

GRAND METROPLITAN GROUP
PENSION SCHEMES

R U L E S

(including amendments made
up to 31st December 1979)

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GENERAL RULES

G.1 DEFINITIONS

Throughout the Rules where the context so admits the masculine includes the feminine the singular includes the plural and vice versa and the following words and expression shall have the following meanings-

- (i) "Company" means Grand Metropolitan Limited or any other company firm or body of persons which as a result of amalgamation reconstruction or otherwise may for the time being be carrying on the business of Grand Metropolitan Limited
- (ii) "Participating Company" means any company being a subsidiary of the Company or associated with it in business to such a degree that its participation in the Scheme would not prejudice Approval of the Scheme which has become a party to the Scheme in accordance with the Trust Deed
- (iii) "Employers" means collectively the Company and every Participating Company and in relation to any particular employee "Employer" means that one of the "Employers" by which he is for the time being employed
- (iv) "Trust Deed" means the trust deed dated 24th May 1948 by which the Scheme was established and any deed supplemental thereto
- (v) "Trustees" means Grand Metropolitan Pension Trust Limited and its successor and successors as trustee or trustees of the Scheme
- (vi) "Rules" means the revised rules of the Scheme (including the Special Rules) introduced and brought into effect by the deed of amendment dated
- (vii) "Special Rules" means the special rules by which in accordance with Clause 26 of the Trust Deed the several constituent parts of the Scheme are governed
- (viii) "Scheme" means the Grand Metropolitan Group Pension Scheme constituted by the Trust Deed and the Rules in accordance with which the Trustees

- will administer the Fund
- (ix) "Fund" means the assets held by the Trustees for the purposes of the Scheme
 - (x) "Revision Date" means in respect of each constituent part of the Scheme the date specified by the Special Rules
 - (xi) "Entry Date" means subject to the Special Rules the 1st April in each year after 1971
 - (xii) "Employee" means an employee or salaried director of any of the Employers.
 - (xiii) "Eligible Employee" means an Employee who is by the Special Rules eligible for membership of the Scheme and the term "eligible" shall be construed accordingly; the Trustees shall in exceptional circumstances at the request of the Employer waive all or any of the conditions of eligibility but in any case of doubt or dispute whether a person is an Employee or whether an Employee is eligible the decision of the Employer is final and conclusive
 - (xiv) "Upper Age Limit" means subject to the Special Rules age 64 years (for a male Employee) and 59 years (for a female Employee)
 - (xv) "Member" means a person who has agreed to contribute to the Fund and has been admitted to membership of the Scheme in accordance with Rule G.2
 - (xvi) "Normal Pension Date" means the last day of the month in which the 65th birthday (in the case of a male Member) and the 60th birthday (in the case of a female Member) falls
 - (xvii) "Dependant" means a person (being an individual) who in the opinion of the Trustees on the advice of the Employer has been wholly or partly maintained or regularly financially assisted by the Member at any time within three years of his death except that a child of the Member shall qualify as a Dependant without evidence of such maintenance or assistance if he is under age 18 or under age 21 if undergoing full time education but

not otherwise: the term "Dependants" shall be construed accordingly

- (xviii) "Relatives" means the spouse of the Member and the ancestors and descendants of the Member and the spouses of such ancestors and descendants, the Member's brothers sisters uncles and aunts (whether of the whole or half blood) and the spouses and descendants of them and for the purpose of this definition a step child or adopted child shall be regarded as legal issue
- (xix) "Normal Retirement Pension" means the pension (as expressly defined by the Special Rules) to which a Member is entitled on retirement at the Normal Pension Date
- (xx) "Service" means service with an Employer and for the purpose of this definition direct transfer from one to another of the Employers is not a termination of Service
- (xxi) "Approval" means approval by the Commissioners of Inland Revenue as an exempt approved scheme for the purpose of Chapter II of Part II of the Finance Act 1970 and any regulations made thereunder
- (xxii) "Actuary" means a Fellow of the Institute of Actuaries, a Fellow of the Faculty of Actuaries in Scotland or a firm the partners of which are so qualified
- (xxiii) "Previous Scheme" means a retirement benefit scheme of one or more of the Employers of which the Member was a member immediately prior to his joining the Scheme and the benefits secured thereunder in respect of him have been transferred to the Scheme

The definitions set out in this Rule shall apply to the Special Rules as well as to the General Rules and the Trust Deed and the definitions in the corresponding Special Rules shall have the same meanings when used in the General Rules.

G.2 MEMBERSHIP

- (a) Subject to the Special Rules every Employee at the Revision Date may apply for membership of the Scheme at that date if he is then eligible and not over the Upper Age Limit. Otherwise he may apply for membership on the Entry Date next following his becoming eligible if not then over the Upper Age Limit.
- (b) Every person becoming an Employee after the Commencement Date shall (subject to the Special Rules) where the conditions of employment of the Employer so require apply for membership of the Scheme on the Entry Date coincident with or if not coincident with next following his becoming eligible if not then over the Upper Age Limit.
- (c) Application for membership shall be made in such form and manner and accompanied by such information as the Trustees require.
- (d) Those who are already Members immediately before the Revision Date will not merely because they have passed the Upper Age Limit cease to be Members at that date.
- (e) Membership of the Scheme will commence on the relevant Entry Date and shall continue for so long as benefits rights or options continue to be conferred on the Member under the Rules.
- (f) No Member may withdraw from membership while he remains eligible and in Service
- (g) Notwithstanding anything contained to the contrary in this Rule each Employer shall on the commencement of its participation in the Scheme decide the extent to which its Employees will be eligible for membership of the two sections of the Scheme described in the Special Rules and reference in this Rule to the Special Rules shall in respect of those Employees be interpreted as being the Special Rules in respect of those sections of the Scheme for which such Employees are eligible.

G.3 CONTRIBUTIONS

- (a) Each Member will contribute to the Fund at the rate specified by the Special Rules and his contributions will be deducted from his pay by the Employer and remitted to the Trustees.
- (b) Each Employer will contribute to the Fund such further amounts as may from time to time be required by the Trustees on the advice of the Actuary to maintain the benefits of the Scheme for the Members employed by such Employer.
- (c) Contributions by and (except in so far as they are required to secure benefits already accrued for him) in respect of a Member will cease on the earlier of either the Normal Pension Date or the date on which he ceases to be eligible except that a Member who remains in Service after the Normal Pension Date as described by Rule G.6 may at his request and subject to the consent of the Employer continue the payment of contributions until his actual retirement or the commencement of his pension, whichever is earlier, to secure the additional pension described by the second paragraph of Rule G.6
- (d) A Member who is eligible may with the consent of the Trustees elect to commence or increase on any 1st October the payment of regular additional voluntary contributions to the Fund in order to increase the benefits payable to or in respect of him. The amount of such additional voluntary contributions shall not be such as would
 - (i) cause the Member's total pension from the Fund at Normal Pension Date to exceed the appropriate limit set out in Rule G.19 or to cause any other benefits to prejudice Approval of the Scheme
 - (ii) when added to the Member's ordinary annual contributions to the Fund under sub-Rule (a) hereof and to any other fund or scheme which has received Approval, amount to more than

fifteen per cent of his total remuneration in that year.

