appoint any other such person as proxy to vote for him, in which case on a poll the Officer so appointed shall have one vote for himself and one vote for every Officer for whom he acts as proxy.

(*b*) Subject as aforesaid, the Management Trustees shall 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 an Officer 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 Corporations and the Management Trustees and the Custodian Trustees and others acting thereon in good faith shall be protected.

23. *Renunciation of Liability*

In consideration of the benefits provided hereunder, each Officer 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 Officer'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 Officer 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 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 Officer or to his executors or administrators dependants or representatives for any reason whatsoever other than any act or omission of the Officer, then the Officer 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.

24. *Requirements of Insurers*

Every Officer undertakes to comply with the reasonable requirements (if any) of Insurers (if any) with whom the Management Trustees may maintain or effect Policies pursuant to Clause 6 (*a*) (viii) of the Trust Deed.

25. *Copies of Trust Deed and Rules to be Supplied to Officers and Others*

The Minister and every Officer 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.

26. *Amendments and Additions to Rules*

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

FIRST TABLE

AMOUNT OF CONTRIBUTIONS PER ANNUM PAYABLE BY MONTHLY INSTALMENTS FOR 20 YEARS FROM DATE OF ENTRY OR FROM 1ST JUNE, 1947, TO DATE OF RETIREMENT WHICHEVER IS THE SHORTER PERIOD AND AMOUNT OF DEATH BENEFITS PAYABLE IN ADDITION TO THE RETURN OF THE MEMBER'S OWN CONTRIBUTIONS IN ACCORDANCE WITH RULE 10.

Basic Pay (exclusive of Pension Contributions) per annum	Contributions—Payable under Rule 6		Death Benefits payable under Rule 10	
	Per Annum	Per Month	Under para. (*b*)	Under para. (*c*)
	£ s. d.	£ s. d.	£	£
Up to £550	27 10 0	2 5 10	1,100	2,200
£551—£575	28 15 0	2 7 11	1,150	2,300
£576—£600	30 0 0	2 10 0	1,200	2,400
£601—£625	31 5 0	2 12 1	1,250	2,500
£626—£650	32 10 0	2 14 2	1,300	2,600
£651—£675	33 15 0	2 16 3	1,350	2,700
£676—£700	35 0 0	2 18 4	1,400	2,800
£701—£725	36 5 0	3 0 5	1,450	2,900
£726—£750	37 10 0	3 2 6	1,500	3,000
£751—£775	38 15 0	3 4 7	1,550	3,100
£776—£800	40 0 0	3 6 8	1,600	3,200
£801—£825	41 5 0	3 8 9	1,650	3,300
£826—£850	42 10 0	3 10 10	1,700	3,400
£851—£875	43 15 0	3 12 11	1,750	3,500
£876—£900	45 0 0	3 15 0	1,800	3,600
£901—£925	46 5 0	3 17 1	1,850	3,700
£926—£950	47 10 0	3 19 2	1,900	3,800
£951—£975	48 15 0	4 1 3	1,950	3,900
£976—£1,000	50 0 0	4 3 4	2,000	4,000
£1,001—£1,025	51 5 0	4 5 5	2,050	4,100
£1,026—£1,050	52 10 0	4 7 6	2,100	4,200
£1,051—£1,075	53 15 0	4 9 7	2,150	4,300
£1,076—£1,100	55 0 0	4 11 8	2,200	4,400
£1,101—£1,125	56 5 0	4 13 9	2,250	4,500
£1,126—£1,150	57 10 0	4 15 10	2,300	4,600
£1,151—£1,175	58 15 0	4 17 11	2,350	4,700
£1,176—£1,200	60 0 0	5 0 0	2,400	4,800
£1,201—£1,225	61 5 0	5 2 1	2,450	4,900
£1,226—£1,250	62 10 0	5 4 2	2,500	5,000

SECOND TABLE

PENSIONS PAYABLE UNDER RULE 13 (*a*)

