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GOEWERMENTSKENNISGEWING.**DEPARTEMENT VAN ARBEID.**

No. 1504.] [27 September 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRANK- EN VERVERSINGSBEDRYF, DURBAN.

VOORSORGSFONDS.

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 Drank- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag 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 vakvereniging is; en

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 13, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede 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 Bedryf in die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban en daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van elf myl vanaf die Hoofposkantoor, Durban, geleë is.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, DURBAN.

VOORSORGSFONDSOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956 (soos gewysig), gesluit en aangegaan deur en tussen die
Hotel Association of Durban and District

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

The Natal Liquor and Catering Trade Employees' Union
(hieronder "die werknemers" of "die vakvereniging" genoem),
aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur die werknemers in klousule 5 (1)

GOVERNMENT NOTICE.**DEPARTMENT OF LABOUR.**

No. 1504.] [27 September 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

LIQUOR AND CATERING TRADE, DURBAN.

PROVIDENT FUND.

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 Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 13, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second 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 Trade in the area within a radius of ten miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of eleven miles from the General Post Office, Durban.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN.

PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (as amended), made and entered into between the
Hotel Association of Durban and District

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

The Natal Liquor and Catering Trade Employees' Union
(hereinafter referred to as "the employees" or "the Trade Union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of ten miles from the General Post Office, Durban, but within the magisterial district of Durban and those portions of the

van hierdie Ooreenkoms bedoel, wat lede van die vakvereniging is en in daardie Nywerheid in diens is, nagekom word in die gebied binne 'n straal van tien myl van die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban en dié gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van elf myl van die Hoofposkantoor, Durban, val.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir drie jaar of 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, word ook alle wysigings van dié wet bedoel. Voorts, tensy onbestaanbaar met die samehang, beteken—

- “Wet” die Wet op Nywerheidsversoenig, 1956 (soos gewysig);
- “Aanhangsel A” die vorm voorgeskryf in Aanhangsel A hierby of sodanige ander vorm wat die Raad in plaas daarvan mag voorskryf;
- “Aanhangsel B” die vorm voorgeskryf in Aanhangsel B hierby of sodanige ander vorm wat die Raad in plaas daarvan mag voorskryf;
- “Aanhangsel C” die vorm voorgeskryf in Aanhangsel C hierby of sodanige ander vorm wat die Raad in plaas daarvan mag voorskryf;
- “Aanhangsel D” die vorm voorgeskryf in Aanhangsel D hiervan of sodanige ander vorm wat die Raad in plaas daarvan mag voorskryf;
- “Aanhangsel E” die vorm voorgeskryf in Aanhangsel E hierby of sodanige ander vorm as wat die Raad in plaas daarvan mag voorskryf;
- “Aanhangsel F” die Bydraeskaal wat in Aanhangsel F hierby uiteengesit word;
- “Versekeringsmaatskappy” die Legal and General Assurance Society Limited;
- “basiese loon” die loon soos voorgeskryf in klousule 4 (1) van die Hoofooreenkoms, maar omvat dit nie lewenskostetoelae, kommissie, bonus of gratifikasie nie;
- “aanvangsdatum” 1 Februarie 1960, die datum waarop die Fonds ingestel is;
- “bydraeloon”—

- (i) in die geval van werknemers wat weekliks betaal word, die basiese loon plus lewenskostetoelae, vermenigvuldig met $4\frac{1}{2}$, of

- (ii) in die geval van werknemers wat maandeliks betaal word, die basiese loon plus lewenskostetoelae;

“Raad” die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban;

“intreedatum” die aanvangsdatum en 1 Februarie van elke daaropvolgende jaar en met betrekking tot Klas A- en Klas C-kroegmanne en klerklike werknemers, is die intreedatum die 1st van die maand wat volg op die publikasie van hierdie Ooreenkoms en daarna 1 Februarie in daaropvolgende jare;

“Fonds” die Voorsorgsfonds van die Drank- en Verversingsbedryf, Durban, in klousule 4 van hierdie Ooreenkoms bedoel;

“Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 322 van 28 Julie 1961, en alle wysigings daarvan, of enige latere loonooreenkoms wat vir die Drank- en Verversingsbedryf, Durban, gepubliseer word;

“Trustees” die Raad van Trustees wat ingevolge klousule 8 van hierdie Ooreenkoms aangestel word;

“aanvullende rekening” die aparte rekening ingestel ooreenkomstig die reglement van die Fonds.

“Drank- en Verversingsbedryf” die bedryf wat uitgeoefen word in verband met enige perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die volgende lisensies ingevolge die bepalings van die Drankwet, 1928, gehou word, naamlik—

- (i) restaurant-dranklisensies;
- (ii) hotel-dranklisensies;
- (iii) kanten-lisensies;
- (iv) teater- of sportgronde-dranklisensies;
- (v) tydelike dranklisensies;
- (vi) nagtelike geleentheids-lisensies;
- (vii) wyn- en bier-lisensies.

