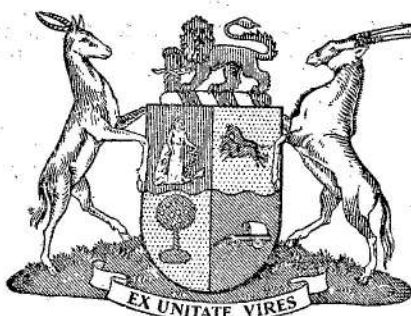




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GOEWERMENSKENNISGEWING.**DEPARTEMENT VAN ARBEID.**

No. 1047.]

[12 Julie 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, WESTELIKE KAAP.

VOORSORGFONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 1 (b) en (c), 3 tot en met 5 en 7 tot en met 13 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk van vyf jaar vanaf genoemde Maandag 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 Nywerheid in die landdrosdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, De Aar, die Kaap, Fraserburg, Gordonia, Hay, Heidelberg (Kaap), Herbert, Hopefield, Hopetown, Kenhardt, Kimberley, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Philipstown, Piketberg, Prieska, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Sutherland, Swellendam, Tulbach, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 1 (b) en (c), 3 tot en met 5 en 7 tot en met 13 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die land-

GOVERNMENT NOTICE.**DEPARTMENT OF LABOUR.**

No. 1047.]

[12 July 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.**PROVIDENT FUND AGREEMENT.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b) and (c), 3 to 5 (inclusive) and 7 to 13 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, De Aar, Fraserburg, Gordonia, Hay, Heidelberg (Cape), Herbert, Hopefield, Hopetown, Kenhardt, Kimberley, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Philipstown, Piketberg, Prieska, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, De Aar, Fraserburg, Gordonia, Hay, Heidelberg (Cape), Herbert, Hopefield, Hopetown, Kenhardt,

drosdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, De Aar, die Kaap, Fraserburg, Gordonia, Hay, Heidelberg (Kaap), Herbert, Hopefield, Hopetown, Kenhardt, Kimberley, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Philipstown, Piketberg, Prieska, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Sutherland, Swellendam, Tulbach, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,

Adjunk-Minister van Arbeid.

R.N. 3/6/155.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND.

VOORSORGSFONDSOOREENKOMS

ingevoel die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

Furniture Workers' Industrial Union (Cape)

en die

Association of Cape Furniture Workers

(hieronder die "werknemers" of die vakverenigings" genoem), aan die ander kant;

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, De Aar, Fraserburg, Gordonia, Hay, Heidelberg (Kaap), Herbert, Hopefield, Hopetown, Kenhardt, Kimberley, Kuruman, Ladismith (Kaap), Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Philipstown, Piketberg, Prieska, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Sutherland, Swellendam, Tulbach, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en wat in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule, is die bepalings van hierdie Ooreenkoms—

- (i) van toepassing slegs op werknemers vir wie minimum lone in die Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (ii) nie van toepassing nie ten opsigte van vakleerlinge, arbeiders (d.w.s. werknemers soos bedoel in paragraaf 9 van Deel II van die Hoofooreenkoms) of kantoorwerknemers (d.w.s. werknemers soos bedoel in paragraaf 11 van Deel II van die Hoofooreenkoms).

(c) Ondanks die bepalings van subklousule (a) en (b) van hierdie klousule, is lidmaatskap van die Fonds soos bedoel in klousule 4, nie ten opsigte van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer aan of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsiening maak, 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 gedurende dié tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daaraan deelneem, van toepassing nie as 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 verskaf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet moet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy mag bepaal.

Kimberley, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Philipstown, Piketberg, Prieska, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Sutherland, Swellendam, Tulbach, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday the provisions contained in clauses 1 (b) and (c), 3 to 5 (inclusive) and 7 to 13 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,

Deputy-Minister of Labour.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE.

PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between

Cape Furniture Manufacturers' Association

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

Furniture Workers' Industrial Union (Cape)

and

Association of Cape Furniture Workers

(hereinafter referred to as the "employees" or the "trade unions"), 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.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, De Aar, Fraserburg, Gordonia, Hay, Heidelberg (Cape), Herbert, Hopefield, Hopetown, Kenhardt, Kimberley, Kuruman, Ladismith (Cape), Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Philipstown, Piquetberg, Prieska, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Sutherland, Swellendam, Tulbach, Van Rhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, by all employers who are members of the employers' organisation and are engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and are employed in that industry.

(b) Notwithstanding the provisions of sub-clause (a) of this clause the terms of this Agreement shall—

- (i) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;
- (ii) not apply in respect of apprentices, labourers (i.e. employees referred to in paragraph 9 of Part II of the Main Agreement) or office employees (i.e. employees referred to in paragraph 11 of Part II of the Main Agreement).

(c) Notwithstanding the provisions of sub-clauses (a) and (b) of this clause, 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 sub-section (1) of section forty-eight of the Act, and shall continue in force for a period of five years or for such period as may be determined by him.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Ooreenkoms vir die Meubelnywerheid, gepubliseer in *Staatskoerant* No. 129 van 8 Desember 1958 (Goewermentskennisgewing No. 1187), omskryf word, het dieselfde betekenis as in daardie Wet of daardie Ooreenkoms (hieronder die "Hofooreenkoms" genoem); waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel en word daar met woorde wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die sinsverband, het onderstaande uitdrukkings die volgende betekenis:—

