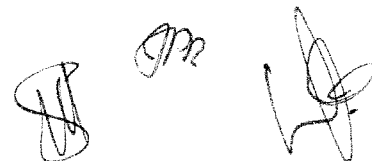


**THE CONTRACT CLEANING NATIONAL**

**PROVIDENT FUND**

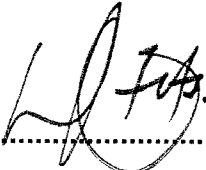
December 2001

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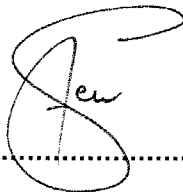
Certified that these are the Rules of the Fund which shall become effective on the date of commencement of the Fund.




.....  
Chairperson of Trustees




.....  
Trustee



.....  
Principal Officer

Deur my voorlopig geregistreer op hede die Registered provisionally by me on this the
..... dag van <u>2</u> day of <u>NOVEMBER 2001</u>
.....  REGISTRATEUR VAN PENSIOENFONDSE REGISTRAR OF PENSION FUNDS

..... dag van <u>2</u> day of <u>NOVEMBER 2001</u>
.....  REGISTRATEUR VAN PENSIOENFONDSE REGISTRAR OF PENSION FUNDS

THE CONTRACT CLEANING NATIONAL  
PROVIDENT FUND



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ANNEXURE: EXTRACTS FROM THE ACT

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**1. GENERAL**

**1.1 Name**

A fund to be known as THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be established with effect from 1 December 2001.

**1.2 Registered Office**

The registered office of the Fund shall be at NBC Negotiated Benefits Consultants, 113 Katherine Street, Sandown, 2146.

**1.3 Object of the Fund**

The object of the Fund is, in terms of these Rules, to provide retirement and other benefits for employees and former employees of the Employers, and benefits in the event of their death and disability.

**1.4 Legal Capacity**

The Fund, in its own name, shall be capable in law of suing and of being sued and of acquiring, holding and alienating property, movable and immovable.

**1.5 Registration**

If the registration of these Rules in terms of the Act is effected later than 1 December 2001, the Rules shall nevertheless take effect from 1 December 2001.

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## 2. DEFINITIONS

In these Rules words defined in the Act and not in the Rules shall have the meanings assigned to them in the Act and, unless inconsistent with the context, all words and expressions signifying the singular shall include the plural and vice versa, words and expressions implying the masculine gender shall include the feminine, and the following words and expressions shall have the following meanings:

"Act" shall mean the Pension Funds Act, 1956, as amended, and the regulations made in terms of that Act.

"Actuary" shall mean the Actuary appointed in terms of these Rules.

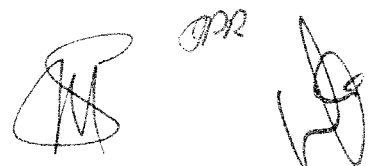
"Administrators" shall mean NBC Negotiated Benefits Consultants (Pty) Ltd or such other administrator as may be appointed from time to time in accordance with the Act and these Rules.

"Approved Pension Fund" shall mean a pension fund, other than a Preservation Pension Fund, approved as such by the Revenue Authorities for the purposes of these Rules.

"Approved Provident Fund" shall mean a provident fund, other than a Preservation Provident Fund, approved as such by the Revenue Authorities for the purposes of these Rules.

"Approved Retirement Annuity Fund" shall mean a retirement annuity fund approved as such by the Revenue Authorities for the purposes of these Rules.

"Auditor" shall mean the Auditor appointed in terms of these Rules.

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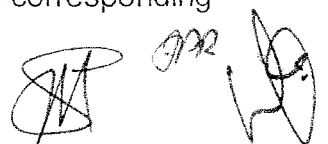
"Contract Cleaning Sector" shall mean the Industry in which the Employers and their employees are associated on fixed term or fixed projects contracts, for the purpose of cleaning industrial and commercial premises and buildings (including flats), but shall exclude those employers and employees engaged solely in the building industry.

"Eligible Employee" shall mean any person (other than an independent contractor or Temporary Employee or an employee who is employed on a casual basis) who

- (a) is employed by the Employer and works for more than 24 hours per month in the Contract Cleaning Sector and is defined as an employee as per the Sectoral Determination applicable to the Contract Cleaning Sector;
- (b) receives or is entitled to receive any remuneration;
- (c) has not reached the Normal Retirement Date; and
- (d) is not a member of a fund providing retirement benefits which was set up in terms of an agreement under the Labour Relations Act, 1956 or in terms of a collective agreement concluded in council in terms of the Labour Relations Act (Act No. 66 of 1995).

"Employer" shall mean

- (a) any person (excluding an Employer who has been granted an exemption to participate in the Fund by the Trustees in terms of Rule 3.1.2) who employs or provides work for any person in the Contract Cleaning Sector and remunerates him or who permits any person in any manner to assist him in the carrying on or conducting of his business; and employ and employment have corresponding



meaning, and

- (b) any other organisation included in the Fund, by agreement between the Employer in (a) above and the Trustees, whose employees participate in the Fund.

"Employer's Portion" shall mean in relation to a Member at any particular date an amount equal to the sum of:

- (a) the accumulated value of that part of the contributions made by the Employer in terms of Rule 4.2.1 which is required to be applied towards the Member's retirement benefit in terms of Rule 4.2.2(b);
- (b) any amount required to be credited in the Employer's Portion for Member's retirement benefits in terms of Rule 4.2.3; and
- (c) if applicable, any amounts transferred from a Previous Fund in respect of the Member in terms of Rule 9.1.1(b).

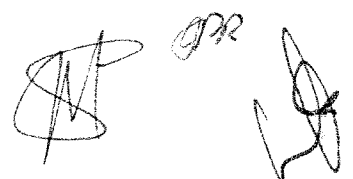
increased or decreased by the same rate applied by the Trustees to the Member's Portion.

"Financial Year" shall mean the thirteen month period commencing on 1 December 2001 and ending on 31 December 2002 and thereafter each twelve month period commencing on 1 January and ending on 31 December.

"Fund" shall mean THE CONTRACT CLEANING NATIONAL PROVIDENT FUND.

"Fund Credit" shall mean for each Member at any particular date the sum of:

- (a) his Member's Portion; and
- (b) his Employer's Portion.

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"Fund Salary" shall mean the Member's basic annual salary or wages, adjusted on a basis agreed from time to time between the Employer and the Member; provided that for the purposes of the Fund, Fund Salary shall be determined on the first day of each month of membership of the Fund.

"Investment Return" shall mean:

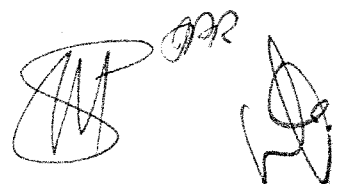
- (a) any income (received and accrued) less an allowance for any tax and if applicable, part or all of any expenses (paid and accrued);  
  
and
- (b) any capital appreciation or depreciation (realised and unrealised).

"Member" shall mean an Eligible Employee who, having been admitted to membership of the Fund in accordance with these Rules, has not ceased to be a Member in terms of these Rules.

"Member's Portion" shall mean in relation to each Member at any particular date the accumulated value of

- (a) his contributions received by the Fund in terms of Rule 4.1;
- (b) any contributions transferred in terms of Rule 9.1.2; and
- (c) in the case of each Member who was a member of a Previous Fund any amount transferred to the Fund in terms of Rule 9 1.1(a)

increased or decreased at such rate that the Trustees in their reasonable discretion, after consulting the Actuary, shall from time to time determine, at least annually, effective each Financial Year having regard to the Investment Return on the Fund's assets.



"Normal Retirement Date" shall mean the last day of the month in which a Member reaches age 65 years.

"Preservation Pension Fund" shall mean an Approved Pension Fund recognised as a preservation fund, subject to the conditions set out by the Revenue Authorities from time to time.

"Preservation Provident Fund" shall mean an Approved Provident Fund recognised as a preservation fund, subject to the conditions set out by the Revenue Authorities from time to time.

"Previous Fund" shall mean any fund in which an Employer participated prior to becoming an Employer in the Fund and from which money was transferred in terms of Section 14 (1) of the Act.

"Principal Officer" shall mean the Principal Officer of the Fund appointed in accordance with these Rules.

