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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2015

25 November 1994

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE: PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1118 of 24 June 1994 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI,
Minister of Labour.

No. R. 2016

25 November 1994

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE: PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby —

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2015

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWINGS

MEUBELNYWERHEID, WES-KAAP:
VOORSORGFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing No. R. 1118 van 24 Junie 1994 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 2016

25 November 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND:
VOORSORGFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby —

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van

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effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1997, upon the employers organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1997, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape (hereinafter referred to as the "Council").

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Industry, respectively; and
- (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonias, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and that portion of the Magis-

die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1997 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) en 6 met ingang van die tweede Maandag na publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1997 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

VOORSORGFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Cape Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland (hierna die "Raad" genoem).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is; en
- (b) in die landdrostdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Die Kaap, Fraserburg, Goodwood, Gordonias, Hay, Heidelberg (K.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuilsrivier, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester,

terial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Philipstown and Prieska.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

- (a) apply only to employees for whom minimum wages are prescribed in the Main Agreement and to the employers of such employees;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply in respect of office employees (i.e. employees referred to in clause 15 of Part II of the Main Agreement) or learners (i.e. employees referred to in clauses 10 and 12 of Part II of the Main Agreement);
- (d) not apply to any employer who carries on not more than one business within the scope of application of this Agreement who employs fewer than five employees at all times in or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Provident Fund on a voluntary basis.

(3) Notwithstanding the provisions of subclauses (1) and (2), membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall continue in force until 31 December 1997 or for such period as may be determined by him.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Labour Relations Act, 1956, or in any agreement of the Council published in terms of the Act which prescribes wages for employees in the Industry, shall have the same meaning as in such Act or in such agreement; any reference to an Act

Wynberg en die gedeelte van die landdrostdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing No. 1254 van 27 Junie 1975 in die landdrostdistrik Kuruman geval het, maar uitgesonderd die gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 in die landdrostdistrik Postmasburg geval het, Philipstown en Prieska.

(2) Ondanks subklousule (1) (a) is hierdie Ooreenkoms—

- (a) van toepassing slegs op werknemers vir wie minimum lone in die Hoof-ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is;
- (c) nie van toepassing nie ten opsigte van kantoorwerknemers (d.w.s. werknemers in klousule 15 van Deel II van die Hoof-ooreenkoms bedoel) of leerlinge (d.w.s. werknemers in klousules 10 en 12 van Deel II van die Hoof-ooreenkoms bedoel);
- (d) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en te alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou word met die doel om die getal werknemers in sodanige besigheid vas te stel: Met dien verstande voorts dat 'n werkgewer wat ingevolge hierdie paragraaf uitgesluit word en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag aan die Voorsorgfonds deel te neem.

(3) Ondanks subklousules (1) en (2) is lidmaatskap van die Fonds bedoel in klousule 4 nie verpligtend nie ten opsigte van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer aan en 'n lid van enige ander fonds is wat pensioen- of voorsorgvoordele bied en wat op genoemde datum bestaan en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of ten opsigte van die werkgewer van daardie werknemer, maar slegs gedurende die tydperk wat sodanige ander fonds in werking bly en sowel werkgewer as werknemer daaraan deelneem, en indien die voordele van sodanige ander fonds na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds gebied word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Desember 1997 of vir die tydperk wat hy vasstel.

3. WOORDOMSKRYWING

'n Uitdrukking wat in hierdie Ooreenkoms gebruyk word en omskryf word in die Wet op Arbeidsverhoudinge, 1956, of in 'n ooreenkoms van die Raad wat kragtens die Wet gepubliseer is en lone vir werknemers in die Nywerheid voorskryf, het dieselfde betekenis as in daardie Wet of in daardie oor-

shall include any amendments to such Act; and unless the contrary intention appears, words importing the masculine gender shall also include the female gender; words importing the singular shall include the plural and vice versa; further, unless inconsistent with the context, the following expressions shall have the following meanings:

"Act" means the Labour Relations Act, 1956;

"Administrator" means the person, if any, appointed by the Council in terms of clause 5 (1) (d) to perform all or any of the functions of the Committee;

"allocation account" means the account maintained by the Fund in respect of each member in terms of clause 5 (6) and "allocation accounts" shall have a corresponding meaning;

"Committee" means the committee appointed by the Council in accordance with the provisions of clause 5 (1) (a) for the purposes of the control of the assets of and the management and administration of the Fund;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 19 of the Act;

"contributions" means, in relation to any member, the amounts paid or payable by him and/or by his employer to the Fund, exclusive of interest;

"dependant" means, in relation to any member—

- (a) the spouse or dependent child of such member; or
- (b) any other person who is wholly or mainly dependent upon such member for the necessities of life and who satisfies the Committee that he is so dependent: Provided that the Committee's decision as to whom the dependants of a deceased member are shall be final;

"dependent child" means, in relation to any member, his child or legally adopted child or step-child: Provided that such child, adopted child or step-child is unmarried, is under the age of 18 years (subject to the further provisions of this paragraph) and, if the member is deceased, is dependent upon the member at the time of the member's death, and this term includes a child whom the Committee considers would have been dependent on the member had the member not died: Provided further that where the Committee so directs, the forementioned age limit may be extended—

- (a) up to the age of 23 years where such child, adopted child or step-child is a full-time student; or
- (b) indefinitely where such child is wholly dependent upon the member on medical grounds;

"deposit account" means the account opened with a bank, as the Committee may from time to time determine, in the name of the Fund and maintained in terms of clause 5 (5);

"early retirement date" means, in respect of any member, the first day of the month after the date on which the member attains the age of 55 in the case of males or 50 in the case of females, but before the normal retirement date of such member;

eenkoms; waar daar van 'n wet melding gemaak word, word ook alle wysigings aan sodanige wet bedoel; en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike geslag; en omvat woorde wat die enkelvoud aandui, ook die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"Administrateur" die persoon, indien daar een is, deur die Raad aangestel kragtens klousule 5 (1) (d) om alle of enige van die funksies van die Komitee te verrig;

"toewysingsrekening" die rekening wat deur die Fonds ten opsigte van elke lid ingevolge klousule 5 (6) bygehou word en het "toewysingsrekeninge" 'n ooreenstemmende betekenis;

"Komitee" die komitee deur die Raad aangestel ooreenkomstig klousule 5 (1) (a) vir die doeleindes van die beheer oor die bates van en die bestuur en die administrasie van die Fonds;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland, geregistreer kragtens artikel 19 van die Wet;

"bydraes", met betrekking tot 'n lid, die bedrae wat deur hom en/of deur sy werkgever aan die Fonds betaal is of betaalbaar is, uitgesonderd rente;

"afhanklike", met betrekking tot 'n lid—

- (a) die gade of afhanklike kind van sodanige lid; of
- (b) enige ander persoon wat geheel en al of hoofsaaklik van sodanige lid afhanklik is vir sy lewensbehoefte en wat die Komitee daarvan oortuig dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van 'n oorlede lid is, finaal is;

"afhanklike kind", met betrekking tot 'n lid, sy kind of wettig aangenome kind of stiefkind: Met dien verstande dat sodanige kind, aangenome kind of stiefkind onge-troud is, onder die ouderdom van 18 jaar is (onderworpe aan die verdere bepalings van hierdie paragraaf) en, indien die lid oorlede is, ten tyde van die lid se dood van die lid afhanklik is, en omvat hierdie term 'n kind wat na die mening van die Komitee van die lid afhanklik sou gewees het as die lid nie gesterf het nie: Met dien verstande voorts dat waar die Komitee dit gelas, voormelde ouderdomsperk verhoog kan word—

- (a) tot die ouderdom van 23 jaar waar sodanige kind, aangenome kind of stiefkind 'n heeltydse student is; of
- (b) tot 'n onbepaalde aantal jare waar sodanige kind om mediese redes geheel en al van die lid afhanklik is;

"depositorekening" die rekening wat by 'n bank, soos deur die Komitee van tyd tot tyd bepaal, geopen word op naam van die Fonds en ingevolge klousule 5 (5) bygehou word;

"vroë aftreedatum", met betrekking tot 'n lid, die eerste dag van die maand na die datum waarop die lid die ouderdom van 55 bereik in die geval van mans en 50 in die geval van vroue, maar voor die normal aftreedatum van sodanige lid;

"earnings" means, in relation to any member, the wage that he is receiving, but shall not include payment in respect of overtime;

"eligible employee" means—

- (a) a person employed in the Industry whose wages are prescribed in the Main Agreement; and
- (b) an apprentice to whom the Main Agreement applies, who has at least six months' employment in the Industry but who has not attained the maximum age;

"employer's credit" means, in respect of any member, the aggregate of—

- (a) the employer's contributions in respect of the member in terms of clause 8; and
- (b) investment growth on the amounts referred to in paragraph (a) at the rate determined by the Committee, credited by way of bonuses and interim bonuses declared from time to time in terms of clause 9,

credited to the member's allocation account;

"financial year" means the period of 12 calendar months ending on 31 December in each and every year;

"Fund" means the Provident Fund of the Furniture Industry of the Western Cape;

"Furniture Industry" or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry concerned with the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and includes, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing; making loose covers and/or cushions and/or curtains; and/or making and/or repairing box-spring mattresses and/or frames for upholstering; wood-machining, veneering, wood-turning and carving, in connection with the manufacture and/or repair of furniture; polishing and/or re-polishing pianos; or manufacturing and/or staining, spraying and polishing and/or re-polishing tearoom, office, church, school, bar or theatre furniture and cabinets of musical instruments and radio or wireless cabinets; and includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions; and also includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts or materials used in the construction of furniture; but excludes the manufacture of articles made principally of wicker, grass and/or cane and the manufacture of metal furniture, including the manufacture of metal bedsteads;

"verdiens" met betrekking tot 'n lid, die loon wat hy ontvang, maar omvat dit nie betaling ten opsigte van oortyd nie;

"aanneembare werknemer"—

- (a) iemand wat in die Nywerheid in diens is wie se loon in die Hoofdooreenkoms voorgeskryf word; en
- (b) 'n vakleerling op wie die Hoofdooreenkoms van toepassing is,

wat minstens ses maande lank in die Nywerheid in diens is maar nog nie die maksimum ouderdom bereik het nie;

"werkgewer se krediet", met betrekking tot 'n lid, die totaal van—

- (a) die werkgewer se bydraes ten opsigte van die lid ingevolge klousule 8; en
- (b) beleggingsgroei op die bedrae bedoel in paragraaf (a) teen die koers wat deur die Komitee vasgestel word, wat gekrediteer word by wyse van bonusse en tussentydse bonusse wat van tyd tot tyd ingevolge klousule 9 verklaar word,

waarmee die lid se toewysingsrekening gekrediteer word;

"finansiele jaar" die tydperk van 12 kalendermaande eindigende op 31 Desember van elke jaar;

"Fonds" die Voorsorgfonds van die Meubelnywerheid van Wes-Kaapland;

"Meubelnywerheid" of **"Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die Nywerheid betrokke by die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en omvat dit onder andere die volgende werksaamhede:

herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk, in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers kantore, kerke, skole, kroee of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette; en omvat dit die vervaardiging of prosesse by die vervaardiging van beddegoed, waarvan die omskrywing en vertolking alle soorte matrasse, veermatrasse, bomatrasse, kopkussings, peule en stoelkussings omvat; en omvat dit ook die werksaamhede wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en omvat dit voorts die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid verbode aan die finale voorbereiding van 'n meubelstuk vir verkoop, hetsy in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat by die konstruksie van meubels gebruik word; maar omvat dit nie die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rotang gemaak word en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels nie;

