



NATIONAL PROVIDENT

**ANNOTATED TRUST DEED
for the
NATIONAL PROVIDENT PENSION SCHEME
as at 30 January 2021**

This Annotated Trust Deed for the Scheme and is not the official signed trust deed that governs the Scheme. The Scheme trust deed is subject to change. Therefore, if you wish or need to rely on the terms of the trust deed, please contact the Scheme Administrator for a copy of the signed trust deed.

Marginal dates indicate that text in the sub-clause (including any subsequent clauses included under that clause) beside which they are placed was amended with effect from the dates stated. If you wish to consult the terms of the trust deed as it applied in the past, please contact the Scheme Administrator.

NATIONAL PROVIDENT PENSION SCHEME

TRUST DEED

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NATIONAL PROVIDENT PENSION SCHEME

TRUST DEED

HISTORY OF THE DEED

- A.** By Trust Deed dated 20 April 1999 (Deed), the Board of the National Provident Fund (Board) established the National Provident Pension Scheme (Scheme).
- B.** The Defined Contribution Schemes are those established under the National Provident Fund Act 1950 and now constituted under Deeds dated 28 March 1981 and 30 March 1993 (in each case, as subsequently amended).
- C.** The Scheme was established, pursuant to section 17 of the National Provident Fund Restructuring Amendment Act 1997, for the purpose of paying pensions which arise from membership of the Defined Contribution Schemes and from such other of the Existing Schemes as the Board may determine from time to time.
- D.** Since 20 April 1999, the Deed has been amended as follows:
- Deed of amendment dated 26 January 2000 (effective 1 February 2000) (Post-60 Transfer amendment);
 - Deed of amendment dated 18 March 2008 (effective 28 February 2008) (Staff Pension and Level Premium Schemes Transfer amendment);
 - Deed of amendment dated 12 May 2014 (Annual Single Premium Scheme);
 - Deed of amendment dated 21 September 2016 (effective 20 October 2016) (Financial Markets Conduct Act 2013 compliance);
 - Deed of amendment dated 28 March 2019 (changes to Aircrew Scheme); and
 - Deed of amendment dated 6 May 2021 (effective 30 January 2021) (Trusts Act 2019 amendments).

THIS ANNOTATED TRUST DEED

The purpose of this annotated Trust Deed is to provide a record of all amendments that have been made to the Deed since 20 April 1999.

PART I

GENERAL

1 TITLE AND COMMENCEMENT

This Deed is the Trust Deed for the National Provident Pension Scheme (this or the "Scheme") and shall come into force on 1 May 1999.

1A FMC ACT

20/10/16 For the purposes of the FMC Act:

- 1A.1 this Scheme is a trust established and governed by a trust deed interpreted and administered in accordance with New Zealand law;
- 1A.2 and for the purposes of any other enactment, this Scheme must be treated as if it were registered on the register of managed investment schemes under the FMC Act as a restricted scheme that is a Superannuation Scheme; and
- 1A.3 the Board is the 'manager' and the 'issuer' of the Scheme.

1B TRUSTS ACT

30/1/21 1B.1 The provisions of the Trusts Act are modified or excluded as follows:

- 1B.1.1 Section 33 of the Trusts Act (duty not to bind or commit trustees to future exercise of discretion) is excluded from the provisions of this Deed and the provisions of this Deed are modified accordingly.
- 1B.1.2 Section 34 of the Trusts Act (duty to avoid conflict of interest) is excluded from the provisions of this Deed and the provisions of this Deed are modified accordingly.
- 1B.1.3 Section 36 of the Trusts Act (duty not to profit) is excluded from the provisions of this Deed and the provisions of this Deed are modified accordingly.

1B.1.4 Any provision of the Trusts Act or rule of law restricting the remuneration of the Board including but not limited to section 37 of the Trusts Act is excluded and the provisions of this Deed are modified accordingly.

1B.2 Nothing in this Deed shall be construed as empowering the Board to act in a manner which would contravene any provision of the Trusts Act unless this Deed expressly modifies or excludes a provision in the Trusts Act as permitted by the Trusts Act.

