



QANTAS AIRWAYS LIMITED
STAFF SUPERANNUATION PLAN
TRUST DEED AND RULES

AUGUST 1995

(INCLUDES AMENDMENTS UP TO AND INCLUDING 19 NOVEMBER 1997)



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8/9/95
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QANTAS AIRWAYS LIMITED **STAFF SUPERANNUATION PLAN**

DEED OF AMENDMENT

THIS DEED OF AMENDMENT is made the 23rd day of August 1995

BY: **QANTAS AIRWAYS LIMITED** ACN 009 661 901 a company duly incorporated and having its registered office at Level 9, Building A, Qantas Centre, 203 Coward Street, Mascot, New South Wales ("the Principal Company")

RECITALS:

- A. The Principal Company established by Declaration of Trust the **Qantas Airways Limited Staff Superannuation Plan** (hereinafter called "the Plan") which was administered in terms of Regulations which came into effect on 1 June 1939 as subsequently amended ("the Original Regulations").
- B. The Original Regulations were replaced by a new set of Rules by Deed of Amendment dated 21 September 1989 and a further consolidated set of Rules was introduced by Deed of Amendment dated 14 June 1990.
- C. The Rules were replaced by a new consolidated set of Rules by Deed of Amendment dated 14 June 1995.
- D. The Rules have subsequently been amended by the Principal Company by resolutions dated 15 December 1994 and 21 June 1995. The main purpose of these amendments were to:
 - (a) introduce Divisions 3 and 3A and rename Division 1 as Division 1 and New Benefit Category as Division 2;
 - (b) permit existing Old Benefits Category and Division 2 members to transfer to Division 3 and for Old Benefits Category members to transfer to Division 2;

(c) introduce provisions to provide for the transfer of members of the following three Australian Airlines Plans:

- (i) Australian Airlines General Superannuation Plan;
- (ii) Australian Airlines Flight Attendants' Superannuation Scheme;
- (iii) Australian Airlines Pilots' Accumulation Fund,

to the Plan.

E. Pursuant to Rule 2.15 of those Rules, the Principal Company may from time to time make amendments and additions to the Deed and Rules.

F. The Principal Company is desirous of amending the Deed and Rules to incorporate the amendments referred to in Recital C into a new consolidated Deed and Rules.

NOW THIS DEED WITNESSES as follows:

The Rules are amended with effect from the date hereof by deleting the Rules and replacing them with the Rules annexed hereto and marked with the letter "A", and the Plan shall be continued and administered in terms of those Rules.

IN WITNESS WHEREOF the Principal Company has executed the Deed on the date hereinbefore first written.

SIGNED SEALED AND DELIVERED)

for and on behalf of)

QANTAS AIRWAYS LIMITED)

ACN 009 661 901 by)

MARK PETER BOESEN and)

RUTH ALISON CAMPBELL its duly)

authorised Attorney by a resolution)

of the Board dated 21 June 1994 in)

the presence of:)



A. Ferrigno

(Witness)

'A' **INDEX TO THE RULES** **of** **QANTAS AIRWAYS LIMITED** **STAFF SUPERANNUATION PLAN**

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ARTICLE 1

DEFINITIONS

1.1 In these Rules, unless the context otherwise requires:

- the word or phrase at the commencement of each definition set out in this Rule shall have the meaning set out in that Definition,
- words importing the singular shall include the plural and vice versa, and
- references to statutes, regulations or rules (or sections, regulations or clauses thereof) shall mean and include such statutes, regulations or rules as amended from time to time or as replaced by such other statute, regulation or rule with substantially the same objects,
- any reference to a statute shall include a reference to any subordinate legislation made thereunder. Headings inserted in the Rules are for convenience only and shall not affect the interpretation except in this Rule.

These Rules may be divided into various Parts to provide for the benefits payable to different categories of Membership.

Should any provision of the Rules be invalid in whole or in part or be required to be limited or read down in order to be valid, the provision shall be severed to the extent of the invalidity but the remainder of the provision shall continue in full force and effect.

Accountable Income

Any income other than income received in respect of investments, other disabilities and private insurance. This includes the single person's rate of Social Security or War Service Repatriation pension or both (irrespective of the Member's marital state) adjusted as if the Member's only source of income was the disability benefit.

Accounts

Each of the accumulation accounts maintained in respect of a Member in accordance with the Rules.

Accumulated Credit

The Accumulated Credit shall be determined at each Review Date and whenever the amount of a benefit payment is required to be determined in respect of a Member of Division 1 and is, subject to Rule 2.3, determined from the Accumulated Credit at the previous determination, by adding Member contributions, the Company contributions in accordance with Rule 12.1(a), the Deemed Contribution and any amounts credited from the Provident Fund Account in terms of Rule 7.8(e), and interest at the Credited Interest Rate and deducting the share of mortality charges and expense charges as determined by the Trustee after considering the advice of the Actuary.

Act

The requirements set out in -

- (a) the Superannuation Industry (Supervision) Act 1993;
- (b) the Income Tax Assessment Act 1936;
- (c) the Occupational Superannuation Standards Act 1987 to be known as the Superannuation Entities Taxation Act 1987;
- (d) the Superannuation (Resolution of Complaints) Act 1993;
- (e) any regulations made under any of those Acts; and
- (f) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which the Trustee and the Principal Company may determine to be included as part of this definition for the purposes of the Rules.

Actuary

The Actuary for the time being appointed by the Trustee in accordance with Rule 7.3.

Approved Deposit Fund

Any fund which meets the definition of such in the Superannuation Industry (Supervision) Act 1993.

Associated Employer

Any subsidiary, associated company or corporation of the Principal Company, or other company or corporation which:

- has agreed to be bound by the terms of these Rules, and

- has employees who are permitted by the Principal Company to become Members of the Plan, and
- has been nominated in writing to the Trustee by the Principal Company as an Associated Employer.

Auditor

The Auditor for the time being appointed by the Trustee in accordance with Rule 7.2.

Company

Each of the Principal Company and any Associated Employer. In respect of a Member, Company means the company or corporation employing such Member.

Company Account

The account maintained in respect of a Member of Division 2; the account shall be credited with contributions made by the Company pursuant to Rule 16.1(d). This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Company Contribution Account

The account maintained in respect of a Member of Division 3A^{*} or a Member of Division 3 who was formerly a Member of Division 3A; the account shall be credited with contributions made by the Company in respect of the Member pursuant to Rule 25.1 and, in respect of a Division 3A Transferring Officer, debited with amounts pursuant to sub-Rule 28.4(d). This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Contractor

Any person nominated as such by the Company for the purposes of the Rules, who is not an employee.

Credited Interest Rate

The rate or rates determined in accordance with Rule 7.5.

Credited Service

Credited Service of a Member shall, subject to Rules 2.16 to 2.19 inclusive, Rules 8.13 to 8.16 inclusive and Rules 13.2, 17.7, and 22.8, be equal to the Member's period of Employment excluding any part of that period during which the Member was classified as a casual employee. Credited Service shall also include any period granted pursuant to Rules 8.6 to 8.8 inclusive. In the case of a Member of Division 3, the total period of Credited Service shall be expressed in years with days counting pro rata. In the case of any other Member, the total period of Credited Service shall be expressed in years with each complete month being regarded as one-twelfth (1/12th) of a year.

PROVIDED THAT

- (i) in the case of a Member of Division 2 or Division 3 who has been an Officer in part-time Employment at any time, Credited Service will mean the sum of the following periods determined separately in respect of each period of Employment as an Officer during which the weekly hours of Employment remain constant:

the period of Employment multiplied by the ratio that actual paid weekly hours bears to full-time paid weekly hours.
- (ii) in the case of a Member of Division 2 or Division 3, where the period of Credited Service being measured includes a future period, the Member's part-time or full-time status on the last day at work on or before the effective date of determination is assumed to continue unaltered throughout that future period.
- (iii) in the case of a Member of Division 1 who during employment was employed on a part-time basis, Credited Service will, subject to Rule 1.5, be determined by the Principal Company.

Declared Benefits

Such of the benefits payable under a Government Superannuation Scheme as are from time to time designated as such by the Principal Company in writing to the Trustee.

Deemed Contribution

The contribution paid in terms of Rule 12.1(b) and calculated in terms of Rule 13.1(a)(iii).

Deferred Annuity

An annuity other than an immediate annuity, as defined in the Income Tax Act.

Dependant

The Spouse, widow, widower or child of a Member, or other person who in the opinion of the Trustee is or was dependent upon a Member or a deceased Member.

Disability Benefit

A Benefit paid to a Member in accordance with the provisions of Rule 10.5 and the relevant Part which applies to the Member.

Division

A category of membership of the Plan governed by a specific group of Articles in the Rules.

Division 1

The category of membership of the Plan governed by Articles 1 to 10 and 11 to 14 inclusive.

Division 2

The category of membership of the Plan governed by Articles 1 to 10 and 15 to 19 inclusive.

Division 3

The category of membership of the Plan governed by Articles 1 to 10 and 20 to 23 inclusive.

Division 3A

The category of membership of the Plan governed by Articles 1 to 10 and 24 to 27 inclusive.

Division 2 Discount Factor

One minus "D" where "D" equals 0.01 multiplied by the number of years (counting each complete month as one twelfth of a year) from the date Employment ceased to the date of the Member's fiftieth (50th) birthday in the case of Flight Attendants and Technical Aircrew or the Member's fifty fifth (55th) birthday in the case of Ground Staff.

Division 3 Discount Factor

One minus the lesser of:

- (a) 0.3; and
- (b) 0.01 multiplied by the number of years (with days counting pro rata) from the date Employment ceased to the date of the Member's fifty fifth (55th) birthday.

Division 3 Transferring Officer

A Permanent Officer who either:

- (i) was a member of a TN Plan immediately prior to becoming a Member and who, on becoming a Member elected to become a Division 3 Member, or
- (ii) was a Member of Division 1 or Division 2 prior to 1 July 1995 and elected to transfer to Division 3 with effect from 30 June 1995 or such other date as agreed with the Principal Company.

Division 3A Transferring Officer

A Permanent Officer who was a member of the Airlines General Superannuation Plan immediately prior to becoming a Member and who, on becoming a Member was offered the option of joining Division 3A and elected to become a Division 3A Member, or a Temporary Officer who was a member of the Australian Airlines General Superannuation Plan immediately prior to becoming a Member.

Division 3 Vesting Factor

The lesser of one and 0.2 times the number of whole years in the Member's period of Credited Service, PROVIDED THAT in the case of a Member who has been an Officer in part-time Employment at any time (whether on a permanent or temporary basis), for the purpose of determining the Division 3 Vesting Factor, Credited Service will be determined as if the Member had been in full-time Employment (but still on a permanent or temporary basis as the case may be) throughout that Member's period of Employment.

Early Retirement Date

As a Member of Division 1 so elects, any date not more than five years prior to the Member's Superannuation Date and shall apply to:-

- (a) a Member of Section B of the Plan who has completed twenty or more years' Credited Service, or

- (b) a Member of Section C of the Plan classified as a member of the Technical Aircrew prior to the first day of July, 1968, or
- (c) a Member of Section C of the Plan who becomes classified as a member of the Technical Aircrew on or after the first day of July, 1968 and who has completed twenty or more years' Credited Service.

Employment

Continuous employment in the service of the Company including any period of leave of absence with the consent and approval of the Principal Company or under the provisions of any Act of Parliament PROVIDED THAT in the case of a Contractor, Employment shall be deemed to commence and conclude on such dates as are advised by the Company.

For the purposes of Article 10, Rules 4.3, 7.1, 8.10, 9.6(a), 14.8, 14.10, 14.11, 14.14, 15.2 and 18.8 and the definitions of Serious Ill-Health, Total and Permanent Disablement and Credited Service (subject to the provisions of Rule 9.12) Employment includes any period during which the Member is an Initial Incapacitant or a Permanent Incapacitant.

In the case of a Member of Division 3, any period of Employment shall be expressed in years with days counting pro rata. In the case of any other Member, any period of Employment shall be expressed in years with each complete month being regarded as one-twelfth (1/12th) of a year.

Final Average Salary

For Members of Division 1:

The highest final average annual Superannuation Salary calculated over any consecutive five (5) years in the most recent ten (10) year period.

For Members of Division 2:

The highest final average annual Superannuation Salary calculated over any consecutive three (3) years in the most recent ten (10) year period.

For Members of Division 3:

The greater of:

- (i) where the Member has been a Member for at least three (3) complete Financial Years, the highest average annual Superannuation Salary calculated over any consecutive three (3) complete Financial Years in the most recent ten (10) year period; and

- (ii) the average annual Superannuation Salary calculated over the most recent period of three (3) years.

PROVIDED THAT in the case of a Member who has been an Officer in part time Employment at any time, for the purpose of determining Average Salary only, Superannuation Salary will be deemed to be the equivalent full time Superannuation Salary.

Final Year Salary

The average annual Superannuation Salary calculated over the period of one (1) year up to and including the Member's last day at work prior to the date of determination.

Financial Year

The period of twelve (12) calendar months ending on the last day of June each year or such other period as the Trustee may from time to time determine.

Flight Attendant

An Officer of the Company classified by the Principal Company as a Flight Attendant, who regularly forms part of the crew of an aircraft.

General Assets

That part of the property and income of the Plan which has not been allocated to any specific accounts or reserves.

Ground Staff

Officers other than Flight Attendants and Technical Aircrew.

Government Superannuation Scheme

Any Government scheme providing old age, retirement, death, invalidity or other benefits which is from time to time designated as such by the Principal Company for the purposes of these Rules.

Guaranteed Minimum Benefit

In respect of a Member of Division 1, other than a Member of Section D, the Guaranteed Minimum Benefit shall be a lump sum equal to a multiple of the Member's Final Average Salary, where the multiple is obtained by application of the following formula:-

$$\frac{POM \times 8}{M}$$

where POM = the period of Credited Service, (completed after age twenty (20)). If a death benefit is being determined, uncompleted service to the Superannuation Date is included. In the case of a Member in receipt of a Disability Benefit or who has at some previous time been in receipt of a Disability Benefit, POM shall exclude any period during which the Member elects not to pay Member contributions.

and M = 40 in respect of a Member of Section A, and 35 in respect of a Member of either Sections B or C, the Section being that applicable to the Member at the date the benefit becomes payable

provided that the amount calculated in accordance with this formula shall not exceed eight (8) times the Member's Final Average Salary.

Members of Section D shall not have a Guaranteed Minimum Benefit.

Head of Qantas Medical Services

An Officer of the Principal Company or a medical practitioner designated by the Principal Company to be the Head of Qantas Medical Services for the purposes of these Rules.

Head of Qantas Staff Division

An Officer of the Principal Company designated by the Principal Company to be the Director of Personnel for the purposes of these Rules.

Income Tax Act

The Income Tax Assessment Act, 1936.

Initial Incapacitant

A Member who is receiving a Disability Benefit, whose contract of employment with the Company is not terminated (i.e., who is not a Permanent Incapacitant); or any other Member who is receiving a Disability Benefit and who the Principal Company, subject to Rule 1.5, determines is an Initial Incapacitant.

Insured Benefit

The amount determined in accordance with Schedule 1 to the Rules.

Long Haul Flight Attendant

A Flight Attendant who is paid under the Airline Flight Attendants (Qantas) Award 1993 as amended or replaced from time to time.

Long Haul Technical Aircrew

Technical Aircrew who are paid under the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1987) as amended or replaced from time to time.

Loss of Licence Insurance

The insurance effected by the Principal Company under the terms of the relevant awards to compensate Officers of Technical Aircrew for the loss of their licence which enables them to continue to perform their Technical Aircrew Employment duties, AND as determined by the Principal Company, any arrangement of a substantially similar nature which replaces or adds to such insurance.

Member

An Officer who has been admitted to membership of the Plan. Any former Officer who still has a current or future entitlement (including a contingent entitlement) from the Plan is also a Member.

Member Account

The account maintained in respect of a Member of Division 2; the account shall be credited with contributions made by the Member pursuant to Rule 17.1 and with amounts pursuant to Article 19.

This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Member Contribution Balance

The Member Contribution Balance is an amount equal to the total of Member Contributions, Deemed Contributions and any other contributions deemed to have been paid by the Member, together with compound interest at the following rates:-

- (a) 2.75% per annum throughout the period of membership to 30 June 1987,
- (b) thereafter at the Credited Interest Rate , but subject to a minimum of 2.75% p.a.

A deduction from the Member Contribution Balance will be made in respect of taxes which are or may become payable on contributions credited to the Member Contribution Balance.

Member Contributions

The contribution determined in accordance with Article 13 for a Member of Division 1, Article 17 for a Member of Division 2, Article 22 for a Member of Division 3 or Article 26 for a Member of Division 3A.

Member Extra Account

The account maintained in respect of a Member of Division 2; the account shall be credited with contributions made by the Member pursuant to Rule 17.2 and with amounts pursuant to Article 19.

This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Member Old Contributions

In respect of a Member of Division 1, the contribution determined in accordance with Rule 13, but not reduced by the Deemed Contribution.

Nominated Beneficiary

Any person nominated by a Member in writing in terms of Rule 9.5, to succeed to benefits under these Rules on the death of the Member. Such form must be deposited with the Trustee prior to the Member's death to be effective.

Officer

Subject to Rule 1.5, a Contractor, or an employee of the Company, other than a person who is determined by the Company to be a local employee based at a station outside Australia, provided that the Principal Company may, in its discretion, determine that a person, whose contract of employment with the Company is terminated because of illness or accident, may be deemed to be an Officer for the purpose of these Rules for any period that the Company in its absolute discretion determines.

Past Service Accumulation

For a Member of Division 1, the amount with allowance for interest at the rate applicable from year to year under the Plan by which the contributions which were actually made in respect of the Member by the Company and directly credited to accounts allocated to the Member (excluding any amounts which may have been allocated from the Provident Fund to augment the Member's benefit) is less than those which would have been made by the Company had the Member been in his/her final Section throughout the total period of membership and the Member's contributions to the Plan been in accordance with Rule 13.1 and Company contributions been in accordance with the following table:-

**For a Member
of:**

Company Contributions

Section A	Twice Member Old Contributions, plus the Deemed Contribution and Productivity Contribution.
Section B	Two and one half times Member Old Contributions, plus the Deemed Contribution and Productivity Contribution.
Section C	Three times the Member Contributions up to 15 March 1959 and thereafter two and one half times Member Old Contribution plus the Deemed Contribution and Productivity Contribution.
Section D	Three times Member Old Contribution up to the Member's Superannuation Date, and an amount equal to the Member Contributions from the Member's Superannuation Date until the Member ceases to be an Officer or until the Member's fifty fifth birthday, whichever shall first occur, plus the Deemed Contribution and Productivity Contribution.

PROVIDED THAT the Past Service Accumulation is NIL in the following cases:

- (i) if the above calculation produces a negative result, OR
- (ii) the amount is less than two hundred dollars at:
 - (a) 1st July, 1968, for a Member, apart from a Member of SECTION "D" of the Plan, in respect of whom the Company at that date was making contributions in accordance with the table contained in this definition;
 - (b) the date on which the Company commences making contributions in accordance with the table contained in this definition, for a Member in respect of whom contributions by the Company at 1st July, 1968 were not in accordance with the said table, or
 - (c) 1st July, 1955, for a Member of SECTION "D" of the Plan.

Past Service Sum Insured

The amount determined in accordance with Schedule 3 to the Rules.

Permanent Incapacitant

A Member who is receiving a Disability Benefit, whose contract of employment with the Company has been terminated and is not currently reinstated; or any other Member who is receiving a Disability Benefit and who the Principal Company determines is a Permanent Incapacitant.

Permanent Officer

An Officer other than a person who is determined by the Company to be a casual or temporary employee.

Plan

The Qantas Airways Limited Staff Superannuation Plan.

Preservable Amount

Any part of any benefit or amount the payment of which, in the opinion of the Trustee, is required, in accordance with the Statutory Requirements, to be deferred until the attainment of a particular age or the occurrence of a specified event.

Principal Company

Qantas Airways Limited or any successor thereto by consolidation, merger, transfer of assets or otherwise.

Productivity Account

The account maintained to which contributions are made in accordance with the Rules 12.1(c) for a Member of Division 1 or Rules 16.1(a), (b) or (c) for a Member of Division 2 and to which amounts are credited pursuant to Article 19. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Productivity Contribution

The contribution payable in terms of Rule 12.1(c) or Rule 16.1(a), (b) and (c).

Provident Fund Account

The account referred to in Rule 7.6.

Reasonable Benefit Limits

The Reasonable Benefit Limits as prescribed from time to time by the Regulatory Authority, or any similar limit which the Trustee deems to have replaced the Reasonable Benefit Limits and includes any announced proposals to alter such limits which are when introduced to have retrospective effect.

Regulatory Authority

The Commissioner of Taxation, the Insurance and Superannuation Commissioner and such other authorities as may be responsible for the taxation and other approval of superannuation plans from time to time.

Retirement Date

In the case of a Member of Division 1 or Division 2, a date determined as follows:

- (a) for a Ground Staff Member, 1 July following the Member's sixtieth (60th) birthday, or with the consent of the Company, any earlier date on or after the Member's fifty-fifth (55th) birthday.
- (b) for a Flight Attendant, 1 July following the Member's fifty-fifth (55th) birthday, or any earlier date on or after the first anniversary of the Member's appointment following the Member's fifty-fifth (55th) birthday.
- (c) for a Technical Aircrew Member, 1 July following the Member's fifty-fifth (55th) birthday, or at the Company's discretion, any earlier date on or after the Member's fiftieth (50th) birthday.

In the case of a Member of Division 3 or Division 3A, any date in the period between the Member's fifty-fifth (55th) and sixty-fifth (65th) birthdays, inclusive.

Retrenchment

The cessation of an Officer's service with the Company because the Officer's service or position is not necessary, the work for which the Officer is engaged is finished or a reduction in the number of Officers is necessary because the quantity of work has diminished, or such other circumstances as the Principal Company specifies to constitute retrenchment.

Review Date

The first day of July in each year or such other date as is determined by the Trustee.

Rollover Account

The account maintained in respect of a Member of Division 2 or Division 3; the account shall be credited with amounts rolled over to the Plan by the Member pursuant to Rule 8.12. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Rules

The Rules of the Plan as set out herein and as amended from time to time in accordance with Rule 2.15; the Rules may be divided into Divisions which distinguish the benefits payable to different categories of Members.

Section

In respect of the Member the category of membership, being one of those specified in Rule 8.5 to which the Member is admitted or transferred.

Serious Ill-Health

Termination of Employment prior to Superannuation Date through Serious Ill-Health as determined by the Trustee after considering the advice of the Head of Qantas Medical Services.

Shortfall Component

"Shortfall Component" as the term is defined in the Superannuation Guarantee (Administration) Act 1992.

Short Haul Flight Attendant

A Flight Attendant who is paid under the Flight Attendants (Domestic Airlines) Award 1985 as amended or replaced from time to time.

Short Haul Pilot

Technical Aircrew who are paid under the Australian Airlines Pilots Award (1989) as amended or replaced from time to time.

Spouse

In relation to a person includes another person who, although not legally married to the person, lives with the person on a bona fide basis as the husband or wife of the person.

Statutory Requirements

Any requirements as may from time to time be imposed pursuant to the Act.

Superannuation Date

In the case of a Member of Division 1 or Division 2, the first day of July following the:

- (i) sixtieth (60th) birthday for a Member of Section A of the Plan,

- (ii) fifty-fifth (55th) birthday for a Member of Section B or Section C of the Plan,

In the case of any other Member, the sixty-fifth (65th) birthday of the Member.