"late retirement date" means, in relation to any member, the first day of the month after the normal retirement date on which a member chooses to retire;

"Main Agreement" means any agreement of the Council, published in terms of the Act, which prescribes wages for employees in the Industry, as amended or replaced from time to time;

"maximum age" means, in respect of any member, the age of 60 years in the case of a male member and the age of 55 years in the case of a female member;

"member" means an eligible employee who becomes a member of the Fund in terms of clause 7 and who remains a member under the provisions of the Agreement;

"member's accumulated credit" means, in respect of any member, the aggregate of the member's credit and the employer's credit;

"member's credit" means, in respect of any member, the aggregate of—

- (a) the member's contributions in terms of clause 8; and
- (b) investment growth on the amounts referred to in paragraph (a) at the rate determined by the Committee, credited by way of bonuses and interim bonuses declared from time to time in terms of clause 9,

credited to the member's allocation account;

"normal wage" means the amount of money payable to an employee in terms of the Main Agreement in respect of his ordinary hours of work, or, where his employer regularly pays a member in respect of such ordinary hours of work an amount higher than that prescribed in the Main Agreement, it means such higher amount, and excludes payment in respect of overtime, any bonus or any other fringe benefit;

"normal retirement date" means the first day of the month next following or coinciding with the attainment by any member of the maximum age;

"reserve account" means the account maintained in respect of the Fund—

- (a) to which are credited the amounts referred to in clause 9 (1) (i) to (vi), and
- (b) to which are debited—
 - (i) bonuses and interim bonuses declared by the Committee from time to time in terms of clause 9 and credited to the allocation accounts, and
 - (ii) the amounts referred to in clause 9 (1) (a) to (d);

"spouse" means—

- (a) the lawful spouse of a married member; or, failing a lawful spouse
- (b) where a custom so permits and the member has more than one wife, the spouse nominated by the member with the approval of the Committee; or
- (c) the common law husband or wife of the member,

and, in the event of the death of that member, the survivor if any.

"laat aftreedatum", met betrekking tot 'n lid, die eerste dag van die maand na die normale aftreedatum wat 'n lid kies om af te tree;

"Hoofdooreenkoms" 'n ooreenkoms van die Raad, gepubliseer kragens die Wet, wat lone vir werknemers in die Nywerheid voorskryf, soos van tyd tot tyd gewysig of vervang;

"maksimum ouderdom", met betrekking tot 'n lid, die ouderdom van 60 jaar in die geval van 'n manlike lid en die ouderdom van 55 jaar in die geval van 'n vroulike lid;

"lid" 'n aanneembare werknemer wat ingevolge klousule 7 'n lid van die Fonds word en wat kragtens die bepalinge van die Ooreenkoms 'n lid bly;

"lid se opgehoopte krediet" met betrekking tot 'n lid, die totaal van die lid se krediet en die werkgever se krediet;

"lid se krediet" met betrekking tot 'n lid, die totaal van—

- (a) die lid se bydraes ingevolge klousule 8; en
- (b) beleggingsgroei op die bedrae bedoel in paragraaf (a) teen die koers wat deur die Komitee vasgestel word, wat gekrediteer word by wyse van bonusse en tussentydse bonusse wat van tyd tot tyd ingevolge klousule 9 verklaar word,

waarmee die lid se toewysingsrekening gekrediteer word;

"normale loon" die bedrag geld aan 'n werknemer betaalbaar ingevolge die Hoofdooreenkoms ten opsigte van sy gewone werkure of, waar sy werkgever 'n lid ten opsigte van sodanige gewone werkure gereeld 'n bedrag betaal wat hoër is as dié wat in die Hoofdooreenkoms voorgeskrif is, dit sodanige hoër bedrag beteken, en omvat dit nie betaling ten opsigte van oortyd, 'n bonus of enige ander byvoordeel nie;

"normale aftreedatum" die eerste dag van die maand wat volg op op saamval met die bereiking deur 'n lid van die maksimum ouderdom;

"reserwerekening" die rekening wat ten opsigte van die Fonds bygehou word—

- (a) wat gekrediteer word met die bedrae bedoel in klousule 9 (1) (i) tot (vi), en
- (b) wat gedebiteer word met—
 - (i) bonusse en tussentydse bonusse wat van tyd tot tyd ingevolge klousule 9 deur die Komitee verklaar word en waarmee die toewysingsrekening gekrediteer word; en
 - (ii) die bedrae bedoel in klousule 9 (1) (a) tot (d);

"gade"—

- (a) die wettige gade van 'n getroude lid; of, indien daar nie 'n wettige gade is nie
- (b) waar dit deur gewoonte toegelaat word en die lid meer as een vrou het, die gade wat met die goedkeuring van die Komitee deur die lid benoem is; of
- (c) die gemeenregtelike man of vrou van die lid,

en, in die geval van die dood van daardie lid, die oorewende van, indien daar is.

4. PROVIDENT FUND

(1) The Fund known as the Provident Fund of the Furniture Industry of the Western Cape established by Government Notice No. 1047 of 12 July 1963, is hereby continued.

(2) The purpose of the Fund shall be to provide benefits to members as provided for in this Agreement.

(3) The Fund shall consist of—

- (a) monies standing to the credit of the Fund at the date of coming into operation of this Agreement;
- (b) contributions of both members and their employers paid into the Fund;
- (c) the return derived from the investment of any monies of the Fund;
- (d) any other monies to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

(4) The Fund shall be capable of suing or being sued in its own name or purchasing or otherwise acquiring movable or immovable property: Provided that immovable property shall not be acquired without the approval of the Registrar in terms of clause 5 (7).

5. ADMINISTRATION

(1) (a) The control of the assets of and the management and administration of the Fund shall, subject to the provisions of this Agreement, be vested in a committee consisting of the chairman and vice-chairman of the Council together with five employer representatives and five employee representatives who shall be members of the Council and shall be appointed by the Council. The Committee shall be responsible to the Council for the performance of its duties in terms of this Agreement.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the control of the assets, the administration and the management of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or the provisions of any Act and that such rules and amendments shall have the prior approval of the Industrial Registrar. A copy of the proposed rules or any proposed amendment thereof shall be transmitted to the Director-General of Labour and shall be effective only as from the date of approval by the Industrial Registrar.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no industrial council for the Industry in the Western Cape in existence, trustees may be appointed as provided for in clause 17 (2).

(d) The Council may appoint an administrator to perform all or any of the functions of the Committee in terms of this Agreement by way of a written agreement concluded between the Council and the Administrator, which agreement shall provide—

- (i) that the Administrator shall hold office at the pleasure of the Committee;
- (ii) for the scope of the duties and responsibilities of the Administrator; and
- (iii) for the remuneration of the Administrator.

4. VOORSORGFONDS

(1) Die Fonds bekend as die Voorsorgfonds van die Meubelnywerheid van Wes-Kaapland, ingestel by Goewermementskennisgewing No. 1047 van 12 Julie 1963, word hierby voortgesit as die Voorsorgfonds van die Meubelnywerheid Wes-Kaapland.

(2) Die doel van die Fonds is om bystand aan lede te verskaf soos in hierdie Ooreenkoms bepaal.

(3) Die Fonds bestaan uit—

- (a) geld wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Fonds staan;
- (b) bydraes van lede sowel as hul werkgewers wat in die Fonds gestort word;
- (c) die opbrengs wat verkry word uit die belegging van geld van die Fonds;
- (d) alle ander gelde waarop die Fonds uit hoofde van hierdie Ooreenkoms of om enige ander rede geregtig word, of wat aan die Fonds geskenk word.

(4) Die Fonds kan in eie naam dagvaar of gedagvaar word of roerende of vaste eiendom koop of andersins verkry: Met dien verstande dat vaste eiendom nie verkry mag word sonder die goedkeuring van die Registrateur ingevolge klousule 5 (7) nie.

5. ADMINISTRASIE

(1) (a) Die beheer oor die bates van en die bestuur en administrasie van die Fonds berus, behoudens die bepalings van hierdie Ooreenkoms, by 'n komitee bestaande uit die voorsitter en ondervoorsitter van die Raad tesame met vyf werkgewervertreterwoordigers en vyf werknemervertreterwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Die Komitee is aan die Raad verantwoordelik vir die uitvoering van sy pligte ingevolge hierdie Ooreenkoms.

(b) Die Raad het die bevoegdheid om sy eie prosedure-reëls vir die Komitee voor te skryf, te verander en te wysig en om reëls wat die beheer oor die bates, die administrasie en die bestuur van die Fonds reël, op te stel, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die bepalings van enige wet is nie en dat sodanige reëls en wysigings die voorafgaande goedkeuring van die Nywerheidsregistrateur wegdra. 'n Afskrif van die voorgestelde reëls of enige voorgestelde wysiging daarvan, moet aan die Direkteur-generaal: Arbeid versend word en is van krag slegs vanaf die datum van goedkeuring deur die Nywerheidsregistrateur.

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarneem en sy bevoegdhede uitoefen, en ingeval daar geen nywerheidsraad vir die Nywerheid in Wes-Kaapland bestaan nie, kan trustees aangestel word soos by klousule 17 (2) bepaal.

(d) Die Raad kan 'n administrateur aanstel om alle of enige van die funksies van die Komitee ingevolge hierdie Ooreenkoms te verrig by wyse van 'n skriftelike ooreenkoms aangegaan tussen die Raad en die Administrateur, welke ooreenkoms—

- (i) moet bepaal dat die Administrateur sy amp na goeddunke van die Komitee beklee;
- (ii) die omvang van die pligte en verantwoordelikhede van die Administrateur moet bepaal; en
- (iii) die vergoeding van die Administrateur moet bepaal.

The Administrator shall be responsible to the Committee for the performance of his/its duties under this Agreement, save to the extent agreed otherwise by the Council.

(2) All expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.

(3) (a) The members of the Council, the members of the Committee, the officers of the Fund and the Administrator (if any) shall not be held responsible for any act which may result in loss to the Fund where such loss does not arise from the gross negligence of fraud of respectively the members of the Council, the members of the Committee, the officers of the Fund or the Administrator, as the case may be.

(b) The Committee shall arrange insurance against loss to the Fund resulting from fraud and/or dishonesty in respect of the receipt and control of monies of the Fund for such amounts as the Committee may from time to time decide.

(c) The Council and/or the Committee and/or the Administrator (if any) shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund upon the sequestration or liquidation of the employer's estate or at all.

(4) The Committee shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account as at 31 December of each year of all the revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account shall be certified by the auditor of the Fund, who shall be a public accountant, and shall, within three months after the close of the period covered by it, be transmitted to the Director-general of Labour, together with any report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be forwarded to the Council and a further copy thereof shall be available for inspection by members.

(5) The Committee shall pay all monies received on account of the Fund into the deposit account and all operations on the deposit account shall be by means of cheques or other written instruments signed on behalf of the Committee by such persons as may, from time to time, be authorised thereto by the Committee. The deposit account shall be—

- (a) credited with all amounts paid to the Fund in respect of contributions and the net income from any immovable property owned by the Fund, and
- (b) debited with all amounts transferred to the allocation accounts in respect of contributions, and
- (c) debited with all amounts transferred to the reserve account in respect of the net income from any immovable property owned by the Fund.