2 DEFINITION AND CONSTRUCTION

2.1 In this Deed, unless inconsistent with the context, -

"Act" means the National Provident Fund Restructuring Act 1990;

"Amendment Act" means the National Provident Fund Restructuring Amendment Act 1997;

"Actuary" means a person who is a Fellow of the New Zealand Society of Actuaries, who has been appointed by the Board under **clause 22** and whose appointment has not been terminated;

"Administration Manager" means a person appointed by the Board to manage the administration of the Scheme under **clause 15**;

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"Aircrew Superannuation Scheme" means the superannuation scheme of that name, established under the National Provident Fund Act 1950 and governed by a trust deed dated 21 September 2016 (as amended).

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"Annual Single Premium Scheme" means the Superannuation Scheme of that name established in 1958 under section 38A of the National Provident Fund Act 1950 and governed by a trust deed dated 30 March 1993 (as amended);

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"Auditor" means the person or firm appointed as auditor of the Scheme under **clause 31**.

"Benefit" means any lump sum, annuity, pension, allowance, refund, or other payment arising from membership of the Contributors Schemes and payable under this Scheme;

"Board" means the National Provident Fund Board established under section 9 of the National Provident Fund Act 1950, as continued in existence by section 12 of the

Act and renamed from 1 April 1991 by that section as the Board of Trustees of the National Provident Fund;

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"Contributors Schemes" means the Defined Contribution Schemes, the Post-60 Scheme, the Staff Pension Scheme, the Level Premium Scheme, the Annual Single Premium Scheme and the Aircrew Superannuation Scheme and such other of the Existing Schemes as the Board may from time to time determine and

"Contributors Scheme" means such of the Contributors Schemes as the context may require;

"Defined Contribution Scheme" means any of the following schemes:

the Pension National Scheme; or

the Lump Sum National Scheme; or

the Meat Industry Scheme; or

the Meat Industry Related Trades Scheme; or

the Ships' Officers Scheme; or

the Pension Cash Accumulation Scheme; or

the Lump Sum Cash Accumulation Scheme; or

the National Superannuation Scheme for Farm Workers

and **"Defined Contribution Schemes"** shall be construed accordingly;

"Existing Schemes" is as defined in the Act;

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"FMA" means the Financial Markets Authority (or any successor organisation);

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"FMC Act" means the Financial Markets Conduct Act 2013;

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"Level Premium Scheme" means the Superannuation Scheme of that name established in 1911 under the National Provident Fund Act 1910 and continued under Part II of the National Provident Fund Act 1950 and governed by a trust deed dated 30 March 1993;

"Member" means a person who is or becomes a member of this Scheme in accordance with **clause 4**;

"Minimum Pension" means a minimum annual amount determined by the Board from time to time for a Pension payable from this Scheme;

20/10/16 **"National Provident Scheme"** means any Superannuation Scheme (as defined in the Act) of which the Board is a trustee or which is administered by the Board;

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20/10/16 **"Post-60 Scheme"** means the Superannuation Scheme of that name established in 1965 under section 38A of the National Provident Fund Act 1950 and governed by a trust deed dated 30 March 1993;

"Property" means property of every kind, whether tangible or intangible, real or personal, corporeal or incorporeal, and includes, without limiting the generality of the foregoing, -

(a) Units in the global asset trust (as defined in the Act) and any GAT subsidiary (as defined in the Act) which is a unit trust;

(b) Choses in action and money;

(c) Goodwill;

(d) Rights, interests, and claims of every kind in or to property, whether arising from, accruing under, created or evidenced by, or the subject of, an instrument or otherwise, and whether liquidated or unliquidated, actual, contingent, or prospective;

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28/2/08 **"Staff Pension Scheme"** means the Superannuation Scheme of that name established in 1959 under sections 41, 49 and 58 of the National Provident Fund Act 1950 and governed by a trust deed dated 30 June 1993.

20/10/16 **"Superannuation Scheme"** has the meaning given to it in the Act;

30/1/21 **"Trusts Act"** means the Trusts Act 2019.