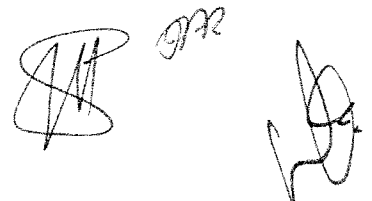
"Registered Insurer" shall mean an insurer registered in terms of the Long-Term Insurance Act, 1998.

"Registrar" shall mean the Registrar of Pension Funds referred to in the Act.

"Revenue Authorities" shall mean the South African Revenue Service and any other statutory revenue authority whose approval of the Fund has been obtained.

"Rules" shall mean these Rules and such alterations as may at any time be applicable.

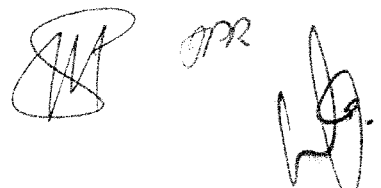
"Service" shall mean employment with any of the Employers.

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"Temporary Employee" shall mean

- (a) an employee who has been appointed to relieve an employee who is on leave for any reason whatsoever; or
- (b) an employee who has been contracted to work on a specific site where the contract with the Employer's client is for a period of not more than one month.

"Trustees" shall mean the Trustees or their alternates appointed or elected in terms of these Rules.

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### 3. MEMBERSHIP

#### 3.1 Employer Participation

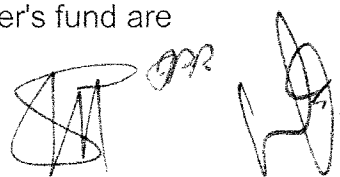
3.1.1 Subject to 3.1.2 below, all Employers in the Contract Cleaning Sector shall participate in the Fund with effect from the commencement of the Fund or the commencement of the Employer's business in the Contract Cleaning Sector, whichever is the later.

3.1.2 An Employer who, in respect of all his employees at the date of commencement of the Fund, already participates in a retirement fund that -

- (a) complies with the requirements of the Act;
- (b) has been approved by the Revenue Authorities;  
and
- (c) provides benefits comparable to those provided by the Fund;

may, with the agreement of a majority of his employees as aforesaid, in writing apply to the Trustees for exemption from contributing to the Fund in accordance with these Rules, provided that -

- (i) the Trustees may only grant such exemption if, after consultation with the Actuary and due consideration of such documents and information in respect of that Employer's fund as it requires, they are of the opinion that the benefits provided by that Employer's fund are



overall more favourable than those provided by the Fund;

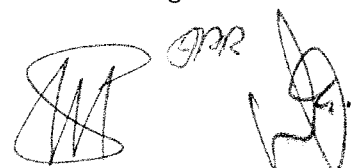
- (ii) the Trustees may grant exemption on such terms and conditions, and for such duration, as it may determine and, upon expiry of the period of exemption or, if sooner, non-compliance with any of the terms or conditions of exemption, the employer concerned shall forthwith commence contributing to the Fund in respect of his employees subject to a new application for exemption as aforesaid.

3.1.3 Any application by an Employer for exemption shall in no way whatsoever affect the Employer's obligations, nor his employees' rights, with regard to the payment of all contributions and benefits in terms of the rules of that employer's retirement fund and/or his employees' conditions of employment.

## 3.2 Member Participation

3.2.1 Each Eligible Employee who was a member of the Previous Fund in which the Employer participates shall become a Member of the Fund with effect from 1 December 2001.

3.2.2 Each employee who is not referred to in Rule 3.2.1 who becomes an Eligible Employee on or after 1 December 2001 must become a Member of the Fund as a condition of employment. His participation in the Fund shall commence on the first day of the month which follows the date on which he becomes an Eligible

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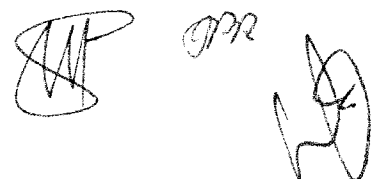
Employee.

- 3.2.3 A Member shall not be permitted to withdraw from membership while he remains in Service.
- 3.2.4 A Member who has left Service for any reason and has received all the benefits which may be due to him in terms of these Rules shall cease to be a Member.

### 3.3 Transfer of Employer's Contract

If the Employer's contract is taken over by another Employer, all employees of the previous Employer who are subsequently employed by the new Employer will continue to participate in the Fund and the new Employer shall assume the responsibilities of the previous Employer in respect of those employees; provided that

- (a) the Employer's responsibility towards his employees in terms of these Rules shall terminate on the date of termination of his contract and the new Employer's responsibility towards the affected employees will commence on the date on which his contract becomes effective; and
- (b) during the period that any member is absent from Service as a result of the delay in the commencement of the contract of the new Employer, no contributions shall be payable by or in respect of the Member and the insured death and disability benefits referred to in Rule 6.1.1(a) and Rule 6.2.2(a) shall not apply.

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#### 4. CONTRIBUTIONS

##### 4.1 Contributions by the Member

4.1.1 Each Member shall make a monthly contribution to the Fund throughout his Service at the rate 4 per cent of his Fund Salary towards his retirement benefits.

4.1.2 Each Member's contributions shall be deducted by his Employer from his salary or wages and paid to the Fund within seven (7) days after the end of the month in respect of which the contributions were made.

##### 4.2. Contributions by the Employer

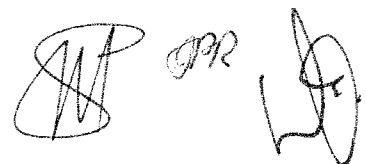
4.2.1 The Employer shall make a monthly contribution in respect of each Member in its Service at the rate of 4 per cent of the Member's Fund Salary.

4.2.2 Out of the amount contributed in terms of Rule 4.2.1 above

(a) Up to a maximum of 2 per cent of the Member's Fund Salary shall be applied towards the cost for the month concerned of:

(i) the separate funeral scheme operated by the Employer for the benefit of the Members;

(ii) the death benefit referred to in Rule 6.1.1(a); and

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(iii) the disability benefit referred to in Rule 6.2.2(a);

and

(b) the balance shall be applied under the Employer's Portion for Members retirement benefits.

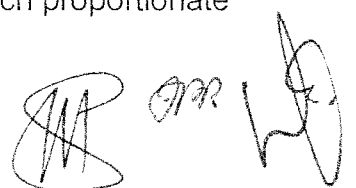
4.2.3 Should the amount referred to in Rule 4.2.2(a) be at any time in excess of the amount required to meet the cost of these benefits referred to in that Rule, the excess shall be applied under the Employer's Portion for Members retirement benefits. Should such amount be at any time insufficient to meet the cost of these benefits, the Trustees may decide to reduce those benefits to the proportion for which the cost has been paid or increase Members' and/or Employers' contributions.

4.2.4 Contributions by the Employer must be paid to the Fund within seven (7) days after the end of the month to which they relate.

### 4.3 Reserve Account

4.3.1 A Reserve Account shall be maintained under the Fund, to which shall be credited that part (if any) of the Employer's Portion in respect of a Member to which the Member is not entitled on leaving Service.

4.3.2 The amount standing to the credit of the Reserve Account shall be increased or decreased by such proportionate







share of the Investment Return earned by the Fund as the amount in the Reserve Account bears to the sum of all amounts standing to the credit of the Fund.

4.3.3 The amount standing to the credit of the Reserve Account may be used as decided by the Trustees in consultation with the Actuary,

- (a) to meet all or part of the expenses of the Fund referred to in Rule 12.1.4 and Rule 13.3; and/or
- (b) to increase benefits payable by the Fund.

**5. RETIREMENT BENEFITS**

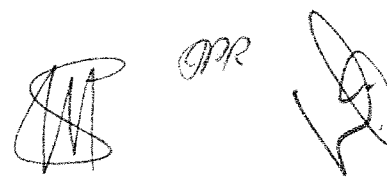
**5.1 Amount of Benefit**

5.1.1 On his retirement in terms of Rule 5.2 a Member shall become entitled to an annuity or annuities of such amount as can be purchased by his Fund Credit at the date of his retirement; provided that the Member may elect to commute part or the whole of such benefit for a lump sum.

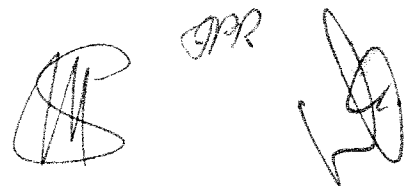
5.1.2 An annuity which becomes payable in terms of Rule 5.1.1 shall be purchased by the Fund in the Member's name from a Registered Insurer, and thereafter the Fund shall have no further liability in respect of the Member, such liability resting with the Registered Insurer from whom such annuity or annuities are purchased. The annuity or annuities so purchased shall be compulsory, non-commutable and non-assignable, payable for life and the purchase shall be subject to any further requirements of the Revenue Authorities if more than one annuity is purchased. Each Member hereby appoints the Trustees as his duly authorised agent to do all things necessary to procure the purchase of the annuity or annuities.