(6) The Committee shall keep and maintain an allocation account in respect of every member and each such account shall—

- (a) be credited with—
 - (i) all contributions paid by the member and his employer to the Fund in terms of clause 8 transferred from the deposit account in terms of subclause (5) (b); and

Die Administrateur is aan die Komitee verantwoordelik vir die uitvoering van sy pligte ingevolge hierdie Ooreenkoms, behalwe in die mate waartoe die Raad andersins ingewillig het.

(2) Alle koste wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(3) (a) Die lede van die Raad, die lede van die Komitee, die amptenare van die Fonds en die Administrateur (indien daar een is) word nie verantwoordelik gehou nie vir enige handeling wat kan lei tot 'n verlies vir die Fonds waar sodanige verlies nie voortspruit nie uit die growwe nalatigheid of bedrog van onderskeidelik die lede van die Raad, die lede van die Komitee, die amptenare van die Fonds of die Administrateur, na gelang van die geval.

(b) Die Komitee moet vir versekering teen verlies vir die Fonds ten gevolge van bedrog en/of oneerlikheid ten opsigte van die ontvangs van en beheer oor geld van die Fonds reël vir die bedrae waarop die Komitee van tyd tot tyd besluit.

(c) Die Raad en/of die Komitee en/of die Administrateur (indien daar een is) word nie verantwoordelik gehou nie vir enige bydraes deur die werkgewer afgetrek en enige bydraes deur die werkgewer verskuldig en betaalbaar wat nie by die sekwestrasie of likwidasië van die werkgewer se boedel of glad nie in die Fonds gestort is nie.

(4) Die Komitee moet toesien dat volledige en korrekte rekeninge van die Fonds bygehou word en dat 'n jaarrekening soos op 31 Desember van elke jaar van al die inkomste en uitgawes van die Fonds opgestel word asook 'n staat wat sy bates en laste toon. Elke sodanige rekening moet deur die ouditeur van die Fonds, wat 'n openbare rekenmeester moet wees, gesertifiseer word en moet binne drie maande na die eiende van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van Arbeid gestuur word, tesame met enige verslag wat gemelde ouditeur daarvoor opgestel het. 'n Afskrif van die jaarrekeninge en balansstaat moet aan die Raad gestuur word en 'n verdere afskrif daarvan moet ter insae van lede beskikbaar wees.

(5) Die Komitee moet alle gelde wat vir rekening van die Fonds ontvang word, op die depositorekening inbetaal, en alle aktiwiteite met betrekking tot die depositorekening moet geskied by wyse van tjeks of ander skriftelike dokumente namens die Komitee onderteken deur die persone wat van tyd tot tyd deur die Komitee daartoe gemagtig word. Die depositorekening moet—

- (a) gekrediteer word met alle bedrae wat aan die Fonds betaal word ten opsigte van bydraes en die netto inkomste uit enige vaste eiendom wat aan die Fonds behoort; en
- (b) gedebiteer word met alle bedrae wat ten opsigte van bydraes na die toewysingsrekeninge oorgedra word; en
- (c) gedebiteer word met alle bedrae wat na die reserwerekoning oorgedra word ten opsigte van die netto inkomste uit enige vaste eiendom wat aan die Fonds behoort.

(6) Die Komitee moet 'n toewysingsrekening ten opsigte van elke lid hou en byhou, en elke sodanige rekening moet—

- (a) gekrediteer word met—
 - (i) alle bydraes wat ingevolge klousule 8 deur die lid en sy werkgewer aan die Fonds betaal word wat ingevolge subklousule (5) (b) vanaf die depositorekening oorgedra word; en

- (ii) bonuses and interim bonuses declared from time to time and transferred from the reserve account in terms of clause 9;

(b) be debited with—

- (i) the amounts required to provide benefits to the member concerned in terms of this Agreement [save for those benefits in terms of clause 10 (6) and (7)];
- (ii) the amounts referred to in clause 10 (4) (c), which shall be credited to the reserve account.

(7) Any monies standing to the credit of the allocation accounts and any monies standing to the credit of the reserve account which are not required to meet current payments and expenses shall be invested—

- (a) in the name of the Fund through any financial institution or with a policy of insurance through a registered insurer approved by the Registrar in terms of section 21 (3) of the Act, in such manner as the financial institution or registered insurer deems fit, including investment with itself or another financial institution: Provided that the limitations prescribed in the Pension Funds Act, 1956 (which limitations are made *mutatis mutandis* applicable to investments of the Fund) are not exceeded, or

(b) in any other manner approved by the Registrar.

(8) The Committee may obtain an overdraft facility from a bank, or borrow money from any person, on such terms as it deems fit, for such sum as it approves for the purpose of completing any investment or meeting any temporary unforeseen cash shortage, and for this purpose it may give such security as it deems fit.

6. AGENTS

(1) The Council shall appoint one or more persons as agents to assist in ensuring that effect is given to the terms of this Agreement. An agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) examine orally, whether alone or in the presence of any other person, as he deems fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place and to require such employee to answer the questions put;
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and to inspect and copy the same;
- (d) require the production of and inspect, examine and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee whose wages are referred to in the Main Agreement.

The agent, when entering, inspecting or examining any such place, may take an interpreter with him.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities at his disposal to enable the agent to carry out his duties.

- (ii) bonusse en tussentydse bonusse wat ingevolge klousule 9 van tyd tot tyd verklaar word en vanaf die reserwerekening oorgedra word;

(b) gedebiteer word met—

- (i) die bedrae wat nodig is om ingevolge hierdie Ooreenkoms bystand aan die betrokke lid te verskaf [behalwe die bystand ingevolge klousule 10 (6) en (7)];
- (ii) die bedrae bedoel in klousule 10 (4) (c), waarmee die reserwerekening gekrediteer moet word.

(7) Geld wat in die krediet van die toewysingsrekening en geld wat in die krediet van die reserwerekening staan wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word—

- (a) op naam van die Fonds deur middel van enige finansiële instelling of met 'n versekeringspolis deur middel van 'n geregistreerde versekeraar goedgekeur deur die Registrateur ingevolge artikel 21 (3) van die Wet, op die wyse wat die finansiële instelling of geregistreerde versekeraar goedgevind, insluitende belegging by homself of by 'n ander finansiële instelling: Met dien verstande dat die beperkinge voorgeskryf in die Wet op Pensioenfondse, 1956 (welke beperkinge *mutatis mutandis* van toepassing gemaak word op beleggings van die Fonds), nie oorskry word nie; of

(b) op enige ander wyse wat die Registrateur goedkeur.

(8) Die Komitee kan op die voorwaardes wat hy goedgevind 'n oortrekkingsfasiliteit by 'n bank verkry, of geld by enige persoon leen, vir die bedrag wat hy goedkeur, met die doel om enige belegging te voltooi of enige tydelike onvoorsiene kontanttekort te dek, en vir hierdie doel kan hy die sekuriteit verskaf wat hy goedgevind.

6. AGENTE

(1) Die Raad moet een of meer persone as agent aanstel om te help verseker dat hierdie Ooreenkoms geïmplementeer word. 'n Agent het die reg om—

- (a) te eniger tyd enige perseel of plek waar die Nywerheid beoefen word, te betree, te inspekteer en te ondersoek as hy redelike gronde het om aan te neem dat iemand daarin werksaam is;
- (b) elke werknemer wat hy in of in die omgewing van die perseel of plek vind na goeddunke alleen of in die teenwoordigheid van enige ander persoon mondeling te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en om van sodanige werknemer te eis om die vrae wat gestel word, te beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak;
- (d) te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike loon wat betaal is aan 'n werknemer wie se loon in die Hoofdooreenkoms vermeld word, getoon word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

Wanneer die agent so 'n plek betree, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie hierdie Ooreenkoms bindend is, moet alle fasiliteite tot sy beskikking aan die agent verleen ten einde die agent in staat te stel om sy pligte uit te voer.

7. MEMBERSHIP

- (1) Every eligible employee shall be a member of the Fund.
- (2) A member shall cease to be a member if—
 - (a) he dies or becomes permanently incapacitated;
 - (b) he has attained the maximum age, but in such event his membership may, in the discretion of the Committee, be extended on application by him if he continues to be employed in the Industry, subject to the consent of his employer;
 - (c) he has not been in employment in the Industry for six consecutive calendar months: Provided that in any particular case arising from illness, permanent incapacity or residence outside the Republic of South Africa, the Committee may, in its sole discretion, reduce or extend the said period of six months;
 - (d) he resigns from membership after ceasing to have been employed in the Industry and ceasing to be an eligible employee.

8. CONTRIBUTIONS

- (1) Every member shall, while he is an employee in the Industry, contribute to the Fund in respect of each week of his employment an amount equivalent to 4 per cent of his normal wage per week: Provided that no contribution shall be made in respect of any week if the earnings of the member for such week do not exceed (two-fifths) of his normal wage per week. The contributions made in terms of this subclause shall be deducted from the member's wage by his employer.
- (2) Every employer shall contribute to the Fund in respect of each week a sum equal to the contributions made by his employees.
- (3) The contributions payable in terms of subclauses (1) and (2) shall be paid by the employers to the Council for the account of the Fund not later than the 15th day of the month following the month for which the contributions were made.
- (4) An employer who is in arrear with payments due in terms of subclause (3) and who fails, after having been warned by the Council, to forward the outstanding amounts within (seven) days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts due in terms of this clause week by week so to reach the Council not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this subclause have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in subclause (3).
- (5) Should any amount due in terms of this clause not be received by the Council by the date stipulated in subclause (3), the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid, as the case may be, at the rate prescribed by the Prescribed Rate of Interest Act, 1975, calculated from the due date for payment in terms of subclause (3) until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute

7. LIDMAATSKAP

- (1) Elke aanneembare werknemer moet 'n lid van die Fonds wees.
- (2) 'n Lid hou op om 'n lid te wees as—
 - (a) hy sterf of blywend ongeskik raak;
 - (b) hy die maksimum ouderdom bereik het, maar in daardie geval, onderworpe aan die toestemming van sy werkgever, kan sy lidmaatskap na goeëddunke van die Komitee op aansoek van die lid verleng word indien hy in die Nywerheid in diens bly;
 - (c) hy ses opeenvolgende kalendermaande nie in die Nywerheid in diens was nie: Met dien verstande dat in 'n besondere geval voortspruitende uit siekte, blywende ongeskiktheid of woonagtigheid buite die Republiek van Suid-Afrika, die Komitee geheel na eie goeëddunke gemelde tydperk van ses maande kan verkort of verleng;
 - (d) hy as lid bedank nadat hy opgehou het om in die Nywerheid in diens te wees en opgehou het om 'n aanneembare werknemer te wees.