4. INSTELLING EN DOEL VAN DIE FONDS.

(1) Die Fonds wat ingevolge die Ooreenkoms wat by Goewermentskennisgewing No. 107 van 22 Januarie 1960, ingestel is as die Voorsorgsfonds vir die Drank- en Verversingsbedryf, Durban, bekend staan, word hiermee voortgesit.

(2) Die Fonds moet deur sy reglement wat van tyd tot tyd van krag is, beheer word en, afgesien van die voordele wat uit die aanvullende rekening betaal word, word die voordele van die Fonds kragtens Hoofpolisse No. AMP 1071 en AMP 1072, uitge-reik deur die Versekeringsmaatskappy, verseker. 'n Sertifikaat van versekering (soos van toepassing—kyk Aanhangsels A en B) waarin die besonderhede van sy bystand gemeld word, moet aan elke lid uitgereik word.

magisterial districts of Inanda and Pinetown which fall within a radius of eleven miles from the General Post Office, Durban, by all employers in the Liquor and Catering Trade, who are members of the employers' organisation and by the employees referred to in clause 5 (1) of this Agreement who are members of the Trade Union and are employed in that Trade.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into force on such date as shall be fixed by the Minister for Labour in terms of section *forty-eight* of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS.

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act and any reference to any Act shall include any amendment of such Act. Further unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1956 (as amended);
- “Annexure A” means the form prescribed in Annexure A hereto or such other form as the Council may prescribe in its stead;
- “Annexure B” means the form prescribed in Annexure B hereto or such other form as the Council may prescribe in its stead;
- “Annexure C” means the form prescribed in Annexure C hereto or such other form as the Council may prescribe in its stead;
- “Annexure D” means the form prescribed in Annexure D hereto or such other form as the Council may prescribe in its stead;
- “Annexure E” means the form prescribed in Annexure E hereto or such other form as the Council may prescribe in its stead;
- “Annexure F” means the Scale of Contributions as set out in Annexure F hereto;
- “Assurance Society” means the Legal and General Assurance Society Limited;
- “basic wage” shall mean the wage as prescribed in clause 4 (1) of the Main Agreement and does not include Cost of Living Allowance, Commission, Bonus or Gratuity;
- “commencement date” means the 1st February, 1960, on which date the Fund was established;
- “contribution wage” means—

- (i) in the case of employees who are paid weekly, basic wage plus cost of living allowance, multiplied by $4\frac{1}{2}$; or
- (ii) in the case of employees who are paid monthly, basic wage plus cost of living allowance;

“Council” means the Industrial Council for the Liquor and Catering Trade, Durban;

“entry date” means the commencement date and the 1st February of each subsequent year and in so far as Class A and Class C barmen and clerical employees are concerned the entry date shall be the 1st of the month following the publication of this Agreement and thereafter the 1st day of February, in subsequent years;

“Fund” means the Durban Liquor and Catering Trade Provident Fund referred to in clause 4 of this Agreement;

“Main Agreement” means the Agreement published under Government Notice No. 322 of the 28th July, 1961, and any amendments thereto or any subsequent wage agreement published for the Liquor and Catering Trade, Durban;

“member” means an employee who has become eligible to join the Fund and for whom contributions are paid;

“pensionable wage” means the minimum basic wage to which shall be added the cost of living allowance and all other cash emoluments of a recurrent nature;

“Trustees” means the Board of Trustees appointed in terms of clause 8 of this Agreement;

“Supplementary Account” means the separate account established in accordance with the rules and Regulations of the Fund;

“Liquor and Catering Trade” means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under provisions of the Liquor Act, 1928, namely—

- (i) restaurant liquor licence;
- (ii) hotel liquor licence;
- (iii) bar licence;
- (iv) theatre or sports ground liquor licence;
- (v) temporary liquor licence;
- (vi) late hour occasional liquor licence;
- (vii) wine and malt liquor licence.

4. ESTABLISHMENT AND OBJECT OF THE FUND.

(1) The Fund established in terms of the Agreement published under Government Notice No. 107 of the 22nd January, 1960, and known as the Durban Liquor and Catering Trade Provident Fund, is hereby continued.

(2) The Fund shall be governed by its Rules and Regulations in force from time to time and apart from benefits paid out of the Supplementary Account, the benefits under the Fund are assured under Master Policies No. AMP 1071 and AMP 1072 issued by the Assurance Society. A Certificate of Assurance (as applicable—see Annexure A and B) shall be issued to each member stating the particulars of his benefits.

(3) Die doel van die Fonds is—

- (a) om by aftrede op die gewone aftreedatums aan lede 'n kontantvoordeel of 'n jaargeld te verskaf;
- (b) om voorsorg te maak vir 'n betaling aan die benoemde begunstigde van 'n lid wat voor sy aftrede te sterwe kom;
- (c) om aan lede by hulle aftrede voor die gewone aftreedatum, na goedvinde van die Trustees, sekere bystand te verleen.