2.2 Unless inconsistent with the context, terms not defined in this Deed (and whether commencing with a capital or not) but defined in any of the Contributors Schemes shall have the same meaning in relation to each of those sections as in the relevant Contributors Scheme.

- 2.3 Unless inconsistent with the context terms not defined in this Deed or in the relevant Contributors Scheme but defined in the Act shall have the same meaning as in the Act, whether specific reference is made to the Act or not.
- 2.4 In the construction of this Deed, unless inconsistent with the context -
- 2.4.1 references to **clauses** and Parts are to clauses and parts of this Deed;
- 2.4.2 references to any statute are references to the statute as from time to time amended and include substituted provisions that substantially correspond to those referred to and also include any regulations, Orders in Council and other instruments from time to time issued thereunder;
- 2.4.3 the singular includes the plural and vice versa, and words importing any gender include the other genders;
- 2.4.4 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed.

3 APPLICATIONS AND ELECTIONS TO BE IN WRITING

Every application, election, and other notification given or required to be given by any person for the purposes of this Scheme shall be in writing signed by the person and delivered to the Board and shall be deemed to be made or given when received by the Board.

PART II

MEMBERSHIP OF THIS SCHEME

4 MEMBERS BY TRANSFER

- 4.1 Every person in respect of whom a transfer of assets is received under **clause 9** and to whom the Scheme becomes liable to pay a pension under **clause 5** shall be deemed to be a Member (as defined by the Act) of this Scheme. Such Membership shall take effect immediately after the transfer of assets under **clause 9** but, unless the Board (either generally, or in any particular case, or for any particular purpose) determines otherwise:

- 4.1.1 in the case of a Member who was a contributor under a Contributors Scheme, such Membership shall be deemed to have begun on the date on which the Member joined the relevant Contributor's Scheme; and
- 4.1.2 in the case of a person to whom the Scheme becomes contingently liable to pay a pension under **clause 5** such Membership shall be deemed to begin on the date (if any) on which the Scheme becomes immediately liable to pay that pension.

PART III

PAYMENT OF BENEFITS

5 PAYMENT OF BENEFITS FROM THIS SCHEME

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- 5.1 On receipt of assets from a Contributors Scheme in accordance with **clause 9** there shall be payable from this Scheme, to the relevant member, contributor or beneficiary of that Contributors Scheme, a pension equal to (and payable on the same terms and conditions as) the pension which would otherwise have been payable to him or her under the relevant provisions of that Contributors Scheme.
- 5.2 Any pension which becomes payable from this Scheme under clause 5.1 shall include:
- 5.2.1 any pension or other benefit which would have been payable or contingently payable to any other person whether as a result of an election made by the Member under the Contributor's Scheme or otherwise; and
- 5.2.2 any minimum payment which would have applied in relation to that pension under the terms of the Contributor's Scheme or of which the Board has advised the Member.

6 PAYMENT OF PENSION

- 6.1 Pensions payable under this Scheme will be paid by instalments in advance at intervals of 4 weeks or as the Board may direct.
- 6.2 Every such instalment shall be payable to the person entitled thereto personally or to that person's bank account unless that person is, by reason of age, infirmity, or because of inconvenience, unable to accept it, or the Board for any other reason, and subject to the provisions of **clause 16** consents to it being paid to any person or

agent duly authorised by the person entitled thereto to receive the payment on that person's behalf.

7 INCREASE IN PENSIONS

The Board may from time to time, and having regard to the advice of the Actuary, resolve to increase Pensions being paid from this Scheme. Pensions shall be increased in accordance with any such resolution.

8 MINIMUM PENSIONS

- 8.1 The Board may from time to time offer to a person receiving a Pension from this Scheme, which is less than the Minimum Pension, an opportunity to elect (by written notice to the Board) to cancel his or her Pension with effect from a date specified by the Board, (the "effective date"), and have the value of the Pension entitlement from the effective date (as determined by the Actuary) paid to him or her as a lump sum.
- 8.2 Where any person receives a payment under **clause 8.1**, he or she will cease to be a Member from the date of the payment.