- "Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "Maatskappy" beteken die "Provident Fund of the Furniture Industry (Proprietary) Limited", wat ingevolge die bepalings van die Maatskappywet, No. 46 van 1926, geregistreer moet word;
- "Raad" beteken die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland wat ingevolge die bepalings van artikel *negentien* van die Wet geregistreer is;
- "bydraes" beteken, met betrekking tot 'n lid, die bedrae deur hom aan die Fonds betaal om betaalbaar, uitgesonderd rente.
- "afhanklike" beteken, met betrekking tot enige persoon—
- (a) die weduwee of minderjarige kinders of mindejarige stiefkinders van sodanige persoon; of
 - (b) enige ander persoon of persone wat geheel en al of hoofsaaklik van sodanige persoon afhanklik is vir sy of hul lewensbehoefte en wat die Maatskappy daarvan oortuig dat hy of hulle aldus afhanklik is;
- "verdiens" beteken, met betrekking tot 'n lid, sy basiese loon en lewenskostetoelae, maar uitgesonderd enige ander besoldiging van watter aard ook al;
- "bevoegde werknemer" beteken 'n persoon wat in die Meubelnywerheid werksaam is, wie se loon in die Hofooreenkoms voorgeskryf word, wat die leeftyd van 20 jaar bereik het en wat minstens ses maande diens in die Meubelnywerheid het maar wat nie die maksimum leeftyd bereik het nie;
- "boekjaar" beteken die tydperk van twaalf kalendermaande wat eindig op die 31ste dag van Desember elke jaar;
- "vasgestelde datum" beteken die datum met ingang waarvan hierdie Ooreenkoms in werking tree;
- "volle voordeel" beteken, met betrekking tot 'n lid wat die maksimum leeftyd bereik het, die bedrag genoem in subklousule (a) van klousule 10 van hierdie Ooreenkoms;
- "Fonds" beteken die Voorsorgsfonds van die Meubelnywerheid van Wes-Kaapland;
- "Meubelnywerheid" of "Nywerheid" beteken, sonder om die gewone betekenis van die woord enigerwyse te beperk, die vervaardiging, of in hul geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en onder andere ook die volgende werksaamhede:—
- Herstel, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnieerwerk in verband met die vervaardiging en/of herstel van meubels poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroee of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging of prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte matrasse, veermatrasse, belegels, kussings, peule en stoelkussings insluit en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnieerwerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop of in sy geheel of in dele uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;
- "maksimum leeftyd" beteken die leeftyd van 60 jaar in die geval van 'n manlike lid en die leeftyd van 55 jaar in die geval van 'n vroulike lid;
- "lid" beteken 'n bevoegde werknemer wat lid van die Fonds word ooreenkomstig die bepalings van subklousule (a) van klousule 7 van hierdie Ooreenkoms en wat ingevolge die bepalings van hierdie Ooreenkoms lid bly;
- "reëls" beteken die bepalings en voorwaardes van hierdie Ooreenkoms.

3. DEFINITIONS.

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, or in the Agreement for the Furniture Industry published in *Government Gazette* No. 129 of the 8th December, 1958, Government Notice No. 1187, shall have the same meaning as in such Act or such Agreement (hereinafter referred to as the "Main Agreement"); any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; 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 Industrial Conciliation Act, 1956, as amended;
- "Company" means the Provident Fund of the Furniture Industry (Proprietary), Limited, to be registered in terms of the Companies Act, No. 46 of 1926;
- "Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section *nineteen* of the Act;
- "contributions" means in relation to a member, the amounts paid or payable by him to the Fund, exclusive of interest;
- "dependant" means in relation to any person—
- (a) the widow or minor children or minor step-children of such person; or
 - (b) any other person/s wholly or mainly dependent upon such person for the necessities of life who satisfy the Company that they are so dependent;
- "earnings" means in relation to any member, his basic wage and cost of living allowance but shall exclude any other remuneration whatsoever;
- "eligible employee" means a person employed in the Furniture Industry whose wages are prescribed in the Main Agreement, who has attained the age of twenty years and who has had at least six months' employment in the Furniture Industry but who has not attained the maximum age;
- "financial year" means the period of twelve calendar months ending on the 31st day of December in each and every year;
- "fixed date" means the date as from which this Agreement comes into operation;
- "full benefit" means in relation to a member who has attained the maximum age, the amount specified in sub-clause (a) of clause 10 of this Agreement;
- "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 manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, inter alia, the following operations:—
- Repairing, upholstering, re-upholstering staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering; wood-machining, veneering, wood-turning, carving, in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions, and include 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 includes further, the repairing, re-upholstering or repolishing 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;
- "maximum age" means 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 sub-clause (a) of clause 7 of this Agreement and who remains a member under the provision of this Agreement;
- "rules" mean the terms and conditions of this Agreement.

4. VOORSORGSFONDS.

(1) Hierby word 'n fonds ingestel wat bekend staan as die Voorsorgsfonds van die Meubelnywerheid, Wes-Kaapland (hieronder die "Fonds" genoem), waarby die Trustfonds soos bedoel in klousule 38 van die Hoof-ooreenkoms, ingelyf word en wat die verskaffing van voordele aan lede soos in hierdie Ooreenkoms bepaal, beoog.

(2) Die Fonds bestaan uit—

- (a) bydraes wat ingevolge klousule 8 van hierdie Ooreenkoms aan die Fonds betaal word;
- (b) die rente verkry uit die belegging van die gelde van die Fonds;
- (c) alle ander gelde waarop die Fonds geregtig mag word kragtens hierdie Ooreenkoms of om 'n ander rede of wat aan die Fonds geskenk word.

5. ADMINISTRASIE.

(a) Die beheer oor die bates en die bestuur en administrasie van die Fonds berus by die Provident Fund of the Furniture Industry (Proprietary), Limited, 'n maatskappy (hieronder die "Maatskappy" genoem) wat ingevolge die bepalings van die Maatskappywet, No. 47 van 1962, geregistreer moet word; met dien verstande dat genoemde funksies by die Raad berus tot tyd en wyl die Maatskappy aldus geregistreer is.

(b) Die Maatskappy tree op as trustee van die Fonds.

(c) Daar word nie van die Maatskappy vereis om sekerheid ten opsigte van sy administrasie te stel nie, en enige Meester van die Hooggeregshof wat met jurisdiksie bekleed is, word hierby opdrag gegee om af te sien van sodanige sekerheidstelling, afgesien daarvan of dit ooreenkomstig die Trustgelde Beskermings Wet van 1934 of 'n ander regsbeveling wat nou of later van krag mag wees, vereis word.