5. LIDMAATSKAP.

(1) Lidmaatskap van die Fonds is verpligtend vir alle manlike werknemers, uitgesonderd diegene wat in 'n tydelike of los hoedanigheid in diens is, wat op die aanvangsdatum in die Drank- en Verversingsbedryf, Durban, in diens is, en wat nie jonger as 16 jaar is nie en wat een jaar ononderbroke diens in die Drank- en Verversingsbedryf gehad het en wat in diens is as—

- (i) kroegmanne, Klas A, B, C en D;
- (ii) koks wie se pensioendraende loon hoogstens R100 per maand is;
- (iii) kerriekoks;
- (iv) skakelbordbedieners, persoonlike bedieners, wasserywerkers, faktotums, wie se pensioendraende loon hoogstens R55 per maand is;
- (v) hyserbedieners;
- (vi) provisiekamerwerkers;
- (vii) hoofkokers wie se pensioengewende loon hoogstens R70 per maand is;
- (viii) joggies;
- (ix) kokers;
- (x) leerlingkokers;
- (xi) kerriekokers met een jaar of meer diens in dieselfde bedryfsinrigting;
- (xii) klerklike werknemers,

soos in die Hoofdooreenkomst omskryf.

(2) Lidmaatskap van die Fonds is verpligtend vir alle manlike werknemers wat na die aanvangsdatum in die Drank- en Verversingsbedryf, in diens tree, met dien verstande dat hulle nie ouer as 50 jaar is nie en dat hulle aan die ander voorwaardes wat in subklousule (1) van hierdie klousule gemeld word, voldoen. Sodanige werknemers word lede van die Fonds op die intreedatum wat saamval met of wat eerste volg op die datum van indiensneming.

(3) Lidmaatskap van die Fonds is egter nie verpligtend nie ten opsigte van 'n werknemer wat op die inwerkingtreedingsdatum van hierdie Ooreenkomst 'n deelhebbende is in en 'n lid is (of dit daarna word) van 'n ander fonds wat op gemelde datum bestaan het en waarin die werkgewer van daardie werknemer op die gemelde datum 'n deelhebbende was, wat op die gemelde datum pensioen- of bystandvoordele verskaf het, of ten opsigte van die werkgewer van sodanige werknemer, slegs gedurende dié tydperk wat dié ander fonds voortduur en beide die werkgewer en die werknemer deel daarin het, indien die voordele van dié ander fonds na die mening van die Trustees oor die algemeen nie minder gunstig is as die voordele wat deur hierdie Fonds verskaf word nie.

6. BEGUNSTIGDES.

(1) Elke lid moet die vorm voorgeskryf in Aanhangsel C, invul en die ingevulde vorm by die Trustees indien wat moet reël dat die Versekeringsmaatskappy die naam van die benoemde begunstigde op die lid se versekeringsertifikaat (Aanhangsels A en B) inskryf sodat sodanige benoeming van krag kan wees.

(2) Vir die toepassing van subklousule (1) van hierdie klousule sal die volgende as begunstigdes gereken word:—

- (a) 'n Lid se vrou;
- (b) 'n lid se kinders onder die ouderdom van 21 (met inbegrip van aangenome kinders) wat uitsluitlik of gedeeltelik van die lid afhanklik is en wat by sodanige lid inwoon;
- (c) enige ander persoon wat deur die Trustees goedgekeur en deur die lid ooreenkomstig subklousule (1) van hierdie klousule benoem is.

7. BYDRAES.

(1) Elke lid moet maandeliks 'n som bydra wat vasgestel word ooreenkomstig die bydraeskaal soos uiteengesit in Aanhangsel F. Op elke intreedatum word die lid se graad ooreenkomstig sy bydraeloon bepaal en sy bydraes op hierdie graad gegrond tot die volgende intreedatum. 'n Verslagkaart waarop sy bydraes soos deur die Trustees gesertifiseer, aangetoon word, (kyk Aanhangsel D) moet aan elke lid uitgereik word.

(2) Die bydraes in subklousule (1) bedoel, moet elke maand in die loonverslae aangeteken word.

(3) Elke werkgewer moet maandeliks ten opsigte van elke lid in sy diens 'n bedrag bydra wat gelyk is aan die bydraes bedoel in subklousule (1).

(4) Op elke intree moet die Trustees die Versekeringsmaatskappy in kennis stel van die lid se graad vir die daaropvolgende Fondsjaar en moet die Versekeringsmaatskappy die premiebylae (kyk Aanhangsel E) opstel wat aan die begin van elke maand aan die Raad gelewer moet word. Die Raad moet die betrokke premiebylae aan elke werkgewer lewer.

(5) Elke werkgewer moet maand vir maand die totale bedrag aan werkgewers en werknemers se bydraes vir die betrokke maand per afsonderlike tjeek tesame met die premiebylae (kyk Aanhangsel E) vir daardie maand, aan die Sekretaris van die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban, Posbus 1814, Durban, stuur sodat dit die kantoor voor of op die 15de dag van die maand bereik wat op die maand volg ten opsigte waarvan die aftrekkings gedoen is.