8. BYDRAES

- (1) Elke lid moet, solank hy 'n werknemer in die Nywerheid is, ten opsigte van elke week van sy diens 'n bedrag gelyk aan 4 persent van sy normale loon per week tot die Fonds bydrae: Met dien verstande dat geen bydrae ten opsigte van 'n week betaal word nie indien die verdienste van die lid vir sodanige week nie meer as twee vyfdes van sy normale loon per week is nie. Die bydraes ingevolge hierdie subklousule betaalbaar, moet deur sy werkgever van die lid se loon afgetrek word.
- (2) Elke werkgever moet ten opsigte van elke week 'n bedrag tot die Fonds bydra wat gelyk is aan die bydraes van sy werknemers.
- (3) Die bydraes betaalbaar ingevolge subklousules (1) en (2) moet voor of op die 15de dag van die maand wat volg op die maand waarvoor die bydraes betaal is, deur die werkgevers aan die Raad vir rekening van die Fonds betaal word.
- (4) 'n Werkgever wat met betalings ingevolge subklousule (3) verskuldig, agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae na sodanige waarskuiwing aan te stuur, moet, wanneer hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae ingevolge hierdie klousule verskuldig, week na week verstrek sodat dit die Raad bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgever op wie hierdie subklousule toegepas is, kan slegs nadat skriftelik deur die Raad in kennis gestel is, daartoe terugkeer om die bedrae betaalbaar ingevolge hierdie klousule, te betaal op die maandelikse grondslag soos by subklousule (3) bepaal.
- (5) Indien die Raad 'n bedrag ingevolge hierdie klousule verskuldig, nie teen die datum bepaal in subklousule (3) ontvang nie, is die werkgever onverwyld aanspreeklik vir en verplig tot die betaling van rente op sodanige bedrag of op die mindere bedrag wat nog nie betaal is nie, na gelang van die geval, teen die koers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, 1975, bereken vanaf die betaaldatum ingevolge subklousule (3) tot die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad

discretion to waive payment of such interest or any part thereof in any individual instance. In the event of the Council incurring any costs or becoming liable to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature on the scale as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the amount due.

(6) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of (six) months from the date of such payment.

(7) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Committee may set off the amount of the benefit so paid—

- (a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Fund to the said member.

9. BONUSES

(1) As at each financial year end, the surplus (if any) of the Fund shall be the surplus in the reserve account, which surplus shall be calculated by deducting the total of—

- (a) the expenses for the administration of the Fund up to and including the date of the financial year end;
- (b) any benefits (whether by way of bonus or interim bonus) credited to the allocation accounts of members who received benefits during that year;
- (c) any benefits paid to dependants of deceased members in terms of clause 10 (6) or (7);
- (d) such monies that have been paid to members as increased benefits under clause 10 (9) and such monies that have been repaid to past members which were previously forfeited in terms of clause 10 (10) (b),

from the sum of the following accruals during the previous year, namely—

- (i) return on investments;
- (ii) amounts transferred to the reserve account in terms of clause 10 (4) (c);
- (iii) any other monies to which the Fund may become entitled in terms of clause 4 (3) (d);
- (iv) any amounts forfeited and to which the Fund may become entitled in terms of clause 8 (6);
- (v) any unclaimed benefits to which the Fund may become entitled in terms of clause 10 (10); and
- (vi) any balance carried forward from the previous financial year.

daarop geregtig is om geheel na goeddunke die betaling van sodanige rente of 'n gedeelte daarvan, in 'n individuele geval kwyt te skeld. Ingeval die Raad koste aangaan of aanspreeklik word om invorderingskommissie te betaal van vanweë die werkgewer se versuim om voor of op die betaaldatum 'n betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al op die skaal soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal, en is die Raad daarop geregtig om geheel na goeddunke enige betaling deur die werkgewer aan te wend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die verskuldigde bedrag.

(6) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(7) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Komitee die bedrag van die bystand wat aldus betaal is, verreken—

- (a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en
- (b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig word.

9. BONUSSE

(1) Aan die einde van elke finansiële jaar moet die surplus (as daar is) van die Fonds die surplus in die reserwerekening wees, welke surplus bereken word deur die totale bedrag van—

- (a) die uitgawes vir die administrasie van die Fonds tot en met die datum van die einde van die finansiële jaar;
- (b) enige bystand (hetsy by wyse van bonus of tussen-tydse bonus) gekrediteer op die toewysingsrekening van lede wat bystand gedurende daardie jaar ontvang het;
- (c) enige bystand wat ingevolge klousule 10 (6) of (7) aan afhanklikes van oorlede lede betaal is;
- (d) die gelde wat kragtens klousule 10 (9) as verhoogde bystand aan lede betaal is en die gelde wat voorheen ingevolge klousule 10 (10) (b), verbeur was maar aan voormalige lede terugbetaal is,

af te trek van die som van die bedrae wat gedurende die vorige jaar opgeloop het, naamlik—

- (i) opbrengs op beleggings;
- (ii) bedrae wat ingevolge klousule 10 (4) (c) na die reserwerekening oorgedra is;
- (iii) alle ander gelde waarop die Fonds ooreenkomstig klousule 4 (3) (d) geregtig word;
- (iv) enige bedrae wat verbeur is en waarop die Fonds ingevolge klousule 8 (6) geregtig word;
- (v) enige onopgeëiste bystand waarop die Fonds ingevolge klousule 10 (10) geregtig word; en
- (vi) enige saldo oorgebring vanaf die vorige finansiële jaar.

(2) in the event of a surplus being obtained in the manner prescribed in subclause (1), the Committee shall declare a bonus to be credited to the allocation accounts, which bonus shall be proportionate to the amounts of the member's credits as at the financial year end concerned and, in respect of each member, shall be divided proportionately between the member's credit and the employer's credit in respect of each member. The aggregate amount of the bonus shall be determined by the Committee in its sole discretion after taking into consideration the interests of the members and provisions for expenses of the Fund for the following year. The Committee may also in its sole discretion determine an interim bonus pending the next bonus declaration.

(3) The Committee shall be entitled to appoint an actuary to calculate the bonus in accordance with the provisions of this Agreement, the costs of which actuary shall be borne by the Fund.

10. BENEFITS

(1) A member shall subject to the further provisions of this clause be entitled to payment of the benefits accrued to him in terms of this Agreement—

- (a) on retirement on the normal retirement date; or
- (b) on retirement on the early retirement date; or
- (c) on retirement on the late retirement date; or
- (d) on retirement on the ground of permanent incapacitation on the ground of ill health; or
- (e) if he leaves the industry.

(2) (a) A member who retires on—

- (i) the normal retirement date; or
- (ii) the early retirement date, subject to him having given the Committee three months' prior written notice of his retirement and having received the consent of his employer and the Committee; or
- (iii) the late retirement date, subject to the consent of his employer and the Committee,

shall be entitled to payment of a lump sum retirement benefit, the amount of which shall be equal to the member's accumulated credit.

(b) In lieu of the lump sum retirement benefit provided for in terms of paragraph (a), a member may apply such lump sum retirement benefit in the purchase of a pension from a registered insurer or insurers.

(3) (a) A member who retires on the ground that he is permanently incapacitated as a result of ill health, shall be entitled to payment of a lump sum retirement benefit, the amount of which shall be equal to the member's accumulated credit: Provided that in order to obtain the benefit in terms of this subclause, the member shall first have furnished the Committee with satisfactory medical evidence of such incapacitation.

(b) The Committee shall be entitled to require the member to be medically examined by a medical officer nominated by it to determine whether the member has been permanently incapacitated, the cost of which examination shall be borne by the Fund.

(c) In lieu of the lump sum retirement benefit provided for in terms of paragraph (a), a member may apply such lump sum retirement benefit in the purchase of a pension from a registered insurer or insurers.

(2) Indien 'n surplus verkry word op die wyse voorgeskryf by subklousule (1), moet die Komitee 'n bonus verklaar wat op die toewysingsrekening gekrediteer moet word, welke bonus in verhouding moet wees tot die bedrae van die lid se krediete soos aan die einde van die betrokke finansiële jaar, en ten opsigte van elke lid na verhouding verdeel moet word tussen die lid se krediet en die werkgever se krediet ten opsigte van elke lid. Die totale bedrag van die bonus moet deur die Komitee geheel na eie goeddunke vasgestel word na inagneming van die belange van die lede en voorsiening vir uitgawes van die Fonds vir die volgende jaar. Die Komitee kan ook geheel na eie goeddunke 'n tussentydse bonus vasstel in afwagting van die volgende bonusverklaring.

(3) Die Komitee is daarop geregtig om 'n aktuaris aan te stel om die bonus ooreenkomstig die bepalings van hierdie Ooreenkoms te bereken, en die koste van die aktuaris word deur die Fonds gedra.

10. BYSTAND

(1) 'n Lid is behoudens die verdere bepalings van hierdie klousule, op die betaling van die bystand wat vir hom ingevolge hierdie Ooreenkoms opgehoop het, geregtig—

- (a) by aftrede op die normale aftreedatum; of
- (b) by aftrede op die vroeë aftreedatum; of
- (c) by aftrede op die laat aftreedatum; of
- (d) by aftrede op grond van blywende ongeskiktheid weens swak gesondheid; of
- (e) indien hy die Nywerheid verlaat.

(2) (a) 'n Lid wat aftree op—

- (i) die normale aftreedatum; of
- (ii) die vroeë aftreedatum, onderworpe daaraan dat hy aan die Komitee drie maande voorafgaande skriftelike kennis van sy aftrede gegee het en die toestemming van sy werkgever en die Komitee verkry het; of
- (iii) die laat aftreedatum, onderworpe aan die toestemming van sy werkgever en die Komitee,

is geregtig op die betaling van enkelbedragaftreebystand waarvan die bedrag gelyk is aan die lid se opgehoopde krediet.

(b) In plaas van die enkelbedrag-aftreebystand bepaal ingevolge paragraaf (a), kan 'n lid sodanige enkelbedrag-aftreebystand aanwend vir die koop van 'n pensioen van 'n geregistreerde versekeraar of versekeraars.

(3) (a) 'n Lid wat aftree op grond daarvan dat hy blywend ongeskik is weens swak gesondheid, is geregtig op die betaling van enkelbedrag-aftreebystand waarvan die bedrag gelyk is aan die lid se opgehoopde krediet: Met dien verstande dat, ten einde die bystand ingevolge hierdie subklousule te verkry, die lid eers bevredigende mediese getuienis van sodanige ongeskiktheid aan die Komitee moet verstrek.

(b) Die Komitee is daarop geregtig om van die lid te vereis om mediese ondersoek te word deur 'n mediese beampte wat deur die Komitee benoem is om vas te stel of die lid blywend ongeskik is, en die koste van sodanige ondersoek word deur die Fonds gedra.

(c) In plaas van die enkelbedrag-aftreebystand bepaal ingevolge paragraaf (a), kan 'n lid sodanige enkelbedrag-aftreebystand aanwend vir die koop van 'n pensioen van 'n geregistreerde versekeraar of versekeraars.

(4) (a) In the event that the member ceases to be employed in the Industry prior to the early retirement date, neither he nor his employer shall be required to make any further contributions in terms of clause 8 and a lump sum benefit shall become payable to him not more than six months after the date on which he leaves the Industry.

(b) The benefit payable to the member in terms of paragraph (a) shall be equal to—

- (i) the member's credit, plus
- (ii) an additional amount representing a percentage of the employer's credit determined in accordance with the following scale:

Completed years in the Industry	Percentage of employer's credit in respect of member
Less than 3 years	0%
3 years or more but less than 4 years.....	10%
4 years or more but less than 5 years.....	20%
5 years or more but less than 6 years.....	30%
6 years or more but less than 7 years.....	40%
7 years or more but less than 8 years.....	50%
8 years or more but less than 9 years.....	60%
9 years or more but less than 10 years.....	70%
10 years or more but less than 11 years.....	80%
11 years or more but less than 12 years.....	90%
12 years or more	100%

(c) If a member is entitled to less than 100 per cent of the employer's credit in terms of paragraph (b) (ii), the balance shall be credited to the reserve account.