(d) Die Maatskappy moet die Fonds bestuur en administreer ooreenkomstig die bepalings van hierdie Ooreenkoms en mag verordeninge vir die administrasie daarvan opstel wat nie hiermee onbestaanbaar is nie.

(e) (i) Die Fonds moet die Maatskappy vrywaar teen alle eise, koste, skade en uitgawes wat aangegaan is in verband met die Fonds en wat nie die gevolg van growwe nalatigheid of bedrog van die kant van die Maatskappy is nie.

(ii) Die Maatskappy moet die Fonds vir dié bedrae wat die Maatskappy van tyd tot tyd mag bepaal, verseker teen verlies as gevolg van bedrog en/of oneerlikheid ten opsigte van die ontvangs van en beheer oor die gelde van die Fonds.

(f) Die Maatskappy moet op 'n volledige en juiste manier laat boekhou van die Fonds en moet elke jaar 'n jaarrekening, soos op 31 Desember, van al die inkomste en uitgawes van die Fonds en 'n staat wat die bates en laste daarvan toon, opstel. Elke sodanige rekening moet gesertifiseer word deur die Maatskappy se outiteur, wat 'n openbare rekenmeester moet wees, en sodanige rekening moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrateur gestuur word saam met 'n verslag daaroor deur genoemde outiteur. 'n Kopie van die jaarrekenings en balansstaat moet aan die Raad gestuur word en 'n ander kopie daarvan moet beskikbaar wees vir insae deur lede.

(g) Alle gelde wat ten behoeve van die Fonds ontvang word, moet gestort word in 'n bankrekening of depositeurekening wat op naam van die Fonds geopen moet word by dié bank of bouvereniging wat die Maatskappy mag bepaal, en alle transaksies in verband met sodanige rekening moet geskied deur middel van tjeks of ander skriftelike dokumente wat namens die Maatskappy onderteken is deur dié persoon of persone wat die Maatskappy behoorlik daartoe gemagtig het.

(h) Gelde wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word in—

- (a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture;
- (b) Nasionale Spaarsertifikate;
- (c) Posspaarbankrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander manier deur die Registrateur goedgekeur.

6. AGENTE.

(1) Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

- (a) enige perseel of plek waarin die Meubelnywerheid beoefen word, te enige tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;
- (b) elke werknemer wat hy in of op die perseel of plek vind, mondelings te ondervra, hetsy alleen of in die teenwoordigheid van 'n ander persoon as hy dit dienstig ag, in verband met sake wat op hierdie Ooreenkoms betrekking het, en hy mag van sodanige werknemer vereis om te antwoord op die vraag wat aan hom gestel word;
- (c) te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, voorgelê word en om dit te inspekteer en 'n afskrif daarvan te maak;

4. PROVIDENT FUND.

(1) There is hereby established a fund to be known as the Provident Fund of the Furniture Industry, Western Cape (hereinafter referred to as the Fund) in which shall be incorporated the Trust Fund referred to in clause 38 of the Main Agreement, the purpose of which shall be the provision of benefits to members as provided for in this Agreement.

(2) The Fund shall consist of—

- (a) contributions paid into the Fund in terms of clause 8 of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund;
- (c) any other moneys 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.

5. ADMINISTRATION.

(a) The control of the assets, management and administration of the Fund shall be vested in the Provident Fund of the Furniture Industry (Proprietary) Limited, a company to be registered in terms of the Companies Act, No. 46 of 1962 (hereinafter referred to as the Company); provided that until such time as the Company is so registered, the said functions shall be vested in the Council.

(b) The Company shall act as Trustees to the Fund.

(c) The Company shall not be required to furnish any security in respect of its administration and any Master of the Supreme Court having jurisdiction is directed to dispense with such security whether under the Trust Moneys Protection of 1934 or under any other law now or hereafter in force.

(d) The Company shall manage and administer the Fund in accordance with the terms of this Agreement, and may make By-Laws for its administration not inconsistent therewith.

(e) (i) The Fund shall indemnify the Company against all claims, costs, damages and expenses incurred in connection with the Fund not arising from the Company's gross negligence or fraud.

(ii) The Company shall insure the Fund against loss resulting from fraud and/or dishonesty in respect of the receipt and control of the moneys of the Fund for such amounts as the Company may from time to time decide.

(f) The Company shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account as at the 31st 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 Company who shall be a public accountant and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar, 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.

(g) All moneys received on account of the Fund shall be paid into a Banking Account or Deposit Account opened in the name of the Fund with such Bank or Building Society as the Company may determine and all operations on such Account shall be by means of cheques or other written instruments, signed on behalf of the Company by such person or persons as are duly authorised thereto by the Company.

(h) Moneys not required to meet current payments and expenses shall be invested in—

- (a) Stock of the Government of the Republic of South Africa or local Government Stock;
- (b) National Savings Certificates;
- (c) Post Office savings accounts or certificates;
- (d) Savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

6. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect 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 Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this agreement, every employee whom he finds in or about the premises or place and require such employee to answer the question 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 inspect and copy the same;

(d) te vereis dat alle betaalstate of boeke waarin daar boekgehou word van die werklike lone wat betaal word aan 'n werknemer wie se loon in die Ooreenkoms voorgeskryf word, voorgelê word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die Agent mag 'n tolk met hom saamneem wanneer hy sodanige plek betree, inspekteer of ondersoek.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo bedoel word.

7. LIDMAATSKAP.

(a) Elkeen wat op die vasgestelde datum 'n bevoegde werknemer is, moet vanaf sodanige datum, en elkeen wat na die vasgestelde datum 'n bevoegde werknemer word, moet vanaf die datum waarop hy so 'n werknemer word, lid van die Fonds wees en word.

(b) Elke lid moet aan die Maatskappy 'n geboortesertifikaat of ander bewys van sy leeftyd, wat vir die Maatskappy aanneemlik is, verstrek en moet ook dié ander inligting gee wat die Maatskappy mag vereis.