Superannuation Salary

- (i) Subject to paragraph (iii) below, the salary to be used for superannuation purposes for a Member in Division 1 or Division 2 who is:-
 - (a) a Member of Ground Staff, shall be base pay as determined by the Principal Company, but exclusive of overtime, shift penalties and allowances which are determined by the Principal Company not to be part of base pay;
 - (b) a Short Haul Flight Attendant, shall be base pay equivalent to 140 hours per calendar month in accordance with the Flight Attendants (Domestic Airlines) Award 1985, but exclusive of any allowances, overtime and shift penalties;
 - (c) a Long Haul Flight Attendant, shall be base pay equivalent to 149.6 hours per 56 days in accordance with the Airline Flight Attendants (Qantas) Award 1993, plus foreign language allowance but exclusive of overtime and any other allowances;
 - (d) a Short Haul Pilot, shall be base pay equivalent to 55 hours per calendar month in accordance with the Australian Airlines Pilots Award (1989), plus supervisory and training allowances, but exclusive of any other allowances;
 - (e) a member of Long Haul Technical Aircrew, shall be base pay equivalent to 132 hours per 56 days in accordance with the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1988), as applicable, plus supervisory and training allowances, but exclusive of overseas pay and any other allowances;
- (ii) Subject to paragraph (iii) below, the salary to be used for superannuation purposes for a Member in Division 3 or Division 3A who is:-
 - (a) a member of Ground Staff, shall be base pay as determined by the Principal Company, plus actual shift penalties, but exclusive of overtime and allowances which are determined by the Principal Company not to be part of base pay;

- (b) a Short Haul Flight Attendant, shall be base pay equivalent to 140 hours per calendar month in accordance with the Flight Attendants (Domestic Airlines) Award 1985, plus actual band payments, but exclusive of any allowances and overtime;
 - (c) a Long Haul Flight Attendant, shall be base pay equivalent to 187 hours per 56 days in accordance with the Airline Flight attendants (Qantas) Award 1993; plus foreign language allowance but exclusive of overtime and any other allowances;
 - (d) a Short Haul Pilot, shall be base pay equivalent to 55 hours per calendar month in accordance with the Australian Airlines Pilots Award (1989), plus supervisory and training allowances, but exclusive of any other allowances;
 - (e) a member of Long Haul Technical Aircrew, shall be base pay equivalent to 170 hours per 56 days in accordance with the International Airline Pilots Agreement (1986) or the International Airline Flight Engineer Officers Agreement (1988), as applicable, plus supervisory and training allowances, but exclusive of overseas pay and any other allowances;
- (iii) Notwithstanding the above definitions:
- (a) for a Member stationed outside Australia, Superannuation Salary shall be determined by the Company consistent with the above interpretation;
 - (b) in the case of a Contractor, Superannuation Salary shall be such amount as is advised by the Company from time to time, but not less than the earnings base which applies under the Superannuation Guarantee (Administration) Act 1992;
 - (c) the Principal Company may determine the amount of a Member's Superannuation Salary from time to time to be a greater amount if it decides that special circumstances warrant such determination;
 - (d) for a Member who is receiving a Disability Benefit, Superannuation Salary will be deemed to be that which would have applied if the Member had remained in the same classification as applied when the Member first became Totally but Temporarily Disabled;
 - (e) any reference to an award or an agreement in the above definitions, includes any variations or replacements of that award or agreement from time to time;

- (f) for a Flight Attendant or member of the Technical Aircrew who works on a part-time basis a pro rata equivalent of the relevant salary definition will apply; and
- (g) this definition may be redefined by the Principal Company in the event of changes to the method of determining pay.

Technical Aircrew

Officers of air pilot staff or flight engineer staff who regularly form part of the crew of an aircraft.

Temporary Officer

A Contractor, or an Officer who is determined by the Company to be a casual or temporary employee.

TN Adjusted Service Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, the Member's TN Service Multiple less the Member's TN Member Multiple.

In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, the Member's TN Service Multiple less the sum of:

- (i) the Member's TN Member Multiple, and
- (ii) the amount determined as the initial value at 30 June 1995 of the Productivity Account under sub-Rule 19.5(a), divided by the Member's TN FAS at 30 June 1995.

TN Division 2 Transferring Officer

A Permanent Officer other than a Division 3 Transferring Officer or a Division 3A Transferring Officer who was a member of a TN Plan immediately prior to becoming a Member.

TN FAS

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, the amount which would have been the Member's Final Average Salary at the relevant date under the rules of the plan from which the Member transferred. However, if as a result of a change in job classification of the Member or a change in the structure of the Member's remuneration, it is not possible to determine an amount for the

Member's Final Average Salary under the rules of the plan from which the Member transferred, the Member's TN FAS shall be calculated in a manner agreed between the Trustee and the Principal Company as being appropriate in the circumstances.

TN Member Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, a number equal to five percent (5%) of the years of benefit service in that scheme (as measured for benefit purposes under that scheme) at 30 June 1995.

In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, a number equal to five percent (5%) of the sum of the years of membership and the period of contributory service in that plan (as those periods are measured for benefit purposes under that plan) at 30 June 1995.

TN Plan

Any one or more of the Australian Airlines General Superannuation Plan, the Australian Airlines Flight Attendants Superannuation Scheme and the Australian Airlines Pilots Accumulation Fund.

TN Service Multiple

In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, a number certified by the actuary to the relevant plan to represent the undiscounted accrued defined retirement benefits of the Member at 30 June 1995 divided by the Member's TN FAS at 30 June 1995.

Total and Permanent Disablement

Termination of Employment prior to Superannuation Date, through injury or illness which in the opinion of the Trustee after consideration of medical evidence and on the recommendation of the Head of Qantas Medical Services, has rendered the Member incapacitated to such an extent that the Member is unlikely ever to be able to resume work or to attend to any gainful profession or occupation for which the Member is reasonably qualified by education, training or experience.

"Totally and Permanently Disabled" has a corresponding meaning.

Total but Temporary Disablement

Absence from Employment resulting from an illness, accident or injury:-

- which commences or occurs prior to the Superannuation Date, and
- as a result of which the Member has been absent from Employment with the Company in respect of the illness accident or injury for a period of at least three (3) months (or such shorter period as the Trustee may consider appropriate if in its view hardship exists), and
- in respect of which the Trustee has considered such medical or other evidence as the Trustee may require including the opinion of the Head of Qantas Medical Services, and
- which in the opinion of the Trustee, has rendered the Member unable to be employed by the Company in any position considered suitable by the Head of Qantas Medical Services and the Head of Qantas Staff Division.

"Totally but Temporarily Disabled" has a corresponding meaning.

Transfer Account

The account maintained in respect of a Member of Division 2, Division 3 or Division 3A; the account shall be credited with amounts pursuant to Article 19 in respect of a Division 2 Member and pursuant to Article 28 in respect of a Division 3 or Division 3A Member. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

Transferring Officer

A Transferring Officer shall be an Officer who was a Member of Division 1 and who elected, prior to 31 December 1989 or such other date as the Principal Company may in any particular case approve, at the invitation of the Principal Company to transfer to Division 2 with effect from 1 January 1990, or at such other date as may be approved by the Principal Company.

Trustee

The Trustee for the time being appointed in accordance with the provisions of these Rules.

Voluntary Contribution Account

The account maintained in respect of a Member of Division 3 or Division 3A; the account shall be credited with contributions made by, or in respect of, the Member pursuant to Rule 22.2 or Rule 26.2 and with amounts pursuant to Article 28. This account is credited (or debited) with interest at the Credited Interest Rate and is debited with taxes as appropriate.

SUPERANNUATION STANDARDS

- 1.2 (a) The Trustee and each Company shall comply with the Act and are empowered to do and procure to be done such acts, matters and things as are necessary or desirable in order to comply with the Act.
- (b) Any provision or requirement of the Act which is expressly required by the Act to be included in the Rules in order to comply with or satisfy the Act shall be deemed to be included in the Rules from the date when compliance is required.
- (c) If there is a conflict between the Statutory Requirements and any other provision of the Rules, the Statutory Requirements shall prevail to the extent of the conflict.
- (d) Subject to Rule 2.6, if any doubt or dispute arises as to the existence, meaning, application or effect of any requirement of the Statutory Requirements, or if there is a conflict between requirements of the Statutory Requirements, the decision of the Trustee shall be final and binding on all interested persons.
- 1.3 Notwithstanding any other provision of the Rules but subject to Rule 1.2 -
- (a) (i) the Trustee of the Plan shall be a constitutional corporation as that term is defined in the Act; or
- (ii) if the sole or primary purpose of the Plan is to provide old-age pensions or the Rules are amended so that the sole or primary purpose of the Plan is to provide old-age pensions, natural persons may be appointed as Trustees of the Plan; and
- (b) the Trustee is empowered to make the irrevocable election necessary for the Act to apply to the Plan.

- 1.4 Notwithstanding any other provision of the Rules the covenants that are required by the Statutory Requirements to be included in the Rules are deemed to be included in the Rules as covenants by the Trustee and by each director of the Trustee for so long as and to the extent required by the Statutory Requirements.
- 1.5 Notwithstanding any other provision of the Rules but subject to Rule 1.2 -
- (a) any provision of the Rules which permits a discretion to be exercised by a person other than the Trustee shall be deemed to include a requirement to obtain the consent of the Trustee to the exercise of such discretion where such consent is required by the Statutory Requirements; and
 - (b) any provision which subjects the Trustee in the exercise of any of its powers under the Rules to direction by the Principal Company or any other person where such direction is prohibited by the Statutory Requirements shall be construed as a discretion to be exercised by the Principal Company or that other person with the consent of the Trustee.

ARTICLE 2

ADMINISTRATION

INTERPRETATION

- 2.1 If any question or dispute arises on the interpretation of the Rules or the incidence or application of any rights, benefits, duties or liabilities arising under the Rules, the decision of the Trustee shall, subject to Rule 2.6, be binding upon all Members and the Company, subject always to such remedies as any Member or Company may have at law.

SALARY

- 2.2 Member's Superannuation Salary shall be advised to the Trustee by the Company at the date of entry to the Plan and at each subsequent date on which it is required for the purposes of the Plan.

GOVERNMENT CHARGES

- 2.3 The Trustee shall be entitled to deduct from any payment due from the Plan or from the income or assets of the Plan, the amount of any income or other tax, duty or any other government charges which are payable or which may become payable. Without limiting the generality of the foregoing, these deductions include:
- (a) the deduction of income tax from contributions paid to the Plan by the Company in respect of a Member or from any other contributions upon which income tax is payable by the Trustee,
 - (b) the deduction of any amount of tax from the earnings of the Plan,
 - (c) the deduction of any amount of tax (if any) from benefits payable to Members hereunder,
 - (d) the deduction of any further amounts as may be required from time to time by the Commissioner of Taxation or any other authority empowered to levy an impost, tax or duty upon superannuation funds, and

- (e) the making of provisions for any tax liability, whether it has arisen or not, as the Trustee shall deem prudent or advisable and the debiting of any accounts of the Plan for such provisions in such manner as the Trustee considers equitable.

LAW OF AUSTRALIAN CAPITAL TERRITORY

- 2.4 The Rules of the Plan shall be governed by and interpreted according to the laws of the Australian Capital Territory.

PROHIBITION AGAINST DEALINGS

- 2.5 Member shall not be competent to vary, cancel, surrender, assign, mortgage or otherwise deal with a benefit under the Plan, except by way of mortgage or charge to secure a present advance of money:

- (a) to a Member exclusively for housing for the Member's occupancy; or
- (b) to a Member suffering financial hardship.

PROVIDED THAT such mortgage or charge will not prejudice the continuing approval of the Plan by a Regulatory Authority.

DISPUTES

- 2.6 The Trustee shall ensure that for so long as the Act requires there are in force arrangements within the Plan that enable the Trustee to deal with Member and beneficiary complaints and inquiries in a manner and within the time provided by the Act. The Trustee shall ensure that to the extent required by the Act, any decision of a court or tribunal constituted by or under the Act shall be followed.

RIGHTS OF MEMBERS

- 2.7 No person whether as a Member or otherwise shall have any claim, right or interest to or in respect of the Plan or any contribution thereto or any interest therein or any claim upon or against the Trustee or the Company in connection with the Plan except under and in accordance with the provisions of the Rules.

- 2.8 Every person who becomes a Member shall, subject to Rule 2.15 thereby be deemed to be bound by the Rules and any subsequent amendments, modifications, revocations or additions thereto and all regulations made thereunder.
- 2.9 Every Member shall have the right to inspect a copy of the Rules at offices of the Principal Company during the Principal Company's usual business hours. A copy of the Rules may be obtained from the Trustee.

MEMBERS TO GIVE INFORMATION

- 2.10 Every Member and every person claiming a benefit shall from time to time and at such time as requested give the Trustee such information and produce such documents as the Trustee shall consider necessary for the purpose of establishing entitlement to such benefit.
- 2.11 The Trustee may require a Member from time to time to provide health evidence or other information by submitting to medical examination or otherwise and as a result of such medical examination or other information or the lack of submission thereof, the benefit payable on the death or disablement of the Member may be varied as provided in Rule 9.2 hereof.
- 2.12 A Member shall also provide such proof of correct age as the Trustee shall reasonably require and in the event that the age of a Member as recorded prior to the submission of such proof is found to be incorrect the benefits payable to or in respect of the Member will be redetermined by the Trustee in taking into account the Member's correct age.

GOVERNMENT SUPERANNUATION SCHEME

- 2.13 If a Government Superannuation Scheme is introduced in Australia or if an existing Government Superannuation Scheme for the time being in force is altered, or if other legislation establishing government sponsored rights to benefits for Members is enacted the following provisions shall have effect from the date of such introduction or alteration as the case may be:-
- (a) The Principal Company may, subject to Rule 1.5, authorise a reduction in a Member's contributions and the relevant contributions of the Company to the Plan up to the amounts payable by the Member and the Company under any Government Superannuation Scheme.

- (b) The Principal Company may, subject to Rule 1.5, direct the Trustee to reduce the future accrual of any benefit payable in respect of a Member by an amount equivalent to all or part of any Declared Benefits payable in respect of the Member under a Government Superannuation Scheme.
- (c) The Principal Company may, subject to Rule 1.5, direct the Trustee to otherwise alter the provisions of the Plan to take account of any other legislative change.
- (d) The maximum amount by which a Member's contributions or the Company's contributions can be reduced under paragraph (a) above and the maximum amount of the reduction which can be made in any benefit under paragraph (b) or the manner in which the provisions of the Plan are altered under paragraph (c) above shall be determined by the Trustee.
- (e) The Trustee may make such Rules as it shall think fit for the purpose of putting this Rule into effect and may from time to time alter or revoke such Rules.
- (f) In the case of a Member of Division 1, notwithstanding (a) - (e) above, no variation may be made which would prejudice a benefit already secured to a Member at the date of that variation, unless required by legislation.

COMPANY'S RIGHT TO TERMINATE EMPLOYMENT

- 2.14
- (a) Nothing in these Rules shall in any way restrict the right of the Company to terminate the Employment of a Member at any time.
 - (b) Nothing in these Rules shall in any way affect the right of a Member or the Member's legal representative or any other person to claim damages or compensation at common law or under workers' compensation or other legislation providing for compensation to a Member injured or dying as a result of an accident arising out of or in the course of the Member's Employment with the Company and subject to the determination of the Disability Benefit and the Total and Permanent Disablement Benefit, the amount payable under these Rules shall not otherwise be reduced by reason of payment of such damages or compensation.

VARIATION OF RULES

- 2.15 (a) The Principal Company may from time to time make amendments and additions to this Deed and Rules **PROVIDED THAT**
- (i) the benefit already secured to any Member of Division 1 and any Transferring Officer shall not be prejudicially varied or affected without the Member's consent in writing, and
 - (ii) no such amendment or addition or both shall reduce any benefits that have accrued to any Member, or affect the basis for calculating the amount of retirement benefits of any Member in a way that reduces that amount with respect to the period of membership before the date of the amendment and/or addition, except with the written approval of the Member and the Regulatory Authority, and
 - (iii) except as provided for in Rule 2.13, the future accrual of benefits for a Member of Division 2 shall not be reduced unless the relevant (as determined by the Trustee) employee representative group agrees to the change, and
 - (iv) no amendment or addition shall be made to the benefits or conditions of a Member who transferred from the Australian Airlines General Superannuation Plan or the Australian Airlines Flight Attendants Superannuation Scheme if that amendment or addition would not have been allowed under the amendment powers in the rules of the plan from which the Member transferred.
- (b) Where any provision of this Deed or Rules is amended the Trustee shall give to each Member as soon as practicable after the date of such amendment and in accordance with Statutory Requirements a written statement explaining the nature and purpose of the amendment and the effect (if any) of the amendment on the entitlement of the Member.
- (c) Notwithstanding any other provision of the Rules -
- (i) no amendment shall take effect without the consent of the Trustee if such consent is required under the Statutory Requirements; and
 - (ii) no amendment shall be made other than in accordance with the Statutory Requirements.

LEAVE OF ABSENCE

- 2.16 Subject to the Statutory Requirements a Member who shall have been granted leave of absence with salary shall remain a Member of the Plan and the period of such leave of absence shall be included as Credited Service.
- 2.17 Subject to the Statutory Requirements a Member who shall have been granted leave of absence without salary shall remain a Member of the Plan and the Principal Company may, in its discretion, determine that the contribution by the Member shall be discontinued and the period of leave excluded from Credited Service **PROVIDED THAT**, in the event that contributions and Credited Service are to be continued, the Principal Company shall determine the Superannuation Salary to be used and the Member shall pay Member Contributions which fall due during such period of absence and the Principal Company may, in its discretion, require the Member to pay the Company's contribution to the Plan on behalf of the Member for the same period. **PROVIDED FURTHER THAT** in the event that a Member is in receipt of the disability income benefit, the membership and contributions of the Member shall be governed by Rule 13.2. or Rule 17.7.
- 2.18 Subject to the Statutory Requirements a Member who shall be on leave of absence by reason of service with the armed forces of Australia or of any of its allies, shall continue to be a Member of the Plan as if such Member were on leave of absence without salary.
- 2.19 The Company shall notify the Trustee whenever any Member shall be given leave of absence without salary and whenever the Employment of any such Member has been terminated.

INSURANCE POLICIES

- 2.20 The Trustee shall have the power to effect and maintain one or more insurance policies on the lives of any of the Members or on or in respect of any asset of the Plan.

AMOUNTS OWING BY MEMBERS

- 2.21 Notwithstanding anything to the contrary herein contained or implied, but subject to the Statutory Requirements the benefit payable in any circumstance will be determined by deducting from the benefit otherwise payable, any contribution payable by the Member which has been paid to the Plan by the Company but not recovered from the Member.

INFORMATION TO MEMBERS

- 2.22 The Trustee will give such information to Members, and at such times, in relation to their benefit entitlements and generally in relation to the Plan as may be required from time to time in order to ensure that the Plan continues to be approved by the Regulatory Authority.

MINIMUM BENEFITS

- 2.23 (a) Notwithstanding anything contained elsewhere in these Rules, where a State, Commonwealth or Territory law requires the Company to provide a minimum level of superannuation benefits in respect of a Member or Members, or where a State, Commonwealth or Territory law would impose a penalty, charge or tax upon the Company if such a minimum superannuation benefit is not provided, the Principal Company may require the benefits otherwise payable from the Plan to or in respect of the Member or Members to be increased (if necessary) so that the benefits payable from the Plan when aggregated with superannuation benefits provided to that Member or Members by the Company from any other superannuation fund or arrangement which satisfies the statutory requirements are not less than the minimum superannuation benefit or such part thereof as the Principal Company specifies.
- (b) The benefits otherwise payable from the Plan shall not be increased in accordance with paragraph (a) of this Rule unless and until the Principal Company provides to the Trustee written notification of its requirements under paragraph (a) of this Rule, including what part of the minimum superannuation benefit is to be provided by the Plan and details of the Members to which this requirement applies.

- (c) At any time after providing written notification to the Trustee in accordance with paragraph (b) of this Rule, the Principal Company may revoke or amend that notification by further notification in writing to the Trustee **PROVIDED THAT** no such revocation or amendment shall reduce the level of benefits payable from the Plan in accordance with the previous notification, to the extent that that level of benefits:
- (i) relates to any period of membership or Employment of a Member before the date of notification of the revocation or amendment; or
 - (ii) has otherwise accrued or become payable to a Member before the date of notification of the revocation or amendment.
- (d) Where the Principal Company provides a written notification to the Trustee in accordance with paragraph (b) or paragraph (c) of this Rule, the Trustee shall provide a copy of that notification to the Actuary, and the adjustment to the benefits otherwise payable from the Plan shall be calculated by the Actuary or shall be calculated by reference to formulae determined by the Actuary and certified in writing to the Trustee for this purpose.

MODIFICATIONS FOR CERTAIN FIXED TERM AND OTHER SPECIFIED EMPLOYEES

- 2.24 (a) Notwithstanding any other provisions of the Rules, with the agreement of the Trustee and the Officer or Officers concerned, the Principal Company may nominate an Officer or group of Officers who are on fixed term employment contracts or who are otherwise considered by the Principal Company to warrant inclusion under this Rule 2.24, to have their benefits, their contributions and/or other aspects of the membership determined in accordance with this Rule 2.24 in lieu of the benefits, contributions and other provisions otherwise provided for in these Rules.
- (b) Subject to the Statutory Requirements, where this Rule 2.24 applies to a Member, the benefits provided in respect of the Member, the contributions payable by the Member (if any) and the other conditions applying to the Member, shall be adjusted to be in accordance with a written agreement which shall be made between the Company and the Member.

- (c) To the extent that the agreement referred to in paragraph (b) of this Rule 2.24 is silent on matters covered in these Rules, the normal provisions of these Rules shall apply.
- (d) A Member to whom this Rule 2.24 applies shall be included in Division 2 of the Plan and all benefits and costs associated with the Member shall be met from:
 - (i) contributions by the Member,
 - (ii) specific contributions by the Company in respect of the Member, and/or
 - (iii) unallocated Company contributions in respect of Members of Division 2,

PROVIDED THAT for the purpose of this paragraph the Trustee may assume that the cost of administering the Plan in respect of the Member is consistent with the cost of administering the Plan in respect of other Members of Division 2.

ARTICLE 3

ASSOCIATED EMPLOYERS

ADMISSION OF EMPLOYEES OF ASSOCIATED EMPLOYERS

- 3.1 The Trustee may, with the approval of the Principal Company make such arrangements as it shall think fit with any Associated Employer which has agreed in writing regarding those of its employees who are eligible to be admitted as Members.

WITHDRAWAL OF ASSOCIATED EMPLOYER

- 3.2 The participation in the Plan of an Associated Employer may be terminated:-
- (a) by the Associated Employer by notice in writing to the Trustee, or
 - (b) by the Trustee with the consent in writing of the Principal Company by notice in writing to the Associated Employer.
- 3.3 On such termination of participation:-
- (a) the Trustee after consultation with the Associated Employer shall specify a date (hereinafter referred to as the "Withdrawal Date") upon which the Associated Employer (hereinafter referred to as the "Withdrawing Employer") shall withdraw;
 - (b) the Withdrawing Employer shall forthwith pay any arrears of contributions up to the Withdrawal Date;
 - (c) benefits which have become payable on or before the Withdrawal Date shall continue to be payable in the same manner as would have applied if the termination had not occurred;

- (d) the Actuary shall certify what proportion of the assets of the Plan, including arrears, if any, of contributions still to be made pursuant to paragraph (b) above, is properly attributable to Members who were in the employ of the Withdrawing Employer at the Withdrawal Date.

3.4 The proportion of the assets of the Plan determined under Rule 3.3(d) shall be applied in accordance with Rules 4.3 and 4.4. Such application shall be made as if:-

- (a) the said proportion of the assets of the Plan had constituted a separate fund in respect of which the Withdrawing Employer was the only Company and those Members employed by it at the Withdrawal Date were the only Members, and
- (b) such separate fund had been terminated under Rule 4.1 hereof having effect from the Withdrawal Date.

ARTICLE 4

WINDING UP

TERMINATION OF PLAN

- 4.1 The Plan shall be wound up as hereinafter provided upon the happening of any of the following events:-
- (a) if the Trustee shall consider that the Plan is insolvent or if it shall be advised by the Actuary that the Plan is insolvent and it resolves to terminate the Plan; or
 - (b) if the Principal Company decides that it will permanently cease contributing to the Plan; or
 - (c) if an order is made or an effective resolution is passed for the winding up of the Principal Company other than for the purpose of amalgamation or reconstruction.
- 4.2 In such event the Trustee shall give notice in writing to the Company and the Members that the Plan shall terminate on a specified date, hereinafter called the "Termination Date". As from the Termination Date the following shall apply:-
- (a) no further contributions shall be made by the Company and the Members other than arrears of contributions due up to the Termination Date; and
 - (b) any arrears of contributions shall be paid forthwith.

