

1963 No. 1108

## CIVIL AVIATION

## AIR CORPORATIONS

**The Air Corporations (General Staff, Pilots and Officers Pensions) (Amendment) (No. 2) Regulations 1963**

*Made* - - - - - 18th June 1963  
*Coming into Operation* 19th June 1963

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

1.—(1) The Joint Pension Scheme established and maintained by virtue of the Airways Corporations (Pensions) Regulations 1948 to 1963(c) shall be in accordance with the provisions of the Trust Deed and amending Deeds, copies of which are set out in the Schedules to those Regulations, as further amended by a Deed dated 20th May 1963 a copy of which is set out in the Schedule to these Regulations.

(2) The said Deed dated 20th May 1963 is accordingly confirmed and shall come into operation on 19th June 1963.

2.—(1) These Regulations shall come into operation on 19th June 1963, and may be cited as the Air Corporations (General Staff, Pilots and Officers Pensions) (Amendment) (No. 2) Regulations 1963.

(2) These Regulations—

(a) shall be construed as one with the Airways Corporations (General Staff Pensions) Regulations 1948(d);

(b) may be cited together with the Air Corporations (Pensions) Regulations 1948 to 1963 as the Air Corporations (Pensions) Regulations 1948 to 1963.

3. The Interpretation Act 1889(e) shall apply for the purpose of the interpretation of these Regulations as it applies for the purpose of the interpretation of an Act of Parliament.

*R. Burns,*  
 An Under Secretary of the  
 Ministry of Aviation.

18th June 1963.

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(a) 12, 13 & 14 Geo. 6. c. 91.

(b) There is no amendment which relates to the subject-matter of these Regulations.  
 (c) S.I. 1948/2361 (Rev. I, p. 1275; 1948 I, p. 437); 1950/2056, 1951/527, 1953/611, 1296, 1956/305, 1957/87, 1959/42, 1961/445, 2161, 1963/1068, (1950 I, p. 341; 1951 I, p. 243; 1953 I, pp. 227, 231; 1956 I, p. 452; 1957 I, p. 395; 1959 I, p. 687; 1961 I, p. 1089; III, p. 3889; 1963 II, p. 1842).  
 (d) S.I. 1948/2361 (Rev. I, p. 1275; 1948 I, p. 437). (e) 52 & 53 Vict. c. 63.

## SCHEDULE

THIS DEED is made the twentieth day of May One thousand nine hundred and sixty three 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 Bealine House Ruislip in the County of Middlesex (hereinafter called "the Corporations") of the first part RANKIN LORIMER WEIR REGINALD CHARLES AMOORE JOHN DOUGLAS ELLIOTT DEREK HARDING GLOVER JOHN WILLIAMS HAWKINS CYRIL ALFRED HERRING CHARLES GEORGE KLIMCKE EDWARD ALBERT NEWMAN JOHN OXFORD DENIS IVES PEACOCK JOHN CHARLES WILLIAM SPRINGBETT FRANK CHARLES TEAGUE 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 1961 and the Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) (No. 2) Regulations, 1961 respectively

## WHEREAS:—

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

(2) At a meeting of the Management Trustees held on the Eighth day of May One thousand nine hundred and sixty three the said Rankin Lorimer Weir and the said John William Hawkins were appointed to execute this Deed in accordance with the 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. IN Clause 19(a) of the said Trust Deed the words "including wives or widows or other dependants of Members or Pensioners actually or contingently entitled to benefits in accordance with the Rules" shall be substituted for the words "including wives or other dependants of pensioners contingently entitled to benefits under nominations made by pensioners in accordance with the Rules".

2. THE Rules of Part I shall be amended in the manner set out in the First Schedule hereto

3. THE Rules of Part IV including both Part IV Rules—Pilots' Option A and Part IV Rules—Pilots' Option B shall be amended in the manner set out in the Second Schedule hereto

4. THE Rules contained in the Third Schedule hereto shall be added to and become part of the Schedule to the said Trust Deed and shall be known as Part V of the Rules

5. IN this Deed the expressions "Part I" "Part II" "Part III" and "Part IV" shall respectively have the meanings assigned to them in the Schedule to the Deed set out in the Schedule to the Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) Regulations, 1957 and the expressions "Part IV Rules—Pilots' Option A" and "Part IV Rules—Pilots' Option B" shall respectively have the meanings assigned to them in the Deed set out in the First Schedule to the Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) Regulations, 1961.

6. 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 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 FIRST SCHEDULE above referred to*

1. The following definition shall be added to Rule 1:—
  - (f) "Pensioner" means a person who is entitled to a pension or deferred pension under the provisions of Part I.
2. Rule 10 shall be amended by inserting in paragraph (a) thereof the words "an amount equivalent to" before the words "his own contributions" and the word "becomes" shall be substituted for the word "become".
3. Rule 10 shall be further amended by deleting paragraph (f) thereof and by substituting therefor the following paragraph:—
 

"(f) The amounts referred to in this Rule shall be paid to the Nominee of the Member or former Member or failing such Nominee to the legal personal representative of the Member or former Member".
4. Rule 10 shall be further amended by deleting paragraph (g) thereof and by substituting therefor the following paragraph:—
 