(3) The objects of the Fund shall be—

- (a) To provide members on retirement at the usual retirement dates with a cash benefit or an annuity;
- (b) to provide on the death of a member prior to retirement for payment to his beneficiary nominee;
- (c) to provide members on their retirement before the normal retirement date with certain benefits at the discretion of the Trustees.

5. MEMBERSHIP.

(1) Membership of the Fund shall be compulsory for all males who on the commencement date are employed other than in a temporary or casual capacity in the Liquor and Catering Trade, Durban, and who are aged not less than 16 and who have had one year's continuous service in the Liquor and Catering Trade and who are employed as—

- (i) barmen, Classes A, B, C and D;
- (ii) cooks whose pensionable wage does not exceed R100 per month;
- (iii) curry cooks;
- (iv) switchboard operators, valets, laundrymen, handymen whose pensionable wage does not exceed R55 per month;
- (v) lift attendants;
- (vi) still room employees;
- (vii) head waiters whose pensionable wage does not exceed R70 per month;
- (viii) pages;
- (ix) waiters;
- (x) learner waiters;
- (xi) curry waiters with one or more years' service at the same establishment;
- (xii) clerical employees;

as defined in the Main Agreement.

(2) Membership of the Fund shall be compulsory for all males who take up employment in the Liquor and Catering Trade after the commencement date provided they are not aged over 50 and fulfil the remaining conditions set out in sub-clause (1) of this clause. Such employees shall become members of the Fund on the entry date coincident with or next following the date of employment.

(3) Membership of the Fund shall, however, not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and a member of any other fund which on the said date provided 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 such 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 Trustees the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund.

6. BENEFICIARIES.

(1) Every member shall complete the form prescribed in Annexure C and lodge such completed form with the Trustees who shall arrange for the Assurance Society to endorse the name of the nominated beneficiary on the member's Certificate of Assurance (Annexures A and B) in order that such nomination shall be effective.

(2) For the purpose of sub-clause (1) of this clause the following will be considered to be beneficiaries:—

- (a) A member's wife.
- (b) A member's children under the age of 21 (including adopted children) who are wholly or partly dependent on the member and who reside with such member.
- (c) Any other person approved by the Trustees and nominated by the member in terms of sub-clause (1) of this clause.

7. CONTRIBUTIONS.

(1) Each member shall contribute monthly a sum determined in accordance with the scale of contributions set out in Annexure F. At each entry date the member's grade is determined according to his contribution wage and his contributions are based on this grade until the next following entry date. Each member shall be issued with a record card (see Annexure D) on which his contributions will be shown and certified by the Trustees.

(2) The contributions referred to in sub-clause (1) shall be reflected through the wage records each and every month.

(3) Every employer shall contribute monthly an amount equal to the contributions referred to in sub-clause (1) in respect of each member in his employ.

(4) At each entry date the Assurance Society shall be notified by the Trustees of the member's grade for the ensuing Fund year and will compile the premium schedule (see Annexure E) which will be rendered to the Council at the beginning of each month. The Council will render the relevant premium schedule to each employer.

(5) Each employer shall forward month by month by separate cheque the total members' and employers' contributions for the relevant month, together with the premium schedule (see Annexure E) for that month, to the Secretary of the Industrial Council for the Liquor and Catering Trade, Durban, P.O. Box 1814, Durban, so as to reach that office not later than the 15th day of the month following that in respect of which deductions were made.

(6) Elke werkgever moet voor of op 31-Maart elke jaar, ingevulde vorms wat die Versekeringsmaatskappy op die intreedatum vereis, aan die Trustees voorle. Ander vorms, as daar is, moet binne dertig dae nadat die Trustees gevra het dat hulle ingevul word, aan die Trustees teruggestuur word.

8. ADMINISTRASIE VAN DIE FONDS.

(1) (a) Die administrasie van die Fonds word beheer deur 'n Raad van Trustees wat bestaan uit—

(i) drie Trustees wat deur die werkgewersorganisasie aangestel word; en

(ii) drie Trustees wat deur die vakvereniging aangestel word.

(Die werkgewersorganisasie en die vakvereniging mag ook plaasvervangers vir die eerste lede aanstel.)

(b) Die Raad van Trustees moet die Fonds ooreenkomstig reëls voorgeskryf deur die Raad administreer.

(c) Die reëls van die Fonds mag, behoudens die goedkeuring van die Raad, te eniger tyd deur die Raad van Trustees gewysig word. Die reëls of enige wysiging daarvan moet nie met die bepalings van hierdie Ooreenkoms of met die bepalings van die Wet strydig wees nie, en 'n afskrif van die reëls en al die wysigings daarvan, moet aan die Registrateur gestuur word. 'n Afskrif van die reëls en enige wysigings daarvan moet by die kantoor van die Sekretaris van die Raad gedurende kantoorure vir enige werkgever of bydraer ter insae lê.