BENEFITS ON TERMINATION

- 4.3 Upon termination of the Plan, the Trustee, after considering the advice of the Actuary shall:
- (1) allocate any balance remaining in the Foregone Benefits Reserve amongst the Members of Division 1 at the Termination Date, by way of a pro rata addition to each such Member's Accumulated Credit, and

(2) make such provision out of the assets of the Plan as is necessary to provide for the following payments in the listed order of priority:-

- (a) the costs, charges and expenses of the Trustee and of the winding up of the Plan so far as the same are not met by the Company;
- (b) benefits which became payable before the Termination Date and have not been paid including provision for the continuation of the payment of any pensions payable from the Plan on the same terms and conditions as prior to the Termination Date;
- (c) in respect of each Member who is still in Employment at the Termination Date and who has reached or who has passed Retirement Date or who has not reached Retirement Date but who would qualify for an Early Retirement Benefit had Employment ceased immediately prior to the Termination Date, benefits having a value equal to the Retirement Benefit, the Late Retirement Benefit or the Early Retirement Benefit as the case may be;
- (d) in respect of each Member who is still in Employment at the Termination Date, and who is not entitled to a benefit under (c) above, benefits having a value equal to the Withdrawal Benefit that would have been payable had the Member ceased to be in Employment immediately prior to the Termination Date other than for summary dismissal;
- (e) in respect of each Member who is still in Employment at the Termination Date and who is not entitled to a benefit under paragraph (c) above, benefits having a value equal to the Withdrawal Benefit that would have applied if the actual vesting percentage (determined in accordance with Rule 14.9 or Rule 18.8 as the case may require) were replaced by 100% less any benefits determined under paragraph (d) above;
- (f) payments to the Company, subject to Rule 12.3.

The balance of assets of the Plan, if any, will be apportioned amongst Members in Employment at the Termination Date, in such manner as the Trustee considers fair and equitable after taking into account the benefits determined under paragraphs (c), (d) and (e) above.

- 4.4 Subject to Rule 9.11 the benefits to be provided under Rule 4.3 hereof shall be in cash, or with the agreement of the Member, by provision of life assurance or annuity policies or participation in any other superannuation fund, Approved Deposit Fund or Deferred Annuity fund as determined by the Trustee but shall not be payable to a Member or transferred to an Approved Deposit Fund or Deferred Annuity fund unless and until the Member ceases to be in Employment.

ARTICLE 5

TRUSTEE

APPOINTMENT AND REMOVAL OF TRUSTEE

- 5.1 Pursuant to the Declaration of Trust the Principal Company was the first and original Trustee of the Plan. Should the Principal Company desire to be discharged from its role as Trustee then it shall appoint another company to act as Trustee for such term (if any) as may be agreed between the Principal Company and the new trustee, and the Principal Company shall, subject to the Statutory Requirements, have power by notice in writing from time to time to remove the Trustee and, by deed of appointment, to appoint a new Trustee. All such appointments shall be subject to Rule 5.2.
- 5.2 A company is not eligible to be the Trustee unless its articles of association contain provisions to the effect of those set out in Schedule 5 hereto and no other provisions which are inconsistent with them.

POWERS OF TRUSTEE

- 5.3 The Trustee shall hold office until the earliest of -
- (a) its removal from that office by the Principal Company pursuant to Rule 5.1;
 - (b) the date on which the Trustee's term of office expires or the Trustee's appointment to such office ceases;
 - (c) its retirement from that office by written notice given to the Principal Company;
 - (d) the appointment of a receiver, receiver and manager and liquidator in respect of it or the whole or any part of its property or the approval by a court of a scheme of arrangement providing for its dissolution other than for the purpose of reconstruction;
 - (e) its disqualification from that office by operation of law; and

(f) its becoming a disqualified person under the Statutory Requirements,

and, upon the Trustee ceasing to hold office, another trustee shall be appointed to such office pursuant to Rule 5.1.

- 5.4 The acts of the Trustee are valid notwithstanding any defect that may be discovered in its appointment.

DISCRETIONS

- 5.5 Unless the continuing approval of the Plan by the Regulatory Authority would in the opinion of the Trustee be jeopardised, subject to these Rules, the Trustee in the exercise of the powers, authorities and discretions vested in it shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of such powers, authorities and discretions from time to time and at any time or may refrain from exercising all or any of such powers, authorities and discretions from time to time or at all.

The Trustee, any director or other officer of the Trustee and any delegate of the Trustee may exercise all powers authorities and discretions conferred hereunder notwithstanding that it or he/she may have a direct or personal interest in the mode or result of exercising the same, but may nevertheless abstain from acting except as a formal party in any matter in which it or he/she may be so personally interested.

- 5.6 In addition to any other powers vested in the Trustee by the Trust Deed and the Rules, the Trustee shall have the following powers:-

- (a) to purchase or otherwise acquire and to sell or otherwise dispose of investments which the Trustee is authorised to acquire or dispose of on such terms and conditions as it shall think fit;
- (b) to appoint and at its discretion remove the Actuary, Auditor, solicitors, managers, secretaries, clerks, agents and other persons, as it from time to time thinks fit, determine their powers and duties and fix their remuneration and require such security as it thinks fit;
- (c) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Trustee or its officers or otherwise concerning the affairs of the Plan and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Plan;

- (d) to refer any claims or demands by or against the Plan to arbitration and observe and perform the awards;
- (e) to make and give receipts, releases and other discharges for money payable to the Plan and for the claims and demands on the Plan;
- (f) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (g) to determine by resolution who shall be entitled to sign on the Trustee's behalf, receipts, acceptances, endorsements, releases, contracts and documents;
- (h) to pay benefits out of the Plan to persons entitled thereto;
- (i) to decide who are Dependants for the purposes of the Rules;
- (j) in case of mental or physical ill-health, or incapacity of a person entitled to benefits, to pay or apply such benefits at its discretion to, or for the benefit of, such person and the Dependants of such person;
- (k) to determine whether or not a Member is Totally but Temporarily Disabled or Totally and Permanently Disabled or suffering from Serious Ill Health for the purposes of the Rules, subject to the conditions set out in these Rules;
- (l) to maintain separate accounting provisions within the Plan and, if it so determines, to maintain separate pools of assets in respect of such provision (including, the Provident Fund Account, or reserves in respect of the Accumulated Credits or any part thereof, in respect of any group of Members);
- (m) the Trustee may, subject to the Statutory Requirements, accept contributions other than in cash including, without limitation, contributions by way of voucher arising as a result of a superannuation guarantee shortfall.

INDEMNITY TO TRUSTEE

- 5.7 Subject to the Statutory Requirements the Trustee shall be indemnified from the Plan against all liabilities and expenses howsoever incurred through any act or omission in the exercise of the powers, duties and discretions under the Rules or in the bona fide intended or purported exercise of the powers, duties and discretions under the Rules and shall have a lien on the Plan for such indemnity. The Trustee shall not be liable for any act of omission in the exercise of the powers, duties and discretions under the Rules in the bona fide

intended or purported exercise of the powers, duties and discretions under the Rules or for any loss or expenses incurred by the Plan through the insufficiency or deficiency of any security in or upon which any of the moneys of the Plan shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatever sustained by the Plan except where due to the Trustee's own wilful misconduct or defaults.

For the purposes of this Rule, the term Trustee includes the directors and officers of the Trustee.

NOTICES TO TRUSTEE

- 5.8 For the purposes of the Rules the Trustee shall be entitled to regard a direction, instruction or other written authorisation signed by an authorised representative of the Company as a valid direction instruction or other written authorisation of the Company.

ARTICLE 6

ASSETS, EXPENSES AND INVESTMENTS

THE PLAN

- 6.1 The following property and the income thereof shall constitute the Plan; namely:-
- (a) contributions made in accordance with the Rules;
 - (b) any assets transferred to the Trustee pursuant to any arrangements made by the Trustee under the Rules; and
 - (c) any other moneys or assets received by the Trustee for the purposes of the Plan.

ASSETS HELD BY TRUSTEE

- 6.2 The assets of the Plan shall be held by the Trustee upon trust to be applied in accordance with the provisions of the Rules.

EXPENSES OF THE FUND

- 6.3
- (a) All the expenses of the establishment, amendment and operation of the Plan incurred from time to time which are not paid or payable by the Company shall be paid out of the Plan.
 - (b) Those expenses of the Plan which are not paid or payable by the Company and which do not include -
 - (i) tax paid or payable on investment income of the Plan, or
 - (ii) expenses associated with the investment of Plan assets referred to in Rule 7.5

shall be apportioned between the Divisions in proportion to the number of Members in each Division, or on such other basis as the Trustee and Principal Company may agree from time to time.

(c) The expenses referred to in paragraph (b) above will be met as follows -

- (i) with respect to the expenses attributable to Division 1, there shall be deducted from the Accumulated Credit in respect of a Member of Division 1, an amount representing the Member's share of those expenses as determined by the Trustee from time to time;
- (ii) with respect to expenses attributable to all other Divisions, such expenses shall be paid from the General Assets of the Plan.

INVESTMENTS

6.4 All moneys received by the Trustee but not required to meet current payments will, in the absolute discretion of the Trustee, either be placed on deposit or be invested in the purchase or acquisition of real or personal property of whatsoever nature and wheresoever situated and whether or not subject to encumbrances or involving liabilities of any kind. Without limiting the generality of the foregoing such moneys may be invested:-

- (a) in any investment authorised by law for the investment of trust funds;
- (b) on deposit with any bank, building society or other financial institution or corporation;
- (c) in the shares, notes, debentures, stock options or share options* or other securities of any company;
- (d) in units of any common fund, property trust or unit trust;
- (e) in purchase of land of any tenure or of any rights or interest in or upon or in relation to land in Australia;
- (f) in any policies of life assurance;
- (g) in mortgage debentures and other loans on security;
- (h) in underwriting or sub-underwriting the subscription of the shares, stocks, debentures or notes of any company;
- (i) to purchase or deal in any manner whatsoever in futures contracts made on a futures market or of a futures exchange (as those terms are defined in the N.S.W. Futures Market Act, 1979) and to pay all deposits, margins, shortfalls or like obligations arising in accordance with the usual practices of such transactions;

- (j) to write or take stock options on an option market conducted by a member of the Australian Associated Stock Exchanges in accordance with the Stock Option Trading Regulations of such a stock exchange from time to time in force and to make all such payments of deposits, margins and premiums and to give such security as shall from time to time be required by such regulations in connection with such stock options;
- (ja) without limiting the generality of this Rule in general or the provisions of paragraphs (i) and (j) in particular, to enter into, grant, acquire, participate in or deal with in any manner (including for the purposes of risk management, enhancing investment return or substitution for physical holdings) any financial arrangement including without limitation any arrangement commonly known as a futures contract, forward contract, interest rate swap contract, currency swap contract, forward exchange rate contract, forward interest rate contract or any other like contract and any hedging, swapping or like arrangement, whether or not related to any other property forming part of the Plan, including any instrument under which a right or an option in respect of a financial arrangement may be exercised;
- (k) in any other investment which the Trustee considers to be appropriate.

but shall not be invested in any way which in the opinion of the Trustee would jeopardise the continuing approval of the Plan by a Regulatory Authority.

The Trustee shall have full power to vary, replace, encumber and otherwise deal with such investments as fully and effectively and with the same unrestricted powers in all respects as persons may do when dealing with their own property.

- 6.5 Any investments may be held in such names including the names of nominees (whether an individual or a corporation) as the Trustee shall from time to time determine.
- 6.6 The Trustee may delegate to any person, firm or company on such terms as the Trustee thinks fit, the powers and duties of investment conferred upon it under the Rules and may deliver to any such person, firm or company any assets of the Plan and shall not be liable for any loss occasioned by any acts of the person, firm or company to whom such delegation is made. The Trustee may at any time terminate such delegation.
- 6.7 The Trustee may invest any of the moneys of the Plan in a common pool with the moneys of any other superannuation funds. The Trustee may make such arrangements for determining the proportion of the investments so held which is attributable to the Plan and to such other superannuation funds as it considers just and equitable.

BORROWING

- 6.8 Unless the continuing approval of the Plan by a Regulatory Authority would in the opinion of the Trustee be jeopardised, the Trustee may for any of the purposes of the Plan borrow or raise money up to such amount as it thinks proper and may secure the repayment thereof by charge or mortgage over all or any of the assets of the Plan or in such other manner as it shall think fit.

ARTICLE 7

ACCOUNTS AND VALUATION

RECORDS

- 7.1 The Trustee shall keep or cause to be kept a complete record of all persons who become Members of the Plan and all deaths, retirements, dismissals and other terminations of Employment and of the income and expenditure of the Plan and all other matters essential for the working of the Plan.

ANNUAL AUDIT

- 7.2 The Trustee shall each Financial Year cause to be prepared a Statement of Net Assets and Statement of Changes in Net Assets of the Plan which shall be audited by an Auditor appointed from time to time by the Trustee. The Auditor, who shall satisfy such requirements as may be necessary to secure the continuing approval of the Plan by the Regulatory Authority, shall have access to all papers, accounts and documents connected with the Plan and shall report in writing to the Trustee the result of such audit. Every Member shall be entitled to inspect a copy of the Statement of Net Assets and Statement of Changes in Net Assets of the Plan.

The Principal Company will be provided with a copy of the Statement of Net Assets, Statement of Changes in Net Assets and audit report of the Plan.

ACTUARIAL VALUATION

- 7.3 The Trustee shall appoint an Actuary to the Plan who shall be a Fellow of the Institute of Actuaries of Australia, or a company or firm employing such persons.
- 7.4 (a) The Trustee shall require the Actuary to make a valuation of the assets and liabilities of the Plan as at the first day of July 1988 and thereafter at least once in every three (3) years or at such other dates as may be agreed by the Trustee and Principal Company and which comply with the Statutory Requirements. The Actuary shall report in writing to the Trustee and provide a copy of the report to the Principal Company. The Trustee shall provide the Actuary with such information as the Actuary shall require to make the valuation.

- (b) If either pursuant to the actuarial valuation or otherwise the Actuary certifies that the General Assets are in excess of the amount required to provide the accrued benefits in respect of Members (excluding that part of the benefits which relate to amounts held in specific Accounts or reserves), then the Principal Company may, subject to Rule 1.5, direct the Trustee that part or all of the excess in the General Assets be paid to the Principal Company or used to meet contributions required under Rules 12.1 or 16.1(a) to 16.1(d) inclusive. This Rule does not permit the return to the Principal Company of any amount which forms part of any Account established for any Member.

CREDITING OF INVESTMENT EARNINGS

7.5 The Credited Interest Rate shall be such rate or rates as the Trustee shall determine from time to time having regard to

- (a) the income earned on the Plan assets during the year;
- (b) the growth or diminution in the capital value of Plan assets during the year whether realised or not;
- (c) the tax paid or payable on any earnings of the Plan;
- (d) the expenses associated with investment (including the purchase, retention and sale) of Plan assets; and
- (e) such other factors not inconsistent with the Statutory Requirements as the Trustee shall in its absolute discretion consider appropriate in the circumstances.

In making that determination the Trustee may, if it considers it appropriate, allow for averaging of the earnings of the Plan upon a basis which the Trustee considers is fair and equitable so as to take into account possible or actual periodic fluctuations in those earnings.

If the Trustee has established separate pools of assets in connection with specific reserves or liabilities of the Plan, then the Trustee may determine, on a similar basis, a separate Credited Interest Rate in respect of each such pool.

If the Trustee has established separate accounting provisions within the Plan in connection with specific reserves or liabilities, but has not established separate pools of assets in respect of such provisions then the Trustee may apportion an appropriate share of the total investment earnings to those provisions, taking into account relevant matters such as those set out in (a) - (e) above. The Trustee may then determine a separate Credited Interest Rate for each such provision, as if each such provision did relate to a separate pool of assets.

The difference between the total investment earnings (determined in terms of (a) to (e) above) and the amount added to the various accounts by application of the Credited Interest Rate(s) will be credited or debited to a specific reserve or reserves established for the purpose.

Subject to the Statutory Requirements the Trustee may at its discretion use a part of such reserves attributable to earnings on the pool of assets associated with Members of Division 1 and Division 2 to increase a benefit of a Member in those categories beyond the amount otherwise set out under these Rules, in recognition of any excess of the amount of investment return earned by the Plan in respect of the Company and Member contributions allocated to specific accounts in respect of the Member, over the amount of interest credited to those accounts. The increase in the Member's benefit shall be known as the Member's Share of Reserve. The Trustee may determine a method for calculating Shares of Reserve and may specify that such method be used to calculate Shares of Reserve for all benefit payments until the Trustee determines that a different method be used, or that no Shares of Reserve will be paid until otherwise determined.

The Trustee may at its discretion determine from time to time the interim Credited Interest Rate in respect of the period since the last determination of the Credited Interest Rate.

In making any of the above determinations the Trustee may determine the rate to be negative.

PROVIDENT FUND ACCOUNT

- 7.6 The Trustee shall maintain an account designated the Provident Fund Account which shall be subdivided from 1 July 1989 into
- (a) the Foregone Benefits Reserve, and
 - (b) the Disability Reserve.
- 7.7 The Foregone Benefits Reserve shall be credited with:-
- (a) the opening balance in terms of Rule 7.6;
 - (b) in respect of each Member of Division 1 who ceases Employment and becomes entitled to a Withdrawal Benefit, the amount determined in accordance with Rule 14.15;
 - (c) any investment earnings apportioned in accordance with Rule 7.5;

- (d) any amounts payable under Rule 9.1 other than as benefits;
 - (e) in respect of any Member of Division 1, who was a Member at a date on or after 12 February 1988, 1.5% of the Superannuation Salary of each such Member for actual membership from 1 July 1987 less such allowance for tax as the Trustee deems appropriate;
 - (f) any amounts from the Disability Benefits Reserve which the Actuary advises to be in excess of the requirements of the Disability Benefits Reserve and related to Division 1.
- 7.8 The Foregone Benefits Reserve shall be used by the Trustee for the benefit of Members of Division 1, for all or any of the following purposes as the Trustee in its discretion with the advice of the Actuary shall think fit:-
- (a) to make a transfer payment to the Disability Reserve from time to time as required of such amount as considered necessary to meet the expected costs of current and future payments from the Disability Reserve in respect of Members of Division 1,
 - (b) to provide assistance to any Member in case of need, sickness or hardship,
 - (c) to augment the benefits of any Member who ceased to be an Officer by reason of sickness or accident,
 - (d) to provide assistance to the Dependants of any deceased Member,
 - (e) to augment equitably the benefits of Members in respect of whom contributions are being made, or
 - (f) to pay whole or part of a Member's contribution under the Plan in case of sickness or accident.
 - (g) for any other purposes approved by the Trustee, relating to the welfare of Members, former Members and the Dependants of Members and former Members.
- 7.9 The Disability Reserve shall be credited with:-
- (a) the opening balance in terms of Rule 7.6;
 - (b) amounts transferred in terms of Rule 7.8(a);
 - (c) such further amount from the General Assets of the Plan as the Trustee on the advice of the Actuary considers necessary to meet the expected cost of current and future payments from the Disability Reserve in respect of Members of Division 2.

7.10 The Disability Reserve shall be used by the Trustee for the following purposes in respect of Members of Division 1 and Division 2:-

- (a) the payment of Disability Benefits;
- (b) the payment on behalf of a Member of their contributions to the Plan in accordance with Rule 9.12 while the Member is an Initial Incapacitant or, subject to the Statutory Requirements, in other circumstances determined by the Company;
- (c) the payment of Company contributions to the Plan in respect of a Member in accordance with Rule 12.5 or 16.1(d) while the Member is a Permanent Incapacitant;
- (d) provision of transfers back to the Foregone Benefits Reserve or the General Assets of the Plan as appropriate of such amounts as the Actuary advises represents the sum in the Disability Reserve which is in excess of the amount required to meet expected current and future costs of benefits payable under paragraphs (a)-(c) above.

ARTICLE 8

ELIGIBILITY AND MEMBERSHIP

CLASSIFICATION OF STAFF

- 8.1
- (a) Each Officer shall be classified by the Company as a member of Ground Staff, Long Haul Flight Attendant, Short Haul Flight Attendant, Long Haul Technical Aircrew or Short Haul Pilot.
 - (b) The Company shall notify the Trustee of the classification of each Officer at the date on which the Officer becomes a Member of the Plan.
 - (c) The Company shall notify the Trustee when the classification of a Member is altered and shall arrange for the contributions, by and in respect of the Member, and the Member's benefits to be adjusted accordingly.

ELIGIBILITY

- 8.2
- Conditions of eligibility for membership of the Plan are specified in the relevant Rules in Division 1, Division 2, Division 3 and Division 3A of the Plan. Membership of Division 1 of the Plan was closed to new Officers as and from 1 July 1988 and membership of Division 2 was closed to new Officers as from 1 April 1995. Persons employed after 31 March 1995 are only eligible for membership of Division 3 or Division 3A of the Plan. In any case, a Temporary Officer is only eligible to be a member of Division 3A of the Plan.

The Principal Company may determine that any employee of the Company is eligible to become a Member of the Plan notwithstanding anything to the contrary contained in these Rules. Such an employee may become a Member subject to such terms and conditions as the Principal Company may determine.

MEMBERSHIP

- 8.3
- (a) On becoming eligible an Officer shall become a Member by signing and lodging with the Company an application in such form as the Trustee shall approve.

(b) Where for any reason an Officer does not become a Member in accordance with paragraph 8.3(a) above then that Officer shall thereafter only become a Member on such terms and conditions as the Principal Company and the Trustee decide.

8.4 No Member may withdraw from the Plan while remaining in Employment.

8.5 All Members of Division 1 or Division 2 of the Plan will be classified by the Principal Company in one of three Sections - Section A, Section B or Section C. Officers classified as Ground Staff will be Members of Section A, Officers classified as Flight Attendants will be Members of Section B, and Officers classified as Technical Aircrew will be Members of Section C **PROVIDED THAT**, for the purpose of these Rules, a female Flight Attendant, if classified as a flight hostess (in accordance with the Regulations in force at the time) prior to the first day of October 1974, shall be classified according to her election to become a Member of either Section A or Section B of the Plan.

ADDITIONAL CREDITED SERVICE

8.6 The Company may arrange with the Trustee for a Member's Credited Service to be increased by a number of years and months agreed with the Principal Company subject to payment of such special contributions by the Member or the Company or both as are determined by the Actuary. The Company may arrange for any such additional Credited Service to apply only in respect of some and not all of the benefits under the Plan which are calculated having regard to the Member's Credited Service.

TRANSFER FROM AN ASSOCIATED EMPLOYER

8.7 An Officer, who is transferred from the service of an Associated Employer to the service of the Principal Company and who, immediately prior to such transfer, was a member of a superannuation or similar plan or scheme conducted by or on behalf of the Principal Company, may, in the discretion of the Company, become a Member of the Plan from the date of such transfer and, in this event, the Principal Company and the Associated Employer shall, subject to Rule 1.5, determine the extent to which the benefits being provided in respect of the Member under such other superannuation or similar plan or scheme shall be transferred to the Plan and how the Member's benefits under the Plan shall be adjusted if at all to take account of such transfer.

TRANSFER FROM ANY OTHER FUND

- 8.8 The Trustee may with the approval of the Principal Company, the agreement of the Officer and, if appropriate, in consultation with the Actuary,
- (i) make such arrangements as it thinks proper with the Officer or any previous employer of the Officer or the trustee of any superannuation fund of which the Officer was a member or any of them for the transfer of any assets to the Plan, and
 - (ii) make such arrangements as it thinks proper, about any other matter (including the provision of benefits determined in a different manner from those specified elsewhere in the Rules and the granting of additional periods of Credited Service) which in its opinion are necessary for or consequent upon the admission of such Officer as a Member.

TRANSFER TO AN ASSOCIATED EMPLOYER

- 8.9 Notwithstanding anything contained in these Rules to the contrary when a Member is, by arrangement with the Principal Company, transferred to an Associated Employer the Trustee may transfer to another superannuation or similar plan or scheme conducted by or on behalf of the Principal Company the whole or part of the benefit being provided under the Plan in respect of each such Member provided that the Trustee is satisfied that the rights of the Member to receive such benefit are fully secured.

