

AIRWAYS CORPORATIONS**1957 No. 87****The Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) Regulations, 1957***Made - - - - - 21st January, 1957**Coming into Operation 1st April, 1957*

The Minister of Transport and Civil Aviation in exercise of his powers under section 21 of the Air Corporations Act, 1949(a), and of all other powers him enabling in that behalf hereby makes the following Regulations :—

1.—(1) Subject to the provisions of this Regulation, the Joint Pension Scheme established and maintained by virtue of the Airways Corporations (General Staff Pensions) Regulations, 1948(b), as amended (c), (d), (e), (f), (g), in accordance with the provisions of the Trust Deed, a copy of which is set out in the Schedule to those Regulations, shall be in accordance with the provisions of that Trust Deed, 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), the Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1953(e), the Airways Corporations (Radio, Navigating and Engineer Officers Pensions) Regulations, 1953(f), and the Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1956(g), and as further amended by a Deed dated the twenty-seventh day of December, 1956, a copy of which is set out in the Schedule to these Regulations.

(2) The said Deed dated the twenty-seventh day of December, 1956, is accordingly confirmed and shall come into operation on the first day of April, 1957.

(3) Part I, Part II and Part III of the Rules scheduled to the said Trust Deed as amended shall not apply to any person who becomes a member of the said Scheme on or after the date on which these Regulations come into operation.

(4) Notwithstanding any provision to the contrary in the said Trust Deed as amended, the Management Trustees appointed in accordance therewith shall, if so directed by the Minister of Transport and Civil Aviation, make such amendment or addition to the Trust Deed or the Rules of the Scheme as the Minister may deem necessary for the purpose of taking into account any changes in the provisions relating to retirement pensions of the National Insurance Act, 1946(h), made by any subsequent enactment whether passed before or after the coming into operation of these Regulations.

(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 (1953 I, p. 227). (f) S.I. 1953/1296 (1953 I p. 231).
 (g) S.I. 1956/305 (1956 I, p. 452). (h) 9 & 10 Geo. 6. c. 67.

2.—(1) These Regulations shall come into operation on the first day of April, 1957, and may be cited as the Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) Regulations, 1957.

(2) These Regulations—

- (a) shall be construed as one with the Airways Corporations (General Staff Pensions) Regulations, 1948 ;
- (b) may be cited together with the Airways Corporations (Pensions) Regulations, 1948 to 1953, the Airways Corporations (General Staff Pensions) (Amendment) Regulations, 1956, and the Airways Corporations (Members Pensions) Regulations, 1956(a), as the Airways Corporations (Pensions) Regulations, 1948 to 1957.

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

Given under the Official Seal of the Minister of Transport and Civil Aviation this twenty-first day of January, 1957.

(L.S.)

P. J. E. Dalmahoy,
An Under Secretary of the
Ministry of Transport and Civil Aviation.

SCHEDULE

THIS DEED is made the twenty-seventh day of December One thousand nine hundred and fifty six BETWEEN BRITISH OVERSEAS AIRWAYS CORPORATION whose principal office is situate at London Airport Hounslow in the County of Middlesex and BRITISH EUROPEAN AIRWAYS CORPORATION whose principal office is situate at Keyline House Northolt in the County of Middlesex (hereinafter called "the Corporations") of the first part RANKIN LORIMER WEIR JOHN WILLIAM HAWKINS CHARLES GEORGE KLIMCKE JAMES MILLER EDWARD ALBERT NEWMAN CHARLES EDWARD PHILLIPS GEORGE HUGH RECKNELL HARRY WILLIAM SHAW HAROLD CUMMING SPEAR JOHN CHARLES WILLIAM SPRINGBETT 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 to the various Deeds set out in the Schedules to the Airways Corporations (Pensions) Regulations 1948 to 1953 and the Airways Corporations (General Staff Pensions) (Amendment) Regulations 1956 respectively

WHEREAS :—

(1) The parties hereto are desirous of effecting certain amendments to the Trust Deed of The Airways Corporations Joint Pension Scheme and of adding to the Rules of the said Scheme new Rules to be known as Part IV of the Rules of the Scheme

(2) At a Meeting of the Management Trustees held on the Seventh day of December One thousand nine hundred and fifty six the said Rankin Lorimer Weir and the said James Miller were appointed to execute this Deed in accordance with provisions of Clause 18 of the said Trust Deed

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

1. The definition of the expression "Member" contained in Clause 1 (g) of the said Trust Deed shall be deleted and replaced by the following:—

"Member" means a person eligible for membership of the Scheme who having agreed to become a Member of the Scheme and be bound by the Trust Deed and Rules thereof has been admitted to the Scheme, membership thereof continuing from the date of admission until the Member ceases to be in the service of an Employer

2. In Clause 8 of the Trust Deed the reference to Part I of the Schedule shall be deleted and a reference to Part IV of the Schedule substituted therefor

3. The Rules contained in the Schedule hereto shall be added to and become part of the Schedule to the said Trust Deed and shall be known as Part IV of the Rules

4. Save as expressly altered amended or varied hereby the said Trust Deed as heretofore amended shall continue and remain in force and shall have effect as if the alterations amendments or variations herein set out were where applicable inserted therein

THIS DEED is conditional on its being confirmed by Regulations made by the Minister of Transport and 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 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

THE SCHEDULE above referred to
RULES—PART IV

1. *Definitions*

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

(a) "Accident" means an accidental event occurring after the Member enters the service of an Employer resulting in a bodily or mental injury or disability provided that such injury or disability shall not include any disease whether arising from a Member following his occupation or otherwise.

(b) "Acquired undertaking" means any one of the following Companies:—

- Channel Islands Airways Limited
- Jersey Airways Limited
- Guernsey Airways Limited
- Great Western & Southern Air Lines Limited
- Highlands Airways (1939) Limited
- Isle of Man Air Services Limited
- North Eastern Airways Limited
- Railway Air Services Limited
- Scottish Airways Limited
- West Coast Air Services Limited
- Western Isles Airways Limited
- Allied Airways (Gandar Dower) Limited

(c) "Actuarial equivalent" means such amount as the Actuary shall certify as being appropriate.