Age last Birthday at withdrawal	Age next birthday at entry																Age last Birthday at withdrawal
	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
21	6	—															21
22	9	6	—														22
23	15	9	6	—													23
24	21	15	12	6	—												24
25	27	21	18	12	6	—											25
26	33	27	24	18	12	6	—										26
27	39	33	30	24	21	15	6	—									27
28	45	42	36	33	27	21	15	9	—								28
29	54	48	45	39	36	30	21	15	9	—							29
30	60	57	51	48	42	36	30	24	18	9	—						30
31	69	66	60	57	51	45	39	33	27	18	9	—					31
32	75	72	69	63	60	57	51	42	36	30	21	12	—				32
33	84	81	78	72	69	66	60	54	45	39	33	24	12	—			33
34	93	90	87	81	78	75	69	63	57	51	45	36	24	12	—		34
35	102	99	96	93	90	87	81	75	69	63	57	48	39	27	15	—	35
36	114	111	108	105	102	99	93	87	84	78	72	63	54	42	30	18	36
37	123	120	120	117	114	111	105	102	96	93	87	78	69	57	48	36	37
38	135	132	129	129	126	123	120	114	111	105	99	93	84	75	66	57	38
39	147	144	141	141	138	135	132	129	123	120	114	108	102	93	87	78	39
40	159	159	156	153	153	150	147	144	138	135	132	126	120	114	108	99	40
41	174	174	171	168	165	165	162	159	156	153	150	144	141	135	129	123	41
42	186	186	186	183	180	180	177	177	174	171	168	165	162	159	153	150	42
43	201	201	201	198	198	198	195	195	192	192	189	186	183	183	180	177	43
44	216	216	216	216	216	216	213	213	213	213	210	210	207	207	207	204	44

THIRD TABLE

PENSIONS PAYABLE UNDER RULE 12

Age at Retirement (at last Birthday)	*Pension per Annum*
	£
45	234
46	249
47	264
48	279
49	294
50	312
51	330
52	351
53	375
54	399
55	426

FOURTH TABLE

GUARANTEED PENSIONS PAYABLE UNDER RULE 8

Age last birthday at retirement	Guaranteed Pension payable to:—	
	Age 55	Age 60
	Per cent. of Normal Pension	Per cent. of Normal Pension
45	97·8	94·3
46	98·2	94·7
47	98·6	95·1
48	99·0	95·5
49	99·5	96·0
50	—	96·5
51		97·1
52		97·8
53		98·5
54		99·2
55		—

FIFTH TABLE

PENSIONS PAYABLE UNDER RULE 13 (*b*)

Age last Birthday at withdrawal	Age next birthday at entry																Age last Birthday at withdrawal
	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	
29	123	—															29
30	135	126	—														30
31	147	138	129	—													31
32	159	150	141	132	—												32
33	168	162	153	144	135	—											33
34	180	174	168	159	150	141	—										34
35	189	183	177	171	162	153	144	—									35
36	201	195	189	183	177	168	159	150	—								36
37	210	204	198	192	186	180	171	162	153	—							37
38	219	216	210	204	198	192	183	174	165	156	—						38
39	228	225	219	213	207	201	195	189	180	171	162	—					39
40	237	234	231	225	219	213	207	201	195	189	180	171	—				40
41	246	243	240	237	231	225	219	213	207	201	195	189	180	—			41
42	255	252	249	246	243	237	234	228	222	216	210	204	195	186	—		42
43	261	258	255	252	249	246	243	240	234	228	222	216	210	201	192	—	43
44	270	270	267	264	261	258	255	252	249	243	237	231	225	219	213	204	44
45	276	276	273	270	270	267	264	261	258	255	252	246	240	234	228	222	45
46	285	285	282	279	279	276	276	273	270	267	264	261	258	255	249	243	46
47	291	291	291	288	288	285	285	282	282	279	276	273	270	267	264	261	47
48	300	300	300	297	297	294	294	291	291	288	288	285	285	282	282	279	48
49	306	306	306	303	303	303	303	300	300	300	300	297	297	297	297	294	49