TRANSFER TO ANY OTHER FUND

- 8.10 Should a Member:-
- (a) leave Employment and join another superannuation fund; or
 - (b) remain in Employment and become eligible to join another superannuation fund approved by the Regulatory Authority for the purposes of the Act; or
 - (c) remain in Employment and become eligible to join another superannuation fund and the Regulatory Authority agrees that upon joining that fund the undermentioned transfer of assets may be made;

the Trustee may with the agreement of the Member and the Principal Company in lieu of part or all of any other benefit to which the Member may be entitled under these Rules, pay to the trustees of that superannuation fund such portion of the assets of the Plan not exceeding the amount which the Trustee considers (after considering the advice of the Actuary, where appropriate) to be the amount in the Plan in respect of the Member. The Trustee shall advise the trustees of that superannuation fund the part of the amount so paid which is deemed to be in respect of the Member's contributions and the amount of Member contributions paid since 30 June 1983.

MANDATED TRANSFERS

- 8.11 Notwithstanding any other provision of the Rules, the Trustee shall transfer a Member's or beneficiary's benefit out of the Plan as required by the Statutory Requirements and shall not be required to obtain the consent of the Member or beneficiary to effect such transfer.

ROLLOVERS TO THE PLAN

- 8.12 At any time before the later of 1 January 1996 or six (6) months after becoming a Member of the Plan, or within such longer period as the Trustee allows in the particular case, a person who is classified as a Division 2 or Division 3 Member may elect to pay, or have paid, one or more eligible termination payments into the Plan. Such amounts shall be credited to the Member's Rollover Account.

CESSATION OF EMPLOYMENT FOR CASUAL EMPLOYEES

- 8.13 The employment of a Member who is classified as a casual employee shall be deemed to continue until the first to occur of:
- (i) no contributions having been paid in respect of the Member by the Company for a period of three (3) months,
 - (ii) the Member's death, or
 - (iii) other than in the case of a Member who is employed after the Member's sixty-fifth birthday, attaining age sixty-five (65),

at which point the Member's Employment shall be deemed to cease. If a Member who is classified as a casual employee becomes a temporary or permanent employee prior to Employment being deemed to have ceased then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member. Where the change is to permanent employment, the Member shall become a Member of Division 3.

TRANSFER FROM TEMPORARY TO PERMANENT EMPLOYMENT

- 8.14 If a Member who is classified as a temporary employee becomes a permanent employee without a break in Employment then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member. In such cases, the Member may arrange with the Trustee to pay to the Plan the contributions that would have been payable by the Member had the Member been classified as a permanent employee throughout the period as a temporary employee, in which case the period of Employment as a temporary employee shall be recognised as counting for the determination of Credited Service and the Member's Company Contribution Account shall be recalculated as if no contributions had been paid by the Company whilst the Member was classified as a temporary employee. If the Member does not arrange with the Trustee to pay to the Plan the contributions that would have been payable had the Member been classified as a permanent employee throughout the period as a temporary employee, then that period shall not be recognised as counting for the determination of Credited Service and no adjustment shall be made to the Member's Company Contribution Account.

Subject to the Statutory Requirements, if the Member and the Principal Company agree that the change from temporary to permanent employment should be regarded as a termination of Employment then the Member will be regarded as having commenced a new and separate period of Employment from the date of change of classification and the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment.

TRANSFER FROM TEMPORARY TO CASUAL EMPLOYMENT

- 8.15 If a Member who is classified as a temporary employee becomes a casual employee without a break in Employment then Employment and membership of the Plan will be regarded as continuous notwithstanding the change in classification unless agreed otherwise between the Principal Company and the Member.

Subject to the Statutory Requirements, if the Member and the Principal Company agree that the change from temporary to casual employment should be regarded as a termination of Employment then the Member will be regarded as having commenced a new and separate period of Employment from the date of change of classification and the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment.

TRANSFER FROM PERMANENT TO TEMPORARY OR CASUAL EMPLOYMENT

- 8.16 If a Member who is classified as a permanent employee becomes a temporary or casual employee without a break in Employment then Employment will be regarded as having terminated at the date of change of classification and the Member will be regarded as having commenced a new and separate period of Employment from that time. Subject to the Statutory Requirements, the Member will be entitled to a benefit as provided in Article 10 as a result of ceasing Employment. However, if the Member so requests or if the Statutory Requirements prevent the Member from becoming entitled to a benefit, the benefit which would otherwise be payable as a result of the termination of Employment may instead be credited to the Voluntary Contribution Account in respect of the Member.

Subject to the Statutory Requirements, the Member will be entitled a benefit as provided in Article 10 as a result of ceasing Employment. However, if the Member so requests or if the Statutory Requirements prevent the Member from becoming entitled to a benefit, the benefit which would otherwise be payable as a result of the termination of Employment may instead be credited to the Voluntary Contribution Account in respect of the Member.

VOLUNTARY TRANSFER FROM DIVISION 3A TO DIVISION 3

- 8.17 Any Division 3A Member who is classified as a permanent employee and who is not required to transfer to Division 3 by any other provision of these Rules, may nevertheless elect at any time to transfer to Division 3. Such transfer shall be effective from the earliest convenient date agreed between the Member, the Principal Company and the Trustee. In such cases, the period of Employment prior to the effective date of transfer shall not be recognised as counting for the determination of Credited Service other than for the purpose of determining BR in Rule 23.10.

ARTICLE 9

PAYMENT OF BENEFITS

PAYMENT OF DEATH BENEFITS

9.1 A Death Benefit shall be paid by the Trustee in the exercise of an absolute discretion in such proportions as it shall think fit, to any one or more of the following persons:-

- (a) the Nominated Beneficiary;
- (b) all or any of the Dependants of the deceased Member; or
- (c) the legal personal representative of the deceased Member.

If the Trustee is satisfied that there are no such persons and that no application for probate of the Member's Will or Letters of Administration has been made within two years of the Member's death nor is such application likely to be made, the amount which would otherwise be payable in accordance with this Rule shall be credited to -

- the Forfeited Benefits Reserve, in the case of a Member of Division 1, or
- the General Assets of the Plan, in the case of other Members.

ALTERATION IN BENEFIT

9.2 Where the Member is unable to provide evidence of good health or such other information as is required by the Trustee in accordance with the provisions of Rules 2.10 to 2.12 inclusive the Total and Permanent Disablement Benefit, Serious Ill-Health Benefit, Disability Benefit or Death Benefit may be reduced by such amounts as the Trustee considers appropriate, acting with the advice of the Actuary where relevant.

Where a Member's age is determined to be different from that on which the Member and Company contributions have hitherto been based, the benefits or future contributions or both will be adjusted in such manner as the Trustee considers appropriate, with the approval of the Principal Company and after consulting the Actuary if appropriate.

PREVENTION OF EXCESSIVE BENEFITS

- 9.3 (a) Notwithstanding anything expressed or implied to the contrary in these Rules, but subject to paragraph (b), the Trustee may in its absolute discretion decide not to pay a benefit in respect of the Member to the extent that the Trustee has reason to believe that the payment thereof would result in the aggregate of the benefits paid or payable in respect of the Member from the Plan (together with benefits from any other source) being in excess of the Reasonable Benefit Limit.
- (b) The Trustee may, with the consent of the Principal Company, pay all or part of a benefit which is in excess of the Reasonable Benefit Limits if it is satisfied that to do so will not prejudice the availability of income tax concessions to the Plan.
- (c) In the event that the Trustee determines in any particular case that the level of future benefits is likely to be regarded by the Regulatory Authority as in excess of the Reasonable Benefit Limit if contributions are made according to the relevant Rules, then the Trustee may ensure that the contributions by and in respect of the Member are reduced so that so far as possible the level of future benefits are not likely to be in excess of that limit.
- (d) Where benefits or contributions are restricted in terms of this Rule, the part of the benefits or contributions which would otherwise have been payable may be applied to and provided under such other superannuation or similar plan or scheme as the Company may determine **PROVIDED THAT** if the Company makes a corresponding payment to the Member, the amount by which a benefit is reduced may, subject to Rule 1.5, be applied, as directed by the Principal Company, to the Provident Fund, or to the payment of any Company contributions.

ENTITLEMENT

- 9.4 Whether any person is entitled to a payment out of the Plan and the amount of such payment shall in every case be determined by the Trustee in accordance with the Rules. Such decision by the Trustee shall be final.

NOMINATION OF NOMINATED BENEFICIARY

- 9.5 A Member wishing to nominate a Nominated Beneficiary shall do so in writing to the Trustee in such form as the Trustee may from time to time require.

ALTERNATIVE FORMS OF BENEFIT

- 9.6 (a) A Member who is entitled to a benefit upon ceasing to be a Member may elect, with the agreement of the Trustee within fourteen (14) days prior to Employment ceasing or in the case of a Total and Permanent Disablement Benefit within fourteen (14) days prior to becoming so entitled, to substitute for such benefit or part of such benefit a pension or annuity subject to such terms and conditions as may be agreed by the Trustee and of such annual amount as is determined by the Trustee, after considering the advice of the Actuary, to be equivalent in value to the benefit being substituted.
- (b) The Principal Company may arrange with the Trustee for any particular Member's benefit to be varied from that shown in the Rules subject to the payment of such special contributions by the Member or the Company or both as may be agreed between the Principal Company and the Trustee with the advice of the Actuary, **PROVIDED THAT** Member's contributions shall not be increased nor benefits reduced, unless the Member's agreement in writing is obtained.
- (c) The Principal Company may determine that the benefit for any particular Member shall be increased above that which would otherwise apply in terms of the Rules, subject to:
- the payment by the Principal Company of a special contribution equal to the amount of the increase in the benefit, together with any taxes and expenses associated with that contribution, and
 - the said special contribution being paid coincident with or prior to the payment of the increased benefit, and
 - the Trustee being satisfied that such action would not jeopardise the continuing approval of the Plan by a Regulatory Authority.
- 9.7 The Trustee may in its discretion, subject to the consent of the person entitled, substitute for all or any part of a Death Benefit a pension of such annual amount and subject to such terms and conditions as may be determined by the Trustee, after considering the advice of the Actuary, to be equivalent in value to the benefit for which it is being substituted.

PAYMENT OF LUMP SUM BENEFITS

- 9.8 The Trustee will pay lump sum benefits to the Member, or where applicable the Member's Dependant or the Member's legal personal representative as soon as practical after all necessary procedures and documentation have been completed. However at the Members request, the Trustee may hold any lump sum benefit in the Plan for up to ninety (90) days.
- 9.9 Whenever a Member is entitled to receive a benefit from the Plan pursuant to these Rules, that Member may elect to instruct the Trustee to pay all or any part of such benefit to:-
- (a) the trustees of an Approved Deposit Fund nominated by the Member,
 - (b) purchase an eligible annuity (as that term is defined in the Act) from an institution nominated by the Member,
 - (c) another superannuation fund complying with the Statutory Requirements nominated by the Member

so that such benefit is an amount rolled over in accordance with the provisions of sub-division AA of Division 2 of Part III of the Income Tax Act.

RIGHTS SECURED

- 9.10 Notwithstanding anything else to the contrary set out in these Rules, the benefit payable to any Member of Division 1 who was a Member at 1 July 1989, will not be less than the Benefit secured in respect of that Member at that date.

PRESERVED BENEFITS

- 9.11 (a) Notwithstanding any other provision of these Rules, where a Preservable Amount forms part or all of a benefit, that Preservable Amount will be paid to a Member provided the Member satisfies the conditions imposed from time to time upon the Plan by the Regulatory Authority.

- (b) Unless the Member can satisfy the conditions referred to in paragraph (a) above, the Preservable Amount shall, in accordance with the nomination of the Member, be transferred directly to:-
- (i) another superannuation fund which is required to preserve such amounts in accordance with the Statutory Requirements;
 - (ii) an Approved Deposit Fund which is required to preserve such amounts in accordance with the Statutory Requirements;
 - (iii) one or more institutions for the purchase of a deferred annuity that cannot be surrendered or assigned before the person attains the age of 55 years and that does not pay benefits except in circumstances as approved by the Regulatory Authority;
 - (iv) any combination of the funds or institutions referred to in sub-paragraphs (b)(i)-(iii) above

PROVIDED THAT where the Member receives notification from the Trustee about the right to nominate such a fund or institution into which the Preservable Amount should be transferred which notification is considered by the Regulatory Authority to comply with the Statutory Requirements and where that Member fails within such period as the Trustee may determine to make that nomination, then the Trustee shall at its option either retain the Preservable Amount in the Plan or transfer it to such other fund as the Trustee shall determine and advise the Member in writing.

PROVIDED FURTHER THAT in adopting the course of action referred to in the above proviso, the continuing approval of the Plan by the Regulatory Authority will not be jeopardised.

PAYMENT OF MEMBER CONTRIBUTIONS DURING DISABILITY

- 9.12 Whilst a Member of Division 1 or Division 2 is receiving a Disability Benefit or workers compensation payment, the Superannuation Salary will be that which would have applied had the Member continued Employment in the same classification and contributions will be calculated on these amounts in accordance with Rule 13.1 in respect of a Member of Division 1 and Rule 17.1 in respect of a Member of Division 2.

Subject to the next paragraph, the Member Contributions in respect of a Member of Division 1 or Division 2 while the Member is an Initial Incapacitant will be paid from the Disability Reserve and will be deemed to have been paid by the Member.

Payment of Member Contributions from the Disability Reserve shall not result in the total of such payments together with the Disability Benefit, and any Accountable Income exceeding the Members Superannuation Salary and the Member will be required to pay any excess of the required Member Contributions. Further, a Member receiving a workers compensation payment will be required to pay his or her own contribution from any remuneration paid by the Company which is additional to the workers compensation payment.

Subject to the Statutory Requirements a Member of Division 1 or Division 2, while a Permanent Incapacitant, shall have the option of continuing to make contributions in accordance with Rule 13.1 in respect of a Member of Division 1 or Rule 17.1 in respect of a Member of Division 2. If the Member does not make such continuing contributions then that period shall be excluded from Credited Service for the purpose of calculating the Guaranteed Minimum Benefit.

ARTICLE 10

BENEFIT ENTITLEMENT

RETIREMENT

- 10.1 A Member who retires from Employment at Retirement Date shall be entitled to receive a Retirement Benefit.

EARLY RETIREMENT

- 10.2 A Member who retires from Employment at an Early Retirement Date shall be entitled to receive an Early Retirement Benefit.

LATE RETIREMENT

- 10.3 A Member who retires from Employment after Superannuation Date shall be entitled to receive a Late Retirement Benefit.

DEATH IN EMPLOYMENT

- 10.4 On the death in Employment of a Member a Death Benefit shall be payable.

DISABLEMENT

- 10.5 A Member, other than a Member of Division 3A, who is Totally but Temporarily Disabled shall be entitled to a Disability Benefit if the following conditions are fulfilled:-
- (a) all sick and annual leave entitlements have been exhausted,
 - (b) in the case of a Member of Division 1 or Division 2 the Member does not receive a payment from Loss of Licence Insurance in respect of or arising out of the disability and the Principal Company determines that it is unlikely that such a payment will be made, and

- (c) in the case of a Member of Division 3, the Member is not Totally and Permanently Disabled.

TOTAL AND PERMANENT DISABLEMENT AND SERIOUS ILL-HEALTH

- 10.6 (a) A Member of Division 1 who is Totally and Permanently Disabled may subject to Company approval and referral to the Trustee elect to receive a Total and Permanent Disablement Benefit and at the point of such election any further rights to a Disability Benefit or any other benefit under the terms of these Rules shall cease.
- (b) A Member of Division 3 or Division 3A who is Totally and Permanently Disabled shall be entitled to receive a Total and Permanent Disablement Benefit.
- (c) A Member of Division 1 or Division 2 who is suffering from Serious Ill-Health, but who is not entitled to a Total and Permanent Disablement Benefit, and who as a result ceases Employment shall be entitled to receive a Serious Ill-Health Benefit.

OTHER TERMINATION OF EMPLOYMENT

- 10.7 (a) A Member of Division 3 who ceases to be in Employment as a result of Retrenchment, shall be entitled to receive a Retrenchment Benefit.
- (b) On ceasing to be in Employment a Member who is not entitled to receive a Retirement Benefit, an Early Retirement Benefit, a Late Retirement Benefit, a Total and Permanent Disablement Benefit, Serious Ill-Health Benefit, Retrenchment Benefit or a Disability Benefit and in respect of whom a Death Benefit is not payable, shall be entitled to receive a Withdrawal Benefit.

DIVISION 1

ARTICLE 11

APPLICATION ELIGIBILITY AND MEMBERSHIP

APPLICATION

- 11.1 Division 1 of these Rules shall apply to all Members other than those designated as being Members of Division 2, Division 3 or Division 3A of these Rules. Any reference to a Member in this Division 1 of the Rules shall be a reference to a Member entitled to a benefit under this Division of the Rules.

ELIGIBILITY AND MEMBERSHIP

- 11.2 Subject to Rule 8.2 every Permanent Officer who has attained the age of sixteen years and has not attained the Superannuation Date shall be deemed to be a Member from the date of commencement as a Permanent Officer in the case of Flight Attendants and Technical Aircrew, and from the date of completion of twelve months' Credited Service as a Permanent Officer in the case of Ground Staff. However for the purposes of administration the Member shall join the Plan on the first day of the month nearest to this date or on such other date as the Company may determine.

A Transferring Officer was a Member of Division 1 until the date of transfer to Division 2 in terms of Rule 15.2(i).

ARTICLE 12

CONTRIBUTIONS

COMPANY CONTRIBUTIONS

- 12.1 (a) The Company shall contribute to the Plan, in respect of each Member of Division 1 from the date of membership of that category (subject to Rules 2.16 to 2.19 inclusive) to the earlier of -

- (i) the Member's Superannuation Date;
- (ii) the Member ceasing prior to the Member's Superannuation Date to be a Permanent Officer, or
- (iii) the Member transferring to Division 2

the amount determined from the following table:

For a Member of Contributions by Company shall be equal to

Section A	The Member Old Contribution increasing to twice Member Old Contribution after completion of five years Credited Service.
Section B	The Member Old Contribution increasing to two and one half times the Member Old Contribution after completion of two years Credited Service.
Section C	Two and one half times the Member Old Contribution.

- (b) The Company shall also contribute to the Plan in respect of each applicable Member an amount (if any) equal to the Deemed Contribution of each Member referred to in Sub-Rule 13.1(a)(iii), for the period up to the Member's Superannuation Date or, if earlier the date the Member ceases to be a Permanent Officer.
- (c) The Company shall contribute the following amounts to the Productivity Account of each Member.

- (i) In the circumstances where a Deemed Contribution applies in terms of Rule 13.1(a)(iii), if the amount of the Deemed Contribution is less than two percent (2%) of Superannuation Salary, the Company shall contribute an additional amount equal to two percent (2%) of Superannuation Salary of the Member minus the Deemed contribution in respect of that Member, such contribution being paid directly into the Productivity Account of that Member.
- (ii) In respect of a Member who was a Permanent Officer in Employment at a date on or after 12 February 1988, 3.5% of Superannuation Salary received by the Member after 30 June 1987 during Employment as a Permanent Officer prior to becoming a Member.
- (iii) In the case of a Member who continues as a Permanent Officer beyond the Superannuation Date, the Company shall contribute an amount equivalent to the appropriate percentage of the Member's Superannuation Salary from time to time in accordance with subsection 20(3) of the Superannuation Guarantee (Administration) Act 1992.

The amount under (i), (ii) or (iii) above shall be known as the Productivity Contribution.

- 12.2 The Company shall also contribute to the Plan in respect of each Member such other sums as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.
- 12.3 Except as provided in these Rules, no contribution made under Rule 12.1 shall revert to or become the property of the Company.
- 12.4 Notwithstanding Rules 12.1 and 12.2 above, at the request of a Member and with the approval of the Principal Company, the Company may suspend or reduce Company contributions in respect of that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

COMPANY CONTRIBUTIONS DURING DISABILITY

- 12.5 Whilst a Member is an Initial Incapacitant or otherwise receiving a workers compensation payment, the Company shall continue to make the contributions to the Plan that it would otherwise have made pursuant to Rules 12.1, 12.2 and 12.4 if the Member was not disabled.

For a Permanent Incapacitant the contributions that would have been payable by the Company under Rules 12.1, 12.2 and 12.4 if the Member was not disabled will be paid from the Disability Reserve instead, except that contributions under sub-Rules 12.1(b) and (c)(i) will not be paid for Permanent Incapacitants, either by the Company or from the Disability Reserve. The Trustee may make a deduction for notional tax from all contributions paid out of the Disability Reserve under this Rule, as if they had been paid by the Company.

For the purpose of Rule 12.1, where Company contributions are based on the contributions paid or payable by the Member, the Company contributions will be determined as if the Member was not receiving a Disability Benefit or workers compensation payment, but was instead contributing in the normal manner in accordance with Article 13.

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ARTICLE 13

CONTRIBUTIONS

MEMBER CONTRIBUTIONS

13.1 (a) Each Member shall contribute to the Plan whilst a Member of Division 1, subject to the provisions of sub-rules (b) and (c) of this Rule and Rules 2.16 to 2.19 inclusive and Rule 9.2, the sum of the amounts determined under (i) and (ii) below, reduced by the amount determined under (iii) -

- (i) a percentage of his or her Superannuation Salary on admission to the Plan, plus
- (ii) a percentage of each subsequent Superannuation Salary increase. Such increases in the contribution will only be made at the Annual Review Date or whenever the Member's Superannuation Salary has increased by \$1,000 p.a. or more (or, subject to Rule 1.5, such other amount as determined by the Principal Company from time to time) since the last time the contribution changed.

such percentages to be in accordance with the following table:-

Age on Admission to the Plan or When Additional Contributions Become Payable	Percentage of Superannuation Salary or of Superannuation Salary Increase
	%
Less than 25 years	4
At least 25 but less than 30 years	5
At least 30 but less than 35 years	6
At least 35 but less than 40 years	7
At least 40 but less than 45 years	8
At least 45 but less than 50 years	9
At least 50 years	10

- (iii) in respect of any Member who was a Member at a date on or after 12 February 1988, in respect of that part of membership occurring after 1 July 1987:

Two percent (2%) of Superannuation Salary or such lesser percentage which ensures that the Member contribution is not less than 4% of Superannuation Salary. The amount determined shall be referred to in these Rules as the Deemed Contribution.

- (b) If a Member's Superannuation Salary is reduced at any time other than as provided for in sub-rule (c) of this Rule it shall, subject to Rule 1.5, be at the discretion of the Company whether or not the contribution by the Member shall be reduced accordingly.

In the event that the Member's contribution is to be reduced, the adjusted contribution of the Member shall be assessed by applying to the Member's reduced Superannuation Salary the ratio which the Member's former contribution bore to the Member's former Superannuation Salary.

- (c) If a Member's classification, as provided for in sub-rule (a) of Rule 8.1, is altered at any time and the Member's Superannuation Salary is thereby varied, the Member's adjusted contribution shall be assessed by applying to the Member's new Superannuation Salary the ratio which the Member's former contribution bore to the Member's former Superannuation Salary.
- (d) Any adjustment of contribution resulting from a variation in Superannuation Salary or the alteration of a Member's classification shall take effect on the first day of the month nearest to the date of such variation or on such other date as the Company may determine.
- (e) The contribution by the Member shall cease on the earliest of -
 - (i) such date as required by the Statutory Requirements;
 - (ii) the Member ceasing to be a Permanent Officer;
 - (iii) the Member transferring to Division 2 or Division 3; or
 - (iv) unless the Member elects otherwise, the Member's Superannuation Date.
- (f) Except as provided in these Rules, no contributions made in terms of this Rule shall revert to or become the property of the Employer.
- (g) The Company shall deduct such contributions from each payment of a Member's remuneration, and pay the same to the Trustee.

SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

- 13.2 Notwithstanding Rule 13.1 above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contribution to be paid by that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

ARTICLE 14

DETERMINATION OF BENEFITS

RETIREMENT BENEFIT

- 14.1 The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of (a), (b), (c) and (d) where:
- (a) is the Member's Accumulated Credit, and
 - (b) is the Member's Past Service Accumulation, and
 - (c) is the excess, if any, of the Member's Guaranteed Minimum Benefit over the amount in (a) plus (b), and
 - (d) is the Productivity Account of the Member.