(2) Twee werkgewersverteenwoordigers en twee werknemers-verteenwoordigers vorm 'n kworum en alle sake word deur 'n meerderheid van stemme beslis.

9. FINANSIËLE BEHEER.

(1) Alle geld wat die Fonds ontvang, moet in 'n bankrekening wat op die naam van die Fonds geopen is, inbetaal word.

(2) Die totale koste in verband met of wat voortvloei uit die bestuur of administrasie van die Fonds en die belegging daarvan, met inbegrip van die ouditeurskoste, moet deur die Fonds betaal word.

(3) Alle betalings uit die Fonds geskied per tjek wat op die Fonds se rekening getrek word en sulke tjeks moet onderteken word deur die voorsitter of ondervoorsitter van die Raad of 'n ander persoon deur die Raad aangestel, en medeonderteken word deur die sekretaris of 'n ander persoon deur die Raad aangestel.

(4) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die betalings aan die Versekeringsmaatskappy en die aanvullende rekening moet jaarliks vir die tydperk eindigende 31 Januarie goedgekeur word.

Die geouditeerde staat en balansstaat moet deur die ouditeur van die Raad gesertifiseer en deur die voorsitter van die Raad medeonderteken word en moet daarna by die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande na bogenoemde datum aan die Nywerheidsregistrateur gestuur word.

(5) Surplusfondse in die aanvullende rekening moet nie anders belê word nie as in—

(i) effekte van die Republiek of plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Posspaarrekenings of -sertifikate;

(iv) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke, of op enige ander wyse deur die Registrateur goedgekeur.

10. VRYWARING.

Die Trustees, hul plaasvervangers en lede van die Raad word hierby deur die Fonds gevrywaar teen alle verliese en onkoste die *bona fide*-uitvoering van hulle pligte gely of aangegaan.

11. GESKILLE.

Alle geskille in verband met die vertolking, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms in verband met die administrasie van die Fonds, wat die Trustees nie in staat is om te besleg nie, moet vir beslissing na die Raad verwys word en sodanige beslissing is afdoende en bindend.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Indien hierdie Ooreenkoms deur verloop van tyd verstryk of om enige ander rede ophou om te bestaan, moet die Fonds verder deur die Raad van Trustees bestuur word totdat dit of gelikwidier is, of deur die Raad oorgedra is aan 'n ander fonds wat gestig is vir dieselfde doel waarvoor die oorspronklike Fonds gestig is.

(2) Ingeval die Raad ooreenkomstig subklousule (2) van artikel vier-en-dertig van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, ontbind word of ophou om te funksioneer, moet die Raad van Trustees voortgaan om die Fonds te beheer en die lede van die Raad, op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet vir sodanige doeleindes as lede daarvan geag word; met dien verstande egter dat enige vakature wat in sodanige Raad van Trustees ontstaan, deur die Registrateur uit werkgewers of werknemers in die Drank- en Verversingsbedryf, Durban, gevul kan word om gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die samestelling van sodanige Raad te verseker. Ingeval die Raad van Trustees nie in staat is nie of onwillig is om sy pligte

(6) Each employer shall, not later than 31st March in each year, lodge completed forms as required by the Assurance Society on the entry date with the Trustees. Other forms, if any, must be returned to the Trustees within thirty days of their completion being requested by the Trustees.

8. ADMINISTRATION OF THE FUND.

(1) (a) The administration of the Fund shall be vested in a Board of Trustees consisting of—

(i) three trustees to be appointed by the employers' organisation; and

(ii) three trustees to be appointed by the Trade Union.

(The employers' organisation and Trade Union may also appoint alternates to the principal members.)

(b) The Board of Trustees shall administer the Fund in accordance with rules prescribed by the Council.

(c) The rules of the Fund may be amended at any time by the Board of Trustees subject to the approval of the Council. Such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of the Act, and a copy of such rules and all amendments thereto shall be furnished to the Registrar. A copy of the rules and any amendments thereto shall be available for inspection by any employer or contributor at the office of the Secretary of the Council during office hours.

(2) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes.

9. FINANCIAL CONTROL.

(1) All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.

(2) The whole of the expenses in connection with or incidental to the management or administration of the Fund and the investment thereof, including the cost or audit, shall be paid by the Fund.

(3) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by the Chairman or vice-chairman of the Council or such other person who may be appointed by the Council and countersigned by the Secretary or such other person who may be appointed by the Council.

(4) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The payments to the Assurance Society and the Supplementary Account shall be audited annually for the period ending 31st January.

The audited statement and balance sheet shall be certified by the auditor of the Council and countersigned by the Chairman of the Council and shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Industrial Registrar within three months after the aforementioned date.

(5) Surplus funds under the Supplementary Account shall not be invested otherwise than in—

(i) Republic or local government stock;

(ii) National Saving Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) Savings accounts, permanent shares or fixed deposits in Building Societies or Banks, or in any other manner approved by the Registrar.