(c) Indien 'n lid in gebreke bly om die bepalings van subklousule (b) van hierdie klousule na te kom, het die Maatskappy die reg om, na sy goedvinde, die betaling van enige voordeel aan sodanige lid op te skort en om sodanige voordeel nie te betaal nie totdat daar aan sodanige bepalings voldoen is.

(d) 'n Lid hou op om lid te wees as—

(i) hy permanent ongeskik raak;

(ii) hy die maksimum leeftyd bereik het, maar in so 'n geval mag sy lidmaatskap geheel en al na goedvinde van die Maatskappy en op sy aansoek verleng word as hy aanhou om in die Meubelnywerheid te werk en as sy werkgever daarmee instem;

(iii) sy, in die geval van 'n vrou, in die huwelik getree en die Meubelnywerheid verlaat het; of

(iv) hy vir 24 agtereenvolgende kalendermaande nie 'n werknemer in die Meubelnywerheid was nie; met dien verstande dat die Maatskappy in 'n bepaalde geval wat ontstaan het uit siekte, permanente ongeskiktheid of verblyf buite die Republiek van Suid-Afrika, genoemde tydperk van 24 maande mag verkort of verleng.

8. BYDRAES.

(a) Elke lid moet, terwyl hy 'n werknemer in die Meubelnywerheid is, ten opsigte van elke week van sy diens 'n bedrag soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, tot die Fonds bydra. Geen bedrag word ten opsigte van 'n week bygedra nie indien die verdienste van 'n lid vir sodanige week minder as een-vyfde van sy voorgeskrewe weeklikse verdienste is. Die bedrag wat ingevolge hierdie paragraaf bygedra moet word, moet deur die werkgever van die loon van die lid afgetrek word.

(b) Elke werkgever moet ten opsigte van elke week 'n bedrag tot die Fonds bydra wat gelyk is aan die bydraes van sy werkgevers ten opsigte van sodanige week.

(c) Die werkgevers moet die bydraes wat ingevolge subklousule (a) en (b) van hierdie klousule betaalbaar is, ten behoeve van die Fonds aan die Raad betaal en wel voor of op die tiende dag van die maand wat volg op die maand ten opsigte waarvan sodanige bydraes verskuldig is. Die Raad moet die bedrae wat aldus ontvang word, dadelik aan die Maatskappy betaal. By verstryking van die Ooreenkoms of die ontbinding van die Raad moet die werkgevers aanhou om genoemde bydraes regstreeks aan die Maatskappy te betaal.

9. REKENINGS.

Die Maatskappy moet in die boeke van die Fonds drie rekenings hou wat bekend staan as Rekening A, Rekening B en Rekening C:—

Rekening A moet gekrediteer word met alle gelde wat deur die lede van die Fonds bygedra word.

Rekening B moet gekrediteer word met alle gelde wat deur die werkgevers tot die Fonds bygedra word.

Rekening C moet gekrediteer word met dié winste wat die Fondse mag verkry, plus alle onopgeëiste voordele.

10. VOORDELE.

(a) 'n "Volle voordeel" bestaan uit—

(i) die totale bydraes van 'n lid; plus

(ii) 'n ekwivalente bedrag uit Rekening B; plus

(iii) dié addisionele bedrag uit Rekening C wat die Maatskappy na sy goedvinde as redelik onder alle omstandighede mag bepaal, met behoorlik inagneming van die lengte van 'n lid se diens in die Meubelnywerheid, die bedrag van sy bydraes, die bedrag waarmee Rekening C as dan gekrediteer is en alle ander faktore wat die Maatskappy ag relevant te wees.

(b) 'n lid wat die maksimum leeftyd bereik het, is op 'n volle voordeel geregtig, maar ingeval sy lidmaatskap ooreenkomstig die bepalings van klousule 7 (d) (ii) hiervan verleng word, word sy volle voordeel aan hom betaal wanneer hy ophou om in die Nywerheid werksaam te wees.

(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 Agreement.

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

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

7. MEMBERSHIP.

(a) Every person who is an eligible employee at the fixed date shall as from such date, and every person who becomes an eligible employee after the fixed date shall as from the date of becoming such an employee, be and become a member of the Fund.

(b) Every member shall produce to the Company a birth certificate or other evidence of age satisfactory to the Company and shall also give such other information as the Company may require.

(c) If a member shall make default in complying with the provisions of sub-clause (b) of this clause the Company shall have the right in its discretion to suspend the payment of any benefit of such member and not to pay such benefit until such provisions are complied with.

(d) A member shall cease to be a member if—

(i) he becomes permanently incapacitated;

(ii) he has attained the maximum age, but in such event his membership may in the entire discretion of the Company be extended on application by him if he continues to be employed in the Furniture Industry, and subject to the consent of his employer;

(iii) being a female, she has married and left the Furniture Industry; or

(iv) he has not been an employee in the Furniture Industry for twenty-four consecutive calendar months, provided that in any particular case arising from illness, permanent incapacity or residence outside the Republic of South Africa, the Company may reduce or extend the said period of twenty-four months.

8. CONTRIBUTIONS.

(a) Every member shall, while he is an employee in the Furniture Industry, contribute to the Fund in respect of each week of his employment an amount as prescribed in Annexure A to this Agreement. No contribution shall be made in respect of any week if the earnings of the member for such week are less than one-fifth of his prescribed weekly earnings. The contribution to be made in terms of this paragraph shall be deducted by the employer from the member's wage.

(b) Every employer shall contribute to the Fund in respect of each week a sum equal to the contributions made by his employees in respect of such week.

(c) The contributions payable in terms of sub-clauses (a) and (b) of this clause shall be paid by the employers to the Council on behalf of the Fund not later than the tenth day of the month following that in respect of which it was due. The Council shall forthwith pay the amounts so received to the Company. On the expiration of the Agreement or the dissolution of the Council the said contributions shall continue to be paid by the employers direct to the Company.

9. ACCOUNTS.

The Company shall in the books of the Fund keep three accounts to be known as accounts A, B and C:—

To Account A shall be credited all moneys contributed by members of the Fund.