"(g) Any sum payable under this Rule shall be reduced by any amount paid in accordance with Rule 11 paragraph (a) or (b) in respect of the same accident: Provided Always that in any case where amounts have become payable in accordance with Rule 11 paragraph (a) or (b) but have not been paid to the Member whose death ultimately occurs as a result of the same accident no payment shall be made under Rule 11 hereof but the benefit provided by this Rule shall be paid in full in lieu thereof."
5. In Rule 11(a) the words "subject to the provisions of Rule 10(g) hereof" shall be inserted after the words "the benefit shall".
6. In Rule 11(b) the words "subject to the provisions of Rule 10(g) hereof" shall be inserted after the words "the benefit shall".
7. The following Rule shall be added:—
 

"10A *Power of Nomination*

  - (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 10 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 Fourteen clear days.
  - (c) If a Member or Pensioner nominates two or more of his relatives or dependents, then in the event of one or more but not all of the said nominees dying before the Member or Pensioner or in appropriate cases failing to survive the Member or Pensioner for the aforesaid period of Fourteen 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 in appropriate cases failing to survive the Member or Pensioner for the aforesaid period of Fourteen 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 in appropriate cases 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 in appropriate cases not surviving the Member or Pensioner for the aforesaid period of Fourteen 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 with the consent of the Management Trustees 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.

(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) In sub-paragraphs (c) and (d) of this Rule, the expression "in appropriate cases" refers to those cases where the Member or Pensioner has with the consent of the Management Trustees invoked the provisions of sub-paragraph (b) of this Rule."

8. The following Rule shall be added:—

*"10B Dependent Child's Allowance*

(a) There shall be paid in respect of each Dependent Child of a deceased female Pensioner an allowance at a rate per annum equal to one-quarter of the pension or deferred pension to which the Pensioner was entitled disregarding any adjustments made under Rule 9A, 13(b)(iii) or 16 hereof Provided That Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children of a Pensioner at any one time.

(b) There shall be paid in respect of each Dependent Child of a deceased female Member an allowance at a rate per annum equal to one-quarter of the deferred pension to which the Member would have been entitled had she been discharged from the service of an Employer for reasons other than misconduct on the day before her death disregarding any adjustments made

under Rule 9A, 13(b)(iii) or 16 hereof: Provided Always that the amount of the allowance payable in respect of each Dependent Child shall not be less than one-quarter of the deferred pension that would have accrued had the Member completed one-half of the number of potential years of continuous service from the date of her last entering the service of an Employer to normal retirement age: Provided Further that Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children of a Member at any one time.

(c) Dependent Child's Allowance shall be payable from the date of death of the Member or Pensioner for so long as the Dependent Child is under the age of 16 years or, if receiving full-time instruction at any university college school or other educational establishment or full-time training for any profession vocation or trade, is under the age of 21 years.

(d) "Dependent Child" means a person under the age of 21 years who in the opinion of the Management Trustees was at the date of the death of the Member or Pensioner substantially dependent on her for the ordinary necessities of life: Provided Always that in the case of such a person dependent on a Pensioner that person was so dependent whilst the Pensioner was a Member.

(e) The receipt of the surviving parent or person standing in loco parentis to the Dependent Child shall be a sufficient discharge to the Management Trustees for any payment made under this Rule.

(f) For the purposes of this Rule "Pensioner" means a former female Member in receipt of a pension or entitled to a deferred pension pursuant to Rule 9, 13 or 14 hereof.

(g) For the purposes of this Rule "year of continuous service" has the same meaning as in Part IV.

#### *THE SECOND SCHEDULE above referred to*

1. The following additional Rule shall be inserted in Part IV as Rule 17A.  
 "17A *Dependent Child's Allowance*

(a) There shall be paid in respect of each Dependent Child of a deceased female Pensioner an allowance at a rate per annum equal to one-quarter of the pension or deferred pension to which the Pensioner was entitled disregarding any adjustments made under Rule 8(e), 9, 12(b) or 13 hereof: Provided That Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children of a Pensioner at any one time.

(b) There shall be paid in respect of each Dependent Child of a deceased female Member an allowance at a rate per annum equal to one-quarter of the deferred pension to which the Member would have been entitled had she been discharged from the service of an Employer for reasons other than misconduct on the day before her death disregarding any adjustments made under Rule 8(e), 9, 12(b) or 13 hereof: Provided Always that the amount of the allowance payable in respect of each Dependent Child shall not be less than one-quarter of the deferred pension that would have accrued had the Member completed one-half of the number of potential years of continuous service from the date of her last entering the service of an Employer to normal retirement age Provided Further that Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children of a Member at any one time.

(c) Dependent Child's Allowance shall be payable from the date of death of the Member or Pensioner for so long as the Dependent Child is under the age of 16 years or, if receiving full-time instruction at any university college school or other educational establishment or full-time training for any profession vocation or trade, is under the age of 21 years.

(d) "Dependent Child" means a person under the age of 21 years who in the opinion of the Management Trustees was at the date of the death of the Member or Pensioner substantially dependent on her for the ordinary

necessities of life: Provided Always that in the case of such a person dependent on a Pensioner that person was so dependent whilst the Pensioner was a Member.

(e) The receipt of the surviving parent or person standing in loco parentis to the Dependent Child shall be a sufficient discharge to the Management Trustees for any payment made under this Rule.

(f) For the purposes of this Rule "Pensioner" means a former female Member in receipt of a pension or entitled to a deferred pension pursuant to Rule 8, 10 or 12 hereof.