(5) (a) In the event that a member dies whilst employed in the Industry, a lump sum benefit equal to the member's accumulated credit shall become payable in terms of the provisions of this subclause.

(b) The benefit referred to in paragraph (a) shall be payable as follows:

- (i) To the member's dependants in such proportions as the member may have notified the Committee or, alternatively, in such proportions as the Committee deems equitable; or
- (ii) to the member's dependants and such persons as may have been nominated by the member in such proportions as the Member may have nominated to the Committee or, alternatively, in such proportions as the Committee deems equitable; or
- (iii) if the member has no dependants, to any person nominated in writing by the member to the Committee.

(c) If the Management Committee does not become aware of or cannot trace any dependant of a member within 12 months of the death of the member and if the member has not designated a nominee, or if the member's designation of a nominee, for whatever reason, is no longer in force, or if the member has designated in writing to the Management Com-

(4) (a) Indien die lid se diens in die Nywerheid voor die vroeë aftreedatum tot 'n einde kom, is nóg hy nóg sy werk-gewer verplig om enige verdere bydraes ingevolge klousule 8 te betaal en enkelbedragbystand word nie later nie as ses maande na die datum waarop hy die Nywerheid verlaat, aan hom betaalbaar.

(b) Die bystand aan die lid betaalbaar ingevolge paragraaf (a) is gelyk aan—

- (i) die lid se krediet, plus
- (ii) 'n addisionele bedrag wat 'n persentasie van die werk-gewer se krediet verteenwoordig wat ooreen-komstig die volgende skaal vasgestel word:

Voltooide jare in die Nywerheid	Persentasie van werk-gewer se krediet ten opsigte van lid
Minder as 3 jaar	0%
3 jaar of meer maar minder as 4 jaar	10%
4 jaar of meer maar minder as 5 jaar	20%
5 jaar of meer maar minder as 6 jaar	30%
6 jaar of meer maar minder as 7 jaar	40%
7 jaar of meer maar minder as 8 jaar	50%
8 jaar of meer maar minder as 9 jaar	60%
9 jaar of meer maar minder as 10 jaar.....	70%
10 jaar of meer maar minder as 11 jaar.....	80%
11 jaar of meer maar minder as 12 jaar.....	90%
12 jaar of meer	100%

(c) Indien 'n lid geregtig is op minder as 100 persent van die werk-gewer se krediet ingevolge paragraaf (b) (ii), word die reserwerekening met die saldo gekrediteer.

(5) (a) Indien 'n lid sterf terwyl hy in die Nywerheid in diens is, word enkelbedragbystand gelyk aan die lid se opge-hoopte krediet ingevolge hierdie subklousule betaalbaar.

(b) Die bystand bedoel in paragraaf (a) is soos volg betaalbaar:

- (i) Aan die lid se afhanklikes in die verhoudings wat die lid aan die Komitee meegedeel het of, alternatief, in die verhoudings wat die Komitee billik ag; of
- (ii) aan die lid se afhanklikes en die persone wat deur die lid benoem is in die verhoudings wat die lid aan die Komitee aangewys het of, alternatief, in die verhou-dings wat die Komitee billik ag; of
- (iii) indien die lid geen afhanklikes het nie, aan enige persoon wat skriftelik deur die lid aan die Komitee benoem is.

(c) Indien die Bestuurskomitee nie binne 12 maande na die dood van 'n lid bewus word van 'n afhanklike van die lid of hom/haar kan opspoor nie en indien die lid nie 'n benoemde aangewys het nie, of indien die lid se aanwysing van 'n benoemde om watter rede ook al nie meer van krag is nie, of indien die lid skriftelik aan die Bestuurskomitee 'n benoemde

mittee a nominee to receive a portion of the benefit after payment to the designated nominee, the benefit or the remaining portion of the benefit shall be paid into the member's estate, or if no inventory in respect of the member has been received by the Master of the Supreme Court, into the Guardian's Fund.

(6) On the death of a member, whether or not any other benefits may be payable in terms of this Agreement—

- (a) his dependants shall together be paid a mortality benefit of R3 000;
- (b) if he has no dependants but is survived by either or both of his parents, a mortality benefit of R3 000 shall be paid to both of his parents or the survivor of them;
- (c) if he has no dependants and neither of his parents survives him, a mortality benefit of R3 000 shall be paid to one individual beneficiary which the member has nominated as such in writing to the Committee, the member being entitled to revoke and replace any such nomination at any time prior to his death by written notice to that effect given to the Committee:

Provided that the total amount payable in terms of subclause (6) (b) shall not exceed R3 000.

(7) (a) On the death of a member's spouse or dependent child over the age of 14 years predeceasing the member, the member shall be paid a mortality benefit of R3 000 in each case.

(b) On the death of a dependent child between the ages of six and 14 predeceasing the member, the member shall be paid a mortality benefit of R1 500 in each case.

(c) On the death of a dependent child under the age of six predeceasing the member or in the event of a stillborn baby being born to a member, the member shall be paid a mortality benefit of R750.

(8) Notwithstanding anything to the contrary contained in subclauses (6) and (7), no payment in terms thereof shall be made unless application therefor is made within a period of 12 months from the date of the death of the member or dependant concerned.

(9) Notwithstanding anything to the contrary contained in this Agreement, the Committee may in its sole discretion grant larger or additional benefits to members who, because of illness or permanent incapacity, are unable to continue their membership of the Fund. The Committee may also grant additional benefits to members who, in the opinion of the Council, have served the Industry faithfully.

(10) (a) In the event of a person who has become entitled to benefits in terms of this Agreement failing to apply for such benefit within 12 months of the date on which he became entitled to such benefits, the Committee shall insert an advertisement in three successive issues of an English language and an Afrikaans language daily newspaper circulating in the Republic, one of which shall be a newspaper circulating in the area in which the member in respect of whom the benefit is due was normally resident at the time when such benefit became due, stating the name and last known place of work of the member and the fact that certain benefits are due, and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to

aangewys het wat 'n gedeelte van die bystand moet ontvang nadat betaling aan die aangewese benoemde geskied het, word die bystand of die oorblywende gedeelte van die bystand in die lid se boedel inbetaal, of indien geen inventaris ten opsigte van die lid deur die Meester van die Hooggeregshof ontvang is nie, in die Voogdyfonds.

(6) By die dood van 'n lid, ongeag of enige ander bystand ingevolge hierdie Ooreenkoms betaalbaar is al dan nie—

- (a) word aan sy afhanklikes saam sterftebystand van R3 000 betaal;
- (b) word, indien hy geen afhanklikes het nie maar deur enigeen van of albei sy ouers oorleef word, sterftebystand van R3 000 aan albei sy ouers of die oorlewende ouer betaal;
- (c) word, indien hy geen afhanklikes het nie en geeneen van sy ouers hom oorleef nie, sterftebystand van R3 000 betaal aan 'n enkele individuele begunstigde wat as sodanig skriftelik deur die lid aan die Komitee benoem is, die lid synde daarop geregtig om so 'n benoeming by skriftelike kennisgewing te dien effekte aan die Komitee te eniger tyd voor sy dood te herroep en te vervang:

Met dien verstande dat die totale bedrag betaalbaar ingevolge subklousule (6) (b) nie R3 000 oorskry nie.

(7) (a) By die dood van 'n lid se gade of afhanklike kind bo die ouderdom van 14 jaar wat voor die lid te sterwe kom, word aan die lid in elke geval sterftebystand van R3 000 betaal.

(b) By die dood van 'n afhanklike kind tussen die ouderdomme van ses en 14 jaar wat voor die lid te sterwe kom, word aan die lid in elke geval sterftebystand van R1 500 betaal.

(c) By die dood van 'n afhanklike kind onder die ouderdom van ses jaar wat voor die lid te sterwe kom of indien 'n doodgebore baba vir 'n lid gebore is, word aan die lid sterftebystand van R750 betaal.

(8) Ondanks andersluidende bepalings vervat in subklousules (6) en (7) geskied geen betaling ingevolge daarvan nie tensy aansoek daarom binne 'n tydperk van 12 maande vanaf die datum van die dood van die betrokke lid of afhanklike gedoen word.

(9) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms kan die Komitee geheel na eie goeddunke groter of bykomende bystand toestaan aan lede wat weens siekte of blywende ongeskiktheid nie in staat is om hul lidmaatskap van die Fonds voort te sit nie. Die Komitee kan ook bykomende bystand toestaan aan lede wat na die mening van die Raad die Nywerheid getrou gedien het.

(10) (a) Indien iemand wat ingevolge hierdie Ooreenkoms op bystand geregtig geword het, versuim om binne 12 maande na die datum waarop hy op sodanige bystand geregtig geword het aansoek daarom te doen, moet die Komitee 'n advertensie plaas in drie opeenvolgende uitgawes van 'n Engelstalige en 'n Afrikaanstalige dagblad wat in die Republiek versprei word, waarvan een 'n dagblad is wat versprei word in die gebied waarin die lid ten opsigte van wie die bystand verskuldig is, normaalweg gewoon het op die tydstip toe sodanige bystand verskuldig geword het. In die advertensie moet vermeld word die naam en laaste bekende werkplek van die lid en die feit dat sekere bystand verskuldig is, en daarin moet 'n beroep op sodanige lid of sy afhanklikes gedoen word om eise om sodanige bystand in te dien binne

furnish full details of the ground upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or, if no claims is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such monies as may be due to the member, less the cost of advertising, as it deems fit.

(b) Should no claim have been received from a member or his dependants within such period of three months, the benefits shall be forfeited to the Fund: Provided that the Committee shall consider any claim received after the expiry of the said period and may in its discretion make an ex gratia grant not exceeding the amount of such benefits to such person or, in the event of his death, to his dependants or estate.

11. HOUSING BENEFITS

(1) The Committee may in its sole discretion grant housing loans to members from the Fund to enable or assist any such member—

(a) to purchase his own home, and to this end—

- (i) to pay the purchase price and transfer costs for unimproved immovable property purchased or to be purchased by the member for the immediate purpose of erecting thereon a house which will serve as the member's home, including the payment of any deposit in terms of the agreement to purchase;
- (ii) to pay the purchase price and transfer costs for immovable property purchased or to be purchased by the member upon which is erected a house which will serve as the member's home, including the payment of any deposit in terms of the agreement to purchase;
- (iii) to pay the costs of improving unimproved immovable property owned by the member by erecting thereon a house which will serve as the member's home, including the costs of purchasing building materials therefor;
- (iv) to pay the costs of the setting up of an informal structure on immovable property owned, hired or otherwise lawfully occupied by the member, including the cost of purchasing building materials therefor;
- (v) to pay the costs of the siting and servicing of a plot owned by the member; or

(b) to effect the following improvements to improved immovable property owned by the member upon which is erected a house serving as the member's home, namely the payment of the costs of—

- (i) extensions to the house, including the erection of a garage;
- (ii) the erection, plastering and painting of dry or wet walls (so long as such walls are to serve a permanent purpose);

'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie, en om volle besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Komitee moet na die laaste datum waarop eise ingedien kan word, sodanige eise, oorweeg en moet aan 'n lid of, indien geen eis van 'n lid ontvang word nie, aan sy afhanklikes wat eise ingedien het op die wyse hierin voorgeskryf, sodanige gelde wat aan die lid verskuldig is, min die advertensiekoste, betaal as wat hy goeddink.