To Account B shall be credited all moneys contributed to the Fund by the employers.

To Account C shall be credited such profits as may be earned by the Fund plus any unclaimed benefits.

10. BENEFITS.

(a) A "full benefit" shall consist of—

(i) the total of the contributions of a member; plus

(ii) an equivalent amount from Account B; plus

(iii) such additional amount from Account C which the Company may in its discretion determine as being reasonable in all the circumstances, due regard being had to the length of the member's service in the Furniture Industry, the amount of his contributions, the amount then to the credit of Account C, and any other factors deemed by the Company to be relevant.

(b) A member who has attained the maximum age shall be entitled to a full benefit, but in the event of the extension of his membership in terms of clause 7 (d) (ii) hereof his full benefit shall be paid to him when he ceases to be employed in the Industry.

(c) 'n Lid wat permanent ongeskik raak voordat hy die maksimum leeftyd bereik, is op 'n volle voordeel geregtig. Ten einde te bepaal of 'n lid permanent ongeskik geraak het, mag die Maatskappy van sodanige lid vereis om medies ondersoek te word deur 'n beampde wat die Maatskappy benoem het, en die koste van sodanige mediese ondersoek moet deur die Fonds gedra word.

(d) (i) By die afsterwe van 'n lid, moet 'n volle voordeel aan sy afhanklikes toegestaan word.

(ii) As 'n lid te sterwe kom sonder om afhanklikes na te laat, word die bedrag waarmee sodanige lid in Rekening A gekrediteer is, aan sy boedel betaal.

(e) Indien 'n vroulike lid die Meubelnywerheid verlaat met die doel om in die huwelik te tree, is sy, by voorlegging aan die Maatskappy, van haar huweliksertifikaat of ander bevredigende bewys van haar huwelik, daarop geregtig om haar eie bydraes tot die Fonds te ontvang.

(f) As 'n lid om enige rede ophou om lid te wees en geen voordeel ooreenkomstig die voorafgaande bepalings aan hom betaalbaar is nie, moet die bedrag wat hy tot die Fonds bygedra het, aan hom terugbetaal word.

(g) Ondanks andersluidende bepalings hieronder in hierdie Ooreenkoms vervat, mag die Maatskappy, geheel en al na sy eie goedvinde, 'n groter of 'n addisionele voordeel toestaan aan lede wat weens siekte of permanente ongeskiktheid nie daartoe instaat is om lede van die Fonds te bly nie. Die Maatskappy mag ook 'n addisionele voordeel toestaan aan lede wat die Nywerheid getrou gedien het en wat weens hul leeftyd op die stigtingsdatum van hierdie Fonds verhinder word om 'n toereikende voordeel op die maksimum leeftyd op te bou.

(h) (i) Ingeval 'n persoon wat kragtens die bepalings van hierdie Ooreenkoms op voordele geregtig geword het, versuim om binne vier-en-twintig maande vanaf die datum waarop hy op sodanige voordele geregtig geword het, daarom aansoek te doen, moet die Maatskappy 'n advertensie in drie agtereenvolgende uitgawes van beide 'n Afrikaanstalige en 'n Engelstalige dagblad wat in die Republiek gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die gebied waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, laat publiseer waarin die naam en die laaste werkplek van die lid en die feit dat sekere voordele verskuldig is, gemeld word en sodanige lid of sy afhanklikes versoek word om eise vir sodanige voordele in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste maal verskyn het en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Maatskappy moet, na die laaste datum waarop eise ingedien mag word, al sodanige eise oorweeg en aan 'n lid of, indien geen eis van 'n lid ontvang is nie, aan sy afhanklikes wat eise ingedien het op die manier hierin voorgeskryf, dié gelde betaal wat aan die lid verskuldig mag wees, min die advertensiekoste, as hy dit dienstig ag.

(ii) Indien geen eis binne sodanige tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, word die voordele aan die Fonds verbeur; met dien verstande dat die Maatskappy enige eis wat na verloop van genoemde tydperk ontvang word, moet oorweeg en na sy goedvinde 'n *ex gratia* toekenning van hoogstens die bedrag van sodanige voordele aan sodanige persoon of, ingeval van sy dood, aan sy afhanklikes of sy boedel mag toestaan.

11. ALGEMEEN.

(a) Geen persoon, hetsy hy 'n lid is of nie, het enige eis, reg of belang op, in of ten opsigte van die Fonds of bydraes daartoe of enige eis teen die Maatskappy nie behalwe kragtens en ooreenkomstig die bepalings van hierdie Ooreenkoms.

(b) Tensy uitdruklik anders in hierdie Ooreenkoms bepaal—

(i) mag die regte, voordele of belang in of op die Fonds (in hierdie klousule "regte" genoem) wat in hierdie Ooreenkoms aan 'n persoon verleen word, deur enigiemand anders as sodanige persoon uitgeoefen of geëis word nie, en dit is sy bloot persoonlike reg en mag nie deur hom gesedeer, afgestaan, oorgedra, verpand of verhipotekeer of op enige manier vervreem word nie (behalwe aan die Maatskappy) en 'n krediteur mag ook nie beslag daarop lê nie en dit mag ook nie op 'n ander persoon, in watter hoedanigheid ook al, oorgaan nie;

(ii) word sodanige regte absoluut beëindig en in hul geheel ten voordele van die Fonds verbeur as enigeen van die volgende gebeurtenisse plaasvind:—

(A) As die betrokke persoon finaal insolvent verklaar word of sy boedel op enige manier oorgee of afstaan ten voordele van sy krediteure of voorgee dat hy al sy regte, of 'n deel daarvan, wat hy kragtens hierdie Ooreenkoms besit, sedeer, afstaan, oordra, verpand, verhipotekeer of op 'n ander manier vervreem (behalwe aan die Maatskappy);

(B) as 'n skuldeiser van die betrokke persoon op alle regte of op 'n deel daarvan, wat sodanige persoon kragtens hierdie Ooreenkoms besit, beslag lê ooreenkomstig 'n lasbrief vir eksekusie of op 'n ander manier of op sodanige regte aldus beslag laat lê;

(c) A member who becomes permanently incapacitated before attaining the maximum age shall be entitled to a full benefit. In order to determine whether a member has become permanently incapacitated the Company may require such member to be medically examined by a medical officer nominated by it, the cost of which shall be borne by the Fund.