**5.2 Retirement**

5.2.1 A Member who has reached age 55 years may retire on the last day of any month occurring before he reaches his Normal Retirement Date.

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- 5.2.2 A Member who has not retired in terms of Rule 5.2.1 must retire on reaching his Normal Retirement Date unless his Employer agrees to his remaining in Service after that date.
- 5.2.3 The Trustees, upon receipt of notification from the Employer that a Member has become totally and permanently incapable of efficiently carrying out his duties, shall agree to such Member's retirement at any time before he reaches Normal Retirement Date.
- 5.2.4 A Member who is allowed to remain in Service after his Normal Retirement Date shall retire on such later date as he agrees with his Employer; provided that such Member shall not retire later than the last day of the month in which he reaches age 70 years.

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**6. DEATH AND DISABILITY BENEFITS**

**6.1 Death Benefit**

**6.1.1 Benefit**

If a Member dies while in Service, on or before Normal Retirement Date, the following lump sum benefit shall be payable from the Fund:

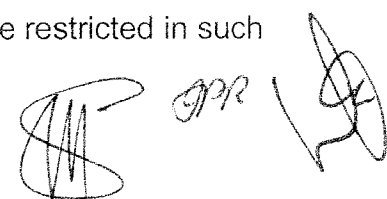
- (a) subject to Rule 4.2.3 and Rule 6.1.2, one times the Member's Fund Salary at the date of his death; plus
- (a) the Member's Fund Credit at the date of his death;

provided that if a Member dies in Service after Normal Retirement Date, the benefit mentioned in (a) above shall not be payable.

**6.1.2 Restrictions**

6.1.2.1 The Trustees have power, where so required by the Registered Insurer, to require a Member to be examined at the Registered Insurer's expense by a medical practitioner appointed by the Registered Insurer.

6.1.2.2 Acting on the results of this examination, the Trustees may decide that the benefit payable in terms of Rule 6.1.1(a) shall be restricted in such



manner as they decide in consultation with the Actuary and the Registered Insurer.

6.1.2.3 The Trustees must inform the Member in writing of the terms of any restriction imposed in terms of this Rule.

6.1.2.4 The benefit payable in terms of Rule 6.1.1(a) shall be insured with a Registered Insurer and no such benefit shall be paid unless the claim for the benefit has been admitted by the Registered Insurer.

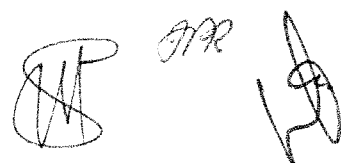
### **6.1.3 Payment of Benefit**

Payment of the death benefit shall be made in terms of Section 37C of the Act. (The contents of Section 37C of the Act are contained in the Annexure to the Rules).

## **6.2 Disability Benefit**

### **6.2.1 Definition**

A Member shall be classified as Disabled in terms of this Rule if his condition is such as to satisfy the provisions governing disablement which are set out in the policy issued by the Registered Insurer. "Disablement" has a corresponding meaning.

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**6.2.2 Benefit**

A Member who has retired in terms of Rule 5.2.3 on becoming Disabled shall become entitled to a lump sum benefit equal to:

- (a) subject to Rule 4.2.3 and Rule 6.2.3, one times the Member's Fund Salary at the date of his death; plus
- (b) the Member's Fund Credit at the date of disablement.

**6.2.3 Restrictions and Exclusions**

The provisions of Rule 6.1.2 shall apply mutatis mutandis in respect of the benefit payable in terms of Rule 6.2.2(a).

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**7. TERMINATION OF SERVICE**

**7.1 Resignation or Dismissal**

(a) If a Member who is not qualified to retire in terms of Rule 5 leaves Service of his own free will or is dismissed by his Employer for reasons other than those provided for in Rule 7.2, he shall become entitled to a lump sum benefit equal to:

- (i) his Member's Portion at the date of leaving Service; plus
- (ii) the following percentage of the Employer's Portion at the date of leaving Service:

<b>Years of Continuous Service</b>	<b>Percentage</b>
Less than 1 year	0
1 year or more but less than 2 years	20
2 years or more but less than 3 years	40
3 years or more but less than 4 years	60
4 years or more but less than 5 years	80
5 years or more	100

For the purpose of the above table "Years of Continuous Service" means an uninterrupted period of membership of the Fund including membership of the Previous Fund;

(b) If a Member leaves Service in terms of this Rule and is re-employed in the Contract Cleaning Sector within three months thereafter before any benefit has been paid to him by the Fund, he shall be deemed to remain in Service; provided that



- (i) no contributions shall be paid by or in respect of such Member during the period of absence from Service; and
- (ii) for the purposes of the death and disablement benefits set out in Rule 6.1.1(a) and Rule 6.2.2(a), such Member will not be treated as being in Service during the period of absent from Service.

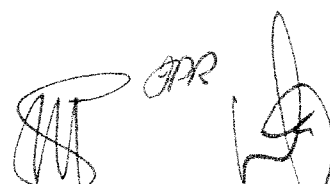
## **7.2 Redundancy or Retrenchment**

If a Member who is not qualified to retire in terms of Rule 5 leaves Service as the result of his having been declared redundant or having been retrenched or as the result of the expiry of his contract of Service with the Employer, then he shall become entitled to his Fund Credit at the date of leaving Service; provided that the provisions of Rule 7.1(b) shall apply mutatis mutandis.

## **7.3 Payment of Benefit**

7.3.1 The benefit in terms of this Rule shall be paid to the Member as a lump sum after a period of three months from the date on which the Member left Service.

7.3.2 Instead of receiving the benefit entirely as a lump sum, the Member may transfer all, or, subject to the proviso to this Rule, part of the benefit to another Approved Provident Fund, a Preservation Provident Fund, an Approved Pension Fund or an Approved Retirement Annuity Fund; provided that transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time.

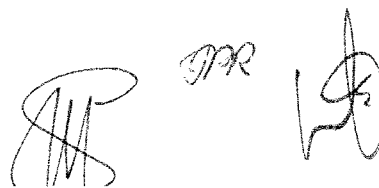
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7.3.3 When a benefit has been paid to the Member as a lump sum in terms of Rule 7.3.1 or transferred in terms of Rule 7.3.2, the Member shall have no further claim on the Fund.

**7.4 Employer's notification of reasons for termination of Service**

For the purposes of establishing the benefit to which the Member is entitled in terms of this Rule, the Trustees shall be entitled to act without further enquiry on the particulars given to them by the Employer of the reason for the Member's termination of Service.

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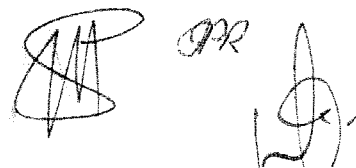
**8. ABSENCE**

8.1 When a Member is on approved leave with full pay or with pay less than full pay he shall contribute to the Fund in accordance with Rule 4.1 and the Employer shall continue to contribute in respect of him in accordance with Rule 4.2 and all benefits under the Fund in respect of him shall be maintained.

8.2 If a Member is on approved leave without pay, no contributions shall be made by him in terms of Rule 4.1 but the Employer shall continue to contribute on behalf of the Members in terms of Rule 4.2.2 in order that the death benefits payable in terms of 6.1.1(a) and the disability benefits payable in terms of Rule 6.2.2(a) shall continue to be payable

(a) throughout the period of leave, if the Member's leave is due to sickness; or

(b) for not longer than twelve months, if the Member's leave is due to reasons other than sickness.

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**9. TRANSFERS**

**9.1 Transfers into the Fund**

9.1.1 The Fund shall receive such amount as becomes payable to the Fund by the Previous Fund as the result of the transfer of members of that fund to the Fund. Of the amount transferred in respect of a Member:

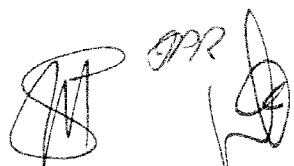
(a) there shall be applied under the Member's Portion,

(i) an amount determined in terms of the rules of the Previous Fund at the date of transfer to be equal to the Member's own contributions to such fund, increased or decreased until the date of transfer by the investment return earned by such fund but less any tax payable thereon; and

(ii) any amount allocated in the Reserve Account maintained under the Previous Fund; and

(b) the remainder shall be applied under the Employer's Portion.