(d) "Air accident" means an accident which occurs to an aircraft moving under the power of its own engines in between the time of chocks removed for the commencement of a flight and chocks in place at the end of a flight.

- (e) "General Staff" means full-time employees of an Employer (other than Pilots and Officers) whose contracts of service are entered into within the United Kingdom.
- (f) "Nominee" means the person or persons nominated by a Member or Pensioner in accordance with the provisions of Rule 21 and includes alternative Nominees.
- (g) "Normal retirement age" has the meanings assigned to it in Rule 4.
- (h) "Officers" means full-time employees of an Employer whose contracts of service are entered into within the United Kingdom and who are employed to serve as Navigating Officers, Radio Officers or Engineer Officers of aircraft.
- (i) "Part I", "Part II", "Part III" and "Part IV" mean respectively that part of the Scheme to which Part I, Part II, Part III or Part IV of the Rules respectively applies.
- (j) "Pay" means remuneration designated by an Employer as pay and does not include allowances, overtime, bonuses, commissions or any other payments unless specifically designated as pay.
- (k) "Pay for contribution purposes" has the meanings assigned to it in Rule 6.
- (l) "Pay for pension purposes" has the meanings assigned to it in Rule 6.
- (m) "Pensionable pay" in the case of Pilots and Officers means the average of the Member's pay for pension purposes during the last five years of his service in respect of which contributions have been paid or during the actual period of his service if less than 5 years.
- (n) "Pensioner" means a person who is entitled to a pension or deferred pension under the provisions of Part IV.
- (o) "Pilots" means full-time employees of an Employer whose contracts of service are entered into within the United Kingdom and who are employed to serve as Pilots of aircraft.
- (p) "Predecessor of an Employer" means any one of the following undertakings:—
 British South American Airways Corporation
 British South American Airways Limited
 Imperial Airways Limited
 British Airways Limited
- (q) "Retiring pay" in the case of General Staff means the average of the Member's pay for pension purposes during the best three consecutive years in the last six years of his service in respect of which contributions have been paid or during the actual period of his service if less than 3 years.
- (r) "Year of continuous service" means each year during which the Member has been continuously under contract of service to an Employer or to a predecessor of an Employer or after 1st January 1945 to an acquired undertaking and in respect of which contributions have been paid by or in respect of the Member either to the Scheme or to a pension scheme the Member's interest in which has been transferred directly or indirectly to the Scheme: Provided that each year during which contributions have been paid by or in respect of the Member at half rate to the Imperial Airways Pension Scheme shall count as one half year of continuous service, unless further contributions in respect of that year have been paid to this Scheme in accordance with Rule 19 (a).

2. Membership

(a) Subject as hereinafter provided the following persons are eligible to join Part IV:—

- (i) Members of the British Overseas Airways Corporation Pension Fund.
 (ii) Members of Part I, Part II or Part III.

- (iii) Former Members of Part I who ceased to be Members of the Scheme by reason of their having attained normal age of retirement under the Rules of Part I and who, at the date of the introduction of Part IV, are still in the employment of an Employer and not in receipt of a pension from the Scheme.
 - (iv) General Staff who, in the case of males, were engaged by an Employer on or after 1st October 1956 and at the time of such engagement had not attained the age of 53 years or who, in the case of females, were engaged by an Employer on or after 1st April 1956 and at the time of such engagement had not attained the age of 50 years.
 - (v) Pilots and Officers who were engaged by an Employer on or after 1st April 1957 and who at the date of such engagement had not attained the age of 38 years.
- (b) In the case of persons eligible to join the Scheme by virtue of sub-paragraphs (iv) or (v) of paragraph (a) of this Rule it shall, subject as hereinafter provided, be a compulsory condition of service that they join the Scheme.
- (c) An Employer may, by agreement with an employee waive the provisions of this Rule as to that employee, either by admitting to membership an employee who would not otherwise be eligible for membership, by excluding from membership an employee who would otherwise be compelled to join or by admitting an employee to membership on special conditions.

3. Admission to the Scheme

(a) Members of the British Overseas Airways Corporation Pension Fund shall be admitted to the Scheme on the date not later than 1st October 1957 upon which notification reaches the Secretary of their agreement to the transfer to the Custodian Trustees of their interest in the British Overseas Airways Corporation Pension Fund.

(b) Members of Part I, Part II or Part III and former Members of Part I eligible to join Part IV by virtue of the provisions of Rule 2 (a) (iii) shall be admitted to Part IV on the date not later than 1st April 1958 upon which notification reaches the Secretary of their intention to join Part IV: Provided always that the Management Trustees may, in individual cases, where special circumstances warrant extend the period within which notification must reach the Secretary as aforesaid until a date not later than 1st April 1959.

(c) General Staff eligible to join the Scheme by reason of the provisions of Rule 2 (a) (iv) shall be admitted to the Scheme with effect from the first of the month succeeding the date on which they commence service with an Employer or attain the age of 20 years whichever is the later.

(d) Pilots and Officers who are eligible to join the Scheme by virtue of the provisions of Rule 2 (a) (v) shall be admitted to the Scheme on the date on which they are appointed as Pilots or Officers by an Employer.

(e) 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 and shall produce to the Secretary, within six months of the date of joining the Scheme, a birth certificate or other evidence of age satisfactory to the Management Trustees.

(f) The Management Trustees shall upon the written request of an Employer admit a person to membership of the Scheme with effect from a date earlier than the date of that person's commencement of service with the Employer 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 accruing to the Member from such arrangement: Provided always that such earlier date shall not be a date earlier than or during any period in respect of which such person is entitled to a pension from any pension or superannuation scheme to which the Employer is or is deemed to be a party.