(d) (i) On the death of a member, his dependants shall be granted a full benefit.

(ii) If a member dies without leaving dependants his Estate shall be paid the amount standing to such member's credit in Account A.

(e) Should a female member leave the Furniture Industry to be married she shall be entitled on production to the Company of her marriage certificate or other satisfactory evidence of marriage to receive her own contributions to the Fund.

(f) If a member ceases to be a member for any reason and no benefit is payable to him in terms of the foregoing provisions, he shall be refunded the amount contributed by him to the Fund.

(g) Notwithstanding anything to the contrary hereinafter contained the Company may in its entire 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 Company may also grant an additional benefit to members who have served the Industry faithfully, and who by virtue of their age at the date of establishment of this Fund are precluded from establishing an adequate benefit at the maximum age.

(h) (i) In the event of a person who has become entitled to benefits in terms of this Agreement failing to apply for such benefit within twenty-four months of the date on which he became entitled to such benefits the Company 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 to whom the benefit is due was normally resident at the time such benefit became due, stating the name and last known place of work of the member, 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 furnish full details of the grounds upon which such claims are made. The Company shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such moneys as may be due to the member, less the cost of advertising, as it may deem fit.

(ii) 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 Company shall consider any claim received after 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.

GENERAL.

(a) No person, whether a member or otherwise, shall have any claim right 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 Company, except under and in accordance with the provisions of this Agreement.

(b) Unless otherwise in this Agreement expressly provided—

(i) the rights, benefits or interest in the Fund (in this clause referred to as rights) conferred on any person in this Agreement shall not be capable of being exercised or claimed in any way by anybody other than such person and shall be purely personal to him, and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him (other than to the Company), or of being attached by any creditor, or of vesting in any other person whomsoever in any capacity;

(ii) such rights shall be determined absolutely and be wholly forfeited for the benefit of the Fund on the happening of any of the following events:—

(A) If the person concerned is finally declared insolvent 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 this Agreement (other than to the Company);

(B) 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 in this Agreement;

- (iii) mag die Maatskappy (ingeval 'n persoon sy regte verbeur soos voornoem), as hy dit verkies en in alle opsigte na sy goedvinde, van tyd tot tyd die volgende uit die Fonds betaal (of sonder kennisgewing ophou om dit te betaal):—
- (A) Aan sodanige persoon, dié bedrag of bedrae wat die Maatskappy nodig mag ag vir die onderhoud van sodanige persoon, en/of
- (B) aan die afhanklikes van sodanige persoon, dié bedrag of bedrae wat die Maatskappy nodig mag ag vir die onderhoud van sodanige afhanklikes;
- met dien verstande dat die totale betalings aan sodanige persoon (en/of afhanklikes) kragtens hierdie subklousule nie groter mag wees nie as die bedrag wat ten opsigte van sy regte betaalbaar sou gewees het as sodanige regte nie, soos voornoem, beëindig en verbeur is nie;
- (iv) word die datum van enigen van genoemde gebeurtenisse vir die toepassing van subklousule (c) (ii) hiervan geag die volgende te wees:—
- (A) In die geval van insolvensie, die datum van aanname van die oorgawe of van die finale sekwestrasiebevel, na gelang van die geval;
- (B) in die geval van beslaglegging, die datum van die las-brief of ander prosesstukke;
- (C) in die geval van die ander voornoemde gebeurtenisse, die datum van die dokument of ander ooreenkoms; met dien verstande dat, indien daar meer as een datum is wat voorgegee word as die datum waarop sodanige dokument of ander ooreenkoms geteken of aangegaan is, die datum vir die toepassing van hierdie subklousule geag moet word die vroegste van sodanige datums te wees;
- (v) geen regte kragtens hierdie Ooreenkoms 'n bate in die bestorwe boedel van 'n persoon is of word nie behalwe soos uitdruklik in hierdie Ooreenkoms bepaal.
- (c) (i) Indien die Maatskappy, absoluut na sy goedvinde, besluit dat dit onwenslik is om op die manier soos elders in hierdie Ooreenkoms bepaal, 'n voordeel te betaal aan 'n lid wat fisies of geestelik siek is, mag die Maatskappy na sy goedvinde die voordeel—
- (A) in paaiemente aan genoemde lid betaal; en/of
- (B) in sy geheel of gedeeltelik aan sy afhanklikes betaal; en/of
- (C) aan trustees betaal ten voordele van die lid of van sy afhanklikes of van beide; en/of
- (D) op dié ander manier ten voordele van sodanige lid en/of sy afhanklikes betaal as die Maatskappy mag bepaal.
- (ii) As die lid of afhanklike 'n minderjarige is, mag die Maatskappy die voordeel ten behoeve van sodanige minderjarige aan enige persoon betaal wat hy geskik ag.
- (iii) Die Maatskappy mag enige besluit wat hy kragtens subklousules (i) en (ii) hierbo geneem het, absoluut na sy eie goedvinde van tyd tot tyd wysig.
- (d) (i) Die Fonds het ten opsigte van enige geld wat 'n lid aan die Fonds verskuldig is, 'n algemene retensiereg op enige voordeel wat aan 'n lid of afhanklike of regsvertegenwoordiger of ander begunstigde betaalbaar is.
- (ii) Die Maatskappy het die reg, en word hierby die bevoegdheid verleen, om van 'n voordeel wat betaalbaar is 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 verskuldig of betaalbaar is en om sodanige bedrag aan die Fonds te betaal, wie se ontvangsbewys daarvoor 'n regsgeldige kwitansie en kwitering vir sodanige betaling is.
- (e) Indien daar te eniger tyd tot die tevredenheid van die Maatskappy bewys word dat die ouderdom van 'n lid verkeerd opgegee is, het die Maatskappy die bevoegdheid om dié aanpassings of veranderinge in die voordele te maak wat hy absoluut na sy goedvinde dienstig ag.
- (f) Enige vraagstuk wat mag ontstaan in verband met 'n eis deur 'n lid of gewese lid of sy afhanklikes of regsvertegenwoordiger, moet na die Maatskappy verwys word, en sy beslissing is, indien dit nie strydig met hierdie Ooreenkoms is nie, finaal.
- (g) Waar daar oor 'n feitevraag beslis word, mag die Maatskappy, behoudens andersluidende bepalings in hierdie Ooreenkoms, handel volgens dié getuienis wat hy toereikend ag, afgesien daarvan of dit wettige bewyslewing is of nie.
- (h) Alle prokurasies, ooreenkoms en ander dokumente wat namens die Fonds onderteken moet word, word geag behoorlik onderteken te wees indien dit namens die Maatskappy onderteken is deur een van sy direkteure wat behoorlik daartoe gemagtig is by 'n besluit van die Raad van Direkteure van die Maatskappy.
- (i) (i) Mits die goedkeuring van die Raad vooraf verkry word, mag die Maatskappy dié nuwe reëls en regulasies opstel of 'n bestaande reël wysig of herroep soos hy dit raadsaam ag.
- (ii) Die Kommissaris van Binnelandse Inkomste van die Republiek van Suid-Afrika moet onmiddellik in kennis gestel word van alle wysigings en veranderinge van die Reëls en Regulasies van die Fonds.
- (iii) Geen wysigings hoegenaamd wat die uitwerking het dat dit die hoofdoel van die Fonds, naamlik die verskaffing van geldelike voordele vir lede vir bereiking van die aftreleeftyd of ingeval van siekte, verander, mag in die reëls aangebring word nie.
- (j) Indien die Kommissaris van Binnelandse Inkomste te eniger tyd weier om die Fonds of 'n deel daarvan goed te keur met die doel om die werkgewers of die lede in staat te stel om die voordeel van vrystelling of toegewing ten opsigte van inkomste- of ander belasting te verkry, of indien die Maatskappy, met inagneming van 'n beslissing van sodanige Kommissaris, in verband