EARLY RETIREMENT BENEFIT

- 14.2 The Early Retirement Benefit in respect of a Member shall be a lump sum equal to the Member's Accumulated Credit plus the Member's Past Service Accumulation plus the Productivity Account of the Member.

LATE RETIREMENT BENEFIT

- 14.3 The Late Retirement Benefit is a lump sum equal to:
- (a) the Accumulated Credit at the Superannuation Date plus the Past Service Accumulation at the Superannuation Date; plus
 - (b) the excess if any of the Guaranteed Minimum Benefit at the Superannuation Date over the amount in (a); plus
 - (c) interest, at the Credited Interest Rate, on the sum of the amounts in (a) and (b), for the period from Superannuation Date to the date of retirement; plus
 - (d) the Productivity Account; plus

- (e) the Member Contribution Balance, excluding any part thereof attributable to contributions made by the Member prior to the Superannuation Date.

DEATH BENEFIT

- 14.4 The Death Benefit in respect of a Member who died prior to Superannuation Date shall be a lump sum equal to the sum of (a), (b), (c) and (d) where
- (a) is the greater of the Member's Accumulated Credit and the Insured Benefit determined in accordance with Schedule 1 to these Rules,
 - (b) is the Member's Past Service Sum Insured determined according to Schedule 3, provided the Member has a Dependant,
 - (c) is the excess, if any, of the Member's Guaranteed Minimum Benefit over the sum of (a) and (b), provided the Member has a Dependant, and
 - (d) is the Productivity Account of a Member.
- 14.5 The Death Benefit in respect of a Member who dies:-
- (a) on Superannuation Date shall be a lump sum equal to the Member's Retirement Benefit, and
 - (b) after Superannuation Date shall be a lump sum equal to the Member's Late Retirement Benefit.

DISABILITY BENEFIT

- 14.6 The Disability Benefit shall be a pension payable by fortnightly instalments. The annual amount of the Disability Benefit shall, subject to the Statutory Requirements, be equal to (c) plus the excess of (a) over (b) where:-
- (a) is the lesser of (i) and (ii), where:-
 - (i) is the maximum salary for level 1 of the Administrative Staff (Qantas Airways Limited) Award or if there is no such figure, such amount as the Principal Company may decide, and

(ii) is the sum of:-

- seventy percent (70%) of the lesser of the Member's Superannuation Salary and the maximum salary applicable to Grade 10 of the Salaried Staff (Qantas Airways Limited) Award or if there is no such figure, such amount as the Principal Company may decide, and
- fifty-five percent (55%) of the excess, if any, of the Member's Superannuation Salary over the maximum salary applicable to Grade 10 of the Salaried Staff (Qantas Airways Limited) Award or if there is no such figure, such amount as the Principal Company may decide.

The amount of (a) (i) and (a) (ii) will be increased in the same proportion as Superannuation Salary would have been adjusted, had the recipient continued Employment in the same classification as applied at the date that the payment of the disability benefit commenced;

(b) is:-

- (i) the amount of the single person's rate of any social security or war service repatriation pension or both from time to time, (irrespective of the Member's marital state) that the Member is receiving for this disability adjusted as if the Member's only source of income was the Disability Benefit under the Plan, if any, plus
- (ii) income from employment to the extent that it together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary which would have been payable had the Member continued in Employment with the same job classification, plus
- (iii) at the discretion of the Trustee such amount as would by being taken into account result in the Member being entitled to maximum Social Security fringe benefits, to the financial advantage of the Member, plus
- (iv) the annual equivalent as determined by the Trustee of any lump sum disablement payments received from other sources in respect of the disability involved, plus
- (v) the annual equivalent of periodic payments received pursuant to Workers Compensation Legislation;

(c) is:-

- (i) if the Member is currently insured for health benefits, under tables and in funds which are determined as acceptable for this purpose by the Trustee from time to time, an amount determined by the Trustee as being a reasonable approximation to the average premium applicable for a single person's insurance cover at an appropriate level under those funds;
- (ii) otherwise, nil.

CESSATION OF DISABILITY BENEFIT

- 14.7 (a) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
- (b) No Disability Benefit is payable to a Member of Section C if a benefit is or may become payable under Loss of Licence Insurance.
- (c) The Disability Benefit will terminate in any event on the earliest of:-
- (i) the Superannuation Date,
 - (ii) the Member's death,
 - (iii) payment of the Withdrawal Benefit,
 - (iv) payment of the Early Retirement Benefit,
 - (v) payment of the Total and Permanent Disablement Benefit,
 - (vi) payment of the Serious Ill Health Benefit,
 - (vii) in the case of a full-time Officer the Member's return to permanent full-time duty, and
 - (viii) in the case of a part-time Officer the Member's return to permanent part-time duty.

TOTAL AND PERMANENT DISABLEMENT

- 14.8 The Total and Permanent Disablement Benefit in respect of a Member shall be either the greater of (a) and (b) or, at the request of the Member and subject to the approval of both the Principal Company and the Trustee, (c); where:-
- (a) is the excess of (i) over (ii), and:-
- (i) is the greater of the Member's Accumulated Credit plus the Past Service Accumulation and, if there is a Dependant, the Guaranteed Minimum Benefit calculated as if the Member had continued in Employment until the Superannuation Date and the same Final Average Salary applied as at the date of termination, and
 - (ii) is the total amount of any previous Disability Benefit paid to the Member, plus any lump sum, workers' compensation or insurance payments received in respect of the disability under policies effected by the Company or such lower amount as agreed between the Principal Company and the Trustee;

- (b) is the benefit that would be payable if the Member's cessation of Employment was not due to Total and Permanent Disablement;
- (c) is an amount not exceeding the Death Benefit which would have been payable had the Member died on the date of termination from the Company.

SERIOUS ILL HEALTH BENEFIT

14.9 A Serious Ill Health Benefit in respect of a Member shall be a lump sum equal to the Productivity Account plus the greater of (a) and (b) where -

- (a) is the sum of the Member's Accumulated Credit and the Members Past Service Accumulation; and
- (b) is the discounted Guaranteed Minimum Benefit, the discount being three percent (3%) for each complete year remaining from the date of termination of Employment to the Member's Superannuation Date.

WITHDRAWAL BENEFIT

14.10 Where the Member ceases to be in Employment due to:-

- (a) voluntary resignation or termination of service by the Company, and Credited Service is less than five (5) years, or
- (b) summary dismissal,

the Withdrawal Benefit shall be equal to the Member Contribution Balance plus the Productivity Account of the Member.

Subject to the approval of the Principal Company this benefit may be increased to an amount not more than the benefit determined in accordance with Rule 14.11.

14.11 (a) Where the Member ceases to be in Employment due to:-

- (i) voluntary resignation or termination of service by the Company, and Credited Service is five (5) years or more, or
- (ii) Retrenchment,

the Withdrawal Benefit shall be equal to the Withdrawal Benefit determined in accordance with Rule 14.10 as if Rule 14.10 were applicable, increased by a percentage of the excess of the Member's Accumulated Credit over the Member Contribution Balance, where such percentage is determined in accordance with the following table but subject to Rule 14.16:-

Period of Credited Service Yrs	Vesting Scale	
	Group 1	Group 2
	Ground Staff, other than Female Ground Staff Appointed Between 1.7.68 and 1.10.74	Aircrew, and Female Ground Staff Appointed Between 1.7.68 and 1.10.74
	%	%
5	Nil	Nil
6	6.667	10
7	13.333	20
8	20.000	30
9	26.667	40
10	33.333	50
11	40.000	60
12	46.667	70
13	53.333	80
14	60.000	90
15	66.667	100
16	73.333	100
17	80.000	100
18	86.667	100
19	93.333	100
20	100.000	100

(the above Vesting Scale is interpolated between table entries for complete months)

- (b) In the case of a Member who has been an Officer in part-time Employment at any time, for the purpose of interpreting the Vesting Scale above, Credited Service will be determined as if the Member had been in full-time Employment throughout that Member's period of Employment.

14.12 Notwithstanding anything contained in Rules 14.10 and 14.11, the Withdrawal Benefit payable in respect of a female Flight Attendant who was appointed prior to the first day of October 1974 and who elected to remain in Section A of the Plan and who ceases to be an Officer on or after her thirty-fifth (35th) birthday, shall be equal to her Accumulated Credit, plus her Past Service Accumulation, plus her Productivity Account.

- 14.13 Notwithstanding anything contained in Rules 14.10, 14.11 and 14.12 the Principal Company may in its discretion in respect of any Member elect to increase the amount of the Withdrawal Benefit up to but not exceeding the sum of that Member's Accumulated Credit and Productivity Account.
- 14.14 If the Member ceases Employment due to retrenchment, or ill-health, or at the Principal Company's discretion due to other special reasons, the amount of the Withdrawal Benefit shall be increased by the amount of the Past Service Accumulation.
- 14.15 The excess (if any) of the sum of the Member's Accumulated Credit and the Productivity Account over:
- (a) the Withdrawal Benefit, less
 - (b) the amount of any Past Service Accumulation which is included in the Withdrawal Benefit in accordance with Rule 14.14,
- shall be paid to the Foregone Benefits Reserve when a Member ceases Employment and is entitled to a Withdrawal Benefit.
- 14.16 If a Member has transferred from group 1 to group 2 (or vice versa) (as specified in Rule 14.11), then for the purposes of Rule 14.11, the Member's Credited Service will be determined as Credited Service as a Member of the section currently applicable, plus the equivalent service years in respect of membership of other sections, determined according to the following table:

EQUIVALENT CREDITED SERVICE YEARS

Group 1	Group 2
1	1.00
2	2.00
3	3.00
4	4.00
5	5.00
6	5.67
7	6.33
8	7.00
9	7.67
10	8.33
11	9.00
12	9.67
13	10.33
14	11.00
15	11.67
16	12.33
17	13.00
18	13.67
19	14.33
20	15.00

Division 2

ARTICLE 15

APPLICATION, ELIGIBILITY & MEMBERSHIP

APPLICATION

- 15.1 Division 2 of these Rules shall apply to such Members as are designated as being Division 2 Members and notified as such by the Company in writing. Any reference to a Member in this Division of the Rules shall be a reference to a Member designated as a Division 2 Member by the Company.

ELIGIBILITY & MEMBERSHIP

- 15.2 Every Transferring Officer, every TN Division 2 Transferring Officer and every person who became a Permanent Officer between 1 July 1988 and 31 March 1995 inclusive, and who did not cease to be a Permanent Officer before 1 July 1989 shall become a Member of Division 2 of the Rules, with effect from the following dates:
- (i) for a Transferring Officer, 1 January 1990, or such other date as advised by the Principal Company at the time of transfer,
 - (ii) for a TN Division 2 Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of transfer,
 - (iii) for a person who is not covered by sub-Rules (i) or (ii) hereof and who is not a Flight Attendant or a member of the Technical Aircrew, who became a Permanent Officer on or after 1 July 1988, the date upon which the person became a Permanent Officer or 1 July 1989 if later,
 - (iv) for Flight Attendants or Technical Aircrew who commenced service on or after 1 July 1988 and who are not covered by sub-Rules (i) or (ii) hereof, the date the person became a Permanent Officer.

ARTICLE 16

COMPANY CONTRIBUTIONS

16.1 The Company shall contribute to the Plan in respect of each Member of Division 2 from the date of membership of that category (subject to Rules 2.16 to 2.19 inclusive) until the Member ceases to be a Permanent Officer or as otherwise provided the following amounts:-

- (a) three percent (3%) of the Member's Superannuation Salary paid into the Productivity Account maintained in respect of that Member, until the Member ceases to be a Permanent Officer, or if earlier, the Member's Superannuation Date.
- (b) in the case of a Member who became a Member at or after 1 July 1989 and before 1 April 1995, three and one half percent (3.5%) of Superannuation Salary received during Employment as a Permanent Officer prior to becoming a Member, paid into the Productivity Account.
- (c) if a Member continues as a Permanent Officer beyond the Member's Superannuation Date, subject to the Statutory Requirements, the appropriate percentage of the Member's Superannuation Salary from time to time in accordance with subsection 20(3) of the Superannuation Guarantee (Administration) Act 1992, paid into the Productivity Account in respect of service after the Superannuation Date.
*
- (d) two percent (2%) of the Member's Superannuation Salary paid into the Company Account maintained in respect of that Member, until the Member's Superannuation Date, provided that for a Permanent Incapacitant these contributions will be paid from the Disability Reserve instead. The Trustee may make a deduction for notional tax from all contributions paid out of the Disability Reserve under this sub-Rule, as if they had been paid by the Company.
- (e) such other sum as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

ARTICLE 17

MEMBER CONTRIBUTIONS

STANDARD CONTRIBUTIONS

- 17.1 Each Member shall contribute to the Plan whilst a Member of Division 2 a percentage of Superannuation Salary in accordance with the following table:-

Age at Joining Plan	Standard Contribution % of Superannuation Salary
Less than 25 years	4
25 but under 35	5
35 years and over	6

such amount being credited to the Member Account maintained in respect of the Member.

EXTRA CONTRIBUTIONS

- 17.2 In addition to contributions made in accordance with Rule 17.1 the Member, whilst a Member of Division 2 may elect by notice to the Trustee to make extra contributions of such amounts as the Member shall determine from time to time, subject to Rules 17.3 to 17.6; such amounts being credited to the Member Extra Account maintained in respect of the Member.
- 17.3 Extra contributions in accordance with Rule 17.2 may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- 17.4 All extra contributions must be of an integral percentage of Superannuation Salary.
- 17.5 The Company shall deduct such contributions from each payment of a Member's remuneration, and pay the same to the Trustee.

- 17.6 The contribution by the Member shall cease on the earliest of -
- (i) such date as required by the Statutory Requirements;
 - (ii) the Member ceasing to be a Permanent Officer;
 - (iii) the Member transferring to Division 3; or
 - (iv) unless the Member elects otherwise, the Member's Superannuation Date.

SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

- 17.7 Notwithstanding Rules 17.1, 17.2 and 17.3 above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contribution to be paid by that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

ARTICLE 18

DETERMINATION OF BENEFITS

ACCRUED RETIREMENT BENEFIT

18.1 The Accrued Retirement Benefit shall be:-

(a) 10.6% of Final Average Salary for each year of Credited Service as a Flight Attendant or Technical Aircrew Member, and

(b) 9.3% of Final Average Salary for each year of Credited Service as Ground Staff

such amount discounted by one percent (1%) for each year (counting each complete month as one twelfth of a year) that the day of ceasing Membership precedes the 50th birthday in the case of Flight Attendants and Technical Aircrew or the 55th birthday in the case of Ground Staff.

RETIREMENT BENEFIT

18.2 The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of the amounts standing to the credit of the Member in the following accounts maintained in respect of that Member:-

(a) Member Account

(b) Member Extra Account

(c) Company Account

(d) Productivity Account

(e) Rollover Account

(f) Transfer Account

together with the Accrued Retirement Benefit.

LATE RETIREMENT BENEFIT

- 18.3 The Late Retirement Benefit shall be a sum equal to the Retirement Benefit at the Superannuation Date together with any further contributions under the terms of these Rules, increased with interest at the Credited Interest Rate during the period from the Superannuation Date to the date of actual retirement.

DEATH BENEFIT

- 18.4 (a) The Death Benefit in respect of a Member who died prior to Superannuation Date shall, subject to paragraphs (b) and (c) of this Rule, be a lump sum equal to the sum of the amounts standing to the credit of the Member in the following accounts maintained in respect of that Member:-

- (i) Member Account
- (ii) Member Extra Account
- (iii) Company Account
- (iv) Productivity Account
- (v) Rollover Account
- (vi) Transfer Account

together with the Accrued Retirement Benefit but in calculating the Accrued Retirement Benefit the Trustee shall not apply the discount specified in Rule 18.1.

- (b) Where there are surviving Dependants:

- (i) For the purposes of paragraph (a), the Member Account and the Company Account shall be deemed to include contributions (based on the Superannuation Salary of the Member at the date of death) which would have been paid if the Member had remained in Employment until Superannuation Date, and
- (ii) the Accrued Retirement Benefit will be calculated as if Credited Service included that period from the date of death until the Superannuation Date in respect of the Member, in addition to Employment completed before death.

- (c) The Death Benefit shall be subject to a minimum of:-

- (i) three (3) times the annual rate of Superannuation Salary at the date of death where there are no surviving Dependants, or

- (ii) five (5) times annual rate of Superannuation Salary at the date of death where there are surviving Dependants

plus the amount standing to the credit of the Member in the Member Account, the Member Extra Account, the Rollover Account and the Productivity Account as at the date of death of the Member.

(d) The Death Benefit in respect of a Member who died:-

- (i) on the Superannuation Date, shall be equal to the Retirement Benefit, and
- (ii) after the Superannuation Date, shall be equal to the Late Retirement Benefit

DISABILITY BENEFIT

- 18.5 (a) Subject to paragraphs (b), (c) and (d) of this Rule, the Disability Benefit shall, subject to the Statutory Requirements, be a Pension (payable in instalments at fortnightly intervals, or such other intervals as determined by the Trustee) equal to seventy percent (70%) of Superannuation Salary per annum reduced by periodic payments received pursuant to
- (i) workers compensation legislation,
 - (ii) social security legislation,
 - (iii) disability insurance or any income which the Trustee determines to be of a similar nature,
 - (iv) income from employment to the extent that it together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary which would have been payable had the Member continued in Employment in the same job classification,
 - (v) any amounts which the Trustee considers may become payable under (i) to (iv) inclusive above at a future date, but in relation to the period to which the Disability Benefits relate.
- (b) Any lump sum benefits including, but not restricted to workers compensation received by the Member (or which the Trustee determines may be received at a later date) in respect of or arising out of the disability, will be offset against this Disability Benefit, in such manner as the Trustee, with the approval of the Principal Company considers equitable.

- (c) Where the Trustee determines that a future income or lump sum benefit may become payable from a source that would otherwise require it to be offset in terms of paragraphs (a) or (b) above, the Trustee may waive that offset, subject to the Member providing an undertaking acceptable to the Trustee, that the Member will reimburse the Trustee if such future benefit does in fact become payable.
- (d) If the Member is currently insured for health benefits, under tables and in funds which are determined as acceptable for this purpose by the Trustee from time to time, the Disability Benefit will be increased by and thus include an amount determined by the Trustee as being a reasonable approximation to the average premium applicable for a single person's insurance cover at an appropriate level under those funds.

CESSATION OF DISABILITY BENEFIT

- 18.6
- (a) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
 - (b) The Disability Benefit will terminate in any event on the earliest of:-
 - (i) the Superannuation Date;
 - (ii) the Member's Death;
 - (iii) payment of the Withdrawal Benefit;
 - (iv) payment of the Early Retirement Benefit;
 - (v) payment of the Serious Ill-Health Benefit;
 - (vi) in the case of a full-time Officer, the Member's return to permanent full-time duty; and
 - (vii) in the case of a part-time Officer, the Member's return to permanent part-time or full-time duty.

SERIOUS ILL-HEALTH BENEFIT

- 18.7 A Serious Ill-Health Benefit in respect of a Member shall be a lump sum equal to the sum of the amounts standing to the credit of the Member in the following accounts maintained in respect of that Member:-

- (a) Member Account
- (b) Member Extra Account
- (c) Company Account
- (d) Productivity Account
- (e) Rollover Account
- (f) Transfer Account

together with the Accrued Retirement Benefit

With the approval of the Principal Company and the Trustee, the serious Ill-Health Benefit may be increased up to an amount equal to the Death Benefit.

WITHDRAWAL BENEFIT

- 18.8 (a) The Withdrawal Benefit payable to a Member, subject to paragraph (b) of this Rule, shall be a lump sum equal to the sum of the amounts standing to the credit of the Member in the following accounts maintained in respect of that Member:-

- (i) Member Account
- (ii) Member Extra Account
- (iii) Productivity Account
- (iv) Rollover Account
- (v) Transfer Account

plus a percentage of both the amount standing to the credit of the Member in the Company Account and the Accrued Retirement Benefit, such percentage being in accordance with the following table:-

Vesting Scale**Percentage**

- A if age at ceasing Employment is not less than 50 (Flight Attendants or Technical Aircrew) or 55 (Ground Staff) 100%
- B otherwise, but subject to paragraph (c) of this Rule, according to Credited Service as follows:

Period of Credited Service	Percentage
Less than 1 year	0.00
1	6.67
2	13.33
3	20.00
4	26.67
5	33.33
6	40.00
7	46.67
8	53.33
9	60.00
10	66.67
11	73.33
12	80.00
13	86.67
14	93.33
15 years or more	100.00

(the above Vesting Scale is interpolated between table entries for complete months)

Subject to the approval of the Principal Company, a percentage not exceeding 100% may be used in lieu of the percentage determined from the above table.

- (b) The Withdrawal Benefit payable to a Member whose Employment is terminated by summary dismissal shall be a lump sum equal to the amount standing to the credit of the Member in the following accounts maintained in respect of that Member:-
- (i) Member Account
 - (ii) Member Extra Account
 - (iii) Productivity Account
 - (iv) Rollover Account
 - (v) Transfer Account

Subject to the approval of the Principal Company this benefit may be increased to an amount not more than the benefit determined in accordance with paragraph (a) of this Rule.

- (c) In the case of a Member who has been an Officer in part time Employment at any time, for the purpose of interpreting the Vesting Scale above, Credited Service will be determined as if the Member had been in full time Employment throughout the Member's period of Employment.

ARTICLE 19

SPECIAL CONDITIONS: TRANSFERRING OFFICERS

19.1 In accordance with Rule 15.2, a Transferring Officer shall become a Member of Division 2.

19.2 A Transferring Officer shall be entitled where relevant to benefits determined in accordance with Rules 18.2 to 18.8 inclusive but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Transferring Officer:-

- (a) from 1 July 1989 the percentage referred to in Rule 16.1(d) shall be increased by a percentage based on the period from the date the Member originally joined the Plan to that Member's Superannuation Date as set out in the following table:-

Period from Date Joined Plan to Superannuation Date Years	Extra Company Contribution %
35 or more	nil
30 to 34	2
25 to 29	4
20 to 24	6
15 to 19	8
10 to 14	10
0 to 9	12

The extra contribution paid in accordance with this paragraph will be paid into the Company Account maintained in respect of that Member.

- (b) The Death Benefit determined in accordance with Rule 18.4 shall be subject to a special minimum equal to the Death Benefit that would have been payable if the Member had died at 1 July 1989.
- (c) The Accrued Retirement Benefit in respect of the period of Employment before 1 July 1988 shall be:-
- (i) 12.5% of Final Average Salary in the case of Flight Attendants and Technical Aircrew, and
 - (ii) 11.0% of Final Average Salary in the case of Ground Staff.

- (d) The initial value of the Transferring Officer's Productivity Account shall be the value of that Productivity Account determined as at 1 July 1989 under the provisions of Part II of these Rules.
 - (e) The initial value of the Transferring Officer's Member Account shall be a fraction of the greater of (i) and (ii), determined as at 1 July 1989, under the provisions of Part II of these Rules where
 - (i) is the Accumulated Credit of the Member plus the Past Service Accumulation, and
 - (ii) is the proportion of the Guaranteed Minimum Benefit accrued to the date of transfer to Division 2, reduced by 1% for each year by which the age of the Member at 1 July 1989 is less than 55 for Ground Staff or 50 for Technical Aircrew and Flight Attendants.
- AND WHERE the fraction is one-third for Ground Staff, and two sevenths for Flight Attendants and Technical Aircrew.
- (f) The initial value of the Transferring Officer's Company Account shall be one half of the amount determined in accordance with paragraph (e) of this Rule.
 - (g) In the case of a Transferring Officer, who was at any time in part-time Employment prior to becoming a Member of Division 2, Credited Service shall be determined on a basis advised by the Principal Company.