The period between the date of admission and the subsequent commencement of service with the Employer shall be deemed to be years or part years of continuous service for the purposes of computing pension entitlement.

4. Normal Retirement Age

(a) Except as provided in Rule 19 (b) the normal retirement age of General Staff is the age attained at the end of the calendar month immediately following attainment of the age of 63 in the case of men and 60 in the case of women.

(b) The normal retirement age of Pilots is the age of 48 years.

(c) The normal retirement age of Officers is the age of 53 years.

5. Contributions

(a) Subject as hereinafter provided, contributions of such amount as shall to the nearest penny be equal to 5 per cent of the Member's pay for contribution purposes shall be payable by a Member for the purpose of securing pension benefits only. A Member's contributions shall commence on admission to the Scheme and cease at normal retirement age or actual retirement age if earlier: Provided always that a Member who remains in the service of an Employer after normal retirement age may elect to continue his contributions until actual retirement or some earlier date, in which event Rule 8 (d) shall not apply in his case or shall not apply until the selected earlier date.

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

(i) Contributions of such amounts as shall be certified by the Actuary from time to time as being 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, such contributions to be payable at such times so far as possible as the Member's 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.

(c) Subject as hereinafter provided, if a Member is absent from work, the Employer shall, unless the Member during such absence is in receipt of full pay or disability benefit, maintain the Member's contributions, but recovery in whole or in part of the Employer's and the Member's contributions for such period may be effected by the Employer by deduction from the Member's pay or otherwise at the Employer's discretion having regard to individual circumstances. An Employer's contribution so repaid by the Member shall not become a Member's contribution for any purposes of the Scheme.

(d) 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 either of the limits prescribed in Rule 7 then the contributions of the Member and the Employer shall be adjusted so that the resulting pension shall not exceed such limits.

6. Pay for contribution purposes and pay for pension purposes

(a) Subject as hereinafter provided, pay for contribution purposes in the case of General Staff shall, in respect of each pension year commencing on the first day of April, be the Member's annual pay calculated as hereinafter provided less the sum of £100. For the purposes of this sub-paragraph only, the Member's annual pay shall be calculated by reference to his rate of pay on the first day of January immediately preceding the commencement of the pension year: Provided always that

(i) if after the first day of January in any year a Member receives an increase or suffers a decrease in his rate of pay which is applied retrospectively to a date on or before the first day of January, the Member's rate of pay on the first day of January shall be such rate as is finally ascertained after taking the increase or decrease into account:

(ii) if a person is admitted to Part IV after the first day of January and on or before the thirty first day of March, his rate of pay at the date of admission shall be the rate of pay for the purposes of the aforesaid calculation in respect of the balance of the pension year in which he is admitted and in respect of the next succeeding pension year:

(iii) if a person is admitted after the first day of April and on or before the thirty first day of December his rate of pay at the date of admission shall be his rate of pay for the purposes of the aforesaid calculation for the balance of the pension year in which he is admitted.

For the purpose of the aforesaid calculation, in the case of weekly rated staff the weekly rate of pay shall be multiplied by 52 and in the case of hourly rated staff the hourly rate of pay shall first be converted into a weekly rate by multiplying the hourly rate by the number of hours in the normal working week of the Member concerned and the weekly rate so calculated shall then be multiplied by 52.

(b) Subject as hereinafter provided, pay for pension purposes in the case of General Staff shall be the Member's pay in respect of each period of 12 months included in the calculation of retiring pay less the sum of £100.

(c) Subject as hereinafter provided, pay for contribution purposes in the case of Pilots and Officers means the pay of the Member.

(d) Subject as hereinafter provided, pay for pension purposes in the case of Pilots and Officers means the pay of the Member.

(e) If a Member joins Her Majesty's Forces or undertakes any other national or emergency service or is otherwise absent from work (such service with the Forces or other service or absence unless compulsory to be with the consent of the Employer) the Member's pay for contribution purposes and the Member's pay for pension purposes throughout the period of such service or absence shall be the same as at the time of his joining the Forces or commencing such other service or absence unless some other rate is agreed between the Employer and the Member.

(f) With the concurrence of the Member the Employer may, at his discretion, in any case where circumstances appear to warrant, fix the amount of a Member's pay for pension purposes at a figure differing either from the actual pay or from the amount calculated in accordance with the preceding paragraphs, in which event such Member's pay for contribution purposes shall, subject to the provisions of paragraph (g) of this Rule, likewise be the amount so fixed.

(g) (i) During such period or periods of time as a Member is serving on permanent posting in such territory outside Europe as may, having regard to the climatic conditions there obtaining, be designated from time to time by his Employer for the purposes of this sub-paragraph, the Member's pay for contribution purposes shall in the case of General Staff be the Member's annual pay less £100 and shall in the case of Pilots and Officers be the Member's pay increased however in the case of all Members by 25 per cent: Provided that, in individual cases, the Employers may by joint agreement at their discretion extend the facility to other Members serving overseas. For the purposes of this sub-paragraph Europe shall be deemed to include the United Kingdom, the Mediterranean Islands, Tangier and Istanbul.

(ii) When a Member ceases to be within the provisions of the preceding sub-paragraph his pay for contribution purposes shall if he is General Staff be calculated on the basis that references to his so ceasing were substituted for references to admission in paragraph (a) of this Rule.

7. Limitation of amount of pension

The aggregate amount of all pensions payable under the Scheme in respect of a Member calculated at the normal retirement age applicable to each pension shall not exceed £2,666 per annum and a Member shall not be entitled to pensions in respect of more than a total of 40 years service whether actual or notional: Provided that if such Member has exercised the option referred to in Rule 5 (a) then the limit of 40 years referred to above shall be extended by one year for each year of contributory service after each relevant normal retirement age up to a maximum of five additional years.