9.1.2 If a Member who was a member of any other Approved Pension Fund, Approved Provident Fund, a Preservation Pension Fund or a Preservation Provident Fund prior to becoming a Member of the Fund chooses to transfer the benefit to which he is entitled on leaving that fund into the

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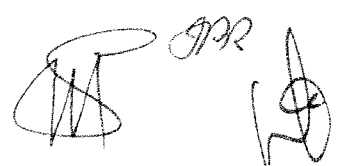
Fund, the amount so transferred shall be applied under the Member's Portion.

- 9.1.3 Any amount transferred to the Fund from another fund in terms of Rule 9.1.1 or Rule 9.1.2 shall be deemed to be applied to extend the Member's period of service recognised for tax purposes by the period of service ranking for the determination of such amount in terms of the rules of that previous fund.

## 9.2 Transfers out of the Fund

If a Member is transferred to the service of a company or other organisation associated or subsidiary to the Employer but not participating in the Fund, then

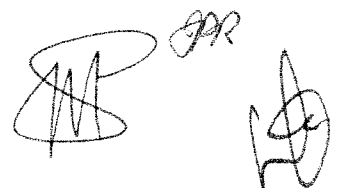
- (a) if the transferred Member becomes a member of an Approved Provident Fund or an Approved Pension Fund established for the benefit of the employees of the organisation to which he is transferred, the Trustees shall pay the Member's Fund Credit as at the date of his transfer and if the Trustees agree, such portion of any money in the Reserve Account as at the date of transfer as is equitable in relation to his Fund Credit, to that fund and he shall have no further claim on the Fund; or
- (b) if the circumstances provided for in (a) do not exist, the Trustees, in consultation with the Employer and the Actuary, shall decide on the manner of dealing with the Member's Fund Credit.

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## 10. TERMINATION AND PARTIAL TERMINATION

### 10.1 Termination of the Fund

- 10.1.1 The Fund may be terminated by the Minister of Labour in accordance with the Sectoral Determination applicable to the Contract Cleaning Sector in terms of which the Fund has been established.
- 10.1.2 The Fund must in any event be terminated if all the Employers are wound up.
- 10.1.3 If the Fund is to be terminated, then the Trustees shall, subject to the approval of the Registrar, appoint a liquidator who must liquidate the Fund with effect from the date of the Registrar's approval of his appointment.
- 10.1.4 In accordance with the instructions of the liquidator, the total moneys available under the Fund after payment of all expenses incurred in the liquidation shall be applied to provide benefits for all Members on an equitable basis recommended by the Actuary and approved by the liquidator.
- 10.1.5 The procedure in terms of Rule 10.1.4 shall be subject to the following provisions:
- 10.1.5.1 The amount available for a Member under Rule 10.1.4 shall, as directed by the liquidator, either

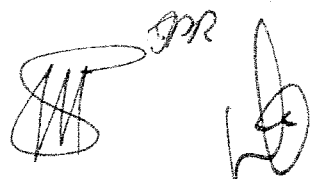
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- (a) be transferred for his benefit to another Approved Provident Fund, Approved Pension Fund or Approved Retirement Annuity Fund; or
- (b) if the circumstances in (a) above do not exist and the Member so requests, be paid to the Member as a lump sum benefit; and

10.1.5.2 if a person to whom an amount is payable cannot be traced, the amount referred to in Rule 10.1.5.1 shall be disposed of in terms of the scheme of arrangement for the liquidation of the Fund; and

10.1.5.3 in making an apportionment in terms of Rule 10.1.4 the liquidator shall take into consideration every former Member who, during the period of twelve months ending on the date of commencement of liquidation, left Service for reasons accepted by the liquidator as not being attributable to the former Member's fraud or misconduct. The former Member's apportionment shall be reduced by the amount of the benefit which he received on leaving Service.

10.1.6 When all payments have been made by the Fund in terms of Rule 10.1.5, the Fund shall have no further liability to any person and its registration in terms of the Act shall be cancelled.

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**10.2 Termination by an Employer**

10.2.1 An Employer may cease its participation in the Fund if it goes into liquidation.

10.2.2 If an Employer ceases its participation in accordance with the provisions of Rule 10.2.1, the Trustees after consultation with the Actuary shall determine

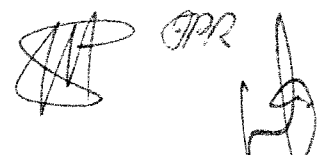
(a) the Fund Credit of each Member in the Service of that Employer on the date on which his Employer's participation ceases; and

(b) the amount standing to the credit of the Reserve Account (if any) established in accordance with Rule 4.3 in respect of such Employer on the date on which the Employer's participation ceases. This amount shall be allocated to each of the Members then in Service of that Employer in such proportions as the Trustees, acting on the advice of the Actuary, shall decide.

10.2.3 Each Member's Fund Credit, together with any amount allocated to him in terms of Rule 10.2.2 (b), shall as directed by the Trustees, either:

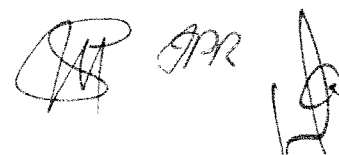
(a) be transferred to another Approved Provident Fund, Preservation Provident Fund, Approved Pension Fund or Approved Retirement Annuity Fund; or

(b) if the circumstances in (a) above do not exist and the Member so requests, be paid to the Member as a lump sum benefit;

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provided that transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time.




The Employer shall then cease to be an Employer and its Members shall cease to be Members and shall have no further claim on the Fund.

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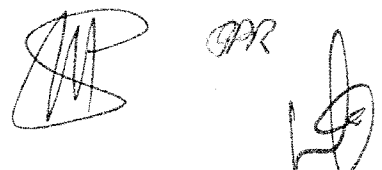
## 11. DEDUCTIONS FROM BENEFITS

- 11.1 The Trustees shall have the right to make such deductions from the benefit to which a Member or other beneficiary is entitled in terms of the Rules as are permitted in terms of Section 37D of the Act and in respect of which a claim has been lodged in writing within such reasonable time of the event giving rise to the benefit as the Trustees may from time to time fix for making such claims.
- 11.2 Notwithstanding any contrary provisions in these Rules, the Trustees may, where an Employer has instituted legal proceedings in a court of law and/or laid a criminal charge against the Member concerned for compensation in respect of damage caused to the Employer as contemplated in Section 37D of the Act, withhold payment of the benefit until such time as the matter has been finally determined by a competent court of law or has been settled or formally withdrawn; provided that:
- (a) the Trustees in their reasonable discretion are satisfied that the Employer has made out a prima facie case against the Member concerned and there is reason to believe that the Employer has a reasonable chance of success in the proceedings that have been instituted;
  - (b) the Trustees are satisfied that the Employer is not at any stage of the proceedings responsible for any undue delay in the prosecution of the proceedings;
  - (c) once the proceedings have been determined, settled or withdrawn, any benefit to which the Member is entitled is paid forthwith;

- (d) if the Member's benefit exceed the amount of the Employer's claim, then the balance shall be paid to the Member as soon as reasonably possible, and
- (e) the Trustees, at the express written request of a Member whose benefit is withheld, may, if applicable and practical, permit the value of the Member's benefit as at the time of such request to be isolated, in whatever manner the Trustees believe appropriate, from the possibility of a decrease therein as a result of poor investment performance.

(The contents of Section 37D of the Act are contained in the Annexure to the Rules).

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## 12. MANAGEMENT OF THE FUND

### 12.1 Trustees

12.1.1 Subject to the provisions of the Act and of these Rules, the sole responsibility for the management of the Fund shall be vested in the Trustees.

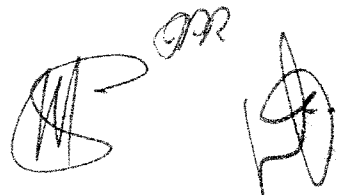
12.1.2 The Trustees appointed or elected in terms of these Rules shall not be entitled to any remuneration for their services as such.

12.1.3 The Trustees shall have the power in the name of the Fund to enter into and sign any contracts or documents and to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund and to make bye-laws prescribing the form and the manner in which claims are to be lodged and dealt with by the Fund.

12.1.4 Any travel and subsistence expenses <sup>incurred</sup> incurred by the Trustees in attending meetings and in the course of fulfilling official duties on behalf of the Fund shall be borne by the Fund.