The amount of the increase in pension or other benefits resulting from the payment of such additional voluntary contributions shall be decided by the Trustees on the advice of the Actuary.

Notwithstanding anything contained in the Rules to the contrary the benefits secured by the Member's additional voluntary contributions under this sub-Rule shall not be taken into account for the purpose of calculating as a proportion of the Member's own pension the amount of any other benefits payable to or in respect of the Member from the Fund except to the extent that such benefits are purchased by the additional voluntary contributions.

The right to continue or commence additional voluntary contributions under this sub-Rule will obtain in respect of Service after the Normal Pension Date.

G.4 NORMAL RETIREMENT

On his retirement at the Normal Pension Date the Member will be entitled to the Normal Retirement Pension.

G.5 EARLY RETIREMENT

(a) A Member who has in the opinion of the Employer become incapable of discharging his duties by reason of ill-health or other incapacity and who retires as a consequence thereof shall thereupon be entitled to an immediate pension.

If the Member is retiring by reason of permanent ill-health there will be paid in the event of his death before the Normal Pension Date in addition to any dependant's pension under Rule G.9 but instead of any lump sum on death after retirement under the Special Rules the lump sum which would have been payable under Rule G.8 and the Special Rules had the Member died in Service immediately before his retirement.

(b) Subject to the consent of the Trustees and the Employer a Member other than one to whom sub-Rule (a) hereof applies may retire from Service at any

time after attaining age 50 and thereupon become entitled to an immediate pension.

- (c) The pension payable to a Member under this Rule will be calculated in the same manner as the Normal Retirement Pension but will be reduced by such proportion as the Trustees on the advice of the Actuary consider appropriate to take account of earlier payment.

G.6 LATE RETIREMENT

If with the consent of the Employer a Member continues in Service after the Normal Pension Date the commencement of his pension from the Fund may at his election be postponed but not later than his actual retirement. If it be postponed, and the Member is not continuing to make contributions in accordance with Rule G.3 (c), the amount of his pension will be equal to that to which he would have been entitled had he retired at the Normal Pension Date increased by such proportion as the Trustees on the advice of the Actuary consider appropriate having regard to the Member's age at the date when the pension commences to be payable. If the Member had elected with the consent of the Employer to continue the payment of contributions to the Fund after the Normal Pension Date as described by Rule G.3 (c) there would be payable (subject to the appropriate limit set out in Rule G.19 or such larger amount as would not prejudice Approval of the Scheme) a pension calculated as if his date of retirement (or the earlier date of commencement of his pension, as the case may be) were the Normal Pension Date (with his Final Pensionable Salary or Final Pensionable Pay as the case may be recalculated accordingly) increased by such proportion as the Trustees on the advice of the Actuary consider appropriate having regard to the Member's age at the date when the pension commences to be payable. In the event of the death of such Member before the cessation of such contributions there shall be payable the benefits described by Rule G.8 and the Special Rules as if he had died before the Normal Pension Date.

G.7 OTHER PROVISIONS RELATING TO RETIREMENT BENEFITS

- (a) The pension to which a Member is entitled from the Fund will be paid in advance by monthly instalments for the remainder of his lifetime commencing on the first day of the month following the month in which his Normal Pension Date (or the date of his retirement if that is other than the Normal Pension Date) falls and the last payment being the instalment due on or next before the date of death of the Member.
- (b) The Trustees may subject to the payment to the Fund by the Employer of such additional contribution as the Actuary may prescribe augment the pension or other benefits payable to or in respect of a Member. The Trustees may also subject to the payment into the Fund by the Employer of such additional contributions (if any) as the Actuary may prescribe award to persons already in receipt of pensions from the Fund supplementary pensions (in addition to the increases provided under Rule G.18) of such amount and on such conditions as the Trustees shall think fit. Every such supplementary pension shall be subject to the Rules with the exception that its award shall not (unless the Trustees so prescribe) increase the amount of any benefit payable on the death of that person. No supplementary pension paid under this sub-Rule shall be such as would cause the relevant person's pension to exceed the appropriate limit described by Rule G.19 increased in the same proportion as the increase since the date of commencement of pension in the Government's Official Index of Retail Prices.
- (c) If the Employer has on or after his retirement undertaken to provide a Member or other person being either an ex-Employee (which term includes for this purpose an ex-director) or a person being a Dependant of such ex-Employee with a permanent increase in his pension or a permanent pension as

the case may be, the Employer may pay to the Trustees and the Trustees shall accept a contribution of such amount as shall in the opinion of the Actuary be sufficient to provide such increase or such pension as the case may be from the Fund. Upon such acceptance the payment of the said increase or the said pension as the case may be shall be secured (ranking equal with other such increases or such pensions for the Member, such person and other Members and other such persons) in priority to all other benefits from the Fund.

The benefits provided or increased in accordance with this sub-Rule shall be reduced to the extent necessary to ensure that they are within the limits prescribed by the Rules as a condition of Approval of the Scheme for benefits to Members and other Dependants on the assumption (where necessary) that the recipient of the benefits is either a Member or receives his benefits by virtue of the death of a Member.

G.8 DEATH IN SERVICE

On the death in Service of an eligible Member there shall be paid the benefits specified and defined by the Special Rules.

G.9 DEATH AFTER RETIREMENT

On the death of a Member after his retirement on pension from the Fund there shall be payable the benefits specified and defined by the Special Rules.

G.10 COMMUTATION OF PENSION

(a) A Member may when his pension from the Fund commences to be payable elect to exchange part of that pension for a lump sum which (subject to the Special Rules and Rule G.19) is when added to similar lump sums from all other retirement benefits schemes of the Employers or to which any of the Employers contributes or has contributed equal to $\frac{3}{80}$ ths of his Final Pensionable Salary or Final Pensional Pay as the case may be for each year of Pensionable Service.