8. *Normal Pension*

(a) A Member shall receive a pension payable from actual retirement on or after reaching normal retirement age for the remainder of the Member's life: Provided always that a Pilot or Officer who remains in the service of an Employer as General Staff may postpone receipt of such pension (or the balance remaining payable after any surrender of pension for the purposes of Rule 9) in which event the actuarial equivalent of the amount thereof will be payable commencing from the date selected by the Member not later than the date of the Member's leaving the service of an Employer.

(b) The amount of pension to which General Staff are entitled shall be such sum per annum as is equal to 1/60th of the Member's retiring pay for each year of continuous service as General Staff and proportionately for any part of a year: Provided always that service in respect of which an increased contribution has been paid by virtue of Rule 6 (g) shall likewise be increased by 25 per cent for the purpose of computing pension entitlement.

(c) The amount of pension to which Pilots and Officers are entitled shall be such sum per annum as is equal to £1 10s. 6d. per cent of the Member's pensionable pay for each year of continuous service as a Pilot or Officer and proportionately for any part of a year: Provided always that service in respect of which an increased contribution has been paid by virtue of Rule 6 (g) shall likewise be increased by 25 per cent for the purpose of computing pension entitlement.

(d) If the employment of a Member is continued after normal retirement age without a change in occupational category and if he ceases to make contributions to the Scheme the amount of the pension payable at retirement shall be the actuarial equivalent of that payable at the normal retirement age.

(e) At any time before retirement General Staff may elect to receive a higher rate of pension during the first years after normal retirement age and a lower pension thereafter so as to provide approximately a level rate of pension throughout retirement after taking into account any Retirement Pension under the National Insurance Acts 1946 to 1956 or any statutory modification or re-enactment thereof for the time being in force.

9. *Dependant's Pension*

(a) At any time before reaching normal retirement age a Member may notify the Secretary of his intention to make provision for a pension to commence on the date of his death for his surviving spouse, or any other dependant named by him and approved by the Management Trustees, such pension to be payable during the remainder of the lifetime of such spouse or named dependant: Provided always that if such notification is made within five years before normal retirement age the proposed provision shall only be permitted at the discretion of the Management Trustees after a medical examination of the Member by a doctor nominated by the Management Trustees.

(b) To provide the pension for the spouse or named dependant the Member shall surrender such part of his pension as he desires: Provided always that he may not surrender so much as would result in the pension payable to the spouse or named dependant being greater than the amount of the pension remaining to be paid to the Member. The amount of pension payable to the spouse or named dependant shall be the actuarial equivalent of the amount of pension so surrendered by the Member.

(c) Any notification given under this Rule shall be revoked

(i) if the Member leaves the service of an Employer before attaining normal retirement age for reasons of ill health affecting expectation of life, or

(ii) if he withdraws from service and becomes entitled to a return of his own contributions in accordance with Rule 14, or

(iii) if the Member or named dependant dies before the Member reaches normal retirement age unless before such death the Member had retired with an entitlement to an Immediate or Deferred Pension.

(d) A Member may cancel or, subject to the aforementioned limitations and conditions, amend the notification to the Secretary referred to in paragraph (a) of this Rule by further notice to the Secretary at any time before midnight on the date of his retirement but no cancellation or amendment thereto shall be permitted thereafter.

10. *Ill-health Pension—General Staff*

(a) A Member being General Staff who retires or is discharged from the service of an Employer before attaining normal retirement age in consequence of incapacity to perform his normal duties arising from accident or mental or physical infirmity, not resulting from his own wilful misconduct, shall be entitled

- (i) If he has been in the continuous service of an Employer for less than 10 years to receive an immediate pension being the actuarial equivalent of the pension he would have been entitled to receive had he retired at normal retirement age with the same period of service as he has in fact completed calculated on the assumption that his retiring pay at normal retirement age was the same amount as his retiring pay at the date of his actual retirement; or
 - (ii) If he has been in the continuous service of an Employer or predecessor of an Employer for 10 years or more to receive an immediate pension equal in amount to the pension he would have been entitled to receive had he retired at normal retirement age with the same period of service as he has in fact completed calculated on the assumption that his retiring pay at normal retirement age was the same amount as his retiring pay at the date of his actual retirement: Provided always that such pension shall not be less than 1/6th of his pay at the date of his retirement or discharge or £52 per annum whichever is the greater and Provided further than any period of service as a Pilot or Officer in respect of which a Member is entitled to a pension whether or not payment thereof has been deferred shall not count as service for the purpose of this Rule.
- (b) While any person who is in receipt of a pension by virtue of paragraph (a) (ii) of this Rule is under 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 always that such pension shall not be reduced below an amount which when added to the income being earned would result in a sum less than his pay immediately before retirement on ill-health pension;
 - (iii) if he recovers sufficiently to be able to perform his normal duties and is re-engaged by an Employer to perform such duties his pension shall cease but he shall forthwith be readmitted to the Scheme and in calculating his entitlement to pension his service with an Employer before retiring on ill-health pension shall be added to his service thereafter.
- (c) Except in cases falling within paragraph (b) (iii) of this Rule, if a person's pension has been varied suspended or revoked as aforesaid he shall on attaining normal retirement age be entitled either to a continuation of the ill-health pension or to a pension calculated according to Rule 8, whichever is the greater, whether his incapacity continues or not and whether or not he is earning an income.
- (d) Except in cases falling within paragraph (b) (iii) of this Rule, if a person's pension has been varied suspended or revoked as aforesaid he may as an alternative to any future entitlement under the Scheme request repayment of such part of the amount of his own contributions (plus interest thereon at the rate of 2½ per cent compounded annually up to the date of his retirement on ill-health pension) as remains after deducting the amount of ill-health pension already received.
- (e) For the purposes of this Rule service in respect of which an increased contribution has been paid by virtue of Rule 6 (g) shall likewise be increased by 25 per cent.