2. In Rule 21 the words "in appropriate cases" shall be inserted in paragraphs (c) and (d) immediately before the words "failing to survive" "fails to survive" and "not surviving" wherever such words occur.

3. The following paragraph shall be added to Rule 21:—

"(k) In sub-paragraphs (c) and (d) of this Rule, the expression "in appropriate cases" refers to those cases where the Member or Pensioner has with the consent of the Management Trustees invoked the provisions of sub-paragraph (b) of this Rule.

### *THE THIRD SCHEDULE above referred to*

#### **RULES—PART V**

##### **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 employment 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 and 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 occurring to a Member while embarking on or disembarking from an aircraft in connection with a flight therein or while on board an aircraft during a flight between the time of embarkation and the time of disembarkation.

(e) "Dependent Child" means

- (i) a child (including a legally adopted child) of a male Member or male Pensioner; or

(ii) a person under the age of 21 years who in the opinion of the Management Trustees was at the date of the death of the Member or Pensioner substantially dependent on him for the ordinary necessities of life.

Provided Always that in the case of such a child or person dependent on a female Pensioner that child or person was so dependent whilst the Pensioner was a Member.

- (f) "General Staff" means full-time employees of an Employer (other than Pilots and Officers) whose contracts of employment are entered into within the United Kingdom.
- (g) "Nominee" means the person or persons nominated by a Member or Pensioner in accordance with the provisions of Rule 22 and includes alternative Nominees.
- (h) "Normal retirement age" has the meanings assigned to it in Rule 4.
- (i) "Officers" means full-time employees of an Employer whose contracts of employment are entered into within the United Kingdom and who are employed to serve as Navigating Officers Radio Officers or Engineer Officers of aircraft.
- (j) "Part I" "Part II" "Part III" "Part IV" and "Part V" mean respectively that part of the Scheme to which Part I, Part II, Part III, Part IV or Part V of the Rules respectively applies.
- (k) "Pay" means remuneration designated by an Employer as pay for the purposes of these Rules and does not include allowances overtime bonuses commissions or any other payments unless specifically designated as pay for the purposes of these Rules.
- (l) "Pay for contribution purposes" has the meanings assigned to it in Rule 6.
- (m) "Pay for pension purposes" has the meanings assigned to it in Rule 6.
- (n) "Pensioner" means a person who was a Member and is entitled to a pension or deferred pension under the provisions of Part V.
- (o) "Pilots" means full-time employees of an Employer whose contracts of employment 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) "Qualified Member" and "Qualified Pensioner" mean respectively a Member or Pensioner who has completed not less than ten years service or whose death occurred as the result of an accident or who having provided evidence of good health satisfactory to the Management Trustees has obtained a waiver of the ten-year qualifying period by paying such additional contribution as is certified by the Actuary to be appropriate.
- (r) "Retiring pay" 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 three years.
- (s) "Service" means the period during which the Member has been continuously under contract of employment to an Employer or to a Predecessor of an Employer or after 1st January 1945 to an acquired undertaking or to two or more such undertakings, Predecessors or Employers successively and "contributory service" means service 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 contributory service, unless further contributions in respect of that year have been paid to this Scheme in accordance with the Rules: Provided Further that any break in employment of less than 12 months duration shall not be regarded as breaking the continuity of the Member's service on condition that any refund of contributions made to the Member are repaid to the Scheme and in these circumstances in calculating his entitlements under this Scheme his contributory service with an Employer before the break in employment shall be added to his contributory service thereafter.

(f) "Specified Contributions" has the meaning assigned to it by Rule 5(a).

## 2. MEMBERSHIP

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

- (i) Members of the British Overseas Airways Corporation Pension Fund.
- (ii) Members of Part I, Part II, Part III or Part IV.
- (iii) General Staff who in the case of men were engaged by an Employer on or after the date on which this Deed comes into force and at the time of such engagement had not attained the age of 53 years or who in the case of women were engaged by an Employer on or after the date on which this Deed comes into force and at the time of such engagement had not attained the age of 50 years.
- (iv) Pilots and Officers who were engaged by an Employer on or after the date on which this Deed comes into force and who at the date of such engagement had not attained the age of 40 years.

(b) In the case of persons eligible to join the Scheme by virtue of subparagraph (iii) or (iv) of paragraph (a) of this Rule it shall, subject as hereinafter provided, be a compulsory condition of employment 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 or 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 the Thirty first day of March One thousand nine hundred and sixty four upon which notice 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, Part III or Part IV shall become subject to the Rules of Part V on the date not later than the Thirty first day of March One thousand nine hundred and sixty four upon which notice reaches the Secretary of their intention to join Part V.

(c) General Staff eligible to join the Scheme by reason of the provisions of Rule 2(a)(iii) shall be admitted to the Scheme with effect from the date on which they commence employment with an Employer or attain the age of Eighteen 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)(iv) 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 employment 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 employment with the Employer shall be deemed to be contributory service for the purposes of computing pension entitlement.

#### 4. NORMAL RETIREMENT AGE

(a) Except as provided in Rule 20(b) the normal retirement age of General Staff is 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 50.