### 12.2 Employers' Trustees

12.2.1 The Employers shall elect 9 Trustees (hereinafter referred to as "Employers' Trustees") and shall also elect an alternate to each such Trustee to act during the absence of that Trustee.

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12.2.2 All elections of Employers' Trustees shall be by secret ballot and shall be held every 3 years.

12.2.3 An Employers' Trustee shall cease to hold office

(a) if the Employers resolve that he is to be removed from office;

(b) if he has failed to attend three consecutive Trustees' meetings without leave from the other Employers Trustees; or

(c) if he ceases to be an Employer.

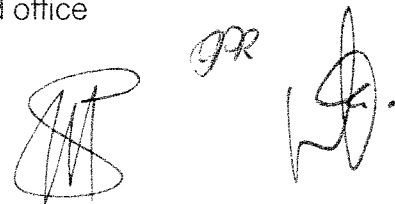
An Employers' Trustee may also resign at any time on giving written notice to the Employers and the other Trustees.

### 12.3 Members' Trustees

12.3.1 The Members shall elect 9 Trustees (hereinafter referred to as "Members' Trustees") from among their number and shall also elect an alternate from among their number to each such Trustee to act during the absence of that Trustee.

12.3.2 All elections of Members' Trustees shall be by secret ballot and shall be held every 3 years.

12.3.3 A Members' Trustee shall cease to hold office

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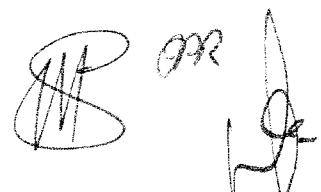
- (a) if the Members resolve that he is to be removed from office;
- (b) if he has failed to attend three consecutive Trustees' meetings without leave from the other Members' Trustees; or
- (c) if appointed due to his being an Employee, he ceases to be in Service.

A Members' Trustee may also resign at any time on giving written notice to the Members and the other Trustees.

#### **12.4 Disqualification from holding office as Trustee**

No person in any of the following categories shall be eligible for appointment or election as a Trustee and if a Trustee at any time falls into any such category he shall cease to hold office:

- (a) a minor or any person who is insane or otherwise incapable of acting;
- (b) any person who is disqualified from being a director in terms of an order under the Companies Act, 1973;
- (c) an unrehabilitated insolvent;
- (d) any person removed from an office of trust on account of misconduct;

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- (e) any person who has been convicted and sentenced either to imprisonment without the option of a fine or to a fine exceeding R100 for one of the following:- theft, fraud, forgery or uttering a forged document, perjury, an offence under the Corruption Act, 1992, any offence involving dishonesty or any offence in connection with the promotion, formation or management of a company.

## 12.5 Meetings of Trustees

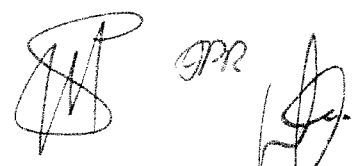
- 12.5.1 The Trustees shall meet from time to time but at least twice in every twelve months to conduct the business of the Fund. Eight Trustees shall constitute a quorum; provided that at least four of the Trustees present are Employers' Trustees and the other four are Members' Trustees.
- 12.5.2 Minutes of all meetings must be kept and at least 15 days' notice of each ordinary meeting shall be given to each Trustee; provided that at the discretion of the Trustees this notice period may be waived or reduced.
- 12.5.3 The Trustees shall elect one of their number as chairperson and another as a vice-chairperson of the Trustees. The chairperson's and vice-chairperson's tenure of office shall terminate after twelve months, when the Trustees shall elect a new chairperson and a new vice-chairperson from their number. The office of the chairperson and vice-chairperson shall alternate between an Employers' Trustees and a Members' Trustees; provided that during the period that the chairperson is an Employers' Trustee the vice-chairperson shall be a Members' Trustee and vice versa. If the chairperson of

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the Trustees is absent from any meeting, the vice-chairperson shall act as chairperson for that meeting. In the event of both the chairperson and the vice-chairperson being absent from any meeting, the Trustees shall elect a chairperson for that meeting from their number.

12.5.4 At all meetings of the Trustees, decisions shall be made on the following basis:

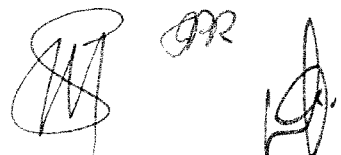
- (a) in respect of any matter other than those referred to in (b) below, a decision of a simple majority shall be binding; provided that if the votes are equal the matter shall be referred to the next meeting of the Trustees. If the votes remain equal at that meeting, the matter shall be referred to a person qualified in that matter for a recommendation. If the matter cannot be settled based on that person's recommendation, the matter shall be referred to an arbitrator agreed by the Trustees and the arbitrator's decision on the matter shall be final. Any costs incurred in resolving disputes shall be met by the Fund.
  
- (b) in respect of any of the following matters the Trustees decision shall be unanimous;
  - (i) investment of Fund's assets including but not limited to the appointment of Investment Managers, determination of investment strategy and philosophy etc;

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- (ii) appointment of Registered Insures;
- (iii) declaration of interest to Member's benefits;
- (iv) any change in Members' benefits;
- (v) any amendments to the Rules which may affect the financial position of the Fund; and
- (vi) distribution of Members' death benefits;

provided that if no consensus can reached on any of the above matters, that matter shall be referred to the next meeting of the Trustees. If no consensus can still be reached at that meeting, the matter shall be referred to a person qualified in that matter for a recommendation. If the matter cannot be settled based on this recommendation, the matter shall be referred to an independent mediator agree by the Trustees who shall attempt to obtain consensus on the matter under dispute. Any costs incurred shall be met by the Fund.

12.5.5 A resolution in writing signed by all the Trustees (for which purpose an alternate may sign in the absence of the Trustee for whom he is an alternate) shall be of the same force and effect as a resolution passed at a meeting of Trustees and must be recorded in the Fund's minute book.



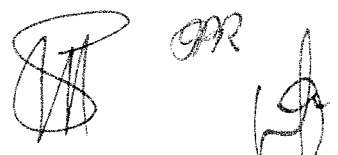


## **12.6 Other Appointments**

- 12.6.1 The Trustees shall appoint an Actuary, an Auditor and Administrators and may withdraw any such appointment and make another appointment in its place at any time.
- 12.6.2 The Trustees shall appoint a Principal Officer in terms of the Act and may withdraw any such appointment and make another appointment in its place at any time. If the Principal Officer is absent from the Republic of South Africa or is otherwise unable to perform his duties, the Trustees shall within 30 days appoint another person to act as Principal Officer for the period of his absence or inability.
- 12.6.3 The Principal Officer shall not be entitled to any remuneration for his services as such.
- 12.6.4 The Trustees may appoint consultants on such terms as they may determine and may withdraw any such appointment at any time.

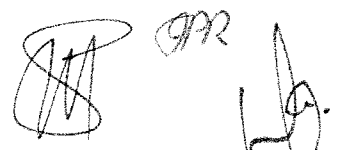
## **12.7 Indemnification of Officers of the Fund**

- 12.7.1 The Trustees and all other officers of the Fund shall be indemnified by the Fund against all proceedings, costs and expenses incurred by reason of any claim in connection with the Fund not arising from their negligence, dishonesty or fraud.
- 12.7.2 The Trustees must ensure that the Fund is insured against any loss resulting from the dishonesty or fraud of any of its officers.

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**12.8 Sub-Committees**

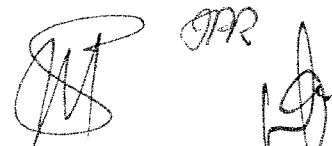
The Trustees may decide that any power of decision on any matter that is vested in them, over and above a matter referred to in Rule 13.1.6, shall be delegated, on such terms and conditions as they may specify, to a sub-committee, or sub-committees, of such of their number as they nominate. The decision of a sub-committee to which a power is so delegated shall, unless the Trustees stipulate that it must be referred to them for ratification, be regarded as a decision made by the Trustees.