(c) The amount of increased contribution, expressed as a percentage of the Member's pay for contribution purposes, required to purchase the pension attracted by one additional year of service shall vary, according to the age of the Member at the time of the commencement of payment by him of the additional contribution, as shown in Tables to be issued from time to time by the Management Trustees on the advice of the Actuary for the information of Members: Provided always that no revision increasing such percentage shall be effective until six months after the date of issue. The Table current at the time of the Member's notification to the Secretary referred to in paragraph (a) of this Rule shall govern the amount of increased contribution payable by him notwithstanding any subsequent revision of the Tables.

(d) The amount of increased pension to which a Member is entitled by virtue of having paid increased contributions shall be calculated according to the formulae expressed in Rule 8, according to whether the Member is General Staff, Pilot or Officer; the number of notional years of service resulting from the payment of increased contributions being added to the number of actual years of service for the purpose of the calculation.

(e) A Member who is paying increased contributions under this Rule and who retires before reaching normal retirement age shall be entitled, at his option, to receive in respect of his additional contributions either a refund of the amount so paid or such sum by way of increased pension as the Actuaries shall certify as being the actuarial equivalent of the increased contributions in fact paid: Provided always that such Member shall not be entitled to a refund of increased contributions if he is entitled to a pension under Rule 10 or 11 or if he has exercised the option under Rule 12 to take a deferred pension and provided further that an Employer may, entirely at his discretion, having regard to the special circumstances of any case, agree that in respect of any Member who retires before attaining normal retirement age but who has attained an age within 10 years of normal retirement age and is paying increased contributions under this Rule at the date of his retirement, there shall without cost to the Member be added to the Member's pension secured by virtue of contributions made in pursuance of Rule 5 such additional sum as is appropriate on the basis that additional contributions had continued until normal retirement age and that, for the purposes of such calculation only, the Member's service had likewise continued until normal retirement age, or such lesser additional sum as the Employer shall determine.

14. *Withdrawal from Service*

(a) A Member who retires or is discharged from the service of an Employer before reaching normal retirement age shall be entitled to the return of his own contributions with interest thereon at the rate of 2½ per cent compounded annually calculated up to the date of withdrawal from service.

(b) For the purposes of this Rule and Rule 17, the Member's own contributions shall include only those of his contributions to these Scheme and to any other Scheme the Member's interest in which has been transferred to this Scheme in respect of which no pension immediate or deferred has been awarded.

15. *Change in Occupation or Employer*

(a) Where a Member serves an Employer at different times as General Staff, Pilot or Officer without a break in service, his pension shall be calculated according to the length of his service in each capacity. Appropriate actuarial adjustments shall be made to give effect to the differences in normal retirement age for service in each capacity: Provided always that the amount of any such actuarial adjustments shall be disregarded for the purposes of the limitation of amount of pension prescribed in Rule 7. There shall be deemed to be a break in service if the Member has an immediate pension entitlement or elects to take a deferred pension in respect of service in the capacity from which he is transferring.

(b) A Member transferring from the service of one Employer to that of another shall not be deemed to have withdrawn from service and shall be entitled to count all service with either Employer in computing total service.

16. *Payment of Pension*

(a) The first payment of pension shall be made on the last day of the month next following the date of retirement in respect of the period from the date of actual retirement. Thereafter payments shall be made monthly 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 shall 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 concerned with the care or welfare of the Pensioner and the receipt of such person or institution shall be a complete discharge to the Management Trustees for the money paid and the Management Trustees shall not be under any liability to see to the application thereof.

(d) At any time after a pension has become payable to any person in accordance with the provisions of the Scheme the Management Trustees may, if in their opinion such pension is trivial in amount, compound their liability to pay future instalments of the pension by making an immediate lump sum payment of the actuarial equivalent of such pension.

17. *Death Benefit*

(a) Subject as hereinafter provided, in the event of the death of a Member before reaching normal retirement age from any cause, other than death arising as a result and within six months of an accident, a death benefit shall be payable equal to the total of the following sums:—

- (i) twice the annual pay of the Member at the date of his death subject to a minimum payment hereunder of £500 and a maximum payment of £10,000 and
- (ii) such amount as shall be equivalent to the Member's own contributions (as defined in Rule 14) with interest thereon at the rate of 2½ per cent compounded annually calculated to the date of death.

(b) Subject as hereinafter provided, in the event of the death of a Member before reaching normal retirement age arising as a result of and within six months of an accident, a death benefit shall be payable equal to the total of the following sums:—

- (i) four times the annual pay of the Member at the date of the accident subject to a minimum payment hereunder of £1,000 and a maximum payment of £10,000 and
- (ii) such amount as shall be equivalent to the Member's own contributions (as defined in Rule 14) with interest thereon at the rate of 2½ per cent compounded annually calculated to the date of death.

(c) Subject as hereinafter provided, in the event of the death of a Member who, without a break in service, has remained in the service of an Employer after reaching normal retirement age in the capacity in which he is then employed and who has not exercised the option accorded to him in accordance with Rule 9, a death benefit shall be payable which shall be the greater of the following two amounts, that is to say either

- (i) five times the amount of the annual pension to which such Member would have been entitled had he retired on the day before his death, or
- (ii) the benefit which would have been payable in the case of the Member under paragraphs (a) or (b) of this Rule on the assumption that such paragraphs apply to deaths of Members after normal retirement age.

(d) Subject as hereinafter provided, in the event of the death of a Member who, without a break in service, has remained in the service of an Employer after reaching normal retirement age in the capacity in which he is then employed and who has exercised the option accorded to him in accordance with Rule 9, a death benefit shall be payable which shall be the total of the following two amounts, that is to say

- (i) five times the amount of the annual pension which would have remained payable to the Member if he had retired on the day before his death, that is to say, as reduced after taking into account the amount surrendered in order to provide a pension for a spouse or named dependant

and in addition

- (ii) the amount if any by which the benefit which would have been payable in the case of the Member under paragraphs (a) or (b) of this Rule on the assumption that such paragraphs apply to deaths of Members after normal retirement age exceeds five times the amount of the annual pension which would have been payable to the Member had he retired on the day before his death and on the assumption that he had not exercised his option in accordance with Rule 9.