PART IV

TRANSFER OF ASSETS FROM CONTRIBUTORS SCHEME TO THIS SCHEME

9 BASIS OF TRANSFER

- 9.1 Subject to **clause 9.3**, where a Contributor's Scheme provides for the transfer to this Scheme of the liability to pay a pension to any person becoming entitled to receive a pension from that Contributors Scheme, the Board (as trustee of this Scheme) shall accept a transfer from that Contributors Scheme to this Scheme of assets, with a value as determined by the Board (having considered the advice of the Actuary) to meet the liability transferred.
- 1/2/00 9.2 Subject to **clause 9.3** where the Board determines under the provisions of a Contributors Scheme which is a Defined Contributions Scheme, to transfer the liability to pay a pension to all persons already receiving a pension from that Contributors Scheme to this Scheme, the Board as trustee of this Scheme shall accept a transfer from the Contributors Scheme to this Scheme of assets, with a value as determined by the Board (having considered the advice of the Actuary), equal to the value of the pension account (as defined in the relevant Contributors Scheme) of that Contributors Scheme at the date of transfer.

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9.2A Subject to **clause 9.3**, where the Board determines under the provisions of the Post-60 Scheme, the Staff Pension Scheme, the Level Premium Scheme, the Annual Single Premium Scheme or the Aircrew Superannuation Scheme to transfer to this Scheme the liability to pay pensions to:

9.2A.1 all persons receiving a pension from the Post-60 Scheme;

9.2A.2 all persons receiving a pension from the Staff Pension Scheme;

9.2A.3 all persons receiving a pension from the Level Premium Scheme;

9.2A.4 all persons receiving a pension from the Annual Single Premium Scheme; or

9.2A.5 all persons receiving a pension from the Aircrew Superannuation Scheme,

the Board as trustee of this Scheme shall accept a transfer from the Post-60 Scheme, Staff Pension Scheme, Level Premium Scheme, Annual Single Premium Scheme or the Aircrew Superannuation Scheme (as appropriate) to this Scheme of assets, with a value as determined by the Board (having considered the advice of the Actuary) to meet the liability so transferred.

9.3 The Board must not accept a transfer of the liability to pay a pension to any person from a Contributors Scheme to this Scheme unless it is satisfied, after considering the advice of the Actuary, that:

9.3.1 the terms of that person's pension under this Scheme are not materially and adversely different from the terms on which that person's pension would have been paid under the relevant Contributors Scheme; and

9.3.2 the transfer of assets from the relevant Contributors Scheme to this Scheme under **clause 9.1, 9.2 or 9.2A** is fair and equitable to that person and all members and beneficiaries of this Scheme.

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9.4 In relation to the Level Premium Scheme, the term "pension" (or "pensions") in this clause shall be deemed to include an allowance (or allowances) payable under the terms of that scheme other than an allowance payable under clause 16 of the trust deed for that scheme.

PART V

TRUSTEE PROVISIONS

10 TRUSTEES - APPOINTMENT AND REMOVAL

- 20/10/16 10.1 The Board is the trustee of this Scheme and the "manager" of the Scheme for the purposes of the FMC Act.
- 10.2 The members of the Board hold office in accordance with Part II of the Act.
- 10.3 The members of the Board hold office in accordance with Part II of the Act.

11 POWERS OF BOARD

- 20/10/16 11.1 The Board may give guarantees, undertakings and (subject to section 135(1)(f) of
30/1/21 the FMC Act and the Trusts Act) indemnities and incur all such obligations relating to this Scheme as the Board in its discretion thinks fit.
- 11.2 The Board may borrow money for the purposes of -
- 11.2.1 making any investment; or
 - 11.2.2 paying any Benefit; or
 - 11.2.3 meeting any liability (as defined in the Act); or
 - 11.2.4 the management (as defined in the Act) of this Scheme.
- 11.3 The Board may enter into any insurance or reinsurance contract relating to the payment pursuant to this Scheme of any Benefit contingent on the death or survival of human life.
- 20/10/16 11.4 The Board in its capacity as manager shall have the functions and duties and have the responsibilities accorded to it as a manager under the FMC Act and the Act. In particular the Board is responsible for the following functions:
- 11.4.1 offering the interests in the Scheme;
 - 11.4.2 issuing the interests in the Scheme;
 - 11.4.3 managing the Scheme's Property and investments; and
 - 11.4.4 administering the Scheme.