10. INDEMNITY.

The Trustees, their alternates and Council members are hereby indemnified by the Fund against all losses and expenses incurred by them in the *bona fide* discharge of their duties.

11. DISPUTES.

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement concerning the administration of the Fund which the Trustees are unable to settle, shall be referred to the Council for decision and such decision shall be final and binding.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be continued to be administered by the Board of Trustees until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of sub-section (2) of section thirty-four of the Act during any period in which this Agreement is binding, the Board of Trustees shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancies occurring on such Board of Trustees may be filled by the Registrar from employers or employees in the Liquor and Catering Trade, Durban, to ensure an equality of employer and employee representatives and alternates in the membership of such Board. In the event of the Board of

na te kom, of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, mag hy 'n trustee of trustees wat vir dié doel al die magte van sodanige Raad sal hê, aanstel om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwider word op die wyse wat in subklousule (3) van hierdie klousule uiteengesit word, en indien die sake van die Raad by sodanige verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds soos in artikel vier-en-dertig (4) van die Wet bepaal, verdeel word asof dit deel uitgemaak het van die algemene fondse van die Raad.

(3) Wanneer die Fonds kragtens subklousule (1) hiervan gelikwider word, moet die geld wat in die krediet van die Fonds staan nadat alle eise, met inbegrip van administrasie- en likwidasielkoste, betaal is, in die algemene fonds van die Raad inbetaal word.

13. AGENTE.

Die Raad mag een of meer aangewese persone as agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en elke werknemer om so 'n agent tot die persele toe te laat om die ondersoek in te stel, om die boeke of stukke na te gaan en om die persone te ondervra wat vir hierdie doel nodig mag wees.

14. VRYSTELLINGS.

Die Raad mag op aanbeveling van die Trustees vrystelling van eenige van die bepalings van hierdie Ooreenkoms verleen op die voorwaardes wat hulle mag vasstel.

15. VERTONING VAN OOREENKOMS.

Elke werkgewer binne die regsgebied van die Raad moet op een of ander opvallende plek op sy perseel wat vir die lede van die Fonds toeganklik is, 'n afskrif van hierdie Ooreenkoms opgeplak hou.

Op hede die 18de dag van Julie 1963 te Durban onderteken.

C. H. CHAMPAIN,
Voorsitter van die Raad.

LOUIS NELSON,
Ondervoorsitter van die Raad.

T. E. TREHEARN,
Sekretaris van die Raad.

AANHANGSEL A.

Lidmaatskapnommer _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

SERTIFIKAAT VAN VERSEKERING

ooreenkomstig Hoofpolis No. AMP. 1071 verleen aan
DIE VOORSORGSFONDS VAN DIE DRANK- EN
VERSEKERINGSBEDRYF, DURBAN.

Hierby word gesertifiseer dat 'n uitkeringsversekering met winste op u lewe aangegaan is, behoudens die reglement van die Fonds ooreenkomstig bogenoemde Hoofpolis, deur die Legal and General Assurance Society, Limited, soos uiteengesit in die boekie wat daarop betrekking het en enige wysiging daarvan. Die oorspronklike versekerde som op u lewe is R _____. By u aftreding word die versekerde som plus die opgelope bonusse ooreenkomstig die reglement gebruik om 'n pensioen of ander bystand aan te koop. Ingeval u vroeër sterf, word die oorspronklike versekerde som tesame met enige bonus wat volgens die reglement van die Versekeringsmaatskappy ten tye van betaling die versekering toekom, gebruik om vir u afhanklikes te sorg.

Die bystand is nie oordraagbaar nie en kan nie op enige wyse afgestaan, belas of beswaar word nie.

Namens die LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED, Bestuurder vir Suidelike Afrika.

Ondersoek _____
Datum _____

AANHANGSEL B.

Lidmaatskapnommer _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

SERTIFIKAAT VAN VERSEKERING

ooreenkomstig Hoofpolis No. AMP. 1072 verleen aan
DIE VOORSORGSFONDS VAN DIE DRANK- EN
VERVERSINGSBEDRYF, DURBAN.

Hierby word gesertifiseer dat 'n suiwer uitkeringsversekering op u lewe kragtens bogenoemde Hoofpolis deur die Legal and General Assurance Society, Limited, behoudens die reglement van die Fonds soos uiteengesit in die Boekie wat daarop betrekking het en enige wysiging daarvan, aangegaan is.

Trustees being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a Trustee or Trustees to carry out the duties of such Board and who shall possess all the powers of such Board for that purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (3) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed the balance of the Supplementary Account under the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of sub-clause (1) hereof the monies remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses shall be paid into the general funds of the Council.

13. AGENTS.

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such agent to enter such premises, institute enquiries, examine any books or documents and to interrogate such persons as may be necessary for this purpose.

14. EXEMPTIONS.

Upon the recommendation of the Trustees the Council may grant such exemptions from the terms of this Agreement under such terms and conditions as they may determine.