(e) In the event of the death of a Member whilst paying contributions increased by 25 per cent in accordance with the provisions of Rule 6 (g) the Member's death benefit under paragraphs (a) (i) or (b) (i) of this Rule shall likewise be increased by 25 per cent subject however to the same minimum and maximum payments as are referred to in the said paragraphs.

(f) At the request of an Employer the Management Trustees may extend the period of six months referred to in this Rule by such period as they think fit either generally or in any particular case.

(g) 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, except where such race or record breaking attempt occurs in the course of his duties, 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 (a) (b) (c) or (d) of this Rule shall not be payable but there shall be payable in lieu thereof a sum equivalent to three times the Member's own contributions (as defined in Rule 14) with interest as aforesaid : Provided that the amount payable shall not exceed the death benefit payable under paragraphs (a) or (b) as the case may be. Nevertheless in any case arising under 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 a sum equivalent to three times the Member's own contributions (as defined in Rule 14) with interest as aforesaid : Provided such benefit shall not exceed the benefit otherwise payable under paragraphs (a) (b) (c) or (d) of this Rule as the case may be.

(h) Any sum payable under this Rule shall be reduced by any amount paid or payable in accordance with Rule 18 paragraph (a) or (b) in respect of the same accident.

(i) If a Pensioner dies before he has been in receipt of pension for five years then the following death benefit shall be payable in addition to any benefit payable under paragraphs (a) (b) (c) or (d) of this Rule :—

- (i) If the Pension had been payable by virtue of Rule 8, Rule 12 or Rule 13, the amount of the death benefit shall be the difference between the total amount of pension actually received by the Pensioner, if any, and the amount he would have received (disregarding any adjustment made in accordance with Rule 8 (e) or in accordance with Rule 12 (b) if in the latter case the Member had died before payment of the deferred pension had commenced) had he been in receipt of pension for 5 years ;

- (ii) If the pension had been payable by virtue of Rule 10 or Rule 11 then the amount of the death benefit shall be such sum, if any, as the Management Trustees on the advice of the Actuary consider just and reasonable having regard to the amount of pension paid, if any, and to the Employer's and the Pensioner's contributions :

Provided always that in the case of a Pensioner whose pension has been deferred in accordance with the provisions of Rule 8 (a) or 12 (c) and who dies before payment of such deferred pension has commenced, then for the purposes of calculation of the amount of the death benefit payable in accordance with the provisions of this Rule it shall be assumed that such pension had become payable on the day of his death.

- (j) The death benefit shall be paid to the Nominee of the Member or Pensioner, or failing such Nominee to the legal personal representative of the Member or Pensioner.

18. Accident Benefits

(a) In the event of 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 the date of an accident suffered by a Member, the benefit shall be a sum equal to four times the annual pay of the Member at the date of the occurrence of the accident, subject to a minimum payment of £1,000 and a maximum payment of £10,000.

(b) In the event of total loss of the sight of one eye, or total loss of one limb, caused by and arising within six months of an accident suffered by a Member, the benefit shall be a sum equal to twice the annual pay of the Member at the date of the occurrence of the accident, subject to a minimum payment of £500 and a maximum payment of £10,000.

(c) If 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 commencement of incapacity, there shall be paid for each week (or part thereof) of incapacity occurring within the period of one year from the date of commencement of incapacity a sum equivalent to the pay such Member would normally have received in respect of such week (or part thereof) of incapacity (less any sums due to the Member under the National Insurance Acts, 1946 to 1956 or the National Insurance (Industrial Injuries) Acts, 1946 to 1954 or any statutory modification or re-enactment of either for the time being in force in respect of an incapacity arising otherwise than as a result of an air accident and exclusive of allowances, overtime, bonuses, commissions and similar payments normally excluded from pay for the purposes of this Scheme): 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 (g) of Rule 17.

(f) No ill-health pension in accordance with Rules 10 or 11 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.

19. *Guarantees and Options to Members transferring from Part I, Part II or Part III*

(a) If any Member who immediately prior to the date of his admission to Part IV was a Member or former Member of Part I has contributed (or had contributions paid in respect of him) to the Scheme or to any other pension scheme of an Employer or of a predecessor of an Employer for less than his total period of service with an Employer or predecessor of an Employer since attaining the age of 20 years, or has contributed to such pension scheme for part of such service at half the normal rate of contribution, such Member may pay contributions in respect of the period of service for which he has not previously contributed or had contributed at half rate by making contributions to this Scheme equal to 5 per cent of his pay for contribution purposes at the rate appropriate to the time at which such Member was not paying contributions, or equal to 2½ per cent of his pay for contribution purposes at the rate appropriate to the time at which such Member was paying contributions at half rate, together with interest in either case at the rate of 3 per cent, compounded annually.

(b) In the case of Members who were Members of Part I, Part II or Part III or former Members of Part I on 1st January 1954 the expression "normal retirement age" as used in Part IV in relation to General Staff shall mean the age attained at the end of the calendar month immediately following attainment of the age of 60 in the case of men and 55 in the case of women. Unless the Employer otherwise determines, the provisions of this paragraph shall not apply in respect of any period of membership after an actual break in service after 1st January 1954: Provided that transfer of employment from one Employer to another shall not for the purposes of this paragraph be deemed to constitute a break in service.

(c) Former Members of Part I, Part II and Part III who left the service of an Employer after 1st January 1954 in the case of General Staff, 1st July 1953 in the case of Pilots and 1st July 1953 in the case of Officers, may if they so desire elect to receive in lieu of the pension immediate or deferred or other sum payable to them under the Rules of Part I, Part II and Part III a pension calculated in accordance with the Rules of Part IV payable from normal retirement age or other date selected by the former Member in accordance with the Rules of the Scheme for the remainder of the life of such former Member: Provided that payment of pension under the provisions of this paragraph shall not commence from a date earlier than 1st April 1957. Appropriate action on the analogy of this paragraph may be taken by or in favour of dependants nominated by such former Members.