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

#### 5. CONTRIBUTIONS

(a) Subject as hereinafter provided and subject also to any adjustments necessary as a consequence of the Member having exercised any options or powers of election or having been admitted to the Scheme on special conditions whether under the provisions of Part I, Part II, Part III, Part IV or Part V each Member shall pay contributions of such amount as shall to the nearest penny be equal to 5% of the Member's pay for contribution purposes in the case of female General Staff, 6½% of the Member's pay for contribution purposes in the case of male General Staff and Officers and 7½% of the Member's pay for contribution purposes in the case of Pilots which contributions shall in the case of male Members only include an element (hereinafter referred to as "specified contributions") of such amount as shall to the nearest penny be equal to 1½% of the Member's pay for contribution purposes. All such contributions shall be payable by a Member for the purpose of securing pension benefits only.

(b) 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 employment 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(e) shall not apply in his case or shall not apply until the selected earlier date.

(c) 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 Dependent Child's Allowances and the Death and Accident Benefits of the Scheme;

(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

(d) 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.

(e) 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 the limit 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 limit.

#### 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 for the purposes of the aforesaid calculation be such rate as is finally ascertained after taking the increase or decrease into account ;
- (ii) if a person is admitted to the Scheme 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 to the Scheme on or 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.

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.

(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) During such a 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.

#### 7. LIMITATION OF AMOUNT OF PENSION

A Member shall not be entitled to pensions in respect of more than a total of 40 years' contributory service whether actual or notional; Provided That if such Member has exercised the option referred to in Rule 5(b) 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 total 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 employment 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 employment 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 contributory service as General Staff and proportionately for any part of a year: Provided Always that contributory 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 are entitled shall be such sum per annum as is equal to £1 15s. 9d. per cent. of the Member's retiring pay for each year of contributory service as a Pilot and proportionately for any part of a year: Provided Always that contributory 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) The amount of pension to which Officers are entitled shall be such sum per annum as is equal to £1 10s. 6d. per cent. of the Member's retiring pay for each year of contributory service as an Officer and proportionately for any part of a year: Provided Always that contributory 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.

(e) 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.

(f) 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 1963 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 after taking into account any pension payable under Rule 10 hereof 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 employment of an Employer before attaining normal retirement age for reasons of ill-health affecting expectation of life or

(ii) if the Member leaves the employment of an Employer and becomes entitled to a return of his own contributions in accordance with Rule 15 or

(iii) if the Member or named dependant dies before the Member reaches normal retirement age unless before such death the Member had left the employment of an Employer 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 leaving the employment of his last Employer but no cancellation or amendment thereto shall be permitted thereafter.

## 10. WIDOW'S PENSION

(a) The Qualified Widow of a Qualified Pensioner shall receive a pension payable from the date of the death of her husband until her death or remarriage whichever shall first occur of an amount subject to the provisions of paragraph (d) of this Rule equal to one-half of the pension or deferred pension to which her husband was entitled disregarding any adjustments made under Rule 8(f), 9, 14(b) or 20(i) hereof.

(b) The Qualified Widow of a Qualified Member shall receive a pension payable from the date of the death of her husband until her death or remarriage whichever shall first occur of an amount subject to the provisions of paragraph (d) of this Rule equal to one-half of the deferred pension to which her husband would have been entitled had he been discharged from the employment of an Employer for reasons other than misconduct on the day before his death disregarding any adjustments made under Rule 8(f), 9, 14(b) or 20(i) hereof Provided Always that the amount of the Widow's Pension shall not be less than one-half of the deferred pension to which the Member would have been entitled had he completed one-half of the number of potential years of contributory service to normal retirement age in the occupational category in which he is serving at the date of his death, the number of years thus ascertained being apportioned between contributory service in different occupational categories in proportion to the period of time actually spent by the Member in such occupational categories for the purpose of computing the amount of the deferred pension: Provided Further that in the event of an actual break in service of twelve months or more only contributory service thereafter shall be taken into account for the purpose of computing a minimum Widow's Pension.

(c) To be qualified a Widow must have married the Member or Pensioner before the Member or Pensioner ceased to be employed by his last Employer or began to receive a pension whichever was the later: Provided always that if a Member or Pensioner is lawfully married to two or more persons the Widow's Pension payable in respect of his death shall be paid in such manner as the Management Trustees shall in their absolute discretion determine

(d) If the Widow was at the date of her husband's death more than ten years his junior, the amount of the Widow's Pension shall be reduced by  $1\frac{1}{2}$  per cent. for each complete year by which the difference in age exceeds ten years.

(e) If on the cessation of the Widow's Pension the total amount of pension paid to the Widow hereunder when added to the total amount of any pension paid to her husband under these Rules results in a combined total which is less than the amount of her husband's own contributions with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually to the date on which the husband died or the date on which the husband's pension commenced whichever is the earlier then the difference between the two sums shall be paid to the Widow or to the legal personal representative of the Widow as the case may be.

#### 11. DEPENDENT CHILD'S ALLOWANCE

(a) There shall be paid in respect of each Dependent Child of a Qualified Pensioner an allowance at a rate per annum equal to one-eighth of the pension or deferred pension to which the pensioner was entitled disregarding any adjustments under Rule 8(f), 9, 14(b) or 20(i) hereof: Provided That whenever no sums are for the time being payable under Rule 10 hereof the amount of Dependent Child's Allowance shall be doubled: Provided Further that Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children at any one time.