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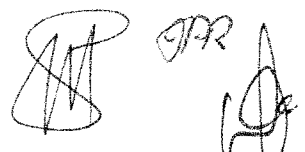
## 13. FINANCIAL PROVISIONS

### 13.1 Investments

- 13.1.1 All moneys received on account of the Fund must be paid into a banking account opened in the name of the Fund.
- 13.1.2 The Trustees shall have full power, subject to the provisions of the Act and the requirements of the Registrar, to receive, administer and apply the moneys of the Fund and in their absolute discretion to invest, put out at interest, place on deposit, make advances, or otherwise deal with the moneys of the Fund upon such security and in such manner as they may from time to time determine and to realise, vary, reinvest or otherwise deal with such securities and other investments as they from time to time determine.
- 13.1.3 The Trustees shall have power to effect policies of insurance with one or more Registered Insurers for the purpose of investing the Fund's moneys in order to meet the cost of providing benefits in terms of these Rules and/or to insure, in whole or in part, the death benefits payable in terms of these Rules and may notwithstanding the provisions of the Rules, cede all or part of such a policy to a Member in place of any cash sum entitlement in terms of the Rules. The Trustees shall also have the power to insure, in whole or in part, the death benefits payable in terms of these Rules.

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- 13.1.4 The Trustees may, subject to the requirements of the Registrar, obtain an overdraft from a bank or borrow from an Employer or any other party, on such terms as they think fit, such sums as they approve for the purpose of completing any investment or meeting any temporary cash shortage and for this purpose may give such security as they decide.
- 13.1.5 All title deeds and securities must be registered in the name of the Fund or in the name of such nominee company acceptable to the Registrar as the Trustees may appoint. The documents of title registered in the name of the Fund in connection with any investment or asset of the Fund must be kept in safe custody at the registered office of the Fund or in a banking institution, as decided by the Trustees. Any documents of title registered in the name of a nominee company in connection with any investment or asset of the Fund must be kept in safe custody at the registered office of that company or in a banking institution, as decided by that company.
- 13.1.6 The power of the Trustees to make investments and to realise, vary, reinvest or otherwise deal with the securities concerned, may be delegated by the Trustees, on such terms and conditions as they may specify, to
- (a) a sub-committee of such of their number as they nominate;
  - (b) a financial institution as defined in the Financial Institutions (Investment of Funds) Act, 1984; or
  - (c) a person approved in terms of Section 4(1)(a) of the Stock Exchanges Control Act, 1985.

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The Trustees shall not be liable for the negligence, dishonesty or fraud of an institution referred to in (b) or a person referred to in (c).

- 13.1.7 The Trustees shall have the power to transfer the assets and liabilities of the Fund or a portion thereof to another Approved Provident Fund or to an Approved Pension Fund or to take transfer of the assets and liabilities or a portion thereof of another Approved Provident Fund or an Approved Pension Fund. The Trustees shall also have power to receive the amount payable to the Fund by reason of the transfer from the Previous Fund to the Fund of those Members who became Members in terms of Rule 3.1.

*3.1.6 Assoc. Fund*

## **13.2 Housing Loans**

- 13.2.1 The Trustees shall have the power to grant a loan to a Member for a purpose referred to in Section 19(5)(a) of the Act. Such loan shall be subject to the provisions set out in Section 19(5)(b), (c) and (cA) of the Act. (Section 19(5) of the Act is contained in the Annexure to these Rules).
- 13.2.2 The Trustees shall also have the power to furnish a guarantee in respect of a loan by some other person to a Member for a purpose referred to in Section 19(5)(a) of the Act and, if so required for such purpose, may make a deposit in pledge with a bank or building society as collateral security. Such guarantee shall be subject to the provisions of the Act and the requirements of the Registrar.



**13.3 Expenses**

Except where otherwise provided, the whole of the expenses in connection with or incidental to the management or administration of the Fund shall be paid by the Fund.

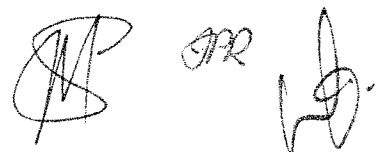
**13.4 Accounts**

The Trustees shall cause full and true accounts of the Fund to be kept, such accounts to be made up as at the end of each Financial Year, to be audited by the Auditor and then to be submitted to the Registrar.

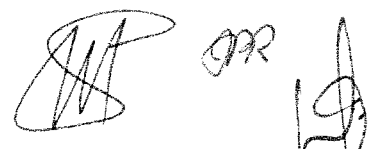
14. **ADMINISTRATION OF THE FUND**

- 14.1 The Fund shall be administered by Administrators appointed by, and acting on the instructions of, the Trustees.
- 14.2 The Employers shall from time to time furnish to the Trustees in respect of those employees who are Members all necessary particulars affecting their benefits or their entitlement to benefits under the Fund and the Trustees shall ensure that such particulars are furnished to the Administrators. The Trustees and the Administrators shall be entitled to act upon such particulars without further enquiry and shall not be responsible to any Member or to the Employer or to any other person or body whatsoever for any mis-statements or errors or omissions which may be contained in such particulars.
- 14.3 The Administrators shall keep a complete record of all necessary particulars of the Members of the Fund and of all persons entitled to benefits and of all other matters essential to the operation of the Fund.
- 14.4 The Administrators shall keep full and true accounts of the Fund as required in terms of Rule 13.4.
- 14.5 All cheques, contracts and other documents pertaining to the Fund shall be signed by such persons as the Trustees by resolution may appoint; provided that documents to be deposited with the Registrar must be signed in the manner set out in the Act.
- 14.6 The Administrators shall maintain fidelity cover to indemnify the Fund against any loss resulting from the dishonesty or fraud of any person employed by them.



## 15. ALTERATIONS

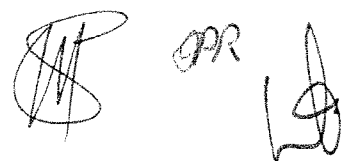
- 15.1 The Trustees may alter these Rules at any time, subject to Rules 15.2, 15.3, 15.4 and 15.5.
- 15.2 Any alteration to the Rules which affects the terms on which the Employers' contributions are based or the terms on which the Fund may be terminated must be approved by the Employers.
- 15.3 Any alteration to the Rules which affects the terms on which the Members' contributions are based must be approved by the Members.
- 15.4 No alteration to the Rules which affects the financial condition of the Fund may be made until it has been referred by the Trustees to the Actuary.
- 15.5 All alterations to the Rules shall be submitted to the Registrar, the Revenue Authorities and any other statutory authority who so requires.
- 15.5 If the registration of any alteration to these Rules in terms of the Act is effected on a date after the effective date of the alteration, the alteration shall nevertheless take effect from the effective date as stated in the alteration.

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## 16. INTERPRETATION OF RULES AND DISPUTES

- 16.1 The decision of the Trustees as to the meaning of or interpretation of these Rules or of any particular Rule or part of a Rule shall be final and binding on the Employers, Members and every person claiming to be entitled to a benefit under these Rules, subject to the provisions of Section 30A of the Act. (The contents of Section 30A of the Act are contained in the Annexure to the Rules).
- 16.2 Any question which may arise with regard to a claim by any person under these Rules shall be decided by the Trustees, subject to the provisions of Section 30A of the Act.
- 16.3 If any person affected by a decision of the Trustees in terms of Rules 16.1 or 16.2 is dissatisfied with the decision, he shall
- (a) have the right to lodge a written complaint as envisaged in Section 30A of the Act. If such person remains dissatisfied he may lodge his complaint with the Pension Funds Adjudicator appointed in terms of the Act which shall be dealt with in accordance with Sections 30D to 30P of the Act. (The contents of Sections 30D to 30P of the Act are contained in the Annexure to the Rules); or
  - (b) have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise such right must be given by the person concerned to the Trustees not later than three months from the date of the Trustees' decision and before the arbitration commences the person concerned must furnish such security for the costs of the arbitration as the Trustees may reasonably require. The costs of the arbitration shall follow the award of the arbitrator.

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16.4 The Employer, the Trustees (or one or more of their number), or any other person having a complaint or dispute of fact or law shall, notwithstanding anything to the contrary in these Rules, have the right to invoke the complaint procedures in accordance with the Act.



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**17. MISCELLANEOUS PROVISIONS**

17.1 (a) Subject to payment of such fee as the Trustees may require, a Member shall be entitled on application to a copy of any of the documents referred to in Section 35(1) of the Act.

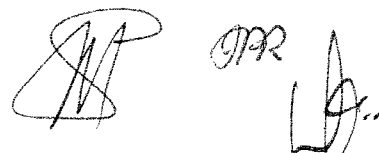
(b) A Member shall be entitled on application to inspect without charge a copy of any of the documents referred to in Section 35(2) of the Act and to make extracts therefrom.