- (b) Where the member is in exceptional circumstances of serious ill health or if his pension from the Fund together with the pension and pension equivalent of benefits not in pension form from all other retirement benefits schemes of the Employers or to which the Employers contribute or have contributed does not exceed £52 per annum or such higher sum as would not prejudice Approval of the Scheme the whole of his pension from the Fund may if he so wishes be exchanged for a cash sum less any deduction made by the Trustees of the tax for which they are liable in respect of such payment. If the whole of the member's pension is so commuted any pension payable in the event of his death and which is when aggregated with all similar pensions payable under other retirement benefits schemes of the Employers or to which any of the Employers contributes or has contributed not more than £52 per annum or such higher sum as would not prejudice Approval of the Scheme may at the Member's election also be exchanged for a cash sum, from which will be deducted the tax for which the Trustees are liable as aforesaid.
- (c) The rate of conversion of pension to lump sum for the purpose of this Rule shall be as decided by the Trustees on the advice of the Actuary.

G.11 DEPENDANTS' PENSION

- (a) A Member may upon giving reasonable notice before the Normal Pension Date or the date of actual retirement if earlier elect in writing to surrender at that date a part of his own pension from the Fund to provide for his wife in the event of his death a pension of an amount which is in the opinion of the Trustees on the advice of the Actuary equal in value to the amount of the reduction in his own pension commencing at his death and payable for the remainder of the lifetime of his widow.

- (b) The amount of his pension so surrendered shall not be such as would yield a pension to his wife greater than that remaining payable to the Member from the Fund.
- (c) In the event of the death of the Member or of his wife before the Normal Pension Date (or the date of earlier retirement as the case may be) any election made as aforesaid shall be cancelled and the appropriate benefits payable as if it had not been made.
 Otherwise no election so made can be cancelled without the consent of the Trustees and then only before the Normal Pension Date (or the date of earlier retirement, as the case may be)
- (d) Subject to the consent of the Employer and the Trustees the election hereinbefore referred to and the conditions upon which it can be exercised may be made in favour of a Dependant other than a wife.
- (e) Any election made under this Rule in favour of a wife or Dependant can only be made if the marriage or the dependency (as the case may be) existed on the date at which the notice was given.
- (f) A Member whose pension is deferred under Rule G.6 may at any time before his actual retirement make an election similar to that described above provided that the person in whose favour it is made is his wife or Dependant at the Normal Pension Date.

G.12 CESSATION OF ELIGIBILITY

If a Member ceases to be eligible while remaining in Service his contributions to the Fund will be discontinued until he again becomes eligible. The benefits in respect of him under the Scheme will remain subject to the Rules (except for a reduction in their amount by reason of the cessation of contributions by and in respect of him) and will become payable in accordance with the Rules on his leaving Service on retirement or otherwise.

G.13 LEAVING SERVICE

- (a) If a Member leaves Service before the Normal Pension Date other than on early retirement in accordance with Rule G.5 or death he will be entitled to choose either (i) a refund of his contributions to the Fund less any deduction of income tax in accordance with the Trust Deed for which the Trustees are liable or (ii) a pension from the Fund commencing at the Normal Pension Date equal in value to the said refund before the deduction of tax.

The option to take the benefits described at (i) above is not available if the Member has at any time during his membership received remuneration from the Employer in excess of £5,000 per annum and for such a Member the first sentence of sub-Rule (c) hereof shall not apply to him. In addition, but subject to the foregoing sentence the option to take the benefit described at (ii) above is not available to a Member whose total pension payable thereunder is less than £12 per annum.

- (b) If the Member to whom sub-Rule (a) hereof refers has before leaving Service completed at least five years' Pensionable Service (as defined by the Special Rules) and is not leaving by reason of a dismissal for fraud or misconduct or resignation to avoid such dismissal (whether or not there has been fraud or misconduct being decided by the Employer) then if he has chosen or is deemed to have chosen the benefit described at option (ii) thereof the pension described in that option will be increased to the extent necessary to make it equal to the pension calculated in the same manner as the Normal Retirement Pension but based upon his actual Pensionable Salary at and his actual Pensionable Service to the date of his leaving.
- (c) A Member having chosen (or being deemed to have chosen) the option in item (ii) of sub-Rule (a)

hereof may if he has not reached the Normal Pension Date and is not receiving a pension from the Fund and has not received any benefit derived from payments made by the Employers to any other retirement benefits scheme of the Employers and provided that the portion of the Scheme from which his benefit is derived has not been terminated and the appropriate part of the Fund wound up elect to receive in lieu of all other benefits from the Fund a refund of all his contributions to the Fund less any deduction of income tax made by the Trustees in accordance with the Trust Deed. In the event of the death of such a Member before the Normal Pension Date and before having made any election as described in this sub-Rule there would be paid to his legal personal representatives a refund of his said contributions.

- (d) If the Trustees anticipate that a Member will cease to be eligible and will become qualified to enter another pension scheme or arrangement of the Employers they may at their discretion but not for longer than a period of one year deem him to remain a Member and eligible until he enters such other scheme or arrangement.
- (e) If a Member having left Service and chosen the option in item (ii) of sub-Rule (a) hereof later re-enters Service and again becomes eligible the Trustees may at the request of the Employer cancel his entitlement to pension under this Rule and allow the Member's previous Service to be deemed to form part of his Pensionable Service (as defined by the Special Rules) for the purpose of Rule G.4.

If such Member had chosen the option in item (i) of sub-Rule (a) hereof any previous Service cannot be counted as part of Pensionable Service.

G.14 TRANSFER OUT

If the Member having left Service enters the employment of another employer (not being one of the Employers) in

respect of which he becomes a member of a scheme (hereinafter called "the other scheme") which has received Approval or is otherwise approved for the purposes of this Rule by the Commissioners of Inland Revenue the Trustees may at his request instead of paying or preserving the benefits to which he is entitled from the Fund under Rule G.13 transfer to the other scheme a cash sum or other assets not exceeding the value (as calculated by the Actuary) of the Member's interest in the Fund at the time of transfer. Any such transfer shall be subject to the Trustees

- (i) having previously ascertained from the trustees or administrator of the other scheme the Act and the section thereof under which the other scheme has been approved by the Commissioners of Inland Revenue
- (ii) when making the payment certifying what proportion (if any) of the assets transferred represents the contributions by the Member to the Fund.
- (iii) notifying the trustees or administrator of the other scheme where the Member's total Pensionable Salary from the Employers has at any time during his membership exceeded £5,000 per annum so that no refund of his contributions to the Fund should be permitted during his lifetime and
- (iv) if a transfer payment had previously been received by the Fund in respect of the Member from another scheme, notifying the said trustees or administrator what part of such payment represented contributions by the Member and what restriction were certified by the transferors thereof to apply to the refund of such contributions.

The transfer shall also be subject to the Member releasing the Trustees from any liability in respect of the said benefits.

The provisions of this Rule shall apply mutatis mutandis to a Member who without leaving Service, becomes eligible for and enters membership of another

retirement benefits scheme of one or more of the Employers.