(b) Indien geen eis binne sodanige tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, word die bystand aan die Fonds verbeur: Met dien verstande dat die Komitee enige eis moet oorweeg wat na die verstryking van genoemde tydperk ontvang word en na goeddunke in ex gratia-betaling wat hoogstens die bedrag van sodanige bystand uit maak, aan sodanige persoon kan toestaan of, indien hy oorlede is, aan sy afhanklikes of boedel.

11. BEHUISINGSVOORDELE

(1) Die Komitee kan geheel na eie goeddunke uit die Fonds behuisingslenings aan lede toestaan ten einde so 'n lid in staat te stel of by te staan—

(a) om sy eie huis aan te koop, en om te dien einde—

- (i) die aankoopprys en oordragkoste te betaal vir onverbeterde vaste eiendom wat deur die lid aangekoop is of aangekoop gaan word met die onmiddellike doel om 'n huis daarop op te rig wat as die lid se woning sal dien, insluitende die betaling van enige deposito kragtens die koop-ooreenkoms;
- (ii) die aankoopprys en oordragkoste te betaal vir vaste eiendom wat deur die lid aangekoop is of aangekoop gaan word en waarop 'n huis opgerig is wat as die lid se woning sal dien, insluitende die betaling van enige deposito kragtens die koop-ooreenkoms;
- (iii) die koste te betaal om onverbeterde vaste eiendom in die lid se besit te verbeter deur 'n huis daarop op te rig wat as die lid se woning sal dien, insluitende die koste verbonde aan die aankoop van boumateriaal daarvoor;
- (iv) die koste te betaal verbonde aan die oprigting van 'n informele struktuur op vaste eiendom wat deur die lid besit, gehuur of andersins wettiglik beset word, insluitende die koste verbonde aan die aankoop van boumateriaal daarvoor;
- (v) die koste te betaal verbonde aan die uitleg en diensverskaffing ten opsigte van 'n erf wat deur die lid besit word; of

(b) om die volgende verbeterings aan te bring aan verbeterde vaste eiendom wat deur die lid besit word en waarop 'n huis opgerig is wat as die lid se woning dien, naamlik die betaling van die koste verbonde aan—

- (i) aanbouings aan die huis, insluitende die oprigting van 'n garage;
- (ii) die oprigting, pleister en verf van droë of nat mure (mits sodanige mure aan 'n permanente doel moet beantwoord);

- (iii) the installation of water and electricity services, including hot water apparatus;
- (iv) such other home improvements and home repairs as the Committee may approve from time to time,

subject to the further provisions of this clause.

(2) No such loan or loans shall—

- (a) exceed the total amount of the member's benefit to which he would have been entitled in terms of clause 10 (4) (b) upon the cessation of his employment at the time of the making of the loan, less provision for taxation payable if payment of such a benefit had been made to the member; or
- (b) be granted unless and until such member pledges in writing to the Fund his claim to the member's credit or such part thereof as the Committee in its discretion may decide; or
- (c) be granted for more than one home;

and any such loan shall be subject to such terms and conditions as to repayment and otherwise as may be laid down by the Committee from time to time and at any time.

(3) For the purposes of this clause, "loan value" shall mean the total amount of the member's benefit to which he would have been entitled in terms of clause 10 (4) (b) upon the cessation of his employment at the time of the making of the loan, less the amount of any outstanding previous loan or loans that may have been made to such member from the Fund plus repayments of such previous loan or loans. Notwithstanding any provisions to the contrary contained in this clause—

- (a) only members who have a loan value of at least R2 000 shall qualify for a loan;
- (b) no loan to a member shall exceed 80% on the member's loan value; and
- (c) the Committee shall not approve a loan to a member which, based on projections approved by an actuary, will result in the member receiving a benefit on retirement which is less than 50% of the member's retirement benefit on his normal retirement date had the loan not been made.

(4) The minimum amount of any loan to a member shall be R500.

(5) The member shall submit a certified copy of the agreement to purchase and/or proof of expenses and/or quotations as the case may be, to the Committee with his application for a loan. All advances of loans shall be made by means of cheques drawn by the Committee in favour of the seller and/or the supplier, as the case may be, on the following conditions, where applicable:

- (a) The furnishing of proof of purchase of materials and delivery thereof;
- (b) the furnishing of proof that the contracted work has been completed;
- (c) the furnishing of a copy of relevant contracts furnished to the Committee;
- (d) the furnishing of proof that the plan for the house or improvements has been drawn up and approved by the relevant local authority;

- (iii) die installering van water- en elektrisiteitsdienste, insluitende warmwatertoestelle;
- (iv) sodanige ander huisverbeterings en huisherstelwerk as wat die Komitee van tyd tot tyd goedkeur,

onderworpe aan die verdere bepalings van hierdie klousule.

(2) Geen sodanige lening of lenings mag—

- (a) meer wees nie as die totale bedrag van die lid se bystand waarop hy ingevolge klousule 10 (4) (b) by diensbeëindiging ten tyde van die aangaan van die lening geregtig sou gewees het, min voorsiening vir belasting betaalbaar indien sodanige bystand aan die lid betaal was; of
- (b) toegestaan word nie tensy en voordat sodanige lid sy eis in die lid se krediet of die gedeelte daarvan wat die Komitee na goeddunke bepaal, skriftelik aan die Fonds verpand; of
- (c) vir meer as een woning toegestaan word nie;

en so 'n lening is onderworpe aan die bepalings en voorwaardes ten opsigte van terugbetaling en andersins wat van tyd tot tyd en te eniger tyd deur die Komitee voorgeskryf word.

(3) Vir die doeleindes van hierdie klousule, beteken "leningswaarde" die totale bedrag van die lid se bystand waarop hy ingevolge klousule 10 (4) (b) by diensbeëindiging ten tyde van die aangaan van die lening geregtig sou gewees het, min die bedrag van enige uitstaande vorige lening of lenings wat uit die Fonds aan sodanige lid gemaak is, plus terugbetalings van sodanige vorige lening of lenings. Ondanks andersluidende bepalings in hierdie klousule—

- (a) kwalifiseer slegs lede wat 'n leningswaarde van minstens R2 000 het, vir 'n lening;
- (b) mag geen lening aan 'n lid 80% van die lid se leningswaarde oorskry nie; en
- (c) mag die Komitee nie 'n lening aan 'n lid goedkeur nie wat, gebaseer op projeksies goedgekeur deur 'n aktuaris, daarop uitloop dat die lid bystand by aftrede ontvang wat minder is as 50% van die lid se aftrededebiet op sy normale aftreedatum indien die lening nie gemaak was nie.

(4) Die minimum bedrag van enige lening aan 'n lid is R500.

(5) Die lid moet 'n gesertifiseerde afskrif van die koop-ooreenkoms en/of bewys van die uitgawes en/of kwotasies, na gelang van die geval, by die Komitee indien saam met sy aansoek om 'n lening. Alle voorskotte van lenings moet deur middel van tjeks gemaak word wat deur die Komitee ten gunste van die verkoper en/of die verskaffer, na gelang van die geval, getrek word op die volgende voorwaardes, waar van toepassing:

- (a) Bewyslewering van die aankoop en aflewering van materiaal;
- (b) bewyslewering dat die gekontrakteerde werk voltooi is;
- (c) die verstrekking van 'n afskrif van toepaslike kontrakte wat aan die Komitee voorgelê is;
- (d) bewyslewering dat die toepaslike plaaslike owerheid die plan vir die huis of verbeterings opgestel en goedgekeur het;

- (e) inspectors appointed by the Committee (to whom the provisions of clause 6 shall *mutatis mutandis* apply) having inspected the property at such times as the Committee deems necessary to ensure that the conditions of the loan have been met.

(6) Neither the Council nor the Committee shall be under any obligation to assist any member in the building or improvement of his home or to enter into any contract other than the loan contemplated in this clause or to furnish any other type of assistance to the member in purchasing immovable property.

(7) Loans granted from the Fund under the Provident Fund Agreement, published in Government Notice No. R. 2013 of 11 July 1969, as amended from time to time, shall not be affected by this Agreement and the provisions of the former Agreement shall continue to apply to such loans until they are repaid, notwithstanding the fact that the former Agreement has lapsed: Provided that no re-advances under such loans shall be made in terms of the provisions of the former Agreement.

12. ALIENATION OF BENEFITS

Unless expressly provided for in terms of this Agreement—

- (a) the rights, benefits or interest in the Fund (hereinafter in this clause referred to as "rights") conferred on any person in terms of this Agreement shall not be capable of being exercised or claimed in any way by any person other than such person and shall be personal to him and shall, subject to the provisions of clause 11 (2) (b), not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him (other than to the Council) or of being attached by any creditor or of vesting in any other person whomsoever in any capacity;
- (b) such rights shall be determined absolutely and be forfeited wholly for the benefit of the Fund on the occurrence of any of the following events:
- (i) if the person concerned is finally sequestered or surrenders his estate or assigns his estate in any way for the benefit of his creditors or purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of his rights in terms of this Agreement (excluding a cession in terms of clause 11 (2) (b) or any cession to the Council);
 - (ii) if a creditor of the person concerned attaches under any writ of execution or otherwise or causes to be so attached all or any rights of such person in terms of this Agreement;
- (c) in the event of any person forfeiting his rights as aforesaid, the Committee may, if it so choose and in its sole discretion, from time to time pay out of the Fund (or, if it is so paying out of the Fund, cease paying without notice)—
- (i) to such person such amount or amounts as the Committee may consider necessary for the support of such person; and/or

- (e) dat inspekteurs wat deur die Komitee aangestel is (op wie die bepalings van klousule 6 *mutatis mutandis* van toepassing is) die eiendom op die tye wat die Komitee nodig ag, geïnspekteer het om te verseker dat die voorwaardes van die lening nagekom is.

(6) Nóg die Raad nóg die Komitee is verplig om enige lid by te staan met die bou of verbetering van sy huis, of om enige kontrak aan te gaan behalwe die lening in hierdie klousule beoog, of om enige ander tipe bystand aan die lid te verleen met die aanknoop van vaste eiendom of met bou daarop of met die verbetering van vaste eiendom.

(7) Lenings uit die Fonds toegestaan kragtens die Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2013 van 11 Julie 1969, soos van tyd tot tyd gewysig, word nie deur hierdie Ooreenkoms geraak nie en die bepalings van die vorige Ooreenkoms bly op sodanige lenings van toepassing totdat dit terugbetaal is, ondanks die feit dat die vorige Ooreenkoms verval het: Met dien verstande dat geen hervoorskotte onder sodanige lenings kragtens die bepalings van die vorige Ooreenkoms gemaak word nie.