- (iii) in the event of any person forfeiting his rights as aforesaid, the Company, may, if it so chooses, and at its absolute discretion in all respects, from time to time pay out of the Fund (or without notice cease to pay)—
- (A) to such person such amount or amounts as the Company may consider necessary for the support of such person, and/or
- (B) to the dependants of such person such amount or amounts as the Company may consider necessary for the support of such dependants;
- provided that the total payments to any such person (and/or dependants) under this sub-clause 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;
- (iv) the date of the happening of any of the said events for the purpose of sub-clause (c) (ii) hereof shall be deemed to be—
- (A) in the event of insolvency, the date of the acceptance of the surrender or of the final order of sequestration as the case may be;
- (B) in the event of attachment, the date of the writ or other proceedings;
- (C) in any of the other events aforesaid, the date of the instrument or other agreement;
- Provided that if there shall be more than one date purporting to be the dates upon which any such instrument or other agreement was signed or entered into, the date for the purposes of this sub-clause shall be deemed to be the earliest of such dates.
- (v) 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.
- (c) (i) If the Company, in its absolute 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 Company 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 of both; and/or
- (D) in such other manner for the benefit of such member and/or his dependants, as the Company may determine.
- (ii) If the member or dependant is a minor, the Company may pay the benefit to any person it may deem fit on behalf of such minor.
- (iii) Any decision of the Company in terms of sub-clauses (i) and (ii) above may be varied by it from time to time in its sole and absolute discretion.
- (d) (i) The Fund shall have a general lien on any benefit payable to any member or dependant or legal representative or other beneficiary in respect of any money due by such member to the Fund.
- (ii) The Company 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 ex-member to the Fund and to pay such amount over to the Fund whose receipt therefore shall constitute a good and valid receipt and discharge for the same.
- (e) If at any time it is proved to the satisfaction of the Company that the age of a member has been incorrectly given, then the Company shall have power to make such adjustments or alterations to any benefits as in its absolute discretion it thinks fit.
- (f) Any question which may arise with regard to a claim by a member or ex-member or his dependants or legal representative shall be referred to the Company whose decision thereon, if not contrary to this Agreement, shall be final and conclusive.
- (g) In deciding any question of fact, the Company may, save as is otherwise provided in this Agreement, act upon such evidence as it shall deem adequate, whether amounting to legal proof or not.
- (h) 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 the Company on its behalf by one of its Directors duly authorised thereto by a resolution of the Board of Directors of the Company.
- (i) (i) Subject to the prior approval of the Council, the Company may make such new rules and regulations or alter or repeal any existing rule as it may consider advisable.
- (ii) The Commissioner for Inland Revenue of the Republic of South Africa shall be notified forthwith of any alterations and amendments to the Rules and Regulations of the Fund.
- (iii) No amendments whatsoever may be made to the rules which have the effect of altering the main purpose of the Fund, namely the provision of monetary benefits for members at retiring age or in the event of sickness.
- (j) If the Commissioner for Inland Revenue shall at any time refuse to approve the Fund or any part thereof for the purpose of enabling the employers or the members to obtain the benefit of exemption or allowance in respect of Income or other tax, or if the Company shall consider it expedient having regard to any ruling of such Commissioner with regard to Income or other

met inkomste- of ander belasting, dit dienstig ag, mag die Maatskappy, behoudens die goedkeuring van die Raad, dié veranderings in die reëls aanbring wat nodig mag wees om sodanige goedkeuring te verkry of om aan sodanige beslissing te voldoen.

(k) Indien daar iets gebeur waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie, is die beslissing van die Maatskappy in verband daarmee finaal indien dit nie met die bepaling van hierdie Ooreenkoms onbestaanbaar is nie.