G.15 TRANSFER IN

If a Member who is entitled to benefits under another pension scheme ("the other scheme") so requests the Trustees may if they think fit accept from the other scheme any cash sum or other assets ("the transfer payment") which the trustees or other persons having the necessary powers thereunder are authorised to pay to them in substitution for the Member's entitlement thereunder and thereupon the Member shall be entitled from the Fund to such additional benefits as are in the opinion of the Trustees on the advice of the Actuary appropriate having regard to the value of the transfer payment.

The acceptance of the transfer and the provision of such additional benefits are conditional upon the Trustees receiving from the trustees of the other scheme or the said other persons a certificate of-

- (i) what proportion (if any) of the transfer payment represents contributions by the Member to the other scheme
- (ii) whether the Member's right (if any) under the other scheme to a refund of such contributions is restricted and the nature and extent of such restriction
- (iii) the maximum amount of the Member's benefits under the other scheme which could have been taken in cash form.

The Trustees shall regard as the Member's contributions to the Fund only so much of the transfer payment as was so certified and shall maintain any such restriction on the refund thereof.

Notwithstanding anything contained in this Rule and Rule G.14 to the contrary the provisions of this Rule and Rule G.14 are subject to the terms of any undertaking given by the Trustees to the Commissioners of Inland Revenue.

G.16 TEMPORARY ABSENCE

- (a) If any Member who is eligible is temporarily absent from work either
- (i) for any period on becoming a member of the armed forces of the United Kingdom or any allied country or a whole time member of any organisation engaged in national service work of any such country
 - (ii) for a period not exceeding two and a half years if absence is due to his injury or illness or
 - (iii) for a period not exceeding one year if absence is due to any other cause other than with the consent of the Trustees and subject to the agreement of the Employer
- such Member may be regarded as continuing to be an eligible Member during such period of absence if-
- (i) a refund of contributions has not been paid to him under Rule G.13(a) and
 - (ii) either the Member continues to pay his normal contributions to the Fund or the Trustees agree that such payments be discontinued during the period of absence or the Employer makes such payments as are sufficient for that purpose on his behalf.
- (b) If the Member with the consent of the Trustees discontinues his contributions as aforesaid and does not pay up his arrears of contributions on return to work (which arrears shall be paid by deduction from pay in equal instalments over the next five years of his membership or such longer period as is necessary to ensure that his contributions in any year do not exceed fifteen per cent. of his total remuneration) his Pensionable Service may at the discretion of the Trustees acting on the advice of the Actuary unless the Employer makes the payments as aforesaid be reduced accordingly.

- (c) If at the expiry of the appropriate period of absence specified in sub-Rule (a) hereof the Member does not return to work he shall at the said expiry date cease to be eligible and shall be regarded as having left Service.
- (d) The foregoing provisions of this Rule are subject to the Special Rules.

G.17 GENERAL PROVISIONS

- (a) The Trustees shall appoint an Actuary to the Scheme and shall appoint a new Actuary so often as there may be a vacancy in that office and the Trustees shall have power to remove an Actuary from office whenever they shall think fit.
- (b) Pensions annuities and all other payments under these Rules are payable at the head office of the Company or by payment through the post or otherwise as the Trustees shall decide.
- (c) No Member or other person entitled to benefit from the Fund shall have any claim or right to any benefit except insofar as the Scheme allows and in accordance with the Rules.
- (d) Before making or sanctioning any payment out of the Fund the Trustees may require the production of a certificate or such other evidence as they shall think fit of the birth or death of a Member or of his widow or other dependant or of the identity of any person named in a certificate or any other material fact.
- (e) Every Member or other person entitled to benefit from the Fund shall give notice in writing to the Trustees of his place of residence when he becomes a Member or entitled to a pension or any annuity from the Fund and thereafter shall give immediate notice of any change of residence.
- (f) Nothing contained in these Rules shall in any way restrict the right of any of the Employers or its appropriate officials to terminate the employment of any Member nor shall a benefit to which the Member might be entitled under the Rules be used

as the ground for increasing damages in any action brought by the Member against the Employer for wrongful dismissal.

- (g) Any Member who has not attained the Normal Pension Date and shall have been granted a pension in accordance with Rule G.5(a) or the corresponding rule under another scheme the benefits of which have been transferred to the Scheme shall whenever so required by the Trustees to do so produce a medical certificate that there has been no material change in his ill-health or incapacity. Should such a certificate show that there has been such an improvement in the Member's health as would in the opinion of the Trustees warrant a suspension withdrawal or diminution of such pension then the Trustees acting on the advice of the Actuary shall be entitled in respect of the remaining period before the Normal Pension Date to make such suspension withdrawal or diminution as the Trustees in their absolute discretion see fit but with power for the Trustees in the event of a subsequent deterioration in the health or incapacity of such Member to restore his pension to the original amount payable or to such smaller amount as the Trustees think appropriate.
- (h) Every person having any rights under the Scheme shall be entitled to inspect a copy of the Rules and all amendments thereof and the latest statement of accounts and balance sheet.
- (j) Any person for the time being entitled to the receipt of a pension or other payment from the Fund shall not be entitled to it or if it be a pension to any instalment of it more than six months after it or the instalment has fallen due if the reason for the non-payment within the period of six months was-
 - (i) the failure of that person to claim it, or
 - (ii) the lack of knowledge by the Trustees of the existence or whereabouts of that person or of

any fact or facts giving that person the right thereto

but the Trustees with the approval of the Company may pay any such pension or other payment or part thereof.

- (k) The beneficial interest of any person in the Fund including any payment which may fall due to be made in respect of him on or after his death shall at the Employer's discretion stand charged with the payment of any debts or liabilities owing by and arising out of a criminal negligent or fraudulent act or omission by such person to the Employers or any of them. Production of a certificate signed by the secretary of the Employer that an amount is so owing to it shall be sufficient evidence thereof.

G.18 INCREASES IN PENSION

- (a) Every pension as hereafter specified payable from the Fund shall be increased on each 1st April during which is payable by $2\frac{1}{2}\%$ of the annual rate of such pension in payment on the next preceding 31st March except that the increase on 1st April 1974 and on each 1st April thereafter shall be 3% of the said rate.
- (b) The pension or pensions to which this Rule refers will be
- (i) the pension paid to a Member on his retirement under Rule G.4 G.5 or G.6
 - (ii) the deferred pension in course of payment to a Member who has left Service under Rule G.13 and who has chosen or is deemed to have chosen such pension instead of a lump sum payment
 - (iii) the pension paid to a widow or other dependant on the death of a Member either in Service or after his retirement as described by the Special Rules
 - (iv) the pension (during both its deferment and its payment) payable to the widow or other dependant under Rule G.11

- (v) such other pension as the Employer shall notify to the Member or other recipient
- (c) Except for the pensions listed in sub-Rule (b) hereof no pension shall qualify for the increases described by this Rule.