15. EXHIBITION OF AGREEMENT.

Every employer within the area of jurisdiction of the Council shall keep affixed in some conspicuous place upon his premises a copy of this Agreement so as to be accessible to members of the Fund.

Signed at Durban this 18th day of July, 1963.

C. H. CHAMPAIN,
Chairman of the Council.

LOUIS NELSON,
Vice-Chairman of the Council.

T. E. TREHEARN,
Secretary of the Council.

ANNEXURE A.

Membership No. _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

CERTIFICATE OF ASSURANCE

under Master Policy No. AMP. 1071 granted to
THE DURBAN LIQUOR AND CATERING TRADE
PROVIDENT FUND.

This is to certify that a With-Profit Endowment Assurance on your life has been effected under the above Master Policy by the Legal and General Assurance Society, Limited, subject to the Rules of the Fund as set out in the booklet relating thereto and any amendment thereof. The Initial Sum Assured on your life is R _____. On your retirement the sum assured plus accumulated bonuses will be applied in accordance with the Rules to purchase a pension or other benefit. In the event of your prior death the initial sum assured together with any bonus which according to the Regulations of the Assurance Society may at the time of payment be attached to the assurance will be used to provide for your dependants.

The benefits are not transferable and cannot be assigned, charged or encumbered in any way.

For the LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED, Manager for Southern Africa.

Examined _____
Date _____

ANNEXURE B.

Membership No. _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

CERTIFICATE OF ASSURANCE

under Master Policy No. AMP. 1072 granted to
THE DURBAN LIQUOR AND CATERING TRADE
PROVIDENT FUND.

This is to certify that a Pure Endowment on your life has been effected under the above Master Policy by the Legal and General Assurance Society, Limited, subject to the Rules of the Fund as set out in the Booklet relating thereto and any amendment thereof.

Die bystand wat deur hierdie versekering verleen word, is—

- (a) 'n som van R..... wat by u aftreding ooreenkomstig die reglement gebruik sal word om 'n pensioen of ander bystand aan te koop;
(b) in die geval van u dood voor die normale aftredingsdatum, 'n terugbetaling van die premies wat voor u dood betaal is.

Die bystand is nie oordraagbaar nie en kan nie op enige wyse afgestaan, belas of beswaar word nie.

Namens die LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED, Bestuurder vir Suidelike Afrika.

Ondersoek.....
Datum.....

AANHANGSEL C.

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.
Hoofkantoor vir Suidelike Afrika,
Legal and General-gebou,
Mainstraat 85,
Johannesburg.

VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, DURBAN

(hieronder die „Fonds” genoem)

verseker ooreenkomstig Hoofpolis No. AMP. 1071/AMP. 1072,

Naam van lid.....

Lidmaatskapnommer.....

Hierby benoem ek ondergenoemde as die persoon aan wie die betaling van die sterftebystand kragtens No. 8 van die reglement van die Fonds in die geval van my dood voor normale aftredingsdatum gedoen moet word.

Naam van benoemde voluit.....

(Hoofletters.)

Adres van benoemde.....

Verwantskap (as daar is) aan lid.....

Is die benoemde ouer as 21?.....

Handtekening van lid.....

Handtekening namens die Fonds.....

(Trustee.)

Datum.....

LET WEE.—Hierdie benoeming is onderworpe aan herroeping soos bepaal in die reglement van die Fonds.

Geen benoeming of intrekking van 'n benoeming is van krag nie, tensy en totdat dit deur 'n beamppte van die Versekeringsmaatskappy in die spesiale tabel uiteengesit in die lid se sertifikaat(e), opgeteken en geparafeer is. Die sertifikaat(e) moet dus hierdie magtigingsbrief vergesel.

VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, DURBAN.

London Assurance-gebou 311,
Smithstraat 321,
Durban.

WERKNEMER SE VERSLAGKAART.

Werknemers word versoek om hulle by diensbeëindiging by bogenoemde kantoor aan te meld ten einde enige bystand wat verskuldig mag wees, af te haal.

N.B.—Indien 'n werknemer tydelik werkloos is, moet hy self die hiele bydrae betaal, anders mag hy sy bystand verloor.

The benefits provided by this Assurance are—

- (a) a sum of R..... which on your retirement will be applied in accordance with the Rules to purchase a Pension or other Benefit;
(b) in the event of your death before Normal Retirement Date a refund of the premiums paid prior to your death.

The benefits are not transferable and cannot be assigned, charged or encumbered in any way.

for the LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED, Manager for Southern Africa.

Examined.....
Date.....

ANNEXURE C.

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

Head Office for Southern Africa,
Legal and General Building,
85 Main Street,
Johannesburg.

DURBAN LIQUOR AND CATERING TRADE
PROVIDENT FUND

(hereinafter referred to as “the Fund”)

assured under Master Policy No. AMP. 1071/AMP. 1072.

Name of Member.....