SPECIAL CONDITIONS: TN DIVISION 2 TRANSFERRING OFFICERS

- 19.3 In accordance with Rule 15.2, a TN Division 2 Transferring Officer shall become a Member of Division 2.
- 19.4 In lieu of the contributions otherwise payable by the Member under Rule 17.1, a TN Division 2 Transferring Officer shall contribute five percent (5%) of Superannuation Salary, irrespective of the Member's age at joining, and such amount shall be credited to the Member Account maintained in respect of the Member.
- 19.5 A TN Division 2 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 18 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a TN Division 2 Transferring Officer:-

Initial Productivity Account balance - transferees from the AAGSP (contributory)

- (a) In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Productivity Account shall be equal to three percent (3%) of the Member's TN FAS at 30 June 1995 for each year of membership in that Plan (as determined for benefit purposes under that Plan) between 1 January 1987 and 30 June 1995.

Initial Productivity Account balance - transferees from the AAFASS

- (b) In the case of a Member who transferred from the Australian Airlines Flight attendants Superannuation Scheme, the initial value at 30 June 1995 of the Member's Productivity Account shall be equal to the balance of the Member's productivity account under that plan at 30 June 1995.

Initial Member Extra Account balance - transferees from the AAFASS and the AAGSP

- (c) In the case of a Member who transferred from the Australian Airlines Flight attendants Superannuation Scheme or from the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from voluntary contributions by the Member or from rollovers or transfers into that Plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Member Extra Account in respect of the Member.

Initial Member Extra Account balance - transferees from the AAPAF

- (d) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, any entitlement at 30 June 1995 under that plan arising from rollovers or transfers into that plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Member Extra Account in respect of the Member.

Initial Member Account balance - transferees from the AAPAF

- (e) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation fund, the initial value at 30 June 1995 of the Member Account shall be equal to the Member's entitlement under that plan at 30 June 1995 arising from contributions by that Member.

Initial Transfer Account balance - transferees from the AAGSP (non-contributory)

- (f) In the case of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from that plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 19.5.

Initial Transfer Account balance - transferees from the AAFASS and the AAGSP (contributory)

- (g) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from a rollover or transfer into that plan in respect of the Member, including amounts transferred between the contributory and non-contributory sections of the Australian Airlines General Superannuation Plan, but excluding amounts included in the Member Extra Account in accordance with sub-Rule (c) of this Rule 19.5, and which was maintained as an accumulation account, shall be credited as an initial amount in the Transfer Account in respect of the Member.

Initial Transfer Account balance - transferees from the AAPAF

- (h) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's entitlement under that plan at 30 June 1995 less any amounts allocated to other accounts under sub-Rules (d) or (e) above.

Exclusion of minimum death benefit - transferees from AAGSP (non-contributory)

- (i) In the case of the death prior to the Superannuation Date of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, sub-Rule (c) of Rule 18.4 shall not apply.

Defined benefits in respect of membership of a TN Plan

- (j) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and who is entitled to a Retirement Benefit, Late Retirement Benefit, Death Benefit or Serious Ill-Health Benefit, the Member's Accrued Retirement Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the sum of:
 - (i) the Member's TN Member Multiple, and
 - (ii) the Member's TN Adjusted Service Multiple multiplied, in the case of a Serious Ill-Health Benefit, by the Division 2 Discount Factor.
- (k) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and who is entitled to a Withdrawal Benefit, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the sum of:
 - (i) the Member's TN Member Multiple, and
 - (ii) the Member's TN Adjusted Service Multiple multiplied by the percentage determined under sub-Rule 18.8(a) and multiplied by the Division 2 Discount Factor.

Prior service amount - transferees from the AAGSP

- (l) In the case of a Member who transferred from the Australian Airlines General Superannuation Plan, the amount of any Retirement Benefit, Late Retirement Benefit, Death Benefit, Serious Ill-Health Benefit or Withdrawal Benefit shall be reduced by the fixed dollar amount in respect of the Member, if any, known as the prior service amount under the Australian Airlines General Superannuation Plan.

Exclusion of Employment prior to 30 June 1995 for all transferees

- (m) Other than for the purpose of determining the percentage in sub-Rule 18.8(a), Employment prior to 30 June 1995 shall not be recognised in the determination of Credited Service.

Initial Final Average Salary for all transferees

- (n) All periods prior to 30 June 1995 shall be excluded from consideration when calculating Final Average Salary.

Minimum benefits based on TN Plan rules

(o) Subject to sub-Rule (t) hereof, where:

- (i) a Member is entitled to a Retirement Benefit, Serious Ill-Health Benefit or Withdrawal Benefit, or
- (ii) a Member who transferred from the Australian Airlines General Superannuation Plan or the Australian Airlines Pilots Accumulation Fund is entitled to a Late Retirement Benefit, or
- (iii) a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme is entitled to a Late Retirement Benefit and the Member has elected under sub-Rule 17.6(iv) of these Rules to continue contributing under Rule 17.1,

the lump sum payable shall be subject to a special minimum equal to the benefit that would have been payable in the same circumstances under the rules of the TN Plan from which the Member transferred.

- (p) Subject to sub-Rule (t) hereof, where a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme is entitled to a Late Retirement Benefit and the Member has not elected under sub-Rule 17.6(iv) of these Rules to continue contributing under Rule 17.1, the Member's Retirement Benefit at the Superannuation Date (as determined for the calculation of the Late Retirement Benefit) shall be subject to a special minimum in accordance with sub-Rule (o) above as if the Member had been entitled to a Retirement Benefit at that date.
- (q) Where a Death Benefit is payable in respect of a Member, the lump sum payable shall be subject to a special minimum equal to the greater of the benefit that would have been payable under the rules of the TN Plan from which the Member transferred:
 - (i) had the Member died on 30 June 1995, or
 - (ii) had the Member voluntarily left Employment on the date of the Member's death.
- (r) Where the Employment of a Member ceases as a result of Total and Permanent Disablement, the Member may elect to receive, in lieu of the benefits otherwise payable (currently or prospectively) under the Plan, a lump sum benefit equal to the greater of the benefit that would have been payable under the rules of the TN Plan from which the Member transferred:
 - (i) had the Member ceased employment as a result of Total and Permanent Disablement on 30 June 1995, or

- (ii) had the Member left Employment as a result of Serious Ill-Health on the date of the Member's Total and Permanent Disablement.
- (s) For the purposes of sub-Rules (o), (p), (q) and (r) above, any contributions:
 - (i) made by the Member under Rule 17.2, and
 - (ii) made by a Member, other than a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, under Rule 17.1 after the Superannuation Date,

shall be treated as if they were voluntary contributions to the relevant TN Plan and the benefits under the relevant TN Plan shall be determined assuming that the interest added to contributions under that Plan after 30 June 1995 would have been at the same rate as the Credited Interest Rate from time to time.

- (t) Where the classification of a Member changes, a determination under sub-Rule (o) or (p) shall be made as if the Member had voluntarily left Employment at the date of change of classification. To the extent that sub-Rule (o) or (p) determines a greater benefit than would otherwise be calculated under the Rules, the excess shall be credited to the Member's Transfer Account at the date of change of classification and sub-Rules (o) and (p) shall no longer apply to the Member. For the purpose of this sub-Rule the classifications that may apply to Members are:
 - (i) Ground Staff,
 - (ii) Long Haul Flight Attendant,
 - (iii) Long Haul Technical Aircrew,
 - (iv) Short Haul Flight Attendant, and
 - (v) Short Haul Pilot.

DIVISION 3

ARTICLE 20

APPLICATION, ELIGIBILITY & MEMBERSHIP

APPLICATION

- 20.1 Division 3 of these Rules shall apply to such Members as are designated as being Division 3 Members and notified as such by the Company in writing. Any reference to a Member in this Division 3 of the Rules shall be a reference to a Member designated as a Division 3 Member by the Company.

ELIGIBILITY & MEMBERSHIP

- 20.2 Every Division 3 Transferring Officer, every Division 3A Member who elects to transfer to Division 3 in accordance with Rule 8.17 and every person who became a Permanent Officer on or after 1 April 1995 shall become a Division 3 Member with effect from the following dates:
- (i) for a Division 3 Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of transfer.
 - (ii) for a Division 3A Member who elects to transfer to Division 3 in accordance with Rule 8.17, the effective date of the transfer as agreed between the Member, the Principal Company and the Trustee,
 - (iii) in all other cases, from the date upon which the person became a Permanent Officer.

ARTICLE 21

COMPANY CONTRIBUTIONS

- 21.1 Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member of Division 3 from the date of membership of Division 3 (subject to Rules 2.16 to 2.19 inclusive) until the Member ceases to be a Permanent Officer or as otherwise provided such sum as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

ARTICLE 22

MEMBER CONTRIBUTIONS

STANDARD CONTRIBUTION

- 22.1 Each Member shall contribute to the Plan whilst a Member of Division 3 prior to the Member's Superannuation Date, five percent (5%) of Superannuation Salary except that no such contributions shall be payable while the Member is in receipt of a Disability Benefit.

EXTRA CONTRIBUTIONS

- 22.2 A Member may elect to make additional contributions to the Plan and may elect to have Shortfall Components paid to the Plan of such amounts as the Member shall determine from time to time, subject to Rules 22.4 to 22.7. Such contributions and Shortfall Components are referred to herein as "Voluntary Contributions".
- 22.3 Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- 22.4 Voluntary Contributions may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- 22.5 All Voluntary Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- 22.6 The Company shall deduct all Member Contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- 22.7 Voluntary Contributions shall cease on the earlier of:
- (a) the Member ceasing to be an Officer, or
 - (b) such date as required by the Statutory Requirements.

SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

- 22.8 Notwithstanding Rules 22.1, 22.2 and 22.4 above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contributions to be paid by that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

ARTICLE 23

DETERMINATION OF BENEFITS

ACCRUED RETIREMENT BENEFIT

- 23.1 The Accrued Retirement Benefit shall be 18% of Final Average Salary for each year of Credited Service.

PROJECTED RETIREMENT BENEFIT

- 23.2 The Projected Retirement Benefit shall be equal to 18% of Final Year Salary for each year of Credited Service calculated as if Credited Service included the period from the date of Member's death or the date the Member became Totally and Permanently Disabled (as determined by the Trustee), as applicable, up to the Member's Superannuation Date.

SUPPLEMENTARY BENEFIT

- 23.3 The Supplementary Benefit in respect of a Member shall be equal to the sum of the amounts standing to the credit of the Member in that Member's:
- (a) Voluntary Contribution Account;
 - (b) Rollover Account;
 - (c) Transfer Account; and
 - (d) in the case of a Member who was a Member of Division 3A immediately prior to becoming a Member of Division 3, the Company Contribution Account.

RETIREMENT BENEFIT

- 23.4 The Retirement Benefit in respect of a Member shall be a lump sum equal to the sum of:
- (a) the Accrued Retirement Benefit; and
 - (b) the Supplementary Benefit.

LATE RETIREMENT BENEFIT

- 23.5 The Late Retirement Benefit shall be a lump sum equal to the Retirement Benefit determined as at the Member's Superannuation Date plus interest at the Credited Interest Rate on that amount for the period between the Member's Superannuation Date and the actual date of retirement.

DEATH OR TOTAL AND PERMANENT DISABLEMENT BENEFIT

- 23.6 The Death Benefit and the Total and Permanent Disablement Benefit in respect of a Member who dies or becomes Totally and Permanently Disabled prior to the Superannuation Date shall be a lump sum equal to the sum of:

- (a) the Member's Projected Retirement Benefit;
- (b) the Supplementary Benefit.

PROVIDED THAT in the case of a Total and Permanent Disablement Benefit the amount determined in accordance with this Rule shall be reduced by any Offsetting Amounts determined in accordance with Rule 23.11.

The Death Benefit in respect of a Member who dies on the Superannuation Date shall be equal to the Retirement Benefit. The Death Benefit in respect of a Member who dies after the Superannuation Date shall be equal to the Late Retirement Benefit.

DISABILITY BENEFIT

- 23.7 Subject to the Statutory Requirements the Disability Benefit shall be an annual pension (payable in instalments at monthly intervals or as determined by the Trustee) equal to seventy-five percent (75%) of the Member's Final Year Salary reduced by any Offsetting Amounts as determined by the Trustee in accordance with Rule 23.11.
- 23.8 (a) The Disability Benefit will cease for any period during which sick leave, annual leave or public holidays are paid.
- (b) The Disability Benefit will terminate in any event on the earliest of:
- (i) the Member reaching the Superannuation Date;
 - (ii) the Member's death;
 - (iii) the Member becoming eligible to receive any other benefit under these Rules;

- (iv) the benefit having been paid for two consecutive years;
- (v) in the case of a full-time Officer, the Member's return to permanent full-time duty;
- (vi) in the case of a part-time Officer, the Member's return to permanent part-time duty; and
- (vii) the Member ceasing to be Totally but Temporarily Disabled.

RETRENCHMENT BENEFIT

23.9 The Retrenchment Benefit shall be a lump sum equal to the sum of:

- (a) the Member's Accrued Retirement Benefit; and
- (b) the Supplementary Benefit.

WITHDRAWAL BENEFIT

23.10 The Withdrawal Benefit shall be a lump sum equal to the sum of the Supplementary Benefit and an amount determined in accordance with the following formula:

$BR \times \text{Credited Service} \times FAS \times (1 - d)$; where

- BR is determined in accordance with the following table:

WHOLE YEARS OF CREDITED SERVICE	BR
0	13%
1	14%
2	15%
3	16%
4	17%
5 or more	18%

- FAS is equal to the Member's Final Average Salary; and
- d is equal to the lesser of:
 - (a) 0.3; and
 - (b) 0.01 multiplied by the number of years (with days counting pro rata) from the date Employment ceased to the date of the Member's fifty fifth (55th) birthday.

PROVIDED THAT

- (i) in the case of a Member who has been an Officer in part-time Employment at any time (whether on a permanent or temporary basis), for the purpose of determining BR, Credited Service will be determined as if the Member had been in full-time Employment (but still on a permanent or temporary basis as the case may be) throughout that Member's period of Employment,
- (ii) at the request of the Principal Company, BR may be increased for a Member with less than five (5) years of Credited Service, to a percentage greater than that obtained from the above table but not exceeding 18%, and
- (iii) in exceptional cases of ill-health where a Member would otherwise be expected, in the opinion of the Trustee, to qualify for a Death Benefit within six (6) months, or such other period as the Trustee considers appropriate, of the date of ceasing Employment, the Trustee may, with the approval of the Principal Company, increase the benefit otherwise payable up to an amount equal to the Death Benefit.

OFFSETTING AMOUNTS

- 23.11 (a) Where a Member is entitled to a Disability Benefit the benefit otherwise payable shall be reduced by the total of the following amounts, such amounts being referred to herein as "Offsetting Amounts";
- (i) any workers compensation payment,
 - (ii) any social security payment,
 - (iii) any payment under Loss of Licence Insurance, other disability insurance, or any other income or lump sum benefit which the Trustee determines to be of a similar nature,
 - (iv) any income from employment to the extent to which that income together with the Disability Benefit otherwise payable exceeds the Member's Superannuation Salary that would have been payable had the Member continued in Employment in the same classification as the Member was in immediately prior to commencing to receive a Disability Benefit,
 - (v) any amounts which the Trustee considers may become payable under (i) to (iv) inclusive above at a future date, but in relation to the period to which the Disability Benefit relates.
- (b) Where a Member is entitled to a Disability Benefit and one or more of the items under paragraph (a) above is in the form of a lump sum payment, the lump sum shall be converted to an equivalent income for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.

- (c) Where a Member becomes entitled to a Total and Permanent Disablement Benefit, the benefit otherwise payable shall be reduced by any of the following amounts, such amounts being referred to herein as "Offsetting Amounts":
 - (i) one-third (1/3rd) of any payment under Loss of Licence Insurance,
 - (ii) any other disability insurance payment, or any other income or lump sum benefit which the Trustee determines to be of a similar nature,
 - (iv) any amounts which the Trustee considers may become payable under (ii) above at a future date, but in relation to the condition that resulted in the Member being eligible for a Total and Permanent Disablement Benefit.
- (d) Where a Member becomes entitled to a Total and Permanent Disablement Benefit and one or more of the items under paragraph (c) above is in the form of an income, the income shall be converted to an equivalent lump sum for the purpose of determining the Offsetting Amount, in such manner as the Trustee, with the approval of the Principal Company, considers equitable.
- (e) Where the Trustee determines that a future income or lump sum benefit may become payable from a source what would otherwise require it to be treated as an Offsetting Amount in terms of paragraph (a) or paragraph (c) above, the Trustee may ignore that potential benefit subject to the Member providing an undertaking acceptable to the Trustee that the Member will reimburse the Trustee if such future benefit does in fact become payable.

DIVISION 3A

ARTICLE 24

APPLICATION, ELIGIBILITY & MEMBERSHIP

APPLICATION

- 24.1 Division 3A of these Rules shall apply to such Members as are designated as being Division 3A Members and notified as such by the Company in writing. Any reference to a Member in this Division 3A of the Rules shall be a reference to a Member designated as a Division 3A Member by the Company.

ELIGIBILITY & MEMBERSHIP

- 24.2 Every person who becomes a Temporary Officer on or after 1 April 1995 and every Division 3A Transferring Officer shall become a Member of Division 3A, with effect from the following dates:
- (a) for a Division 3A Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of transfer,
 - (b) for a person who becomes a Temporary Officer on or after 1 April 1995, the date of becoming a Temporary Officer.

ARTICLE 25

COMPANY CONTRIBUTIONS

- 25.1 The Company shall contribute to the Plan, subject to the Statutory Requirements, in respect of each Member of Division 3A from the date of becoming a Member of Division 3A (subject to Rules 2.16 to 2.19 inclusive) until the Member ceases to be an Officer, or in the case of a Temporary Officer, becomes a Permanent Officer. The amount of the contribution shall be equal to the appropriate percentage of the Member's Superannuation Salary from time to time in accordance with subsection 20(3) of the Superannuation Guarantee (Administration) Act 1992. Such contributions shall be paid into the Company Contribution Account.

ARTICLE 26

MEMBER CONTRIBUTIONS

- 26.1 A Member shall not be required to contribute to the Plan.
- 26.2 A Member may nevertheless elect by notice to the Trustee to make contributions to the Plan and may elect to have Shortfall Components paid to the Plan, of such amounts as the Member shall determine from time to time, subject to Rules 26.4 to 26.7. Such contributions and Shortfall Components are referred to herein as "Voluntary Contributions".
- 26.3 Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- 26.4 Member contributions in accordance with Rule 26.2 may be varied upon application by the Member to the Trustee at such time as the Trustee may allow.
- 26.5 All Member Contributions other than Shortfall Components must be of an integral percentage of Superannuation Salary.
- 26.6 The Company shall deduct such contributions other than Shortfall Components from each payment of a Member's pay and remit the same to the Trustee.
- 26.7 Member contributions shall cease on the earlier of.
- (i) the Member ceasing to be an Officer, or
 - (ii) such date as required by the Statutory Requirements.

ARTICLE 27

DETERMINATION OF BENEFITS

- 27.1 The Retirement Benefit, Late Retirement Benefit, Death Benefit, Total and Permanent Disablement Benefit and Withdrawal Benefit of a Member shall be a lump sum equal to the sum of the Company Contribution Account, the Voluntary Contribution Account and the Transfer Account.

ARTICLE 28

TRANSFERS TO DIVISIONS 3 AND 3A

SPECIAL CONDITIONS: DIVISION 3 TRANSFERRING OFFICERS

- 28.1 In accordance with Rule 20.2, a Division 3 Transferring Officer shall become a Member of Division 3.
- 28.2 A Division 3 Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 23 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Division 3 Transferring Officer:-

Initial Voluntary Contribution Account balance - transferees from Division 2

- (a) In the case of a Member who transferred from Division 2, the initial value at 30 June 1995 of the Voluntary Contribution Account shall be equal to the balance of the Member Extra Account in respect of the Member at 30 June 1995.

Initial Voluntary Contribution Account balance - transferees from the AAFASS and the AAGSP

- (b) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that Plan arising from voluntary contributions by the Member or from rollovers or transfers into that Plan which were not related to Employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Initial Voluntary Contribution Account balance - transferees from the AAPAF

- (c) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, any entitlement at 30 June 1995 under that plan arising from rollovers or transfers into that plan which were not related to Employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Initial Transfer Account balance - transferees from Division 1

- (d) In the case of a Member who transferred from Division 1 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the sum of the Member's Accumulated Credit, Past Service Accumulation and Productivity Account at 30 June 1995. In the case of a Member who transferred from Division 1 and whose Superannuation Date immediately prior to transferring to Division 3 was before 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's Late Retirement Benefit under Division 1 at 30 June 1995.

Initial Transfer Account balance - transferees from Division 2

- (e) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the sum of the Member's Company Account, Member Account and Productivity Account at 30 June 1995. In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was before 30 June 1995, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's Late Retirement Benefit under Division 2 at 30 June 1995.

Initial Transfer Account balance - transferees from the AAGSP (non-contributory)

- (f) In the case of a Member who transferred from the non-contributory section of the Australian Airlines General Superannuation Plan, the initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from that plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 28.2.

Initial Transfer Account balance - transferees from the AAFASS and the AAGSP (contributory)

- (g) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, any entitlement at 30 June 1995 under that plan arising from a rollover or transfer into that plan in respect of the Member, including amounts transferred between the contributory and non-contributory sections of the Australian Airlines General Superannuation Plan, but excluding amounts included in the Voluntary Contribution Account in accordance with sub-Rule (b) of this Rule 28.2, and which was maintained as an accumulation

account, shall be credited as an initial amount in the Transfer Account in respect of the Member. In addition, in the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, the initial value at 30 June 1995 of the Member's Transfer Account shall include the balance of the Member's productivity account under that plan at 30 June 1995.

Initial Transfer Account balance - transferees from the AAPAF

- (h) In the case of a Member who transferred from the Australian Airlines Pilots Accumulation Fund, the initial value at 30 June 1995 of the Transfer Account shall be equal to the Member's entitlement under that plan at 30 June 1995 less any amounts allocated to other accounts under sub-Rule (c) above.

Defined Benefits at 30 June 1995 - transferees from Division 2

- (i) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the Member's Accrued Retirement Benefit and Projected Retirement Benefit shall be increased by an amount equal to the Member's Final Average Salary which would have applied had the Member remained in Division 2, multiplied by:
 - (i) in the case of Flight Attendants and Technical Aircrew at 30 June 1995, 12.5% for each year of Credited Service prior to 1 July 1988 plus 10.6% for each year of Credited Service after 30 June 1988 and before 1 July 1995, and
 - (ii) in the case of Ground Staff at 30 June 1995, 11% for each year of Credited Service prior to 1 July 1988 plus 9.3% for each year of Credited Service after 30 June 1988 and before 1 July 1995.

For the purpose of this calculation, Employment and Credited Service shall be calculated in the manner which applies to Division 2 Members.

- (j) In the case of a Member who transferred from Division 2 and whose Superannuation Date immediately prior to transferring to Division 3 was after 30 June 1995, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's Final Average Salary which would have applied had the Member remained in Division 2, multiplied by the Division 3 Vesting Factor, the Division 3 Discount Factor and:
 - (i) in the case of Flight Attendants and Technical Aircrew at 30 June 1995, 12.5% for each year of Credited Service prior to 1 July 1988 plus 10.6% for each year of Credited Service after 30 June 1988 and before 1 July 1995, and

- (ii) in the case of Ground Staff at 30 June 1995, 11% for each year of Credited Service prior to 1 July 1988 plus 9.3% for each year of Credited Service after 30 June 1988 and before 1 July 1995.

For the purpose of this calculation, Employment and Credited Service shall be calculated in the manner which applies to Division 2 Members.

Defined benefits in respect of membership of a TN Plan

- (k) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, the Member's Accrued Retirement Benefit and Projected Retirement Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Member's TN Service Multiple.
- (l) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme or from the contributory section of the Australian Airlines General Superannuation Plan, and whose Credited Service is at least five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Member's TN Service Multiple and by the Division 3 Discount Factor.
- (m) In the case of a Member who transferred from the contributory section of the Australian Airlines General Superannuation Plan, and whose Credited Service is less than five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Division 3 Discount Factor, by BR (as determined for the purpose of Rule 23.10) and by the Member's years of membership in that plan (as determined for benefit purposes under that plan) prior to 30 June 1995.
- (n) In the case of a Member who transferred from the Australian Airlines Flight Attendants Superannuation Scheme, and whose Credited Service is less than five (5) years, the Member's Withdrawal Benefit shall be increased by an amount equal to the Member's TN FAS multiplied by the Division 3 Discount Factor, by (BR - 4%), where BR is as determined for the purpose of Rule 23.10, and by the Member's years of benefit service in that scheme (as determined for benefit purposes under that scheme) prior to 30 June 1995.