G.19 LIMITS ON BENEFITS

- (1) Notwithstanding anything hereinbefore contained in the Rules to the contrary the Trustees shall reduce the pension payable to or in respect of a Member from the Fund to ensure that such pension, when added to any pension (and the pension equivalent of any non-pension benefits) payable to or in respect of the Member from all other retirement benefit schemes of the Employers or to which any of the Employers contributes or has contributed does not exceed the appropriate limit as set out below.
 - (a) On retirement at the Normal Pension Date, whichever is the lesser of:
 - (i) 1/60th of final remuneration for each year of Service (or such larger fraction as the Commissioners of Inland Revenue have expressly agreed in relating to his actual period of Service) and
 - (ii) 2/3rds of final remuneration.
 - (b) On early retirement under Rule G.5(a) the same limit as described at (a) above based on notional Service to the Normal Pension Date.
 - (c) On early retirement under Rule G.5(b) or on leaving Service other than on immediate pension, whichever is the greater of
 - (i) 1/60th of final remuneration for each year of Service (any period of Service in excess of forty years being disregarded) and
 - (ii) that proportion which his actual Service (any period of Service in excess of forty years being disregarded) bears to his total potential Service had he

remained in Service to and retired at the Normal Pension Date (any period of Service in excess of forty years being disregarded) of the limit described at (a) above

except that where the pension is payable immediately on early retirement after the completion of less than ten years' Service it shall not exceed such fraction of final remuneration as the Commissioners of Inland Revenue have expressly agreed in relation to that period of Service.

(d) On retirement after the Normal Pension Date as described by Rule G.6 (or on the earlier commencement of pension as the case may be) a pension equal to the greater of

(i) the pension to which the Member would have been entitled had he retired or commenced his pension at the Normal Pension Date increased by such amount as the Trustees on the advice of the Actuary consider appropriate to take account of the period of deferment and the yield on the Fund's investments during that period and

(ii) the limit described at (a) above had the date on which the pension commences to be payable been the Normal Pension Date with the fraction of two-thirds in item (ii) of that limit increased by a further one-sixtieth for each year of Service after the actual Normal Pension Date or by five-sixtieths whichever is less.

(e) On the death of a Member in Service before the Normal Pension Date, pensions to the widow, children and other dependants of the Member each of which does not exceed two thirds of the maximum pension and the total

of which does not exceed the maximum pension where "maximum pension" means the maximum pension (as described at (a) above) which could have been paid to the Member had he survived to and retired at the Normal Pension Date.

(f) On the death of a Member on or after retirement or on death in Service on or after the Normal Pension Date pensions to the widow, children and other dependants of the Member each of which does not exceed two thirds of the maximum pension and the total of which does not exceed the maximum pension where "maximum pension" means:

- (i) in the case of a Member whose pension has already commenced to be payable the maximum pension which could have been paid under item (a) or item (d) above on the date when the pension commenced and
- (ii) in the case of a Member who was still in Service and whose pension had not commenced to be payable the maximum pension that could have been paid under item (d) above had his pension commenced on the date before his death.

Where during a Member's Service the Trustees consider on the advice of the Actuary that any of the limits as items (a) (b) (c) or (d) above may be exceeded they shall be entitled notwithstanding anything to the contrary in Rule G.3 to reduce the amount of the Member's ordinary annual contributions to the Fund to ensure compliance with the terms of this sub-Rule.

(2) Notwithstanding anything contained in the foregoing Rules to the contrary, the Trustees shall reduce the lump sum payable from the Fund on the death of a Member in Service (other than one payable by way of a refund of or sum equal to his contributions) to ensure that such sum when

aggregated with similar lump sums payable on such death from all other retirement benefit schemes of the Employers or to which any of the Employers contributes or has contributed and any retained benefits shall not exceed the greater of

(a) £5,000 and

(b) four times his final remuneration

For the purpose of this sub-Rule "retained benefits" means all lump sums payable on the Member's death deriving from any scheme or arrangement (other than one referred to above) in respect of his employment prior to his entry into Service but ignoring those benefits which the Commissioners of Inland Revenue have expressly agreed can be excluded.

- (3) Notwithstanding anything contained in the Rules to the contrary the Trustees shall limit the right of a Member to elect under Rule G.10(a) and any increase under Rule G.7(b) so as to ensure that the cash equivalent of all non-pension benefits payable to him from the Fund and all other retirement benefit schemes of the Employers or to which any of the Employers contributes or has contributed does not exceed the lesser of:

(a) three eightieths of final remuneration for each year of Service (or such larger fraction as the Commissioners of Inland Revenue have expressly agreed in relation to his actual period of Service) and

(b) the amount by which one and one half times final remuneration exceeds the cash equivalent of any retained benefits

and for the purpose of this sub-Rule "retained benefits" means the cash equivalent of all non-pension benefits to which the Member is entitled on retirement deriving from any scheme or arrangement (other than one referred to above) in respect of his employment prior to his entry into Service but ignoring those benefits which the

Commissioners of Inland Revenue have expressly agreed can be excluded.

(4) For the purpose of this Rule "final remuneration" means the greatest of

(i) the highest annual remuneration for any one of the five years in Service preceding the relevant date of retirement or death

(ii) the highest yearly average of remuneration for any three or more consecutive years in Service ending not earlier than ten years before the relevant date of retirement or death and

(iii) in the case of a lump sum death benefit as described in sub-Rule (2) hereof the rate of annual remuneration payable immediately before the date of death

where remuneration means the comparable sterling equivalent salary as assessed by the Employers for the year in question (together with the yearly average of all fluctuating emoluments over that year and the two preceding years or for such shorter period as they have been payable).

In calculating final remuneration any reductions in remuneration during the last ten years' Service due to ill health will be ignored and (for the purpose of allowing a higher level of total benefits but so that lump sum retirement benefits shall only be increased in the same proportion as the total benefits are also increased in this manner) the amount of remuneration in any year will be increased in the same proportion as the corresponding increase in the Government Official Index of Retail Prices during the period from the end of the said year to the relevant date of retirement or death.