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12 POWER OF AMENDMENT12.1 **[RESERVED]**

12.2 The Board may amend this Trust Deed from time to time **PROVIDED THAT** no amendment shall have any effect unless the provisions of section 139 of the FMC Act are complied with.

12.3 **[RESERVED]**

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12.4 Subject to the provisions of **clause 12.2**, when the Board determines to include another Existing Scheme or other Existing Schemes in the definition of "Contributor's Schemes" for the purposes of this Scheme, it shall make such amendments as it considers appropriate to this Scheme and to this trust deed.

13 LIMITATION OF LIABILITY

13.1 No member of the Board shall be liable to the Board or any other person, nor shall the Board be liable, for any losses:

13.1.1 arising from any act or omission done bona fide in conformity with the decisions of the Board pursuant to the provisions of this Deed or the Act or the Amendment Act; or

13.1.2 not attributable to the wilful act or omission of the Board or member of the Board, as the case may be, known by the Board or member of the Board to be a breach of trust; or

13.1.3 arising from the neglect or default of any manager appointed under this Scheme or of any solicitor, banker, accountant, broker, actuary, or other adviser or agent employed or consulted by the Board.

13.2 Without limiting **clause 13.1** of this Deed, neither the Board nor any member of the Board shall be liable for any losses attributable to the Board's or any member of the Board's negligence in the execution of the Board's or any member of the Board's duties under this Deed or the actions of any employee of the Board.

13.3 The liability of the Board and of every member of the Board for all losses, damages, costs and expenses of the Board for all claims against the Board and for every action of the Board referred to in this **clause 13** shall be limited to the assets of this Scheme.

- 13.4 No member of the Board shall be liable to contribute personally to any losses, damages, costs or expenses claimed against or payable by the Board unless the loss, damage, cost, or expense has been held by the High Court or any superior court to be attributable to that member of the Board's dishonesty or that member of the Board's omission or wilful act known by that member of the Board to be a breach of trust.

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- 13.5 Subject to the Trusts Act, the Board and the members of the Board may be indemnified for the liabilities or expenses incurred in relation to the performance of the Board's obligations as manager of the Scheme **PROVIDED THAT** such rights must only be available in relation to the proper performance of duties under section 143(1) and 144 of the FMC Act.

PART VI

INVESTMENT PROVISIONS

14 INVESTMENT

- 14.1 The Property of this Scheme may be invested only in the global asset trust (as defined in the Act), whether by way of debt securities (as defined in the Act) or participatory securities (as defined in the Act), or otherwise.
- 14.2 Nothing in **clause 14.1** shall prevent the Board as trustee of this Scheme depositing money of this Scheme into a bank account (which may be a bank account for one or more existing schemes (as defined in the Act)) to the extent necessary or desirable for the operation of this Scheme.

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- 14.3 None of the provisions of the Trusts Act relating to the investment of trust funds shall apply in respect of this Deed or the investment of the Property of this Scheme.

15 APPOINTMENT OF ADMINISTRATION AND/OR INVESTMENT MANAGERS

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- 15.1 The Board may, subject to the provisions of the FMC Act, on such terms and conditions as it thinks fit, appoint any person (including the Crown) to manage all or any part of;

15.1.1 the administration of this Scheme; or

15.1.2 the investment of the trust fund (as defined in the Act) of this Scheme; or

15.1.3 both.

15.2 All fees and expenses payable to any such manager or managers shall be paid out of the trust fund of this Scheme.

15.3 Where the Board has appointed an Administration Manager to, or agreed that the Administration Manager may, perform or exercise any duty or power given to the Board by this Deed, references in this Deed to the performance or exercise of that duty or power by the Board shall be deemed to be references to the performance or exercise of that duty or power by the Administration Manager.