Prior service amount - transferees from the AAGSP

- (o) In the case of a Member who transferred from the Australian Airlines General Superannuation Plan, the amount of any Retirement Benefit, Late Retirement Benefit, Death Benefit, Serious Ill-Health Benefit or Withdrawal Benefit shall be reduced by the fixed dollar amount in respect of the Member, if any, known as the prior service amount under the Australian Airlines General Superannuation Plan.

Exclusion of Employment prior to 30 June 1995 for all transferees

(p) Other than for:

- (i) the purpose of determining the Division 3 Vesting Factor,
- (ii) the purpose of determining BR in Rule 23.10, and
- (iii) the calculations in sub-Rules (i), (j), (l), (m) and (n) above,

Employment prior to 30 June 1995 shall not be recognised in the determination of Credited Service.

Initial Final Year Salary and Final Average Salary for all transferees

- (q) All periods prior to 30 June 1995 shall be excluded from consideration when calculating Final Year Salary and Final Average Salary, other than for the calculations in sub-Rules (i) and (j) above.

SPECIAL CONDITIONS: DIVISION 3A TRANSFERRING OFFICERS

- 28.3 In accordance with Rule 24.2, a Division 3A Transferring Officer shall become a Member of Division 3A.
- 28.4 A Division 3A Transferring Officer shall be entitled where relevant to benefits determined in accordance with Article 27 but in calculating those benefits the Trustee shall take into account the following special conditions which apply to a Division 3A Transferring Officer:-

Contributions

- (a) Where the contributions in respect of a Member under the Australian Airlines General Superannuation Plan were based on a salary different to Superannuation Salary as defined herein, the contributions for that Member under Division 3A shall be based on the definition of salary which applied under the Australian Airlines General Superannuation Plan.

Initial Account Balances

- (b) The initial value at 30 June 1995 of the Member's Transfer Account shall be equal to the lump sum benefit to which the Member would have been entitled from the Australian Airlines General Superannuation Plan had the Member voluntarily left service immediately prior to transferring to the Plan less any amount credited as an initial value at 30 June 1995 to any other account in respect of the Member in accordance with this Rule 28.4.
- (c) Any entitlement at 30 June 1995 under the Australian Airlines General Superannuation Plan arising from voluntary contributions by the Member or from rollovers or transfers into that plan which were not related to employment within the Australian Airlines group, shall be credited as the initial value at 30 June 1995 of the Voluntary Contribution Account in respect of the Member.

Additional benefits on death or Total and Permanent Disablement

- (d) In the case of a Permanent Officer who was a Permanent Officer at 30 June 1995, an amount of two dollars (\$2) per week shall be deducted from the Company Contribution Account to provide additional benefits on death or Total and Permanent Disablement.

- (e) In the case of a Permanent Officer who was a Permanent Officer at 30 June 1995, the Death Benefit and the Total and Permanent Disablement Benefit shall be increased by an amount determined from the following table:

Age at birthday coincident with or next following the date of death or Total and Permanent Disablement	Amount
41 or less	\$84,200
42 to 46	\$71,000
47 to 51	\$46,400
52 to 56	\$42,600
57 to 61	\$28,400
62 to 65	\$14,200
66 or more	Nil

SCHEDULE 1

INSURED BENEFIT

The Insured Benefit is determined at the date that any change in Superannuation Salary is recognised for contribution purposes, as follows:

- (a) New Member by reference to the age next birthday of the Member, the Superannuation Date of the Member and the rates set out in Schedule 2.
- (b) Existing Member (i.e. a Member for whom the Insured Benefit has been previously determined) by increasing the Insured Benefit for the previous year by two percent except during the ten years prior to the Superannuation Date (or as may otherwise be agreed between the Company and the Trustee from time to time).

- (c) Provided that if the periodical contribution by the Member and Company, *as deemed* in respect of any Existing Member is greater or less than the corresponding contribution in respect of that Member at the determination of the Insured Benefit in the previous year, then the Insured Benefit is ascertained as follows:-

- The increase or decrease in the fortnightly contribution is applied according to Schedule 2 to determine an increase or decrease in the Insured Benefit.
- That increase or decrease in the Insured Benefit is added to or subtracted from the amount determined at (b).

In the event of a decrease in the periodical contribution, the Principal Company may specify that the Insured Benefit will not decrease or will decrease by a lesser amount than that specified in the previous paragraph.

- (d) Provided further that in respect of an Existing Member, if the Member's Superannuation Date is changed from one year to the next, then the Insured Benefit will be calculated on a basis deemed appropriate by the Trustee after considering the advice of the Actuary.
- (e) If the rate of contribution payable by or in respect of a Member is increased at a date other than the annual date at which the Insured Benefit is determined, then the Insured Benefit will be increased by applying the increase in contribution according to Schedule 2.

- (f) Provided always that the Trustee may at the request of the Company vary the Insured Benefit in respect of any Member not regarded by the Head of Qantas Medical Services as a first class risk, by reducing the Insured Benefit in accordance with the substandard medical reduction table specified by the Principal Company from time to time.
- (g) Provided that if a lump sum payment is made to increase the Member's Accumulated Credit, the Insured Benefit may, at the request of the Company, be increased by an appropriate amount.

SCHEDULE 2

Superannuation Date: 50th birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	538	16	1,166
17	520	17	1,127
18	501	18	1,087
19	483	19	1,048
20	466	20	1,010
21	448	21	972
22	431	22	934
23	414	23	897
24	397	24	860
25	380	25	824
26	363	26	788
27	347	27	752
28	331	28	717
29	315	29	682
30	299	30	648
31	283	31	614
32	268	32	581
33	253	33	548
34	238	34	516
35	223	35	484
36	208	36	452
37	194	37	421
38	180	38	390
39	167	39	362
40	154	40	334
41	141	41	306
42	126	42	273
43	109	43	236
44	94	44	204
45	80	45	173
46	65	46	141
47	51	47	111
48	38	48	82
49	25	49	54
50	12	50	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

For the purposes of this schedule, contributions include all contributions by or on behalf of the Member, excluding contributions in terms of Rule 12.1.c(i).

SCHEDULE 2

Superannuation Date: 55th birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	633	16	1,372
17	613	17	1,330
18	594	18	1,288
19	575	19	1,247
20	556	20	1,207
21	538	21	1,166
22	520	22	1,127
23	501	23	1,087
24	483	24	1,048
25	466	25	1,010
26	448	26	972
27	431	27	934
28	414	28	897
29	397	29	860
30	380	30	824
31	363	31	788
32	347	32	752
33	331	33	717
34	315	34	682
35	299	35	648
36	283	36	614
37	268	37	581
38	253	38	548
39	238	39	516
40	238	40	516
41	223	41	484
42	194	42	421
43	180	43	390
44	167	44	362
45	154	45	334
46	141	46	306
47	126	47	273
48	109	48	236
49	94	49	204
50	80	50	173
51	65	51	141
52	51	52	111
53	38	53	82
54	25	54	54
55	12	55	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

For the purposes of this schedule, contributions include all contributions by or on behalf of the Member, excluding contributions in terms of Rule 12.1.c(i).

SCHEDULE 2

Superannuation Date: 60th birthday

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
16	732	16	1,587
17	712	17	1,543
18	692	18	1,500
19	692	19	1,457
20	652	20	1,414
21	633	21	1,372
22	613	22	1,330
23	594	23	1,288
24	575	24	1,247
25	556	25	1,207
26	538	26	1,166
27	520	27	1,127
28	501	28	1,087
29	483	29	1,048
30	466	30	1,010
31	448	31	972
32	431	32	934
33	414	33	897
34	397	34	860
35	380	35	824
36	363	36	788
37	347	37	752
38	331	38	717
39	315	39	682
40	299	40	648
41	283	41	614
42	268	42	581
43	253	43	548
44	238	44	516
45	223	45	484
46	208	46	452
47	194	47	421
48	180	48	390
49	167	49	362

Age next Birthday	Insured Benefit per \$1 Monthly Contribution	Age next birthday	Insured Benefit per \$1 Fortnightly Contribution
50	154	50	334
51	141	51	306
52	126	52	273
53	109	53	236
54	94	54	204
55	80	55	173
56	65	56	141
57	51	57	111
58	38	58	82
59	25	59	54
60	12	60	26

When using the above Table the age taken will be the age next birthday at the date of determination of the Insured Benefit or increase in the Insured Benefit.

SCHEDULE 3

PAST SERVICE SUM INSURED

The Past Service Sum Insured in respect of a deceased Member is determined as follows:-

- (i) In the case of a Member of Section A of the Plan with less than 5 years' Credited Service

50% of the Insured Benefit

- (ii) In the case of a Member of Section B of the Plan with less than 2 years' Credited Service

75% of the Insured Benefit

- (iii) In other cases:

The Past Service Accumulation multiplied by the factor obtained from Schedule 4.

SCHEDULE 4

FACTORS FOR PAST SERVICE SUM INSURED

N	FACTOR	N	FACTOR
0	1.00000		
1	1.04000	31	2.24356
2	1.08160	32	2.28842
3	1.12486	33	2.33419
4	1.16986	33	2.38088
5	1.21665	35	2.42850
6	1.26532	36	2.47706
7	1.31593	37	2.52661
8	1.36857	38	2.57713
9	1.42331	39	2.62867
10	1.48024	40	2.68125
11	1.50984	41	2.73488
12	1.54004	42	2.78957
13	1.57085	43	2.84536
14	1.60226	44	2.90228
15	1.63430	45	2.96032
16	1.66699	46	3.01953
17	1.70034	47	3.07991
18	1.73434	48	3.14151
19	1.76902	49	3.20433
20	1.80440	50	3.26843
21	1.84049	51	3.33380
22	1.87730	52	3.40047
23	1.91485	53	3.46848
24	1.95315	54	3.53785
25	1.99221	55	3.60860
26	2.03206	56	3.68078
27	2.07269	57	3.75439
28	2.11415	58	3.82948
29	2.15643	59	3.90606
30	3.19956		

NOTE

- (i) N is the term in years remaining to the Superannuation Date.
- (ii) The required factor is obtained by interpolating between the above factors according to the actual term to the Superannuation Date, measured in Years and Complete Months.

SCHEDULE 5

ARTICLES OF ASSOCIATION

Notwithstanding any other regulation contained in these Articles of Association, so long as the company is appointed by the Principal Company to act as trustee of the Qantas Airways Limited Staff Superannuation Plan the following provisions shall apply.

DEFINITIONS

In these Articles:-

"Act" means the requirements set out in -

- (a) the Superannuation Industry (Supervision) Act 1993;
- (b) the Income Tax Assessment Act 1936;
- (c) the Occupational Superannuation Standards Act 1987 to be known as the Superannuation Entities Taxation Act 1987;
- (d) the Superannuation (Resolution of Complaints) Act 1993;
- (e) any regulations made under any of those Acts; and
- (f) any other present or future law of the Commonwealth of Australia or any State or Territory of Australia which the Trustee and Principal Company may determine to be a Statutory Requirement for the purposes of the Rules.

"Company Nominee" means a director appointed by the Principal Company in accordance with these Articles.

"Flight Attendant" means flight attendant as defined in the Rules.

"Ground Staff" means ground staff as defined in the Rules.

"Member Nominee" means a director elected by the Members in accordance with these Articles.

"Member" means a Member as defined in the Rules of the Plan.

"Plan" means a Qantas Airways Limited Staff Superannuation Plan.

"Principal Company" means Qantas Airways Limited.

"Rules" means the Rules of the Plan.

"Statutory Requirements" means any requirements as may from time to time be imposed pursuant to the Act.

"Technical Aircrew" means technical aircrew as defined in the Rules.

"Trust Deed" means the trust document for the time being governing the Plan.

NUMBER OF DIRECTORS

From the earlier of a date determined by the Principal Company or the date required by the Statutory Requirements the directors shall consist of an equal number (as determined by the Principal Company) of -

- (a) directors selected as provided in the Article titled Member Nominees;
- (b) directors selected by the Principal Company; and

Prior to the date determined by the Principal Company or required by the Statutory Requirements for equal representation the number of directors shall be not less than five nor greater than eleven but continuing or actual directors may notwithstanding any vacancy in their body continue to act.

APPOINTMENT OF DIRECTORS

The directors shall be appointed by the Principal Company by instrument in writing after their selection in accordance with the provisions of these Articles.

Every appointment of a director by the Principal Company shall be by notice in writing addressed to the company under the common seal of the Principal Company or signed on its behalf by any two of its directors or one director and the secretary, or some other person authorised by the Board of Directors of the Principal Company for that purpose.

Any appointment of a director shall take effect forthwith upon the lodgement of the form of notice provided for above at the registered office of the company and thereupon any person named therein as a director shall ipso facto be and become a director.

MEMBER NOMINEES

Five (5) directors may be elected by Members from time to time as vacancies occur each for a term of not less than 24 months and not more than 36 months as determined by the directors in office prior to the election. In the event that a majority of the directors voting on the matter cannot agree upon the term of election for any director the term shall be thirty six (36) months.

- (A) one (1) director shall be elected from and by Members who are classified by the Principal Company as Technical Aircrew; [Group A]
- (B) one (1) director shall be elected from and by Members who are classified by the Principal Company as Flight Attendants; [Group B]
- (C) one (1) director shall be elected from and by Members whose employment is classified by the Principal Company as being governed by the Aircraft Industry Award; [Group C]
- (D) one (1) director shall be elected from and by Members who are classified by the Principal Company as Licensed Aircraft Maintenance Engineers, Transport Workers, Printing and Kindred Industries employees, Draughtsman, Technical employees, Clerks and Nurses. [Group D]
- (E) one (1) director shall be elected from and by Members whose employment is classified by the Principal Company otherwise than is provided in (A)-(D) above. [Group E]

The company with the approval of the Principal Company, may from time to time by resolution vary the constitution of each Group of Members from which directors may be elected.

The Member Nominee directors for each Group shall be elected in accordance with the following procedures:-

- (a) the company shall in such manner as it determines notify each Member of the Group or Groups within 30 days of the vacancy or vacancies and call for nominations for appointment of a Member to fill such vacancy or vacancies and state the closing date for each nomination and the term of appointment;
- (b) a nomination shall only be valid if the person nominated is a Member, and is a member of the Group in respect of which the vacancy occurs and the nomination is signed by that Member and by at least one other Member who is also a member of that Group;
- (c) if only one Member is nominated by the Members of a Group then the Member so nominated shall be deemed to be elected; and

- (d) if more than one Member is nominated for election by the members of a Group then the company shall conduct a secret ballot amongst the members of that Group for the election of the Member Nominee.

Provided always that in the event of a director, being a Member Nominee, ceasing to hold office less than six months prior to the expiration of the term of the director's election or appointment, the position shall remain vacant until the expiration of that term. In the event such a vacancy occurs more than six months but not more than twelve months prior to the expiration of the director's election or appointment, the remaining directors or the Principal Company shall as provided in (i) or (ii) of this regulation, appoint a member, being a member of the same Group from which the director ceasing to hold office was elected or appointed, as successor in the directors place for the balance of that term in lieu of a ballot being held.

- (i) If a ballot was conducted for the election of the director ceasing to hold office the remaining directors shall appoint the Member nominated for election to the same Group as the director ceasing to hold office who obtained the next highest vote in that ballot and who agrees to accept the appointment.
- (ii) If no ballot was conducted for the election of the director ceasing to hold office or the remaining directors are unable to appoint a Member pursuant to (i) then the Principal Company may at its discretion appoint any Member from the same Group as the director ceasing to hold office who agrees to accept the appointment.
- (iii) If no appointment can be made pursuant to (i) and (ii) above then the position shall remain vacant until the expiration of the term of the director ceasing to hold office.

In the event of a director, being a Member Nominee, ceasing to hold office more than 12 months prior to the expiration of the term of that director's election or appointment, then an election shall be held, as provided in (a)-(d) above, of this regulation for a Member Nominee from the same Group as that from which the director ceasing to hold office was elected or appointed, to succeed the director ceasing to hold office for the balance of the term of that director's election or appointment.

COMPANY NOMINEES

Six directors may be appointed from time to time by the Principal Company by notice in writing to the company of whom five (5) shall be Members. The Principal Company may at any time remove any director it appoints.

CHAIRMAN OF DIRECTORS

The directors may appoint a director to be Chairman of Directors. A director so appointed as Chairman of Directors shall hold office as Chairman until -

- (a) that director retires as Chairman by written notice given to the other directors;
- (b) that director ceases to be a director, or
- (c) that director is removed as Chairman by a written notice given to that director pursuant to or in the form of a resolution of the Trustee.

The Chairman of Directors shall act as chairman of each meeting of the Board of Directors attended by the Chairman of Directors. If the Chairman of Directors is not present at a meeting of the Board of Directors or if at the time of a meeting there is no Chairman of Directors, a director shall be appointed by those present to act as chairman of that meeting.

REMUNERATION OF DIRECTORS

The directors shall not be paid any remuneration by the company.

The directors may be paid travelling and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or otherwise in connection with the business of the company.

REMOVAL OF DIRECTORS

A director shall hold office until the earliest of -

- (a) that director's retirement from that office by notice in writing given to the Trustee and the Principal Company;
- (b) the date on which that director's term of office expires or that director's appointment to such office otherwise ceases;
- (c) that director's disqualification from that office by operation of law;
- (d) that director's death;

- (e) in the case of a director elected by the Members -
 - (i) that director ceases to be a Member; or
 - (ii) if a director is elected by a particular Group, not less than half the members of that Group petition the company seeking a ballot for the election of a new director from that Group;
- (f) in the case of a director nominated by the Principal Company, that director's removal from such office by the Principal Company; and
- (g) the person becoming a disqualified person under the Statutory Requirements.

A director who ceases to hold office pursuant to this Article shall, if otherwise eligible, be entitled to again be selected or appointed as a director.

CONDUCT OF MEETINGS

A quorum of directors shall be -

- (a) 2/3rds of the directors in office for the time being; or
- (b) such other number and/or other combination of directors as may be agreed between the directors and the Principal Company from time to time, being a number and combination which satisfies the Statutory Requirements.

The directors in office for the time being may continue to act notwithstanding a vacancy in their number if there is a quorum of directors.

The Principal Company may not appoint a person to be an alternate director in the place of an existing director appointed by it.

Except as otherwise provided in the Rules, the directors may meet and adjourn and regulate their meetings as the directors see fit and a meeting of the directors at which a quorum is present shall be competent to exercise all or any of the powers exercisable by the company.

Except as otherwise provided in the Rules, all questions arising at a meeting of the company shall be determined by resolution and a resolution is effective if carried by a majority comprising at least a quorum of directors.

Each director present at a meeting of the company shall have one vote on any question. No director shall have a second vote.

A written resolution signed by a quorum of directors is as effective as a resolution passed at a meeting of the company duly convened and held.

A director may participate in a meeting of the company by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in such a meeting in this manner shall be deemed to constitute presence in person at such meeting.

Minutes of all meetings of the company shall be kept and entered in a book provided for the purpose and the minutes of any meeting if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated therein.

COMMITTEES

The directors may not delegate any of their powers under these Articles to a committee or committees.

The directors may establish a committee or committees consisting of such number of directors as they see fit to investigate and advise the directors in respect of any matter.

Questions arising at a meeting of a committee shall be determined by a majority of those members present and voting.

In the case of an equality of votes, the chairman of a committee shall not in addition to a deliberative vote (if any), have a casting vote.

ASSOCIATE DIRECTORS

Directors may not appoint any person to be an alternate or associate director.

SCHEDULE 6

Vesting Scale for Withdrawal Benefits prior to introduction of Improved Old Benefits

SECTION 1			SECTION 2			SECTION 3			
(i)	for a male Member of Ground Staff, or		(i)	for a female member of Ground Staff appointed as an Officer on or after 1st July 1968, but prior to 1st October, 1974		(i)	for a female Member of Ground Staff appointed as an Officer prior to 1st July, 1968		
(ii)	for a female Member of Ground Staff appointed as an Officer on or after 1st October, 1974		(ii)	for a male Flight Attendant or		(ii)	for a female Flight Attendant appointed prior to 1st October, 1974 or		
			(iii)	for a Member of Technical Aircrew who becomes so classified on or after 1st July 1968, or		(iii)	for a Member of Technical Aircrew so classified prior to 1st July, 1968		
			(iv)	for a female Flight Attendant appointed on or after 1st October, 1974.					
after 10 years Credited Service			after 7.5 years Credited Service			after 5 years Credited Service			%
"	11	"	"	8.25	"	"	5.5	"	25
"	12	"	"	9	"	"	6	"	30
"	13	"	"	9.75	"	"	6.5	"	35
"	14	"	"	10.5	"	"	7	"	40
"	15	"	"	11.25	"	"	7.5	"	45
"	16	"	"	12	"	"	8	"	50
"	17	"	"	12.75	"	"	8.5	"	60
"	18	"	"	13.5	"	"	9	"	70
"	19	"	"	14.25	"	"	9.5	"	80
"	20	" or more	"	15	" or more	"	10	" or more	90
									100

QANTAS AIRWAYS LIMITED STAFF SUPERANNUATION PLAN

DEED OF AMENDMENT

THIS DEED OF AMENDMENT is made the 24th day of August 1995

BY: QANTAS AIRWAYS LIMITED ACN 009 661 901 a company duly incorporated and having its registered office at Level 9, Building A, Qantas Centre, 203 Coward Street, Mascot, New South Wales (the "Principal Company")

RECITALS:

- A. The Principal Company established by Declaration of Trust the **Qantas Airways Limited Staff Superannuation Plan** (the "Plan") which was administered in terms of Regulations which came into effect on 1 June 1939 as subsequently amended (the "Original Regulations").
- B. The Original Regulations were replaced by a new set of Rules by Deed of Amendment dated 21 September 1989 and a further consolidated set of Rules was introduced by Deed of Amendment dated 14 June 1990.
- C. The Rules were twice replaced by a new consolidated set of Rules by Deed of Amendments dated 14 June 1995 and 23 August 1995.
- D. Pursuant to Rule 2.15 of those Rules, the Principal Company may from time to time make amendments and additions to the Deed and Rules.
- E. The Principal Company is desirous of amending the Plan to provide for membership in the Plan of employees who were previously in the Commonwealth Superannuation Scheme.

NOW THIS DEED WITNESSES that with effect from 31 July 1995 the Trust Deed and Rules of the Qantas Airways Limited Staff Superannuation Plan are amended as follows.

- 1. Rule 1.1 is amended as follows:

- (a) the following definition is inserted after "Division 3":

"Division 4

The category of membership of the Plan governed by Articles 1 to 10 and 29 to 33.";

- (b) the definition of "Member Account" is amended by:
 - (i) inserting after "Division 2":

"and Division 4"; and
 - (ii) inserting after "Rule 17.1":

", Rule 31.1";
- (c) the definition of "Member Contributions" is amended by deleting "or Article 26 for a Member of Division 3A" and inserting:

", Article 26 for a Member of Division 3A or Article 31 for a Member of Division 4";
- (d) the definition of "Productivity Account" is amended by:
 - (i) deleting the word "or" after "Division 1" and inserting a comma; and
 - (ii) inserting after "Division 1":

"or Rule 30.1 for a Member of Division 4";
- (e) the definition of "Productivity Contribution" is amended by:
 - (i) deleting the word "or" and inserting a comma; and
 - (ii) inserting after "Rule 16.1(a), (b) and (c)":

"or Rule 30.1";
- (f) the definition of "Retirement Date" is amended by deleting "or Division 3A" and inserting:

", Division 3A or Division 4";
- (g) the definition of "Superannuation Salary" is amended by:
 - (i) deleting "or Division 3A" in paragraph (ii) and substituting:

", Division 3A or Division 4"; and
 - (ii) deleting subparagraph (iii)(c) and substituting:

"(c) the Principal Company may, for one or more purposes of the Rules, determine the amount of a Member's Superannuation Salary to be a different amount if it decides that special circumstances warrant such determination.";

- (h) The definition of Total and Permanent Disablement is amended by inserting the following proviso at the end of the first paragraph:

"PROVIDED THAT with respect to Division 4 Members Total and Permanent Disablement shall have the meaning set out in Part IVA of the Superannuation Act 1976 and shall be determined by the Commonwealth Superannuation Board of Trustees No. 2 in accordance with the provisions of that Part";

- (i) the definition of "Voluntary Contribution Account" is amended by:

- (i) deleting "or Division 3A" and inserting:

", Division 3A or Division 4"; and

- (ii) deleting "or Rule 26.2" and inserting:

", Rule 26.2 or Rule 31.2".