(b) There shall be paid in respect of each Dependent Child of a Qualified Member an allowance at a rate per annum equal to one-eighth of the deferred pension to which the Member would have been entitled had he been discharged from the employment of an Employer for reasons other than misconduct on the day before his death disregarding any adjustments made under Rule 8(f), 9, 14(b) or 20(i) hereof Provided Always that the amount of the allowance payable in respect of each Dependent Child shall not be less than one-eighth of the deferred pension to which the Member would have been entitled had he completed one-half of the number of potential years of contributory service to normal retirement age in the occupational category in which he is serving at the date of his death, the number of years thus ascertained being apportioned for the purpose of computing the amount of the deferred pension between contributory service in different occupational categories in proportion to the period of time actually spent by the Member in such occupational categories Provided Further that in the event of an actual break in service of twelve months or more only contributory service thereafter shall be taken into account for the purpose of computing the minimum allowance payable in respect of a Dependent Child: Provided Also that whenever no sums are for the time being payable under Rule 10 hereof the amount of Dependent Child's Allowance shall be doubled: Provided Further that Dependent Child's Allowance shall not be payable in respect of more than four Dependent Children at any one time.

(c) Dependent Child's Allowance shall be payable from the date of death of the Member or Pensioner for so long as the child is under the age of 16 years or, if receiving full-time instruction at any university college school or other educational establishment or full-time training for any profession vocation or trade, is under the age of 21 years.

(d) The receipt of the surviving parent or person standing in loco parentis to the Dependent Child shall be a sufficient discharge to the Management Trustees for any payment made under this Rule.

#### 12. ILL-HEALTH PENSION—GENERAL STAFF

(a) A Member being General Staff who ceases to be employed by 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 less than ten years service, 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 contributory 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 on which he in fact ceased to be employed by his last Employer or
  - (ii) if he has ten years service 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 contributory 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 on which he in fact ceased to be employed by his last Employer: Provided Always that such pension shall not be less than 1/6th of his pay at the date of his leaving the employment of his last Employer and Provided Further that 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 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 re-admitted to the Scheme and in calculating his entitlement to pension his contributory service with an Employer before retiring on ill-health pension shall be added to his contributory 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 he may subject to the provisions of Rule 33 hereof require payment 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 in which event no other payments shall be made under any of the Rules of the Scheme in respect of his membership.
- (e) For the purposes of this Rule contributory 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.

## 13. ILL-HEALTH PENSION—PILOTS AND OFFICERS

(a) A Pilot or Officer who ceases to be employed by an Employer before attaining normal retirement age by reason of his ceasing to be qualified to hold the appropriate licence to enable him to perform his normal duties with an Employer

- (i) after completion of five years' service as a Pilot or Officer as a consequence of ill-health or accident or
- (ii) at any time as a consequence of his suffering an air accident in the course of his duties with an Employer

shall be entitled to an immediate pension the amount of which shall be equal to £1 15s. 9d. per cent. of his retiring pay if he is a Pilot and £1 13s. 4d. per cent. of his retiring pay if he is an Officer for each year of contributory service and proportionately for any part of a year: Provided Always that the pension shall not be less than it would have been if the Pilot or Officer had completed one-half of the number of years of service which would have been completed if he had remained in the employment of his Employer up to the age of 55 in the case of Pilots or 53 in the case of Officers nor more than his normal pension had he remained in the employment of an Employer until normal retirement age and on the assumption that his retiring pay at normal retirement age was the same amount as his retiring pay at the date on which he in fact ceased to be employed by his last employer.

(b) While any person who is in receipt of a pension by virtue of paragraph (a) 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 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 obtain such licence as aforesaid and is re-engaged by an Employer as a Pilot or Officer 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 contributory service with an Employer before retiring on ill-health pension shall be added to his contributory 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 he may subject to the provisions of Rule 33 hereof require 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 in which event no other payments shall be made under any of the Rules of the Scheme in respect of his membership.

(e) For the purposes of this Rule contributory 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.

#### 14. DEFERRED PENSION

(a) A Member (i) who leaves the employment of an Employer of his own volition after five or more years' service in the case of General Staff or (ii) who leaves the employment of an Employer of his own volition after ten or more years' service in the case of Pilots or Officers or (iii) who is discharged or who in the opinion of his Employer resigns in order to avoid discharge at any time from the employment of an Employer for reasons other than misconduct or (iv) who is discharged or who in the opinion of his Employer resigns in order to avoid discharge for reasons of misconduct being misconduct which in the opinion of the Employer should not involve loss of entitlement to a deferred pension may if he so desires receive a deferred pension commencing at normal retirement age 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 contributory service 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 on which he in fact ceased to be employed by his last Employer.

(b) A Member may advance payment of such deferred pension in which event a pension which is the actuarial equivalent thereof shall be payable commencing from the date selected by the Member not earlier than age 40 in the case of Pilots age 43 in the case of Officers or an age within ten years of normal retirement age in the case of General Staff.

(c) A Pilot or Officer who remains in the employment of an Employer as General Staff may postpone receipt of such deferred pension in which event the actuarial equivalent of the amount thereof shall be payable commencing from the date selected by the Member not later than the date of the Member's leaving the employment of his last Employer.

(d) The pension actuarially adjusted in accordance with paragraphs (b) or (c) of this Rule shall except as otherwise provided be the Member's pension for all purposes of these Rules.