(Section 35 of the Act is contained in the Annexure to these Rules).

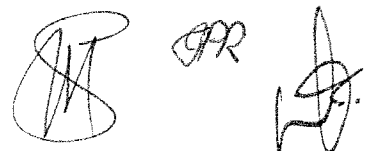
17.2 Each Member must produce evidence of age acceptable to the Trustees and must also give such other information as the Trustees may reasonably require for the purposes of the Fund. [In the case of a Member who was a member of the Pension Fund, the Trustees may accept the Member's age as stated in the records of that fund.]

17.3 (a) Payment of each benefit in terms of these Rules shall be made to the person entitled thereto at the registered office of the Fund.

(b) Payment elsewhere than at the registered office of the Fund may be made at the request of the beneficiary in a manner agreed upon by the beneficiary and the Trustees, including postage by ordinary mail of a cheque or cheques; provided that should a beneficiary request postage by ordinary mail of a cheque or cheques, the Fund shall explain in writing to him that in so doing he shall carry the risk of a cheque's being lost in the post or being stolen.

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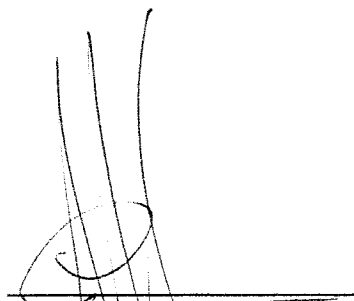
- (c) Payment in terms of (a) or (b) shall constitute full and final settlement of all claims to the benefit against the Fund and neither the Fund, the Trustees nor the Administrators shall have any further liability for the benefit to any person.
- 17.4 All benefits and rights to benefits in terms of these Rules shall be subject to the prohibitions as to reduction, cession, etc. contained in Sections 37A and 37B of the Act. (The contents of these Sections are contained in the Annexure to these Rules).
- 17.5 If a benefit due under the Fund, other than a benefit payable in terms of Rule 6, is not claimed within three years after the date on which it became due for payment, the benefit shall revert to the Fund; provided that if a potential beneficiary approaches the Fund at any stage thereafter, the Trustees shall consider his claim and if the circumstances so warrant, shall pay the benefit to the beneficiary, together with such proportionate share of the Investment Return earned by the Fund as they may allow.
- 17.6 Nothing in these Rules shall in any way restrict the right of the Employer to terminate the employment of any Member or affect any agreement between the Employer and an employee in regard to conditions of Service.
- 17.7 No person shall have any claim concerning the Fund either upon the Fund or against the Employers, except in accordance with these Rules.
- 17.8 Admission to membership of the Fund shall be regarded as an acknowledgement by the Member that he agrees that these Rules, including any alteration to these Rules, shall be binding upon him and upon any person claiming to derive a benefit under the Fund by virtue of his membership.



**EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS**  
**OF NBC NEGOTIATED BENEFITS CONSULTANTS (PTY) LIMITED**  
**("the Company") HELD AT SANDTON ON**  
**16 OCTOBER 2001.**

**RESOLVED THAT** the Company establish an umbrella Provident Fund to be known as THE CONTRACT CLEANING NATIONAL PROVIDENT FUND for employees and employers in the Contract Cleaning Industry in terms of the Sectoral Determination applicable to the Contract Cleaning Industry passed by the Minister of Labour.

Certified a true copy



EXECUTIVE DIRECTOR

# THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

## Amendment No. 1

Extracts from the minutes of a meeting of the Trustees of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND held at Johannesburg on 29 January 2002.

### Resolved that

- A. With effect from 1 December 2001, the Rules of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended by replacing the definition of "Fund Salary" in Rule 2 with the following:

"Fund Salary" shall mean the Member's basic salary or wages, adjusted on a basis agreed from time to time between the Employer and the Member; provided that

- (a) for the purpose of Rule 8.2, Fund Salary shall be subject to a minimum of a monthly salary of R500.00; and
- (b) for the purposes of the Fund, Fund Salary shall be determined on the first day of each month of membership of the Fund.

- B. With effect from 1 February 2002, the Rules of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended as follows:

1. Rule 4.3.1 shall be amended as follows:

4.3.1 A Reserve Account shall be maintained under the Fund, to which shall be credited that part (if any) of the Employer's Portion which Members were not entitled if they left Service prior to 1 February 2002. The Reserve Account shall be maintained until such time that all the amounts in the Reserve Account are utilised in terms of Rule 4.3.3.

*Amno 3*  
*BA* *OPR*

2. Rule 7 shall be replaced by the following:

**7. TERMINATION OF SERVICE**

**7.1 Benefit**

*Amms 3*

If a Member who is not qualified to retire in terms of Rule 5 leaves Service for any reason, he shall become entitled to a lump sum benefit equal to his Fund Credit.

**7.2 Payment of Benefit**

7.2.1 The benefit in terms of this Rule shall be paid to the Member as a lump sum. Payment shall be made as soon as possible after the date of his leaving Service.

7.2.2 Instead of receiving the benefit entirely as a lump sum, the Member may transfer all or, subject to the proviso to this Rule, part of the benefit to an Approved Provident Fund, a Preservation Provident Fund, an Approved Pension Fund or an Approved Retirement Annuity Fund; provided that transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time.

7.2.3 When a benefit has been paid to the Member as a lump sum in terms of Rule 7.2.1 or transferred in terms of Rule 7.2.2, the Member shall have no further claim on the Fund.

# THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

## Amendment No. 2

Extracts from the minutes of a meeting of the Trustees of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND held at Sandton on 17 November 2003

Resolved that with effect from 1 November 2002, the Rules of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended as follows:

1. Rule 12.2.1 shall be replaced by the following:

*through the*

*electee*  
*in the*

*from the various Employers' Assoc*

12.2.1 The Employers shall elect 9 Trustees (hereinafter referred to as "Employers' Trustees") and shall also elect alternates who shall act during the absence of any Employers' Trustee.

2. Rule 12.3.1 shall be replaced by the following:

12.3.1 The Members shall elect 9 Trustees (hereinafter referred to as "Members' Trustees") and shall also elect alternates who shall act during the absence of any Members' Trustee.

3. A new paragraph (f) shall be added in Rule 12.4 as follows:

(f) any person who is employed or based outside the jurisdiction of the Fund; provided that the jurisdiction of the Fund shall be deemed to be the Republic of South Africa excluding the province of Kwa-Zulu Natal.

4. Rule 12.5.1 shall be replaced by the following:

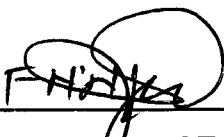


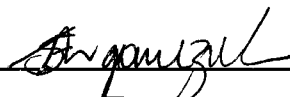
12.5.1 The Trustees shall meet from time to time but at least twice in every twelve months to conduct the business of the Fund. Nine Trustees shall form a quorum; provided that there shall be not less than seven Members' Trustees and not less than two Employers' Trustees.

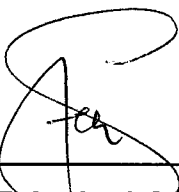
*The reasons for the amendment are:*

- (i) *to limit the Fund's expenses by excluding people falling outside the jurisdiction of the Fund from being appointed or elected as Trustees of the Fund; and*
- (ii) *to allow any alternate Employer Trustee to act during the absence of any Employer Trustee and any alternate Members' Trustee to act during the absence of any Members' Trustee; and*
- (iii) *to change the number of the Trustees required to form a quorum for trustees' meetings in order to avoid any unnecessary postponement of trustees' meetings.*

**Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.**

  
\_\_\_\_\_  
Chairperson of Trustees

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Principal Officer

November 2002

DEUR MY GEREKISTREER OP HEDE DIE REGISTERED BY ME ON THIS THE
15
DAG VAN DAY OF <u>January</u> 2002
<u>Date</u>
REGISTRATEUR VAN PENSIOENFONDSE REGISTRAR OF PENSION FUNDS


**7.3 Employer's notification of reasons for termination of Service**

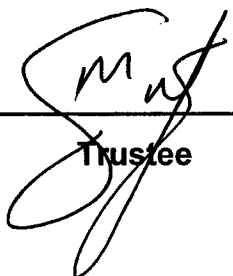
For the purposes of establishing the benefit to which the Member is entitled in terms of this Rule, the Trustees shall be entitled to act without further enquiry on the particulars given to them by the Employer of the reason for the Member's termination of Service.