Membership No.....

I hereby nominate the undermentioned as the person to whom the payment of the Death Benefit under No. 8 of the Fund Rules is to be made in the event of my death before Normal Retirement Date.

Full Name of Nominee.....

(Capital letters.)

Address of Nominee.....

Relationship (if any) to Member.....

Is the Nominee over age 21?.....

Signature of Member.....

Signature on behalf of the Fund.....

(Trustee)

Date.....

NOTE.—This nomination is subject to revocation as provided in the Fund Rules.

No nomination or cancellation of a nomination shall be of any effect unless and until it has been recorded and initialled by an Official of the Assurance Society in the Special Table set out in the Member's Certificate(s). The Certificate(s) must therefore accompany this letter of authority.

DURBAN LIQUOR AND CATERING TRADE
PROVIDENT FUND.

311 London Assurance House,
321 Smith Street,
Durban.

EMPLOYEE'S RECORD CARD.

On termination of service employees are requested to report to the above office in order to collect any benefits that may be due.

N.B.—If the Employee is temporarily unemployed he must pay the whole of the contribution himself otherwise he may lose his benefits.

AANHANGSEL D/ANNEXURE D.

Naam.....
Name.....

Lidmaatskapnommer.....
Membership No.....

Adres.....
Address.....

Jaar wat begin op 1/2/60. Year commencing on 1/2/60.	Betrekking. Occupation.	Maandelikse bydrae. Monthly Contribution.	Gesertifiseer namens die Fonds. Certified on behalf of the Fund.	Laaste werkgewer. Last Employer.	Laaste aftrekking gedoen ten opsigte van maand geëindig. Last Deduction made in respect of Month ending.	Handtekening van werkgewer. Signature of Employer.	Datum. Date.
		R c					

AANHANGSEL E./ANNEXURE E.

LEGAL AND GENERAL ASSURANCE SOCIETY, Limited.

PREMIE-BYLAË./PREMIUM SCHEDULE.

DIE VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.
THE DURBAN LIQUOR AND CATERING TRADE PROVIDENT FUND.

Werkgewer. Employer.	Datum betaalbaar. Date Due.	Stuur asseblief hierdie vorm tesame met u betaling terug aan— Please return this form with your remittance to— Sekretaris/Secretary, Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban. Industrial Council for the Liquor and Catering Trade, Durban.					
Lidmaatskapnommer. Membership Number.	Naam. Name.	Kantoorkode. Office Code.	Totale maandelikse bydrae. ($\frac{1}{2}$ werkgewer- $\frac{1}{2}$ lid). Total Monthly Contribution ($\frac{1}{2}$ Employer- $\frac{1}{2}$ Member).		Bedrag ingevorder. Amount Collected.		Opmerkings. Remarks.
			R	c	R	c	

AANHANGSEL F./ANNEXURE F.

BYLAË./SCHEDULE.

SKAAL VAN BYDRAES./SCALE OF CONTRIBUTIONS.

Graad. Grade.	Bydrae loon. Contribution Wage.		Werkgewer se maandelikse bydrae. Employer's Monthly Contribution.	Lid se maandelikse bydrae. Member's Monthly Contribution.
	R	R	R	R
1	Oor/Over 10.83 tot/to 15.16.....		0.33	0.33
2	Oor/Over 15.16 tot/to 19.49.....		0.43	0.43
3	Oor/Over 19.49 tot/to 23.83.....		0.54	0.54
4	Oor/Over 23.83 tot/to 28.16.....		0.65	0.65
5	Oor/Over 28.16 tot/to 32.49.....		0.76	0.76
6	Oor/Over 32.49 tot/to 36.83.....		0.87	0.87
7	Oor/Over 36.83 tot/to 41.16.....		0.97	0.97
8	Oor/Over 41.16 tot/to 45.49.....		1.08	1.08
9	Oor/Over 45.49 tot/to 49.83.....		1.19	1.19
10	Oor/Over 49.83 tot/to 54.16.....		1.30	1.30
11	Oor/Over 54.16 tot/to 58.49.....		1.41	1.41
12	Oor/Over 58.49 tot/to 62.83.....		1.52	1.52
13	Oor/Over 62.83 tot/to 67.16.....		1.63	1.63
14	Oor/Over 67.16 tot/to 71.49.....		1.73	1.73
15	Oor/Over 71.49 tot/to 75.83.....		1.84	1.84
16	Oor/Over 75.83 tot/to 80.16.....		1.95	1.95
17	Oor/Over 80.16 tot/to 84.49.....		2.06	2.06
18	Oor/Over 84.49 tot/to 88.83.....		2.17	2.17
19	Oor/Over 88.83 tot/to 93.16.....		2.27	2.27
20	Oor/Over 93.16 tot/to 97.49.....		2.38	2.38
Daarna neem dit toe met/Thereafter increasing by.... R4.33 tot/to R4.33.....			R0.11	R0.11

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

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- Landkaarte
- Statistiese Verslae
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