(e) For the purpose of calculating the amount of pension payable under this Rule contributory 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.

(f) In all cases where a former Member has elected to receive a deferred pension and, at a subsequent date before his pension has commenced wishes to receive a return of his own contributions in lieu of such deferred pension then the Management Trustees may at their discretion after considering the reasons for such request grant a repayment of the former Member's contributions plus interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually up to the date of payment and in such cases where repayment of contributions is made entitlement to the deferred pension, to Widow's Pension and to Dependent Child's Allowance and all rights attaching thereto shall be cancelled.

#### 15. REFUND OF CONTRIBUTIONS

(a) A Member who ceases to be employed by his last Employer before reaching normal retirement age shall be entitled to the return of his own contributions with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually calculated up to the date of his so ceasing to be employed.

(b) For the purposes of this Rule and Rule 18 the Member's own contributions shall include only those of his contributions to this 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.

(c) A Pensioner who on commencing to receive a pension has no wife shall be entitled to the return of his specified contributions under Rule 5(a) together with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually up to the date of payment.



#### 16. CHANGE IN OCCUPATION OR EMPLOYER

(a) Where a Member is employed by an Employer at different times as General Staff, Pilot or Officer without a break in service his pension and Widow's Pension and Dependent Child's Allowance shall be calculated according to the length of his contributory service in each capacity. Appropriate actuarial adjustments shall be made to give effect to the differences in normal retirement age for contributory 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 takes an immediate pension or elects to take a deferred pension in respect of service in the capacity from which he is transferring. Provided That a Qualified Member shall not cease to be a Qualified Member for the purposes of Rules 10 and 11 by reason only of any such break in service.

(b) A Member transferring from the employment of one Employer to that of another shall be entitled to count all service with either Employer in computing total service.

#### 17. ENTITLEMENT TO AND PAYMENT OF PENSIONS AND ALLOWANCES

(a) Entitlement to any pension or allowance payable under these Rules is conditional upon a claim therefor having been submitted by or on behalf of the person entitled to the Management Trustees within a period of twenty years after the date on which the first payment of pension or allowance would otherwise have been due or after the date on which some payment has been made in respect thereof during the said period. Failing such claim or payment all entitlement to such pension or allowance shall be extinguished.

(b) The first payment of pensions and allowances shall be made on the last day of the month next following the month in which entitlement accrues. 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 or allowance and of any other fact relevant to continued entitlement to the pension or allowance and persons in receipt of any pension or allowance are under an obligation to inform the Management Trustees of all such facts.

(c) Pensions and allowances shall be payable in sterling (United Kingdom currency) by cheque or draft on London unless 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 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.

(d) If the recipient 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 or allowance to be paid for his benefit to any person or institution concerned with the care or welfare of the recipient 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.

(e) Notwithstanding the provision of paragraph (d) of this Rule the Management Trustees may if in their opinion monthly instalments of a pension or allowance are trivial in amount pay such pension or allowance whether in advance or in arrear at such intervals of time not exceeding one year as they may deem appropriate.

#### 18. DEATH BENEFIT

(a) Subject as hereinafter provided in the event of the death of a Member from any cause other than death arising as a result of an air accident a death benefit shall be payable of an amount equal to the annual pay of the Member at the date of his death subject to a minimum payment hereunder of £500.

(b) Subject as hereinafter provided in the event of the death of a Member as a result of an air accident a death benefit shall be payable of an amount equal to twice the annual pay of the Member at the date of the accident subject to a minimum payment hereunder of £1,000.

(c) If a Member dies and no benefit is payable under Rule 10 hereof an additional death benefit shall be paid of such amount as shall be equivalent to his specified contributions together with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually calculated to the date of death.

(d) The amount of the death benefit payable under paragraph (a) or paragraph (b) of this Rule as the case may be when added to the amount payable under paragraph (c) of this Rule shall not be less than an amount equivalent to the Member's own contributions as defined in Rule 15 together with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually calculated to the date of death.

(e) If a person entitled to a deferred pension dies before payment of such pension commences and no benefit is payable under Rule 10 hereof a death benefit shall be paid of such amount as shall be equivalent to his own contributions as defined in Rule 15 together with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually calculated to the date of death.

(f) If in cases where no pension is payable pursuant to Rule 10 hereof the total amount of pension paid to a Pensioner under these Rules is less than the amount of his own contributions with interest thereon at the rate of  $2\frac{1}{2}$  per cent. compounded annually to the date on which he in fact ceased to be employed by his last Employer then a death benefit shall be paid equal to the difference between the said two amounts.

(g) 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 paragraph (a) or paragraph (b) of this Rule shall likewise be increased by 25 per cent. subject however to the same respective minimum payments as are referred to in the said paragraphs.

(h) Any sum payable under this Rule shall be reduced by any amount paid in accordance with Rule 19 paragraph (a) or (b) in respect of the same accident: Provided Always that in any case where amounts have become payable in accordance with Rule 19 paragraph (a) or (b) but have not been paid to the Member whose death ultimately occurs as a result of the same accident no payment shall be made under Rule 19 hereof but the benefit provided by this Rule shall be paid in full in lieu thereof.

(i) 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.

## 19. 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 subject to the provisions of Rule 18(h) hereof be a sum equal to the annual pay of the Member at the date of the occurrence of the accident subject to a minimum payment of £500.