(d) Members who immediately prior to 1st July 1953 were Members of Part II or Part III shall receive as their pension under the provisions of Part IV either

(i) such sum as they would have been entitled to had they remained in membership of Part II or Part III increased by 30 per cent, or

(ii) such sum as they are entitled to in accordance with the Rules of Part IV whichever is the greater: Provided always that in the case of Members who entered the service of an Employer on or after 1st January 1952 they shall have attained the age of 48 years in the case of Pilots and 53 years in the case of Officers at the date of actual retirement. For the purposes of the said comparison the amount of a pension under the provisions of Part II or Part III shall first be actuarially adjusted on the basis that it would be payable from the date on which the Part IV pension is to commence. Unless the Employer otherwise determines the provisions of this paragraph shall not apply in respect of any period of membership after an actual break in service after 1st July 1953: Provided always that transfer of employment from one Employer to another shall not for the purposes of this paragraph be deemed to constitute a break in service.

(e) Pilots who:—

(i) immediately prior to the date of their admission to Part IV were Members of Part II,

(ii) entered the service of an Employer prior to 1st January 1952 and

(iii) have completed not less than 10 years' service with an Employer, may with the consent of their Employer, which consent shall not be unreasonably withheld, retire from the service of such Employer at any time after attaining the age of 40 years and receive an immediate pension the amount of which shall be ascertained in accordance with the provisions of paragraph (d) of this Rule.

(f) Officers who:—

(i) immediately prior to the date of their admission to Part IV were Members of Part III,

(ii) entered the service of an Employer prior to 1st January 1952 and

(iii) have completed not less than 15 years' service with an Employer,

may with the consent of their Employer, which consent shall not be unreasonably withheld, retire from the service of such Employer at any time after attaining the age of 45 years and receive an immediate pension the amount of which shall be ascertained in accordance with the provisions of paragraph (d) of this Rule.

20. Notices to the Secretary

Notices to the Secretary shall be in writing signed by the Member and shall be in such form as the Management Trustees may from time to time prescribe.

21. Power of Nomination and Assignment of Benefits

(a) A Member or Pensioner may, subject to the provisions of this Rule and with the consent of the Management Trustees, nominate in writing in a form prescribed by the Management Trustees any one or more of his relatives or dependants to receive, in such shares as shall be specified by the Member or Pensioner in the form of nomination, the death benefit payable under Rule 17 and any other sums payable on his death to his Nominee under any other Rule of the Scheme and the aforesaid benefits and sums shall, subject to and in accordance with the provisions of this Rule, be paid to the person or persons so nominated in the proportions set out in the form of nomination.

(b) A Member or Pensioner may with the consent of the Management Trustees provide in the form of nomination that the right of each nominee to receive the said benefits and other sums shall be contingent on his surviving the Member or Pensioner for a period of 14 clear days.

(c) If a Member or Pensioner nominates two or more of his relatives or dependants, then in the event of one or more but not all of the said nominees dying before the Member or Pensioner or failing to survive the Member or Pensioner for the aforesaid period of 14 clear days the share, or shares, as the case may be, of any such nominee shall be paid to the surviving nominee or if more than one to the surviving nominees proportionately to their existing shares.

(d) A Member or Pensioner who nominates one only of his relatives or dependants to receive the whole of such benefits and other sums may, with the consent of the Management Trustees, in the form of nomination nominate one or more of his other relatives or dependants as his alternative nominee or nominees to receive, in such shares as he shall specify, the aforesaid benefits and other sums, in the event of the original nominee dying before the Member or Pensioner or failing to survive the Member or Pensioner for the aforesaid period of 14 clear days. When under the provisions of this paragraph a Member or Pensioner has nominated two or more of his relatives or dependants as his alternative nominees and the original nominee dies before the Member or Pensioner or fails to survive the Member or Pensioner for the said period, then, in the event of one or more but not all of the said alternative nominees dying before the Member or Pensioner or not surviving the Member or Pensioner for the aforesaid period of 14 clear days the share or shares, as the case may be, of any such alternative nominee or nominees shall be paid to the surviving alternative nominee or, if more than one, to the surviving alternative nominees proportionately to their existing shares.

(e) A Member or Pensioner who nominates two or more of his relatives or dependants as original nominees may not make any alternative nominations.

(f) A nomination made by a Member or Pensioner shall become void and of no effect in any of the following events:—

- (i) if the Member or Pensioner marries after the date of such nomination
- (ii) if the Member or Pensioner revokes such nomination by sending written notice of revocation to the Secretary
- (iii) if the Member or Pensioner with the consent of the Management Trustees makes a subsequent nomination:

Provided always that if the Management Trustees make a payment to the Nominee without actual notice of any of the foregoing events then the receipt of such Nominee shall be a valid receipt and discharge to the Management Trustees and the Management Trustees shall be under no further or other liability to any person or persons arising out of the provisions of these Rules in respect of which the said moneys were so paid.

(g) A Member's nomination shall not become void by reason of the fact that he ceases to be a Member and becomes a Pensioner.

(h) No nomination shall be made by a Member or Pensioner without the consent of the Management Trustees.

(i) Every nomination made by a Member or Pensioner shall be so made as to comply with and shall be subject to the provisions of this Rule.

(j) Subject as aforesaid, neither pensions nor other benefits under the Scheme may be assigned or borrowed against and any purported assignment thereof or charge thereon (whether made before or after the Member or Pensioner in respect of whom the same are payable became a Member) shall 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 Pensioner or other person entitled to the pension or benefit) shall at any time (whether before or after the Member or Pensioner in respect of whom the same is payable became a Member) have been adjudicated bankrupt or have made a composition with creditors, the Management Trustees shall be at liberty to forfeit the same in whole or in part for the benefit of any one or more of the following persons, viz. the beneficiary, the spouse, widow or widower of the beneficiary, any child of the beneficiary and any person who is or was immediately before the death of the beneficiary in any way dependent on the beneficiary.