G.20 NATIONAL INSURANCE ACT 1965

Notwithstanding anything contained in the Rules to the contrary, in so far as a Member is covered by a Certificate of Non Participation by virtue of benefits

provided in respect of him under the Scheme the following overriding provisions shall apply to the Scheme -

- (a) The pension secured under the Scheme for a Contracted Out Member at Insured Pensionable Age or at the Normal Pension Date whichever is earlier shall not be less in amount than the Equivalent Pension Benefits.
- (b) A Contracted Out Member shall be entitled to retire at Insured Pensionable Age notwithstanding that the Normal Pension Date is later than the attainment of Insured Pensionable Age.
- (c) A Contracted Out Member who retired from or leaves Service at or after attainment of Insured Pensionable Age or the Normal Pension Date whichever is earlier shall thereupon be absolutely and indefeasibly entitled to the Equivalent Pension Benefits (subject to the prohibition by the Trust Deed on assignment of benefits).
- (d) A Contracted Out Member who ceases to be eligible while continuing in Service shall unless a Payment in lieu has been made in respect of him be absolutely and indefeasibly entitled to the Equivalent Pension Benefits (subject to the said prohibition as aforesaid) which shall be payable from a date not later than attainment of the Insured Pensionable Age.
- (e) A Contracted Out Member who retires before the Normal Pension Date in accordance with Rule G.5 shall not be entitled to receive an immediate pension from the date of retirement unless the pension under that Rule is not less than the Equivalent Pension Benefits and not less than £6 per annum. If the said pension is less than the Equivalent Pension Benefits or less than £6 per annum his benefits shall be dealt with in accordance with paragraph (f) of this Rule as though he had left Service under the provisions of Rule G.13.

(f) A Contracted Out Member who leaves Service before the Normal Pension Date in accordance with Rule G.13 and before attaining the Insured Pensionable Age shall not be entitled to choose option (ii) of Rule G.13(a) unless the total pension to which he is entitled at Insured Pensionable Age under that Rule is not less than the Equivalent Pension Benefits and not less than £6 per annum. If the total pension as aforesaid is less than the Equivalent Pension Benefits or less than £6 per annum then he will be deemed to have chosen option (i) of Rule G.13(a) whereupon the Trustees shall be entitled at the request of the Employer to deduct from the sum due to the Contracted Out Member under that option and pay to the Employer the lesser of

(i) an amount equal to one half of the Payment in lieu for which the Employer is liable to the National Insurance Fund in respect of such Contracted Out Member and

(ii) the amount due to the Contracted Out Member in respect of contributions paid to the Fund during any period of Contracted Out Service

If the whole pension as aforesaid is not less than the Equivalent Pension Benefits and not less than £6 per annum or if the Trustees in their discretion decide the Contracted Out Member shall be absolutely and indefeasibly entitled (unless the Employer makes a Payment in lieu) to a pension of an amount not less than the Equivalent Pension Benefits (subject to the prohibition in the Trust Deed as aforesaid) which shall be payable from a date not later than attainment of Insured

Pensionable Age. If the Contracted Out Member becomes entitled to such pension and chooses option (i) in Rule G.13(a) the amount of the said pension shall not exceed the maximum amount which the Commissioners of Inland Revenue have agreed would not, on the exercise of such choice, affect

Approval of the Scheme and the Trustees shall be entitled to deduct from the sum due to the Contracted Out Member by way of a refund of contributions an amount not exceeding that which was required to secure the said pension.

(g) Subject to the said prohibition the Equivalent Pension Benefits shall be payable to the Contracted Out Member for life and shall not be capable of surrender commutation assignment termination or suspension.

(h) For the purposes of this Rule -

"Certificate of Non-Participation" means a certificate of non-participation issued under the provisions of the National Insurance Act 1965.

"Contracted Out Member" means a Member in respect of whom a Certificate of Non-Participation has been or is for the time being in force.

"Insured Pensionable Age" means age 65 in the case of a male Member and age 60 in the case of a female Member.

"Contracted Out Service" means any period of a Member's Service before attainment of Insured Pensionable Age during which a Certificate of Non-Participation is in force in respect of him and which is Service in non-participating employment within the meaning of the National Insurance Act 1965.

"Equivalent Pension Benefits" means a pension of an amount equal to the minimum rate of equivalent pension benefits applicable in respect of any period of Service under the provisions of the National Insurance Act 1965.

"Payment in lieu" means a payment in lieu of contributions to the National Insurance Fund under the provisions of the National Insurance Act 1965. Reference in this Rule to the National Insurance Act 1965 shall include a reference to any statutory modification or re-enactment of that Act for the time being in force.

Notwithstanding anything hereinbefore contained in this Rule to the contrary, any pension which but for this Rule would not have been payable from the Fund shall be a pension payable to the relevant Member and for the avoidance of doubt it is confirmed that no widow's pension under Rule G.9 and the Special Rules would be payable from the Fund by reason of the payment of such pension.

G.21 PRESERVATION OF BENEFITS

The provisions of this Rule shall after 5th April 1975 apply notwithstanding anything contained in any of the other Rules to the contrary excepting those relating to the limitation of benefits required as a condition of Approval of the Scheme.

- (1) A Member whose Service is terminated (otherwise than by death) before the Normal Pension Date shall be entitled to the short service benefit if he has
 - (a) attained age 26 and
 - (b) completed at least five years' qualifying service except that for the purpose of this sub-Rule Service shall be deemed not to have been terminated if the Member then
 - (i) re-enters Service within one month of such termination or
 - (ii) having completed at least five years' qualifying service before such termination subsequently re-enters Service.
- (2) Subject to sub-Rule (4) hereof and except in the circumstances described in Rule G.5(a) the short service benefit shall be payable in the same manner as long service benefit when the Member reaches the Normal Pension Date or (as the case may be) dies after that date.
- (3) Short service benefit shall be computed on the same basis as long service benefit except that short service benefit shall where necessary be increased so that its value or the value of one of

the alternative benefits specified in items (a) and (b) of sub-Rule (7) hereof or sub-Rule (9) hereof will to the reasonable satisfaction of the Trustees exceed or compare reasonably with the amount of the contributions paid by the Member and not refunded to him.

(4) Short service benefit shall include all additional benefits to which a Member would be entitled as long service benefit, including any additional benefit which:

- (a) has been granted, either at the time membership commenced or subsequently, in respect of Service prior to the date of the grant
- (b) is not related to length of Pensionable Service or the number or amount of contributions paid or
- (c) represents a transfer of accrued rights from another scheme

except that in the case of:

- (i) an additional benefit to which the Member is to contribute the whole or a part of the cost where such whole or part has not been fully contributed by the time Service is terminated and
- (ii) an additional benefit under (a) or (b) above to which the Member has not contributed

short service benefit shall include such proportion of the additional benefit as the period of Service since the date on which the benefit was granted bears to the period from such date until the Normal Pension Date.

(5) Pensions increases shall be added to short service benefit after the Normal Pension Date at the same time and to the same extent as to long service benefit.