(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 subject to the provisions of Rule 18(h) hereof be a sum equal to half the annual pay of the Member at the date of the occurrence of the accident subject to a minimum payment of £500.

(c) If the accident suffered by the Member is an air accident the benefit payable under paragraph (a) or (b) of the Rule as the case may be, shall be double the amount otherwise payable thereunder.

(d) 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 subject as hereinafter provided 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 1963 or the National Insurance (Industrial Injuries) Acts 1946 to 1963 or any statutory modification or re-enactment of either for the time being in force in respect of any 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.

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

(f) No ill-health pension in accordance with Rule 12 or 13 shall be payable to a Member during any period of disablement in respect of which he is receiving benefit in accordance with paragraph (d) 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.

## 20. TRANSITIONAL PROVISIONS

(a) If any Member who immediately prior to the date of his admission to Part V was a Member of Part I or being General Staff was a Member of Part IV 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  $2\frac{1}{2}$  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 on the First day of January One thousand nine hundred and fifty four Members of Part I, Part II or Part III the expression "normal retirement age" as used in Part V in relation to General Staff shall mean 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 the First day of January One thousand nine hundred and fifty four of twelve months or more. Provided That transfer of employment from one Employer to another shall not for the purpose of this paragraph be deemed to constitute a break in service.

(c) Members who immediately prior to the First day of July One thousand nine hundred and fifty three were Members of Part II or Part III shall receive as their pension under the provisions of Part V 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 V whichever is the greater

Provided Always that in the case of Members who entered the employment of an Employer on or after the First day of January One thousand nine hundred and fifty two they shall have attained the age of 50 years in the case of Pilots and 53 years in the case of Officers at the date on which they in fact cease to be employed by an Employer. 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 V 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 the First day of July One thousand nine hundred and fifty three of twelve months or more: 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.

(d) Pilots who:—

- (i) immediately prior to the date of their admission to Part V were Members of Part II or Part IV and  
 (ii) entered the employment of an Employer prior to the First day of January One thousand nine hundred and fifty two

may with the consent of their Employer which consent shall not be unreasonably withheld leave the employment 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 (c) of this Rule.

(e) Officers who

- (i) immediately prior to the date of their admission to Part V were Members of Part III or Part IV,  
 (ii) entered the employment of an Employer prior to the First day of January One thousand nine hundred and fifty two 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 leave the employment 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 (c) of this Rule.

(f) Each Pilot who transfers to Part V from Part II or from Part IV Rules—Pilots' Option 'A' shall be entitled to exercise the options and shall be subject to the obligations of the Transitional Provisions of Part IV Rules—Pilots' Option 'B' as if the same were herein set forth in full.

(g) Any notional years of service resulting from an election by a Pilot pursuant to the provisions of paragraph (c) of Clause 7 of the Schedule to the Deed set out in the First Schedule to the Airways Corporations (General Staff, Pilots and Officers Pensions) (Amendment) Regulations, 1961 shall be notional years of contributory service for the purposes of Part V and the Member's pension shall be calculated in the manner prescribed in Rule 13(d) of Part IV.

(h) Notwithstanding the provisions of Rules 2 and 3 hereof a Member of Part I, Part II, Part III or Part IV who is at the date on which Part V comes into force unmarried may elect to transfer his membership to Part V upon subsequent marriage or within a period of three months thereafter and upon payment of such sum as is equal to  $1\frac{1}{2}$  per cent. of his pay for contribution purposes for each of the years between the date on which Part V comes into force and the date of the Member's election and proportionately for any part of a year.

(i) A Member who at the date of his transfer to Part V was paying increased contributions under the provisions of Rule 9A of Part I or Rule 13 of Part IV may continue such payments throughout his membership of Part V and if he does so continue his rights in respect of such payments shall be the same as though such payments had continued to be made under Part I or Part IV as the case may be. Provided that such Member may not increase the amount of his increased contributions.

(j) Any extant nomination made pursuant to the provisions of Rule 21 of Part IV shall be a nomination under the provisions of Rule 22 hereof.

(k) Any special arrangements made pursuant to the provisions of Rule 2(c), 3(f), 6(f), 9 or 19 of Part IV or the corresponding provisions of Part I, II or III or under the Transitional Provisions of Part IV Rules—Pilots' Option 'B' shall be deemed to have been made under the provisions of Part V

(l) If at the date of his transfer to Part V a Member is already in receipt of a pension payable under the Rules of Part I, Part II, Part III or Part IV such pension shall qualify for Widow's Pension and Dependent Child's Allowance as if it were payable under the Rules of Part V.

## 21. 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.

Any such notice if sent by post shall be deemed to have reached the Secretary on the date when in due course of post it should have been received.

## 22. 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 18 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 with the consent of the Management Trustees 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.

### 23. 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.

### 24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

## 29. 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 or any other Funds or Schemes approved or recognised by the Commissioners of Inland Revenue for the purposes of this Rule, 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 15 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 or any other Funds or Schemes approved or recognised by the Commissioners of Inland Revenue for the purposes of this rule: 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 15 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.

## 30. 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.

## 31. AMENDMENTS AND ADDITIONS TO RULES

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

## 32. SPECIAL REQUIREMENTS—INLAND REVENUE

No arrangements shall be made under the provisions of Rule 2(c), 3(f) or 6(f) 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.