15.4 In appointing any person under **clause** Error! Reference source not found., the Board shall take all reasonable steps to:

15.4.1 ensure these functions are performed in the same manner and are subject to the same duties and restrictions, as if the Board were performing them; and

15.4.2 monitor the performance of those functions.

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15.5 Any right of indemnification given to an investment manager appointed under clause 15.1 shall be subject to the Trusts Act and shall be only in relation to the proper performance of the appointee's duties in accordance with section 136(2) of the FMC Act.

PART VII

MISCELLANEOUS

16 PROHIBITION OF ASSIGNMENT, BORROWING AND PAYMENT OF DEBTS

16.1 No money payable from this Scheme to any person shall be in any way assigned, charged, alienated or passed by operation of law to any other person.

16.2 No Member shall borrow against the security of any Benefits payable from this Scheme.

16.3 Any money payable from this Scheme on the death of a Member shall not be assets for the payment of that Member's debts or liabilities.

17 BANKRUPTCY

All the interests in this Scheme of any person then or contingently entitled to any Benefit under this Scheme shall be forfeited to this Scheme, to the maximum extent permitted by law, in the event that the Board considers that the person has committed or is likely to commit any act of bankruptcy; and shall be applied by the Board to the benefit of that person or that person's dependants in such manner as the Board considers appropriate having regard to the objects of this Scheme.

18 INABILITY TO MANAGE AFFAIRS

The Board may, in the event of the inability of a Member to manage that person's own affairs, administer any Benefits on that person's behalf.

19 PAYMENTS IN RESPECT OF MINORS

- 19.1 Where any Benefit is payable to any minor the Board may pay the Benefit to the minor or, subject to such terms and conditions as the Board may determine, to any other person to be applied on behalf of the minor.
- 19.2 Any receipt given by a minor or other person for money paid under **clause 19.1** shall be a good discharge to the Board.
- 19.3 In relation to any Benefit payable to any Member who was an exempted contributor under the relevant Contributors Scheme or as a result of the Membership of any such Member, the term 'minor' in this **clause 19** shall mean a person under the age of 16 years.

20 UNCLAIMED MONEY PAYABLE OUT OF SCHEME

All money payable out of this Scheme to any person for which no claim or demand has been made by or on behalf of that person shall remain part of this Scheme but may at any time be paid out of this Scheme to any person establishing a lawful claim to the money.

21 IMPLIED TERMS OR CONDITIONS

- 21.1 Every term or condition that was required to be provided in this Scheme by the National Provident Fund Restructuring Amendment Act 1997 and is not expressly provided in this Scheme shall be incorporated in this Scheme as a term of this Scheme.

22 ACTUARY

- 20/10/16 22.1 The Board shall appoint an Actuary for this Scheme and shall ensure that the financial position of this Scheme is examined by the Actuary so appointed as required by the FMC Act and the Act and that the requirements of those Acts in relation to actuarial examinations are complied with.

20/10/16 **23 INFORMATION TO MEMBERS**

- 23.1 Every Member of this Scheme shall have the right to receive annual reports of the Board in respect of this Scheme, and to receive such information as is provided for in the FMC Act, including (without limitation) the right to peruse a copy of this Deed and of the trust deed for the Contributors Scheme of which he or she was a Member during normal business hours at the office of the Board.
- 23.2 The Board shall comply with the reporting requirements of the FMC Act.

24 PAYMENTS IN NEW ZEALAND CURRENCY

All Benefits payable under this Scheme shall, unless the Board determines otherwise be payable in New Zealand dollars and to a bank account in New Zealand, or if the Board agrees, to a bank account overseas or by posting of a cheque in New Zealand dollars to an address nominated by the person entitled to received the Benefit.

25 INTEREST ON MONEY HELD IN ERROR

Where for any reason any money is or has been held in error in the Scheme on behalf of any person the Board may, in its discretion pay to that person in addition to the said money, interest thereon from the date on which payment should have been made to that person to the date of actual payment at such rate as the Board may from time to time determine.