22. *Lien on benefits*

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 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 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 his Nominee or to any persons deriving title through him.

23. *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.

24. *Requirements of Insurers*

The Member shall comply with the reasonable requirements, if any, of the Insurers, if any, with whom the Management Trustees maintain or effect policies.

25. *Meetings of Members*

(a) 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 50 Members. Not less than 35 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 Employers and so that all notices so posted shall be deemed to be served on the day following such posting: Provided nevertheless as follows:—

- (i) 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;
 - (ii) 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. The accidental inclusion or omission of a Member's name in the voting list in a ballot shall not invalidate the ballot.
 - (iii) 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.
- (b) A Meeting of such of the Members as are in one of the Occupational Categories referred to in Clause 12 (a) of the Trust Deed or a postal ballot of such Members may be taken subject to and in accordance with the provisions of paragraph (a) of this Rule mutatis mutandis.

26. Taxation

In every case where the Management Trustees or the Custodian Trustees are liable to account to the Commissioners of Inland Revenue for income tax or estate duty or any other tax or duty in respect of any amounts paid to any Member or other person pursuant to these Rules the amount of such tax or duty shall be recoverable by the Management Trustees or the Custodian Trustees from such Member or from such other person either by way of deduction from the payment to the Member or such other person or in such other way as the Management Trustees deem appropriate.

27. Savings

(a) 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 an Employer.

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

28. Transfers to and from Other Schemes

(a) On admission to the Scheme of any employee who has been a member of any other Pension Fund approved under Section 379 of the Income Tax Act, 1952 or any statutory modification or re-enactment thereof for the time being in force, the Custodian Trustees may accept a transfer value in respect of his 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, and any amount so transferred shall secure for the Member such increase as the Actuary shall certify of the other benefits earned under this Scheme: Provided that only such part, if any, of the transfer value as represents the Member's own accumulated contributions shall be treated as Members' Contributions under the Rules of this Scheme.

(b) The Management Trustees, on the written request of a Member shall pay any amount due to the Member under Rule 14 to any other Pension Fund approved under Section 379 of the Income Tax Act, 1952 or any statutory modification or re-enactment thereof for the time being in force; Provided always that where reciprocal arrangements have been made between the employers concerned, and where the Rules of such other Pension Fund provide that only such part of any transfer value received as represents the Member's own accumulated contributions shall be treated as Members' contributions, instead of paying such sum as is due under Rule 14, the Management Trustees shall pay to such other Pension Fund on the written request of the Member such sum as the Actuary certifies to be appropriate not exceeding the whole of the Member's interest in the Fund. 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 Member concerned.

(c) The Management Trustees shall at the request of an Employer pay out of the Fund or receive for the purposes of the Fund any sum by way of transfer value for the purposes of any rules made under section 2 of the Superannuation (Miscellaneous Provisions) Act, 1948 and for the time being in force.

(d) Where a sum by way of transfer value is received in accordance with the provisions of the preceding paragraph the service of the Member in respect of whom the sum is received in any previous employment in respect of which the sum was paid shall for the purposes of the Scheme be reckoned as continuous service with an Employer in such manner as the Employer may (either generally or in any particular case) determine.

29. *Availability of Copies of Trust Deed and Rules*

The Minister, an Employer and Members shall each be entitled upon request to receive one copy of the Annual Statement of Accounts and Balance Sheet of the Fund, the Auditors' Report thereon and the Actuaries' Valuation Report. Members shall also be entitled upon request to receive one copy of the Trust Deed and the Rules and of all amendments thereto. Additional copies shall be made available on such terms as the Management Trustees decide.

30. *Amendments and Additions to Rules*

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

31. *Special requirements—Inland Revenue*

No arrangements shall be made under the provisions of Rule 2 (c), 3 (f), 6 (f) or 13 until confirmation has been obtained from the Inland Revenue Authorities that the proposed arrangements would not affect the approval of the Scheme under Section 379 of the Income Tax Act, 1952 or any statutory modification or re-enactment thereof for the time being in force.

GIVEN under THE COMMON SEAL
of BRITISH OVERSEAS AIRWAYS
CORPORATION in the presence
of:

(L.S.)

BASIL SMALLPEICE,
Member,

K. H. STAPLE,
Secretary.

GIVEN under the COMMON SEAL
of BRITISH EUROPEAN AIRWAYS
CORPORATION in the presence
of:

(L.S.)

A. H. MILWARD,
Member,

H. E. MARKING,
Secretary.

SIGNED SEALED AND DELIVERED
by the said RANKIN LORIMER
WEIR in the presence of:

R. L. WEIR.

AUDREY BENTLEY,
B.E.A.C.,
KEYLINE HOUSE, RUISLIP.
Secretary.

SIGNED SEALED AND DELIVERED
by the said JAMES MILLER in
the presence of:

J. MILLER.

JOSEPH F. HAESTIER,
B.O.A.C. HEADQUARTERS,
LONDON AIRPORT.
Solicitors Clerk.

(L.S.)

GIVEN under THE COMMON SEAL
of AIRWAYS CORPORATIONS
JOINT PENSION FUND TRUSTEES
LIMITED in the presence of:

J. C. W. SPRINGBETT,
Director,

S. R. BRIMBLECOMBE,
Secretary.

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to indicate their general purport.)

These Regulations bring into operation revised terms and conditions of contributions and benefits for all categories of employees of the Airways Corporations who are eligible for membership of the Airways Corporations Joint Pension Scheme. The revised terms and conditions are prescribed in new rules of the Scheme (to be known as Part IV) which are set out in the Schedule to these Regulations. The new rules will apply to all future entrants into the Scheme and may be applied to existing members on conditions which are prescribed in the rules.