2. Rule 8.2 is amended by:

- (a) deleting "and Division 3A" and inserting:

", Division 3A and Division 4";

- (b) inserting at the end of the first paragraph the following paragraph:

"Officers whose membership of the Commonwealth Superannuation Scheme ceased when the Principal Company was privatised pursuant to the provisions of the Qantas Sale Act 1992 and elected to preserve their rights under the Scheme as either a Deferred Withdrawal Benefit or a Delayed Updated Pension under Division 3 of Part V or 3A of Part IX, respectively, of the Superannuation Act 1976 will be eligible to be members of Division 4. Officers who elected to receive their accumulated contributions under Division 5 of Part V of the Superannuation Act 1976 will only be eligible to be members of Division 3A."

3. Rule 10.5 is amended by inserting after "Division 3A":

"or Division 4".

4. Rule 10.6 is amended by deleting "or Division 3A" in paragraph (b) and inserting:

", Division 3A or Division 4".

5. Rule 10.7 is amended by inserting in paragraph (a) after Division "3":

"or Division 4".

6. Rule 11.1 is amended by deleting "or Division 3A" and inserting:

", Division 3A or Division 4".

7. Rule 24.2 is deleted and the following substituted:

"24.2 Every person who becomes a Temporary Officer on or after 1 April 1995, every Division 3A Transferring Officer and any Officer whose membership of the Commonwealth Superannuation Scheme ceased when the Principal Company was privatised pursuant to the provisions of the Qantas Sale Act 1992 and elected to receive their accumulated contributions under Division 5 of Part V of the Superannuation Act 1976 shall become a Division 3A Member with effect from the following dates:

- (i) for a Division 3A Transferring Officer, 30 June 1995 or such other date as advised by the Principal Company at the time of the transfer;
- (ii) for Officers who were members of the Commonwealth Superannuation Scheme, the date on which they ceased to be an eligible employee under the Superannuation Act 1976; and
- (iii) in all other cases, from the date upon which the person became a Temporary Officer."

8. The following new Division 4 is inserted after Division 3A:

"

DIVISION 4

ARTICLE 29

APPLICATION, ELIGIBILITY AND MEMBERSHIP

APPLICATION

- 29.1 Division 4 of these Rules shall apply to such Members as are designated as being Division 4 Members and notified as such by the Company. Any reference to a Member in this Division 4 of the Rules shall be a reference to a Member designated as a Division 4 Member by the Company.

ELIGIBILITY AND MEMBERSHIP

- 29.2 Each Permanent Officer who ceased to be an eligible employee under the Superannuation Act 1976 when the Principal Company was privatised pursuant to the Qantas Sale Act 1992 and who does not become a Division 3A Member shall become a Division 4 Member from the date of ceasing to be an eligible employee under that Act.

ARTICLE 30

COMPANY CONTRIBUTIONS

- 30.1 Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member from the date of membership of Division 4 (subject to Rules 2.16 to 2.19 inclusive) until the Member ceases to be a Permanent Officer an amount equal to 3% of the Member's Superannuation Salary.
- 30.2 Subject to the Statutory Requirements, the Company shall contribute to the Plan in respect of each Member from the date of membership of Division 4 (subject to Rules 2.16 to 2.19 inclusive) until the Member ceases to be a Permanent Officer, or as otherwise provided, such sum, in addition to the contributions payable by the Company under Rule 30.1, as advised by the Actuary from time to time as being necessary to provide benefits in accordance with these Rules.

ARTICLE 31

MEMBER CONTRIBUTIONS

STANDARD CONTRIBUTION

- 31.1 Each Member shall contribute to the Plan whilst a Member of Division 4 prior to the Member's Superannuation Date, 5% of Superannuation Salary **PROVIDED THAT** a Member with a combined membership of the Commonwealth Superannuation Scheme and the Plan equal to 40 years may elect not to contribute under this Rule.

EXTRA CONTRIBUTIONS

- 31.2 A Member may, subject to Rules 31.4 to 31.7, elect to make additional contributions to the Plan. Such contributions are referred to herein as "Voluntary Contributions".
- 31.3 Voluntary Contributions shall be credited to the Voluntary Contribution Account maintained in respect of the Member.
- 31.4 Voluntary Contributions may be varied upon application by the Member to the Trustee at such time as the Trustee may allow. with Rule 31.5.
- 31.5 All Voluntary Contributions must be of an integral percentage of Superannuation Salary.
- 31.6 The Company shall deduct all Member Contributions from each payment of a Member's pay and remit the same to the Trustee.

31.7 Voluntary Contributions shall cease on the earlier of:

- (a) the Member ceasing to be a Permanent Officer; or
- (b) such date as required by the Statutory Requirements.

SUSPENSION OR REDUCTION OF MEMBER CONTRIBUTIONS

31.8 Notwithstanding Rules 31.1, 31.2 and 31.4 above, at the request of a Member and with the approval of both the Trustee and the Principal Company, the Company may allow a suspension or reduction in the contributions to be paid by that Member. In the event of such suspension or reduction, the Trustee shall consider the advice of the Actuary and make such alterations to the benefit entitlement of that Member as it considers appropriate.

ARTICLE 32

DETERMINATION OF BENEFITS

ACCRUED RETIREMENT BENEFIT

32.1 The Accrued Retirement Benefit shall be a pension equal to the difference between:

- (a) the pension which the Member would have received under Division 1 or 2 of Part V of the Superannuation Act 1976 if the Member remained an eligible employee under that Act and retired on or after attaining age 55; and
- (b) the Delayed Updated Pension under Division 3A of Part IX of the Superannuation Act 1976 which the Member is or would have been entitled to on that date if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that the Member has commuted the Additional Pension under Division 3 of Part V of that Act.

SUPPLEMENTARY BENEFIT

32.2 The Supplementary Benefit in respect of a Member shall be equal to the sum of the amounts standing to the credit of the Member in that Member's:

- (a) Member Account;
- (b) Voluntary Contribution Account; and
- (c) Productivity Account.

RETIREMENT BENEFIT

32.3 If a Member retires on the Member's Retirement Date the Retirement Benefit will be a benefit equal to:

- (a) the Accrued Retirement Benefit; and
- (b) the Supplementary Benefit.

LATE RETIREMENT

32.4 If a Member retires after the Member's Superannuation Date the Late Retirement Benefit will be the benefit which the Member would have received under Rule 32.3 if the Member retired on the Superannuation Date, adjusted by such amount as the Trustee determines after obtaining the advice of the Actuary.

TOTAL AND PERMANENT DISABLEMENT

32.5 The Total and Permanent Disablement benefit in respect of a Member shall be a pension equal to the difference between:

- (a) the pension to which the Member would have been entitled under Division 4 of Part V of the Superannuation Act 1976 if the Member remained an eligible employee under that Act; and
- (b) the pension to which the Member is or would be entitled under Division 3A of Part IX of the Superannuation Act 1976 if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that the Member made the election provided for in Section 68, 69, 71 or 72 of that Act,

PLUS the Supplementary Benefit.

DEATH BENEFIT

32.6 The Death benefit in respect of a Member with Dependants who dies in employment with the Company or while in receipt of a pension under this Division 4 shall be a pension equal to the difference between:

- (a) the pension payable under Part VI of the Superannuation Act 1976; and
- (b) the pension which is or would be payable under Division 3A of Part IX of the Superannuation Act 1976 if the Member chose to be subject to Division 3A of Part IX at the time of ceasing to be an eligible employee under that Act,

using, in each case, the Member's Superannuation Salary in substitution for salary under the Superannuation Act 1976 and assuming that an election had been made under Section 83, 84, 86, 87 or 92 of that Act,

PLUS, if the Member dies while in employment, the Supplementary Benefit.

32.7 The Death benefit in respect of a Member without Dependants is the Supplementary Benefit.

32.8 For the purposes of Rules 32.5 and 32.6 a Dependant shall mean the Member's spouse and eligible children, or partially dependent children under Part VI of the Superannuation Act 1976.

RETRENCHMENT

32.9 The retrenchment benefit for Members below 55 years shall be a lump sum equal to:

- (a) 3.5 x the balance of the Member Account of the Member;
- (b) the Member's voluntary Contribution Account; and
- (c) the Member's Productivity Account.

32.10 The retrenchment benefit for Members 55 years and above will be the Retirement Benefit pursuant to Rule 32.3.

RESIGNATION

32.11 If a Member ceases to be an Officer and is entitled to no other benefit under this Division the Member may choose to receive either:

- (a) an immediate withdrawal benefit; or
- (b) a deferred benefit;

32.12 The immediate withdrawal benefit will be a lump sum equal to the Supplementary Benefit.

32.13 The deferred benefit will be a pension equal to the difference between:

- (a) the standard CPI indexed pension which would have been payable to or in respect of the Member under Division 3 of Part IX of the Superannuation Act 1976 if the Member had remained an eligible employee under that Act until the date of resignation (assuming that since the date of ceasing to be an eligible employee the interest rate credited to member contributions is the Credited Interest Rate determined under Rule 7.5 of the Rules of the Plan); and
- (b) the Delayed Updated Pension under Division 3A of Part IX of the Superannuation Act 1976 which the Member is or would have been entitled to if the Member chose to be subject to Division 3A of Part IX of that Act at the time of ceasing to be an eligible employee, using the Member's Superannuation Salary in substitution for salary under that Act,

and assuming, in each case, that the Member has commuted the Additional Pension under Division 3 of Part V of that Act,

PLUS the Supplementary Benefit.

ADJUSTMENT OF BENEFIT FOR TAX AND INTEREST

32.14 When determining the benefits to be paid under this Division and in calculating the benefits which are, or which are assumed to be paid, to a Member under the Superannuation Act 1976 the Trustee shall:

- (a) adjust the benefits under the Superannuation Act 1976 and the benefits to be paid under this Division so that the benefits are compared on an after-tax basis in the hands of the Member, excluding any other tax liabilities which a Member may have; and
- (b) where it is necessary to add interest to any benefit calculable or account held under the Superannuation Act 1976, use the Credited Interest Rate under Rule 7.5 of the Plan Rules with respect to any period after the Member became a Member of the Plan.

REFERENCES TO SUPERANNUATION ACT 1976

32.15 References to the Superannuation Act 1976 in this Division will, unless otherwise consented to by the Principal Company and the Trustee, be taken to be references to the provisions of that Act as in force on 1 July 1995.

PROVISION OF PENSIONS

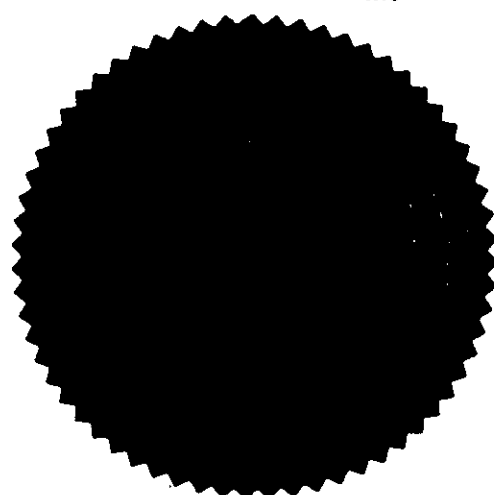
- 32.16 In providing pensions under this Division the Trustee may, in its absolute discretion, make such arrangements as it deems necessary or convenient with respect to Members generally or with respect to any particular Member to provide such pensions outside of the Plan through the purchase of pensions or annuities from one or more providers of such pensions or annuities or through such other arrangements as the Trustee may decide."

IN WITNESS WHEREOF the Principal Company has executed the Deed on the date hereinbefore first written.

THE COMMON SEAL of **QANTAS AIRWAYS**)
LIMITED ACN 009 661 901 was hereto duly)
affixed in the presence of:)

..... Director

..... Secretary



QANTAS AIRWAYS LIMITED STAFF SUPERANNUATION PLAN

DEED OF AMENDMENT

THIS DEED OF AMENDMENT is made the *21st* day of *February* 1996

BY: QANTAS AIRWAYS LIMITED ACN 009 661 901 a company duly incorporated and having its registered office at Level 9, Building A, Qantas Centre, 203 Coward Street, Mascot, New South Wales (the "Principal Company")

RECITALS:

- A. The Principal Company established by Declaration of Trust the **Qantas Airways Limited Staff Superannuation Plan** (the "Plan") which was administered in terms of Regulations which came into effect on 1 June 1939 as subsequently amended (the "Original Regulations").
- B. The Original Regulations were replaced by a new set of Rules by Deed of Amendment dated 21 September 1989 and a further consolidated set of Rules was introduced by Deed of Amendment dated 14 June 1990.
- C. The Rules were twice replaced by a new consolidated set of Rules by Deed of Amendments dated 14 June 1995 and 23 August 1995.
- D. The Rules were subsequently amended by a Deed of Amendment dated 24 August 1995 which introduced a new Division 4 to provide for membership in the Plan of employees who were previously in the Commonwealth Superannuation Scheme.
- E. Pursuant to Rule 2.15 of those Rules, the Principal Company may from time to time make amendments and additions to the Deed and Rules.
- F. The Principal Company is desirous of amending the Plan to provide for additional employer contributions in certain circumstances.

NOW THIS DEED WITNESSES that with effect from the Rules of the Qantas Airways Limited Staff Superannuation Plan are amended as follows.

- 1. The definition of "Company Account" in Rule 1.1 is amended by
 - (a) inserting the words "or Division 4" after "Division 2"; and
 - (b) inserting the words "with respect to Members of Division 2 or pursuant to Rule 30.3 with respect to Members of Division 4" after "Rule 16.1(d)".

2. The following new Rule 30.3 is inserted:

"30.3 Subject to the Statutory Requirements, at any time and from time to time the Company may contribute an additional amount or additional amounts with respect to one or more Members either in the form of regular payments or one or more lump sum amounts. These payments will be credited to the Member's Company Account."

3. Rule 32.2 is amended by

- (a) deleting the word "and" in paragraph (b);
- (b) deleting the full stop at the end of paragraph (c) and inserting "; and"; and
- (c) inserting the following new paragraph (d):

"(d) Company Account".

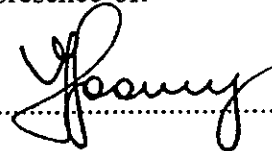
4. Rule 32.9 is amended by:

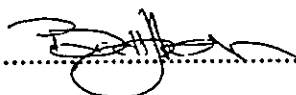
- (a) deleting the word "and" in paragraph (b);
- (b) deleting the full stop in paragraph (c) and inserting "; and"; and
- (c) inserting the following new paragraph (d):

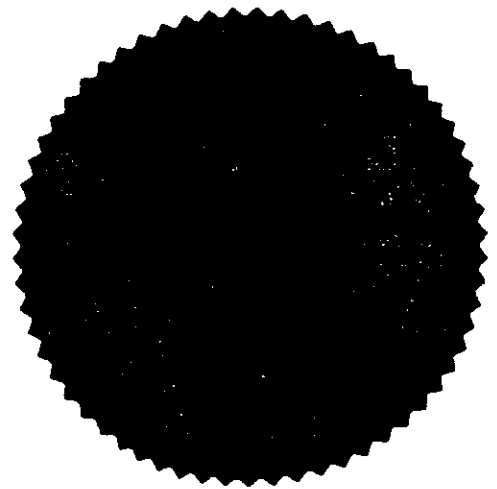
"(d) The Member's Company Account".

IN WITNESS WHEREOF the Principal Company has executed the Deed on the date hereinbefore first written.

THE COMMON SEAL of QANTAS AIRWAYS)
LIMITED ACN 009 661 901 was hereto duly)
affixed in the presence of:)

.....  Director

.....  Secretary



QANTAS AIRWAYS LIMITED STAFF SUPERANNUATION PLAN

DEED OF AMENDMENT

THIS DEED OF AMENDMENT is made the 26th day of August 1996

BY: QANTAS AIRWAYS LIMITED ACN 009 661 901 a company duly incorporated and having its registered office at Level 9, Building A, Qantas Centre, 203 Coward Street, Mascot, New South Wales (the "Principal Company")

RECITALS:

- A. The Principal Company established by Declaration of Trust the Qantas Airways Limited Staff Superannuation Plan (the "Plan") which was administered in terms of Regulations which came into effect on 1 June 1939 as subsequently amended (the "Original Regulations").
- B. The Original Regulations were replaced by a new set of Rules by Deed of Amendment dated 21 September 1989 (the "Rules") and a further consolidated set of Rules was introduced by Deed of Amendment dated 14 June 1990.
- C. The Rules were twice consolidated by Deeds of Amendment dated 14 June 1995 and 23 August 1995 and amended by a Deeds of Amendment dated 24 August 1995 and 21 February 1996.
- D. Pursuant to Rule 2.15 of those Rules, the Principal Company may from time to time make amendments and additions to the Deed and Rules.
- E. The Principal Company is desirous of amending the Plan to limit the death and Total and Permanent Disability benefits payable to Members in certain circumstances where they have already received a benefit from the Plan in relation to an earlier period of employment.

NOW THIS DEED WITNESSES that with effect from 26 August 1996 the Trust Deed and Rules of the Qantas Airways Limited Staff Superannuation Plan are amended as follows.

1. Rule 23.6 is amended by deleting "The" at the start of the rule and substituting "Subject to Rules 23.12 and 23.13, the".

2. The following new rules 23.12 and 23.13 and an associated heading are inserted after Rule 23.11:

"LIMITATIONS WHERE PREVIOUS BENEFITS RECEIVED

23.12 Where a Member was a Member of the Plan prior to the current period of Employment and as a result of the termination of that earlier period of Employment, the Member received:

- (a) a Total and Permanent Disablement benefit under Division 1 in excess of the Serious Ill-Health Benefit at that time; or
- (b) a lump sum benefit under Division 2, Division 3 or Division 3A in excess of an amount equal to the Member's Retirement Benefit at that time (irrespective of whether or not the Member was eligible to receive the Retirement Benefit at that time); or
- (c) a lump sum benefit under the regulations which applied prior to the deed of amendment dated 21 September 1989, in excess of the sum of the member's accumulated credit and the amount of the additional benefit for past credited service at that time (irrespective of whether or not the Member was eligible to receive that additional benefit at that time);

the Death Benefit and the Total and Permanent Disablement Benefit otherwise determined in accordance with Rule 23.6 shall not exceed a lump sum equal to the sum of:

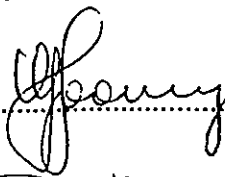
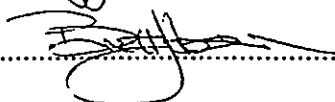
- (i) the Member's Accrued Retirement Benefit; and
- (ii) the Supplementary Benefit.

23.13 For the purposes of Rule 23.12:

- (a) any reference to Division 1 includes the Improved Old Benefits Category (as that term was defined in the Rules in force at the relevant time);
- (b) any reference to Division 2 includes the New Benefits Category (as that term was defined in the Rules in force at the relevant time);
- (c) any reference to the Retirement Benefit determined at a time prior to the introduction of that defined term in the Rules, means the Normal Retirement Benefit (as that term was defined in the Rules in force at the relevant time); and
- (d) any reference to a benefit or other amount at a particular time, means the benefit or other amount determined in accordance with the Rules in force at that particular time."

IN WITNESS WHEREOF the Principal Company has executed the Deed on the date
hereinbefore first written.

THE COMMON SEAL of QANTAS AIRWAYS)
LIMITED ACN 009 661 901 was hereto duly)
affixed in the presence of:)

.....  Director
.....  Secretary



QANTAS AIRWAYS LIMITED STAFF SUPERANNUATION PLAN

DEED OF AMENDMENT

By

QANTAS AIRWAYS LIMITED
ACN 009 661 901
("Principal Company")

2. The following new Rule 2.3A is inserted immediately after Rule 2.3:

- "2.3A (a) If the Trustee becomes liable for a payment of Surcharge in respect of a Member, the Trustee must adjust Member's benefits in a way it considers equitable to allow, as far as possible, for the cost of the surcharge.
- (b) The Trustee must not adjust a Member's benefits in a way that is contrary to the Statutory Requirements.
- (c) The Trustee must not adjust a Member's benefits in a way that would cause the inclusion of this Rule to be invalid in terms of Rule 2.15."

3. Rule 9.1 is deleted from the Rules of the Plan and the following substituted:

"9.1 A Death Benefit shall be paid by the Trustee in the exercise of an absolute discretion, in such proportions as it shall think fit, to any one or more of the following persons:

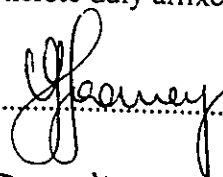
- (a) the Nominated Beneficiary provided that the Nominated Beneficiary is a Dependant of the deceased Member;
- (b) all or any of the Dependents of the deceased Member; or
- (c) the Legal Personal Representative of the deceased Member.

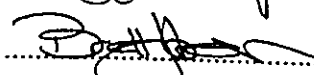
If the Trustee is satisfied that there are no such persons and no application for Probate of the Member's will or Letters of Administration has been made or is likely to be made with respect to the Member then the benefit shall be paid to a Nominated Beneficiary, if any, who is not a Dependant, if such payment is permitted by the Relevant Law. If the Trustee is unable to make a payment to any of the persons referred to in this rule, then the amount which would otherwise be payable in accordance with this rule shall be credited to:

- (d) the Forfeited Benefits Reserve, in the case of a Member of Division 1; or
- (e) the General Assets of the Plan, in the case of other Members."

IN WITNESS WHEREOF the Principal Company has executed the Deed on the date hereinbefore first written.

THE COMMON SEAL of QANTAS)
AIRWAYS LIMITED ACN 009 661 901)
was hereto duly affixed in the presence of:)

..... Director

..... Secretary

QANTAS AIRWAYS LIMITED STAFF SUPERANNUATION PLAN

THIS DEED OF AMENDMENT is made the 19th day of November 1997

BY: **QANTAS AIRWAYS LIMITED** ACN 009 661 901 a company duly incorporated and having its registered office at Level 9, Building A, Qantas Centre, 203 Coward Street, Mascot, New South Wales (the "Principal Company")

RECITALS:

- A. The Principal Company established by Declaration of Trust the **Qantas Airways Limited Staff Superannuation Plan** (the "Plan") which was administered in terms of Regulations which came into effect on 1 June 1939 as subsequently amended (the "Original Regulations").
- B. The Original Regulations were replaced by a new set of Rules by Deed of Amendment dated 21 September 1989 (the "Rules") and a further consolidated set of Rules was introduced by Deed of Amendment dated 14 June 1990.
- C. The Rules were twice consolidated by Deeds of Amendment dated 14 June 1995 and 23 August 1995 and amended by a Deeds of Amendment dated 24 August 1995, 21 February 1996 and 26 August 1996.
- D. Pursuant to Rule 2.15 of those Rules, the Principal Company may from time to time make amendments and additions to the Deed and Rules.
- E. The Principal Company is desirous of amending the Plan to make amendments to enable the recovery of surcharge from Members' benefits and to ensure that the rules of the Plan providing for the payment of death benefits reflect the requirements and restrictions of the Superannuation Industry (Supervision) legislation.

NOW THIS DEED WITNESSES that with effect from 19 November 1997 the Trust Deed and Rules of the Qantas Airways Limited Staff Superannuation Plan are amended as follows:

1. The following new definition is inserted in Rule 1.1 (in appropriate alphabetical order):

"SURCHARGE

The superannuation contributions tax and any advance instalment of the superannuation contributions tax whenever paid or payable by the Trustee under the Superannuation Contributions Tax Imposition Act 1997 and the Superannuation Contributions Tax (Assessment and Collection) Act 1997, and any like or replacement tax, charge, surcharge, levy or duty."