26 WINDING UP

- 26.1 This Scheme may be wound up in whole or in part only at the direction of the Minister of Finance after consultation with the Board and shall be wound up in accordance with any such direction.
- 26.2 Upon a winding up of this Scheme in whole or in part, the assets of this Scheme or the appropriate proportion of the assets in the event of partial termination of this Scheme, shall be realised and the proceeds thereof (less the reasonable costs of the winding up) allocated pro rata between the Members affected by the termination on a basis that takes account of their interests in this Scheme. The minimum amount

payable to each such Member under such pro rata allocation shall be the amount referred to in **clause 26.3**.

20/10/16 26.3 The Scheme may not be wound up in whole or in part unless there will be sufficient proceeds available after realisation of the assets (or the appropriate proportion of the assets) of the Scheme, after deduction of the reasonable costs of the winding up, to pay to each remaining Member an amount equal to the present value of that Member's future Benefits payable from the Scheme, as determined by the Board on the recommendation of the Actuary.

26.4 On the winding up of this Scheme, no part of the assets of this Scheme shall revert to:

20/10/16 26.4.1 any person other than as provided for in **clause 26.2** without the written consent of the FMA; or

26.4.2 any employer who has contributed to this Scheme or to the Contributors Schemes.

26.5 The Board shall advise the FMA of its intention to wind up the Scheme by providing a copy of its resolution to do so within 10 working days in accordance with section 212 of the FMC Act.

20/10/16 26.6 [**RESERVED**]

26.7 On the winding up of this Scheme:

26.7.1 any Pensions being paid or becoming payable shall be secured from a life insurance company or another Superannuation Scheme (including, but not limited to, a National Provident Scheme) that is able to provide such Pensions; and

26.7.2 a person whose Benefit is a Pension may instead of receiving or continuing to receive the Pension elect to receive a lump sum equal to the share of the assets of the Scheme allocated to that person under **clause 26.2**.

20/10/16 27 REGISTER

27.1 A register of Members must be kept by the Board in a form and manner required by the FMC Act.

- 27.2 Such register may be in electronic form and compiled by a delegate of the Board in a manner approved by the Board.
- 27.3 The following details shall be entered on the register:
- 27.3.1 the names and addresses of each Member;
 - 27.3.2 the date on which the Member became a Member of the Scheme; and
 - 27.3.3 such other information as the Board requires or as is required by the Act or the FMC Act.
- 27.4 The Board must ensure that the register is audited at intervals of not more than 12 months or as required by and in accordance with the provisions of the FMC Act.
- 27.5 The Board must advise the Registrar of the place where its registers are kept and of any change in that place. Changes must be advised to the Registrar within 10 working days of the change in place.

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28 ACCOUNTING RECORDS

- 28.1 The Board shall ensure that there are kept at all times accounting records that comply with the requirements of section 455 of the FMC Act.
- 28.2 In keeping or causing to be kept the accounting records under **clause 28.1** the provisions of Part 7 of the FMC Act must be complied with.

29 FINANCIAL STATEMENTS

- 29.1 Subject to any law relevant to the Board or the Scheme (including the FMC Act), the Board must ensure that financial statements are prepared that comply and are in accordance with the requirements of Part 7 of the FMC Act.

20/10/16

30 AUDIT

- 30.1 The Board shall ensure that:
- 30.1.1 the Scheme's financial statements are audited and reported on by the Auditor in accordance with the requirements of the FMC Act; and

30.1.2 those financial statements, together with the Auditor's report on those financial statements, are delivered and lodged in accordance with any requirements of the FMC Act.

20/10/16 **31 THE AUDITOR**

31.1 A person or firm selected by the Board must be appointed Auditor of the Scheme. Such person or firm must be a Qualified Auditor (as defined in the FMC Act) and meet the requirements of any law relevant to the Board or the Scheme.

20/10/16 **32 INTENTION TO BE LEGALLY BINDING**

32.1 It is intended that this deed be legally enforceable as between the Board, the Members, and the other beneficiaries in receipt of a benefit, under this Scheme or the Contributors Scheme.