(l) Die Fonds het die reg om by wyse van subrogasie enige bedrag wat verskuldig is deur derde partye wat regtens vir skadevergoeding aanspreeklik is as gevolg van die dood of besering van 'n lid, op sodanige derde partye te verhaal.

(m) Die Fonds is bevoeg om in sy eie naam te dagvaar of gedagvaar te word en om eiendom, roerend en onroerend, of enige belang daarin aan te knoop of op 'n ander manier te verkry, te hou en te vervreem.

12. VRYSTELLINGS.

(a) Die Raad mag na sy goedvinde vrystelling van enigeen of al die bepalinge van hierdie Ooreenkoms om 'n afdoende rede verleen.

(b) By die verlening van vrystelling, moet die Raad die voorwaardes bepaal waarop sodanige vrystelling van krag is. Ondanks die voorgaande bepaling, mag die Raad, indien hy dit dienstig ag, na een (1) week skriftelike kennisgewing aan die betrokke persoon of persone enige vrystelling intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

13. LIKWIDASIE.

(a) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of om 'n ander oorsaak gestaak word, moet die Fonds nog deur die Maatskappy geadminestreer word totdat dit gelikwedeer of oorgedra is aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds gestig is of totdat dit in 'n latere ooreenkoms voortgesit word.

(b) Die Maatskappy mag die Fonds likwedeer slegs as 'n besluit om dit te ontbind of te likwedeer, die steun van al die direkteure van die Maatskappy verkry het; met dien verstande dat, indien daar 'n geskil in die Nywerheid ontstaan as gevolg waarvan daar 'n staking of uitsluiting voorkom, die Fonds gelikwedeer moet word aan die einde van een jaar vanaf die datum waarop die staking of uitsluiting begin het, indien enigeen van die partye vra dat die Fonds gelikwedeer word.

(c) By die likwidasië van die Fonds moet alle belleggings in kontant omgesit en soos volg behandel word:—

(i) Die fondse in Rekening A, B en C moet saamgevoeg word, en na betaling van alle uitgawes wat met die likwidasië van die Fonds en die distribusie daarvan in verband staan, moet die saldo aan die lede van die Fonds betaal word op 'n *pro rata* grondslag volgens hul onderskeie bydraes tot Rekening A, mits die likwidasië nie ooreenkomstig die bepalinge van klousule 38 (4) van die Hoof-ooreenkoms geskied nie.

Indien die Fonds gelikwedeer word as gevolg van 'n geskil in die Nywerheid, moet die totale bedrag in die Fonds, na aftrekking van alle nodige uitgawes, soos volg verdeel word:—

Een-helfte moet aan die lede en een-helfte aan die werkgewers betaal word op 'n *pro rata* grondslag volgens hul bydraes.

(ii) Die likwidateurs van die Fonds is die direkteure van die Maatskappy op die datum van likwidasië, in hul persoonlike hoedanigheid, en hulle is geregtig op dieselfde gelde as dié betaalbaar aan likwidateurs van maatskappye.

Hierdie Ooreenkoms is namens die partye onderteken op die 17de dag van September 1962.

ISAAC OSPOVAT, *Voorsitter.*

EDGAR ARTHUR DEANE, *Ondervoorsitter.*

RUFUS URBANE KENNEY, *Sekretaris.*

tax, the Company may, subject to the prior approval of the Council, make such alterations in the rules as may be necessary to enable such approval to be obtained or to conform to such ruling.

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

(l) 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.

(m) The Fund shall be capable in its own name of suing or being sued and of purchasing or otherwise acquiring, holding and alienating property, movable or immovable, or any interest therein.

12. EXEMPTIONS.

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

(b) 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 (1) week's notice, in writing, 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.

13. LIQUIDATION.

(a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Company until it is liquidated or transferred to any other fund constituted for the same purpose as that for which the original fund was created or continued in a subsequent agreement.

(b) The Fund shall only be liquidated by the Company if a resolution for the dissolution or liquidation of the said Fund has received the support of all Directors of the Company; provided that should a dispute arise in the Industry as a result of which a strike or lock-out occurs, the Fund shall be liquidated at the end of one year from the date of the start of the strike or lock-out, should any of the parties call for the Fund's liquidation.

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

(i) The funds in Accounts A, B and C 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 to Account A, subject to the proviso that the liquidation does not occur in terms of clause 38 (4) of the Main Agreement.

Should the Fund be liquidated as a result of a dispute in the Industry, the total amount in the Fund, will after deduction of all necessary expenses, be distributed as follows:—

One half to be paid to the members and one half to the employers on a *pro rata* basis to their contributions.

(ii) The liquidators of the Fund shall be the Directors of the Company at the date of liquidation, in their personal capacity and they shall be entitled to fees on the same scale as are payable to liquidators of companies.

This Agreement signed on behalf of the parties on the 17th day of September, 1962.

ISAAC OSPOVAT, *Chairman.*

EDGAR ARTHUR DEANE, *Vice-Chairman.*

RUFUS URBANE KENNEY, *Secretary.*

AANHANGSEL A.—ANNEXURE A.

Loongroep. Wage Category.		Totale weeklikse bydrae deur werknemer en werkgewer. Total Weekly Contribution by Employee and Employer.		Loongroep. Wage Category.		Totale weeklikse bydrae deur werknemer en werkgewer. Total Weekly Contribution by Employee and Employer.	
Gebied/Area A.	Gebied/Area B.	Gebied/Area A.	Gebied/Area B.	Gebied/Area A.	Gebied/Area B.	Gebied/Area A.	Gebied/Area B.
Per Week.	Per Week.	R	R	Per Week.	Per Week.	c	c
26.00	24.20	1.40	1.30	15.60	15.60	90	85
21.00	18.90	1.15	1.05	14.48	13.58	80	75
20.80	19.36	1.15	1.05	14.00	13.20	70	70
18.00	16.64	0.95	0.90	11.68	11.27	65	65
17.33	16.13	0.95	0.90	11.35	10.25	60	55
16.50	14.85	0.90	0.85	10.00	9.40	50	50