12. VERVREEMDING VAN BYSTAND

Tensy daar ingevolge hierdie Ooreenkoms daarvoor uitdruklik voorsiening gemaak word—

- (a) is die regte, die bystand of belang in die Fonds (hierna in hierdie klousule "regte" genoem) wat ingevolge hierdie Ooreenkoms aan iemand verleen word, nie vatbaar vir uitoefening of die instel van eise op enige wyse deur enigiemand anders as daardie persoon nie en kleeft dit aan hom persoonlik en is dit, behoudens klousule 11 (2) (b), nie vatbaar vir sessie, afstand, oordrag, verpanding of verhipotekering of vervreemding op enige wyse deur hom (behalwe aan die Raad) vir beslaglegging deur 'n krediteur of vir setel in enige ander persoon hoegenaamd in enige hoedanigheid nie;
- (b) kom sodanige regte geheel en al tot 'n einde en word hulle geheel en al verbeur ten gunste van die Fonds wanneer enige van die volgende gebeurtenisse plaasvind:
- (i) Indien die betrokke persoon finaal gesekwestreer word of sy boedel oorgee of sy boedel op enige wyse afstaan ten gunste van sy krediteure of te kenne gee dat hy al of enige van sy regte ingevolge hierdie Ooreenkoms, sedeer, afstaan, oordra, verpand, verhipotekeer of op enige wyse vervreem (uitgesonderd 'n sessie ingevolge klousule 11 (2) (b) op enige sessie aan die Raad);
 - (ii) indien 'n krediteur van die betrokke persoon ingevolge 'n lasbrief vir eksekusie of andersins beslag lê op alle of enige regte van sodanige persoon ingevolge hierdie Ooreenkoms, of aldus daarop beslag laat lê;
- (c) kan die Komitee, ingeval iemand sy regte soos vooreen gemeld, verbeur, indien die komitee aldus verkies en geheel en al goedgevind, van tyd tot tyd uit die Fonds—
- (i) aan sodanige persoon die bedrag of bedrae betaal wat die Komitee nodig ag vir die onderhoud van sodanige persoon; en/of

- (ii) to the dependants of such person such amount or amounts as the Committee may consider necessary for the support of such dependants:

Provided that the total payments to any such person (and/or his dependants) under this paragraph shall not exceed the amount which would have been payable in respect of his rights if such rights had not been determined and forfeited as aforesaid;

- (d) no rights in terms of this Agreement shall be or become an asset in the deceased estate of any person, save as is expressly provided in this Agreement.

13. ALTERNATE METHODS OF PAYMENT

(1) If the Committee in its sole discretion decides that it is not desirable to make payment of a benefit in the manner elsewhere provided for in this Agreement to a member who is physically or mentally ill, the Committee may, in its discretion, pay the benefit—

- (a) to the said member in instalments; and/or
- (b) wholly or partly to his dependants; and/or
- (c) to trustees either for the benefit of the member or of his dependants, or both; and/or
- (d) in such manner for the benefit of such member and/or his dependants as the Committee may determine.

(2) If the member or dependant is a minor, the Committee may pay the benefit to any person it may deem fit on behalf of such minor.

(3) Any decision of the Committee in terms of subclause (1) or (2) may be varied by it from time to time in its sole and absolute discretion.

14. LIENS

(1) The Fund shall have a general lien on any benefit payable to any member or dependent or other beneficiary in respect of any money due by such member to the Fund.

(2) The Committee shall have the right and is hereby empowered to deduct from any benefit payable to or in respect of any member or any person who was a member, any amount due or owing by such member or past member to the Fund and to pay such amount over to the Fund, whose receipt therefor shall constitute a good and valid receipt and discharge for the same.

15. GENERAL

(1) No person, whether a member or otherwise, shall have any claim, rights or interest upon, to or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Committee, except under and in accordance with the provisions of this Agreement.

(2) (a) Every member shall, upon request by the Committee, provide the Committee with the full names, identity numbers and addresses of himself and all of his dependants and shall produce a birth certificate or other evidence of age satisfactory to the Committee and shall also furnish such other information as the Committee may reasonably require, and the member shall also notify the Committee of all and any changes of his address.

- (ii) aan die afhanklikes van sodanige persoon die bedrag of bedrae betaal wat die Komitee nodig ag vir die onderhoud van sodanige afhanklikes,

of kan die Komitee, indien hy sodanige betaling uit die Fonds doen, dit sonder kennisgewing staak: Met dien verstande dat die totale betalings ingevolge hierdie paragraaf aan so 'n persoon (en/of sy afhanklikes) nie die bedrag moet oorskry nie wat ten opsigte van sy regte betaalbaar sou gewees het indien sodanige regte nie soos voorheen gemeld beëindig en verbeur was nie;

- (d) is of word geen regte ingevolge hierdie Ooreenkoms, 'n bate in enigiemand se bestorwe boedel nie, behalwe soos uitdruklik in hierdie Ooreenkoms bepaal.

13. ALTERNATIEWE BETAALMETODES

(1) Indien die Komitee geheel na eie goeëdunke besluit dat dit nie wenslik is nie om betaling van bystand aan 'n lid wat fisiek of geestesiek is te doen op die wyse soos elders in hierdie Ooreenkoms bepaal, kan die Komitee na goeëdunke die bystand—

- (a) in paaiemente aan bedoelde lid betaal; en/of
- (b) ten volle of gedeeltelik aan sy afhanklikes betaal; en/of
- (c) aan trustees betaal ten gunste van óf die lid óf sy afhanklikes, óf sowel die lid as sy afhanklikes; en/of
- (d) ten gunste van sodanige lid en/of sy afhanklikes betaal op die wyse wat die Komitee bepaal.

(2) Indien die lid of afhanklike minderjarige is, kan die Komitee die bystand ten behoeve van sodanige minderjarige betaal aan enigiemand wat die Komitee geskik ag.

(3) 'n Besluit van die Komitee kragtens subklousule (1) of (2) kan geheel na eie goeëdunke van tyd tot tyd deur die Komitee verander word.

14. RETENSIEREGTE

(1) Die Fonds het 'n algemene retensiereg op enige bystand betaalbaar aan 'n lid of afhanklike of ander begunstigde ten opsigte van enige geld wat deur sodanige lid aan die Fonds verskuldig is.

(2) Die Komitee het die reg en word hierby gemagtig om van enige bystand betaalbaar aan of ten opsigte van 'n lid of 'n persoon wat 'n lid was, enige bedrag af te trek wat deur sodanige lid of gewese lid aan die Fonds betaalbaar of verskuldig is en om sodanige bedrag aan die Fonds oor te betaal, en ontvangs daarvan deur die Fonds maak behoorlike en geldige ontvangs en kwyting ten opsigte daarvan uit.

15. ALGEMEEN

(1) Niemand, hetsy hy 'n lid is of nie, het enige eis, vordering, regte of belang teen, op of ten opsigte van die Fonds of enige bydraes daartoe of enige belang daarby of enige vordering op of eis teen die Komitee nie, behalwe kragtens en ooreenkomstig die bepalinge van hierdie Ooreenkoms.

(2) (a) Elke lid moet, op versoek van die Komitee, sy eie en al sy afhanklikes se volle name, identiteitsnommers en adresse aan die Komitee verstrek en moet 'n geboortesertifikaat of ander getuienis van ouderdom tot bevestiging van die Komitee voorlê en moet ook sodanige ander inligting verstrek as wat die Komitee redelikerwys vereis, en die lid moet die Komitee ook in kennis stel van alle en enige veranderinge van sy adres.

(b) If a member defaults in complying with the provisions of paragraph (a), the Committee shall have the right, in its discretion, to suspend the payment of any benefit due to such member and not to pay such benefit until such provisions are complied with.

(c) If at any time it is proved to the satisfaction of the Committee that the age of a member has been incorrectly given, then the Committee shall have the power to make such adjustments or alterations to any benefits as it, in its sole discretion, deems fit.

(3) Any question which may arise with regard to a claim by a member or past member or his dependants or beneficiary shall be referred to the Committee for decision: Provided that every such member, past member, representative or beneficiary shall have a right of appeal to the Council in connection with any matter relating to the payment of benefits.

(4) In deciding any question of fact, the Committee may, save as is otherwise provided in this Agreement, act upon such evidence as it shall deem adequate, whether amounting to sufficient proof in law or not.

(5) All powers of attorney, agreements and other documents required to be signed on behalf of the Fund shall be deemed to have been properly signed if signed by a member of the Committee duly authorised thereto by resolution of the Committee.

(6) In the event of a contingency arising which has not been provided for in this Agreement, the decision of the Committee thereon, if not inconsistent with the provisions of this Agreement, shall be final and conclusive.

(7) The Fund shall have the right to recover by way of subrogation any amounts due from third parties legally liable for damages as a result of the death of or injury to any member.

16. EXEMPTIONS

(1) The Council may in its discretion grant exemptions from any or all of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall in granting any exemption fix the conditions upon which such exemption shall operate. Notwithstanding the foregoing, the Council may, if it so deems fit, after one week's written notice has been given to the person or persons concerned, withdraw any exemption, whether or not the period for which such exemption was granted has expired.

17. LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall forthwith thereafter be administered by a committee constituted by the members of the Committee appointed in accordance with clause 5 (1) (a) of the Agreement as at the date of such expiry or such other persons as may be appointed by the Council from time to time (hereinafter referred to as the "Winding-up Committee") until it is liquidated or transferred to any other fund constituted for the benefit of employees in the Industry for the same purpose as that for which the original Fund was created or continued in a subsequent agreement: Provided that if the Fund is not transferred to any such other fund or if no agreement providing for the continuation of the Fund is entered into within two years after the date of

(b) Indien 'n lid versuim om die bepalinge van paragraaf (a) na te kom, het die Komitee die reg om na goeë dinge die betaling van enige bystand wat aan sodanige lid verskuldig is, op te skort en om sodanige bystand nie te betaal nie alvorens sodanige bepalinge nagekom word.

(c) Indien daar te eniger tyd tot bevrediging van die Komitee bewys word dat die ouderdom van 'n lid onjuis aangegee is, het die Komitee die bevoegdheid om enige bystand sodanig aan te pas of te verander as wat hy geheel na eie goeë dinge gepas ag.

(3) Enige vraag wat met betrekking tot 'n eis deur 'n lid of gewese lid of sy afhanklikes of begunstigde ontstaan, moet vir beslissing na die Komitee verwys word: Met dien verstande dat elke sodanige lid, gewese lid, verteenwoordiger of begunstigde 'n reg van appél na die Raad het in verband met enige aangeleentheid betreffende die betaling van bystand.

(4) By die beslissing van 'n feitevraag kan die Komitee, behoudens andersluidende bepalinge in hierdie Ooreenkoms, handel op grond van die getuienis wat hy as voldoende beskou, ongeag of dit regtens neerkom op genoegsame bewys al dan nie.

(5) Alle volmagte, ooreenkomste en ander dokumente wat namens die Fonds onderteken moet word, word geag behoorlik onderteken te wees indien dit onderteken is deur 'n lid van die Komitee wat by besluit van die Komitee behoorlik daartoe gemagtig is.

(6) Indien 'n gebeurlikheid ontstaan waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie, is die beslissing van die Komitee daaroor finaal en afdoende mits dit nie met die bepalinge van hierdie Ooreenkoms onbestaanbaar is nie.

(7) Die Fonds het die reg om by wyse van subrogasie enige verskuldigde bedrae te verhaal op derde partye wat regtens aanspreeklik is vir skadevergoeding as gevolg van die dood of besering van 'n lid.