(6) A Member who is entitled to short service benefit may elect to give up a part of such benefit to provide a pension commencing on his death after

the Normal Pension Date for his wife or other
Dependant in accordance with Rule G.11

- (7) A Member who becomes entitled to short service benefit shall have the option (exercisable by notice in writing given to the Trustees on termination of Service or at any later time before the Normal Pension Date) of selecting alternative benefits thereto as set out below:
- (a) a reduced pension of an amount determined in accordance with Rule G.5(c) and payable in accordance with Rule G.7(a), to commence at such time before the Normal Pension Date as the Member may select and notify to the Trustees
 - (b) an increased pension of an amount determined in accordance with Rule G.6 and payable as provided by Rule G.7(a), to commence on such date after the Normal Pension Date as the Member may select and notify to the Trustees being not later than the date on which he ceases to be in employment or the date on which he attains age 70, whichever is the earlier, and in the event of the death of the Member on or after Normal Pension Date but before the commencement of his pension he shall be deemed to have notified the Trustees that his pension is to commence on the date of his death and the benefits from the Fund in respect of him shall be paid accordingly
 - (c) subject to the £5,000 limit on remuneration to which Rule G.13(a) refers the return without interest thereon of the contributions the Member has paid in respect of
 - (i) Service before 6th April 1975 and
 - (ii) provided that being eligible he has selected the return of his contributions under item (i), Service after that date if it has continued for not more than five years after 5th April 1975.

- (d) subject to the agreement of the Trustees, payment of a transfer value to secure additional benefits under another scheme in accordance with Rule G.14
- (8) Where a Member is entitled to short service benefit:
- (a) Rule G.17(j) shall not apply to him except to the extent that the failure to claim the benefit or the lack of knowledge by the Trustees of the existence or whereabouts of the Member or of any fact or facts giving him the right to the short service benefit has continued for a period of at least six years
 - (b) Rule G.17(k) shall only apply to the short service benefit (but not in any event to the extent that it represents benefits transferred to the Scheme from another retirement benefits scheme) if the Member is the person referred to by that sub-Rule and subject to the following conditions, namely;
 - (i) the amount recovered must not be greater than the amount of the debt nor greater than the actuarial value of the Member's actual or prospective benefits at the time
 - (ii) the Member must be given a certificate showing the amount recovered and its effect on his benefits
 - (iii) in the event of a dispute about the amount due the lien cannot be exercised until the debt has become enforceable under a court order or the award of an arbitrator.
- (9) Instead of being provided under the Scheme short service benefit or benefits alternative thereto may if the Trustees so determine be assured to the Member (subject to the consent of the Member if the benefits to be assured are alternative to short service benefit) by the purchase of a policy

of insurance or annuity contract in the name of the Member such policy or contract being effected with the United Kingdom office or branch of an insurance company to which Part II of the Insurance Companies Act 1974 or the Insurance Companies Act (Northern Ireland) 1968 applies and which is authorised by section 3 of the former Act or section 4 of the latter Act to carry on ordinary long-term insurance business as defined by that Act.

- (10) On the winding up or the partial winding up of the Scheme the Members affected thereby then in Service before the Normal Pension Date will be dealt with in accordance with Clause 21(b) of the Trust Deed except that the Trustees shall be entitled to make transfer payments to another scheme without the consent of the Members concerned if such other scheme is one relating to the same employment or another employment with the same Employer or his successor.
- (11) For the purpose of this Rule:
- (a) "long service benefit" means the benefits to which a Member his widow dependants and personal representatives will be entitled under the Scheme if he remains in Service until the Normal Pension Date
 - (b) "short service benefit" means the benefit payable to or in respect of a Member under the Scheme on termination of Service (other than by death) before the Normal Pension Date, such benefits consisting of or comprising benefits of any description (whether pension or lump sum and including any option contained in the Rules to substitute the one for the other in whole or in part) which would have been payable to or in respect of him or available to him as long service benefit

(c) "qualifying service" means in relating to a Member the aggregate of the following periods, namely:

- (i) Service (whether or not continuous) which is pensionable under the Scheme
- (ii) years of Service while a member of another scheme relating to the same or any other employment in respect of which additional rights to long service benefit have been granted under this Scheme in substitution for accrued rights under such other scheme

except that no account shall be taken of any period which does not qualify the Member for long service benefit and no period shall be reckoned twice.

G.22 SPECIAL PROVISIONS APPLICABLE TO SALARY OR WAGES

Notwithstanding anything contained in the General and Special Rules to the contrary if the Company is advised by the Actuary that in the prevailing economic conditions it is in the interest of the solvency of the Fund to do so, the Company shall give notice to the Trustees and the Members affected that part or all of any general rise in the rate of annual salary or wages awarded to Members or any class of Members shall not be taken into account for the purpose of determining the contributions payable by such Members and the benefits to which they may become entitled under the Scheme. Upon receipt of such notice the Trustees shall subject to Clause 17 of the Trust Deed make such amendments as are required to the Rules to give effect to the notice and administer the Scheme without regard to that part of such annual salary or annual wages which is to be disregarded.

G.23 ELECTION BY EMPLOYER

Notwithstanding anything contained in the General and Special Rules to the contrary, an Employer may on first participating in the Scheme agree with the Trustees that such participation shall be on conditions which

are different from those set out in the General Rules and the Special Rules. Any such conditions shall subject to Clause 17 of the Trust Deed be introduced as amendments to the General Rules and the Special Rules in accordance with that Clause and the General Rules and Special Rules (as so amended) shall apply to the Members affected. Such conditions shall be notified to the Members concerned in writing and the General Rules and the Special Rules shall apply to such Members as if they had been amended in conformity with such conditions as are so notified to them.

SPECIAL RULES

SALARIED STAFF PENSION SCHEME

S.1 DEFINITIONS

- (i) "Salaried Staff Member" means a Member who is eligible for and has been accepted for membership of this section of the Scheme called the Salaried Staff Pension Scheme and has not become ineligible for such special membership
- (ii) "Pensionable Salary" means the annual rate of basic salary together with bonus and commission for the previous year where appropriate less a deduction of £468 or such other figure as the Trustees shall from time to time notify to the Member (hereinafter called "the disregard") as being an appropriate adjustment to take account of the basic State pension for a single person or an amount equal to the disregard whichever is greater. For the purpose of calculating contributions and benefits Pensionable Salary will be determined on each 1st October and will continue unchanged until the next following 1st October.
- (iii) "Final Pensionable Salary" means the highest average of Pensionable Salary of any period of three consecutive years during the ten years (or such shorter period during which Pensionable Salary has been payable) ending on the Normal Pension Date or the date of actual retirement or leaving service whichever is earlier.
- (iv) "Pensionable Service" means the period of Service during continuous membership of the Scheme until the Normal Pension Date and shall be deemed to include corresponding service while a member of a Previous Scheme on the basis considered by the Trustees to be appropriate and as notified in writing to the Member concerned.

S.2 REVISION DATE

The Revision Date for this section of the Scheme is the 1st October 1971.