## 33. NATIONAL INSURANCE ACT 1959

(a) The amount of pension payable to a Member from and after attainment of the age of sixty-five years in the case of men and of sixty years in the case of women shall in no event be less than the maximum graduated pension that would be payable in accordance with the provisions of the National Insurance Act 1959 for a period of service corresponding to the actual period of service of the Member after First April One thousand nine hundred and sixty one any provisions of these Rules to the contrary notwithstanding.

(b) If any Member of the Scheme who is entitled under the Rules of the Scheme to receive if the Member so elects a deferred pension on withdrawal from the Scheme before normal retirement age nevertheless elects in lieu of such deferred pension to receive a refund of the Member's own contributions with interest thereon there shall be deducted from such refund the amount which bears to the amount of the refund the same proportionate relationship as the amount of the maximum graduated pension that would be payable in accordance with the provisions of the National Insurance Act 1959 for a period of service corresponding to the actual period of service of the Member after First April One thousand nine hundred and sixty one bears to the amount of the deferred pension to which the Member would otherwise have been entitled on withdrawal from the Scheme.

(c) In all cases other than those referred to in paragraph (b) of this Rule there shall be deducted from any refund of a Member's contributions with interest one half of such sum as is equal in amount to the payment in lieu of contributions in respect of such Member contemplated in the provisions of Part II of the National Insurance Act, 1959. The foregoing provisions of this paragraph shall not limit or restrict the employer's right instead of making a payment in lieu of contributions in respect of the Member to make any of the other arrangements contemplated in the National Insurance Act, 1959 in the case of the withdrawal of a Member from the Scheme or any other arrangements approved by the Registrar of Non-Participating Employments.

(d) The Management Trustees shall if so requested by an Employer make arrangements to pay out of the Fund to a Member who has withdrawn from the Scheme before normal retirement age a pension payable from and after attainment of the age of sixty-five years in the case of men and of sixty years in the case of women of an amount equal to the maximum graduated pension that would be payable in accordance with the provisions of the National Insurance Act, 1959 for a period of service corresponding to the actual period of service of the Member after First April One thousand nine hundred and sixty-one Provided Always that the provisions of Rule 15 of Part I Rule 9 of Part II Rule 8 of Part III and Rule 17 of Part IV including both Part IV Rules—Pilots' Option A and Part IV Rules—Pilots' Option B shall not apply to any such pension.

(e) No action shall be taken pursuant to any of the Rules of the Scheme if and to the extent that the result of such action would be to reduce the amount of pension payable to or secured for the Member from and after attainment of the age of sixty-five years in the case of men and of sixty years in the case of women to less than the maximum graduated pension that could be earned in accordance with the provisions of the National Insurance Act, 1959 for a period of service corresponding to the actual period of service of the Member.

(f) For the purposes of this Rule the expression "actual period of service" shall include any period of service after First April One thousand nine hundred and sixty-one in a non-participating employment within the meaning of the National Insurance Act, 1959 in respect of which a transfer value has been received pursuant to Rule 28 of Part IV or the corresponding Rule of the other Parts of the Scheme.

(g) Any reference in this Rule to the National Insurance Act, 1959 shall be construed as a reference to that Act subject to any statutory modification or re-enactment thereof for the time being in force and shall include a reference to any orders or regulations made thereunder

(h) A person entitled to a pension by virtue of paragraph (d) of this Rule shall not be a Pensioner within the definition in Rule 1. All pensions payable under the said paragraph (d) shall be liable to termination and suspension for any of the causes specified in Regulations made pursuant to the provisions of the National Insurance Act, 1959 or any statutory amendment or re-enactment thereof for the time being in force.

GIVEN UNDER THE COMMON SEAL OF BRITISH }  
OVERSEAS AIRWAYS CORPORATION in the } (L.S.)  
presence of:—

M. SLATTERY,  
*Member.*

K. H. STAPLE,  
*Secretary.*

GIVEN UNDER THE COMMON SEAL OF BRITISH }  
EUROPEAN AIRWAYS CORPORATION in the } (L.S.)  
presence of:—

R. L. WEIR,  
*Member.*

H. E. MARKING,  
*Secretary.*

SIGNED SEALED AND DELIVERED by the said } R. L. WEIR. (L.S.)  
RANKIN LORIMER WEIR in the presence of:—

N. R. COGGINS,  
B.E.A.,  
Bealine House,  
Ruislip, Middx.  
*Secretary.*

SIGNED SEALED AND DELIVERED by the said } JOHN W. HAWKINS. (L.S.)  
JOHN WILLIAM HAWKINS in the presence }  
of:—

JOSEPH F. HAESTIER,  
B.O.A.C. Headquarters,  
London Airport,  
Hounslow.  
*General Assistant.*

THE COMMON SEAL OF AIRWAYS CORPORATIONS }  
JOINT PENSION FUND TRUSTEES LIMITED was } (L.S.)  
hereunto affixed in the presence of:—

R. C. AMOORE,  
*Director.*

H. BROMAGE,  
*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 (including provision for widows' pensions and children's allowances) for all categories of employees of the Air 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 V) which are set out in the Deed in the Schedule to the 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. The Regulations also add marginal benefits to Parts I and IV of the Rules. (These benefits are either not required in, or are not appropriate to, Parts II and III.)