16. VRYSTELLINGS

(1) Die Raad kan om 'n voldoende rede na goeë dinge vrystelling van enige van of al die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet by die verlening van vrystelling die voorwaardes vasstel waarop sodanige vrystelling geldig is. Ondanks die voormelde kan die Raad, indien hy dit gerade ag, 'n vrystellingintrek nadat aan die betrokke persoon of persone een week skriftelik kennis gegee is, ongeag of die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

17. LIKWIDASIE

(1) Indien hierdie Ooreenkoms weens verloop van tyd verstryk of om enige ander rede eindig, moet die Fonds onverwyld daarna geadministreer word deur 'n komitee wat saamgestel word deur die lede van die Komitee wat ingevolge klousule 5 (1) (a) van die Ooreenkoms aangestel is soos op die datum van sodanige verstryking of sodanige ander persone as wat van tyd tot tyd deur die Raad aangestel word (hierna die "Likwidatiekomitee" genoem) totdat die Fonds gelikwadeer is of oorgedra word van 'n ander fonds wat ten bate van werknemers in die Nywerheid gestig is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel of in 'n daaropvolgende ooreenkoms voortgesit is: Met dien verstande dat as die Fonds nie binne twee jaar na die datum van verstryking van hierdie Ooreenkoms of sodanige verlengde termyn as wat die Likwidatiekomitee bepaal, onderworpe aan die voorafgaande goedkeuring van die Nywerheidsregistrator wat kragtens die Wet aangestel is aan so 'n

expiry of this Agreement or such extended term as the Winding-up Committee may determine, subject to the prior approval of the Industrial Registrar appointed in terms of the Act, the Fund shall be liquidated. In such event, the Fund shall be liquidated by the Winding-up Committee or such person as the Council may appoint.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in terms of which this Agreement is binding, the Fund shall continue to be administered by the Winding-up Committee: Provided that, in the light of the dissolution of the Council, any vacancies in the Winding-up Committee shall be filled by means of appointments by the Industrial Registrar, who shall do so in consultation with the Winding-up Committee. In the event of the Winding-up Committee being unable or unwilling to discharge its duties, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the Winding-up Committee and such trustee or trustees shall possess all the powers of the Winding-up Committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiration of the Agreement, be liquidated by the Winding-up Committee or the trustee or trustees, as the case may be.

(3) On the liquidation of the Fund, all investments shall be converted into cash and shall be dealt with as follows:

- (a) The monies in the allocation account and the reserve account shall be pooled and after payment of all expenses incidental to the liquidation of the Fund and the distribution thereof, the balance remaining shall be paid to the members of the Fund *pro rata* to their respective contributions. Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of this paragraph not have been claimed within 12 months from the date upon which they became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence, unclaimed monies shall be dealt with as provided in section 34 (4) (c) of the Act.
- (b) If the liquidators of the Fund are the Winding-up Committee, its members shall be entitled, in their personal capacities, to fees on the same scale as are payable to liquidators of companies.

Signed at Salt River, on behalf of the parties, this 2nd day of June 1994.

P. DAMPIES,
Chairman.

V. SEBBA,
Vice-Chairman.

I. KENNY,
Secretary.

ander fonds oorgedra word nie of as geen ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne daardie tydperk aangegaan word nie, die Fonds gelikwdeer moet word. In sodanige geval word die Fonds deur die Likwidasiëkomitee gelikwdeer of deur die persoon wat deur die Raad aangestel word.

(2) Ingeval die Raad gedurende enige tydperk waarin hierdie ooreenkoms bindend is, ingevolge artikel 34 (2) van die Wet ontbind word of ophou funksioneer, moet die Fonds steeds deur die Likwidasiëkomitee geadminestreer word: Met dien verstande dat, in die lig van die ontbinding van die Raad, enige vakatures in die Likwidasiëkomitee gevul moet word by wyse van aanstellings deur die Nywerheidsregistrator, wat dit in oorleg met die Likwidasiëkomitee moet doen. Ingeval die Likwidasiëkomitee nie in staat is nie of onwillig is om sy pligte na te kom, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die Likwidasiëkomitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Likwidasiëkomitee. Indien daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Likwidasiëkomitee of die trustee of trustees, na gelang van die geval, gelikwdeer word.

(3) By die likwidasië van die Fonds moet alle beleggings in kontant omgesit word en moet daar soos volg mee gehandel word:

- (a) Die geld in die toewysingsrekening en die reserwerekoning moet gepeel word, en na die betaling van alle uitgawes verbonde aan die likwidasië van die Fonds en die verdeling daarvan moet die oorskot aan die lede van die Fonds in verhouding tot hul onderskeie bydraes uitbetaal word. Ondanks andersluidende bepalings in hierdie Ooreenkoms word enige bystand waarop lede ingevolge hierdie paragraaf geregtig geword het maar wat hulle nie binne 12 maande vanaf die datum waarop sodanige bystand verskuldig en betaalbaar geword het, opgeëis het nie, aan die algemene fondse van die Raad verbeur. Ingeval daar geen Raad bestaan nie, moet daar met onopgeëiste geld gehandel word soos by artikel 34 (4) (c) van die Wet bepaal.
- (b) Indien die likwidateurs van die Fonds die Likwidasiëkomitee is, is sy lede in hul persoonlike hoedanigheid geregtig op gelde ooreenkomstig dieselfde skaal as dié betaalbaar aan likwidateurs van maatskappye.

Namens die partye op hede die 2de dag van Junie 1994 te Soutrivier onderteken.

P. DAMPIES,
Voorsitter.

V. SEBBA,
Ondervoorsitter.

I. KENNY,
Sekretaris.

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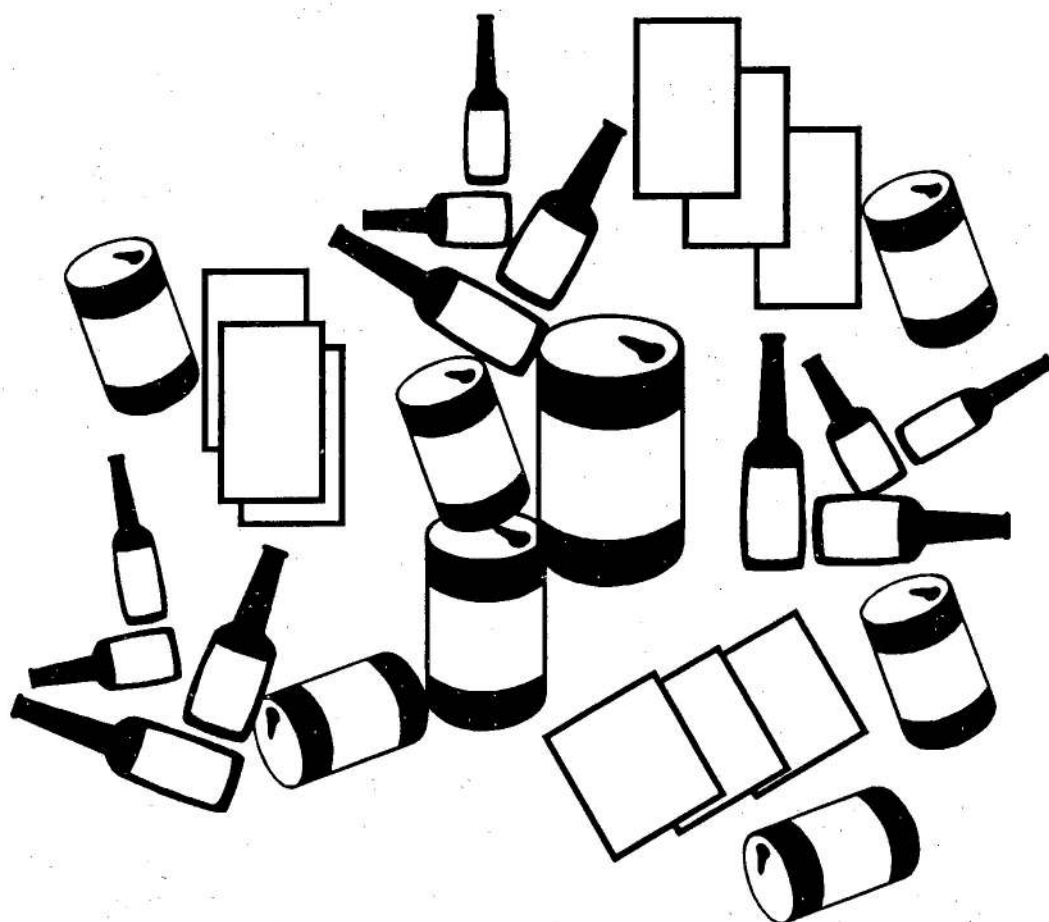
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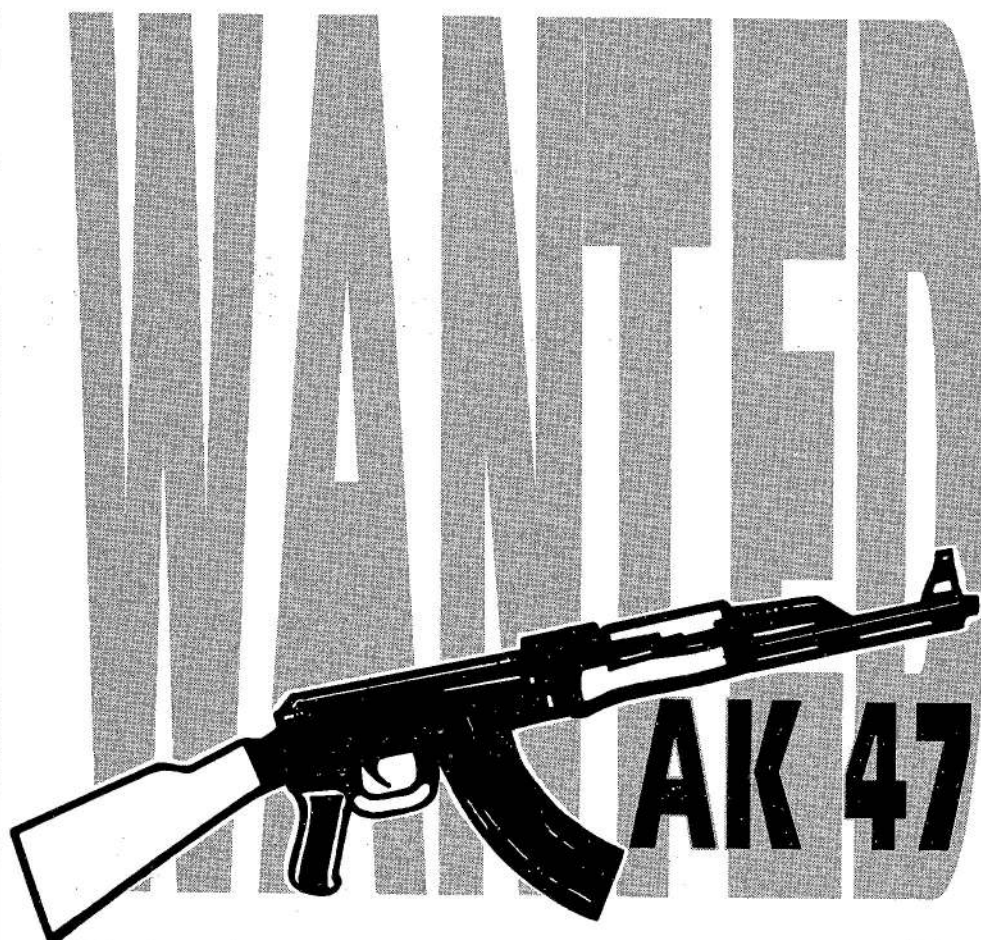


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<i>Goewermentskennisgewings</i>			
R. 2015	Wet op Arbeidsverhoudinge (28/1956): Intrekking van Goewermentskennis- gewings: Meubelnywerheid, Wes-Kaap: Voorsorgfondsooreenkoms	1	16109
R. 2016	do.: Meubelnywerheid, Wes-Kaapland: Voorsorgfondsooreenkoms	1	16109