S.3 ELIGIBILITY

An Employee will be eligible for membership of this section of the Scheme if (subject to Rule G.2) he is

- (a) a permanent Administrative or Executive Salaried Staff employee or such other employee as the Employer shall designate
- (b) aged not less than 21 years (if male) or 25 years (if female) except that after 30th September 1973 the age qualification for the female employees will be 21 years
- (c) has completed at least 12 consecutive months in Service.

An Employee so eligible may apply to join the Scheme on the next following Entry Date subject to Rule G.2.

S.4 CONTRIBUTIONS

During his membership of this section of the Scheme a Salaried Staff Member will contribute to the Fund at the rate of 6% of his Pensionable Salary.

S.5 NORMAL RETIREMENT PENSION

For the purpose of Rule G.4 the Normal Retirement Pension of a Salaried Staff Member is 1/60th of his Final Pensionable Salary for each year (with an appropriate proportion for each complete month of any incomplete year) of Pensionable Service while a Salaried Staff Member together with any pension rights in respect of Pensionable Service while a Member of any other section of the Scheme.

S.6 DEATH IN SERVICE

In the event of the death of a Salaried Staff Member in Service (or subject to Rule G.5 in retirement if a pension is being received early on grounds of ill-health, to the extent of the lump sum benefit described at item (a) below) before the Normal Pension Date there shall be payable the following benefits, namely-

- (a) a lump sum equal to three times the rate of his annual salary at the date of his death together with where applicable bonus and commission payments received by him during the year ending on that date.

- (b) a pension commencing on the 1st day of the month which next follows the date of his death equal to one third of the pension to which he would have been entitled from the Fund had he survived to and retired at the Normal Pension Date as a Salaried Staff Member based on his Pensionable Salary at the date of death and payable to his widow and such other Dependant or Dependents

as the Trustees shall in their absolute discretion decide in such proportions and for such periods as they shall in their absolute discretion decide.

S.7 DEATH AFTER RETIREMENT

In the event of the death of a Salaried Staff Member after his retirement on pension under the Scheme there shall be paid the following benefit, namely

- (a) a pension commencing on the 1st day of the month which next follows the date of his death equal to one half the pension to which he was entitled at the date of his retirement increased by the rate of escalation prescribed by Rule G.18 applicable since the date of retirement and payable to his widow or such other Dependant or Dependents as the Trustees shall in their absolute discretion decide in such proportions and for such periods as they shall in their absolute discretion decide, or
- (b) if neither the pension at (a) above nor the benefit described by the second paragraph in Rule G.5(a) is payable, a lump sum payable to his legal personal representatives for the benefit of his estate equal to the amount by which the value of five years' instalments of the Member's own pension from the Fund exceeds the total of the instalments of such pension already due and paid to him.

For the purpose of this Rule a Member who dies in Service after the Normal Pension Date shall be deemed to have retired on the date on which his pension commenced to be payable or on the date of death, whichever is earlier, and the provisions of this Rule will be construed and applied accordingly.

PAYROLL STAFF PENSION SCHEME

P.1 DEFINITIONS

- (i) "Payroll Staff Member" means a Member who is eligible for and has been accepted for membership of this section of the Scheme called the Payroll Staff Pension Scheme and has not become ineligible for such special membership.
- (ii) "Pensionable Pay" means the Scheme Basic Pay which will be determined according to the formula authorised by the Employer and as notified in writing to each Member less a deduction of £312 or such other amount as the Trustees consider appropriate (hereinafter called "the disregard") by way of adjustment for the basic State pension for a single person or an amount equal to the disregard, whichever is greater. Pensionable Pay will be determined on each 1st October and will then continue unchanged until the next following 1st October.
- (iii) "Final Pensionable Pay" means the highest average of Pensionable Pay of any period of three consecutive years during the ten years (or such shorter period during which Pensionable Pay has been received) ending on the Normal Pension Date or the date of retirement or leaving service whichever is earlier.
- (iv) "Pensionable Service" means the period of Service during continuous membership of the Scheme until Normal Pension Date but shall be deemed to include corresponding service while a member of a Previous Scheme on the basis considered by the Trustees to be appropriate and as notified in writing to the Member.

P.2 REVISION DATE

The Revision Date for this section of the Scheme is the 1st May 1972.

P.3 ELIGIBILITY

An Employee will be eligible for the purpose of Rule G.2 for this section of the Scheme if he

- (a) is a full time Employee on the Employer's permanent Payroll Staff or such other Employee as the Employer shall designate
- (b) is aged at least 21 years
- (c) has completed at least three consecutive years of full-time employment in Service except that the Service qualification after 30th September 1973 will be twelve consecutive months of full-time employment
- (d) is not otherwise eligible for membership of the Scheme.

P.4 CONTRIBUTIONS

During his membership of this section of the Scheme the Payroll Staff Member will contribute to the Fund at the rate of 4% of his Pensionable Pay.

P.5 NORMAL RETIREMENT PENSION

For the purpose of Rule G.4 the Normal Retirement Pension of a Payroll Staff Member is 1/80th of his Final Pensionable Pay for each year (with an appropriate proportion for each complete month of any incomplete year) of Pensionable Service while a Payroll Staff Member together with any pension rights in respect of pensionable service while a member of any other section of the Scheme.

P.6 DEATH IN SERVICE

In the event of the death of a Payroll Staff Member in Service (or subject to Rule G.5 in retirement if a pension is being received early on grounds of ill-health) before the Normal Pension Date there shall be paid a lump sum equal to the Scheme Basic Pay of the Member at the date of his death except that if death occurs after 30th September 1973 and before the Normal Pension Date the said lump sum shall be one and one-half times the said Scheme Basic Pay.

P.7 DEATH AFTER RETIREMENT

In the event of the death of a Payroll Staff Member after his retirement on pension under the Scheme there shall be paid the following benefit, namely -

- (a) a pension commencing one month after the date of the last payment of the Member's own pension equal to one half of the pension to which the Member was entitled at the date of his retirement increased by the rate of escalation prescribed by Rule G.18 applicable since the date of retirement and payable to his widow and such other Dependant or Dependents as the Trustees shall in their absolute discretion decide in such proportions and for such periods as they shall in their absolute discretion decide or
- (b) If neither the pension at (a) above nor the benefit described by the second paragraph in Rule G.5(a) is payable; a lump sum payable to his legal personal representatives for the benefit of his estate equal to the amount by which the value of five years instalments of the Member's own pension from the Fund exceeds the total of the instalments of such period already due and paid to him.

For the purpose of this Rule a Member who dies in Service after the Normal Pension Date shall be deemed to have retired on the date on which his pension commenced to be payable or on the date of death, whichever is earlier, and the provisions of this Rule will be construed and applied accordingly.