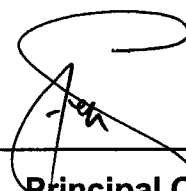
*The reasons for the amendment are:*

- (i) to provide for a minimum Employer's contribution rate for risk benefits in respect of members who are on approved leave without pay; and*
- (ii) to increase members' withdrawal benefits by removing the vesting scale in line with the Pension Funds Second Amendment Act.*

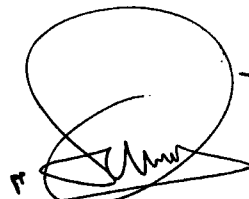
**Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.**

  
\_\_\_\_\_  
**Chairperson of Trustees**

  
\_\_\_\_\_  
**Trustee**

  
\_\_\_\_\_  
**Principal Officer**

**April 2002**

  
31  
July 2002

# THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

## Amendment No. 3

Extracts from the minutes of a meeting of the Trustees of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND held at NBC Boston on 28 October 2003.....

Resolved that with effect from 1 July 2004, the Rules of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended as follows:

1. The definitions "Employer's Portion" and "Investment Return" in Rule 2 shall be replaced by the following:

~~25.650 Am 4~~  
"Employer's Portion" shall mean in relation to a Member at any particular date an amount equal to the sum of:

- ~~(a) the accumulated value of that part of the contributions made by the Employer in terms of Rule 4.2.1 which is required to be applied towards the Member's retirement benefit in terms of Rule 4.2.2(b); and~~
- ~~(b) if applicable, any amounts transferred from a Previous Fund in respect of the Member in terms of Rule 9.1.1(b).~~

~~And 4~~  
"Investment Return" shall mean

- ~~(a) any income (received or accrued) including, if applicable, interest payable by the Employer in terms of Rule 4.1.2 and Rule 4.2.3, less an allowance for any tax and if applicable, part or all of any expenses (paid or accrued); and~~
- ~~(b) any capital appreciation or depreciation (realised and unrealised);~~

~~provided that Investment Return may be positive or negative.~~

2. Rule 3.4 shall be added to the Rules to read as follows:-

**3.4 Transfers to other Funds**

If a Member transfers to another Approved Provident Fund, a Preservation Provident Fund, an Approved Pension Fund or an Approved Retirement Annuity Fund in any of the circumstances envisaged in these Rules, then it is specifically provided that with effect from the date on which he becomes a member of such fund, contributions in terms of Rule 4 shall cease and in the event of his death or disablement, prior to the transfer of his benefit in terms of these Rules from the Fund to such other fund, the benefit referred to in Rule 6.1.1(a) and Rule 6.2.2 (a) shall not be payable.

3. Rule 4.1.2 shall be replaced by the following:

4.1.2 Each Member's contributions shall be deducted by his Employer from his salary or wages and paid to the Fund within seven (7) days after the end of the month to which they relate. If contributions are not paid to the Fund as required in terms of the Act, the Employer shall be required to pay late payment interest at the rate prescribed in the Act. Such interest, if any, shall be included in the Investment Return.

4. Rule 4.2 shall be replaced by the following:

**4.2 Contributions by the Employer**

4.2.1 The Employer shall make a monthly contribution in respect of each Member in its Service at the rate of 4 per cent of the Member's Fund Salary.

4.2.2 Out of the amount contributed in terms of Rule 4.2.1 above,

Amo4

- (a) 3.5 per cent of the Member's Fund Salary shall be applied under the Reserve Account; and
- (b) the balance shall be applied under the Employer's Portion for Member's retirement benefits.

4.2.3 Contributions by the Employer must be paid to the Fund within seven (7) days after the end of the month to which they relate. If contributions are not paid to the Fund as required in terms of the Act, the Employer shall be required to pay late payment interest at the rate prescribed in the Act. Such interest, if any, shall be included in the Investment Return.

5. Rule 4.3 shall be replaced by the following:

**4.3 Reserve Account**

4.3.1 A Reserve Account shall be maintained under the Fund to which shall be credited

- (a) the amount required to be credited in terms of Rule 4.2.2(a); and
- (b) the amount required to be credited in terms of Rule 13.1.8

4.3.2 The amount standing to the credit of the Reserve Account shall be increased or decreased by such proportionate share of the Investment Return earned by the Fund as the

amount in the Reserve Account bears to the sum of all amounts standing to the credit of the Fund. *Amend*

4.3.3 The amount standing to the credit of the Reserve Account shall be used:

- (a) to meet the expenses of the Fund referred to in Rule 12.1.4 and Rule 13.3;
- (b) to meet the cost of the death benefits referred to in Rule 6.1.1(a) and the disability benefits referred to in Rule 6.2.2(a); and
- (c) to meet the cost of the separate funeral scheme operated by the Employer for the benefit of the Members.

6. Rule 6.1.1 shall be replaced by the following:

**6.1.1 Benefit** *Amend*

If a Member dies while in Service, on or before Normal Retirement Date, the following lump sum benefit shall be payable from the Fund:

- (a) subject to Rule 4.2.2 and Rule 6.1.2, one times the Member's Fund Salary at the date of his death; plus
- (b) the Member's Fund Credit at the date of his death;

provided that the benefit referred to in (a) above shall not be payable

- Ans 4*
- (i) in the event of the Employer failing to make the necessary contributions in terms of Rule 4.2.2(a) towards the cost of such benefit within the period specified in Rule 4.2.3, and the Registered Insurer repudiates a claim due to such failure and in circumstances beyond the control of the Trustees; or
  - (ii) if a Member dies in Service after Normal Retirement Date.

7. Rule 6.2.2 shall be replaced by the following

**6.2.2 Benefit**

*Ans 4*

A Member who has retired in terms of Rule 5.2.3 on becoming Disabled shall become entitled to a lump sum benefit equal to:

- (a) subject to Rule 4.2.2 and Rule 6.2.3, one times the Member's Fund Salary at the date of his death; plus
- (b) the Member's Fund Credit at the date of his death;

provided that the benefit referred to in (a) above shall not be payable in the event of the Employer failing to make the necessary contributions in terms of Rule 4.2.2(a) towards the cost of such benefit within the period specified in Rule 4.2.3, and the Registered Insurer repudiates a claim due to such failure and in circumstances beyond the control of the Trustees.

8. Rule 7.1 shall be replaced by the following:

**7.1 Benefit**

- (a) Subject to the provisions of (b) below, if a Member who is not qualified to retire in terms of Rule 5 leaves Service in circumstances not provided for elsewhere in these Rules or as a result of the expiry of his contract of Service with the Employer, he shall become entitled to a lump sum benefit equal to his Fund Credit at the date of leaving Service.
  
- (b) If a Member leaves Service in terms of this Rule and is re-employed in the Contract Cleaning Sector within three months thereafter before any benefit has been paid to him by the Fund, he shall be deemed to remain in Service; provided that during the period of absent from Service
  - (i) no contributions shall be paid by or in respect of such Member in terms of Rules 4.1 and 4.2; and
  - (ii) the Member shall not be deemed to be in Service for purposes of the death and disability benefits set out in Rule 6.1.1(a) and Rule 6.2.2(a).

9. Rule 12.1.4 shall be replaced by the following:

12.1.4 Any travel and subsistence expenses incurred by the Trustees in attending meetings and in the course of official duties on behalf of the Fund shall be borne by the Fund by drawing the amount required to meet such expenses from the Reserve Account.

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10. Rule 13.1.8 shall be added to the Rules to read as follows:-

13.1.8 The Trustees may, in consultation with the Actuary, apply under the Reserve Account any portion of the Investment Return (if positive) revealed at the end of a Financial Year by the Actuary's review of the financial condition of the Fund as at that date; provided that the amount to be applied under the Reserve Account shall not be more than 50% of the Investment Return earned by the Fund.

11. Rule 13.3 shall be replaced by the following:

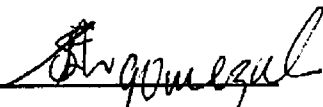
13.3 Except where otherwise provided, the whole of the expenses in connection with or incidental to the management or administration of the Fund shall be paid by the Fund by drawing the amount required to meet such expenses from the Reserve Account.

*The reasons for the amendment are:*

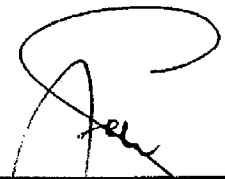
- (i) to restructure the allocation of the Employer's contributions; and*
  - (ii) to up-date the rules to incorporate the provisions of changes to legislation relating to payment of contributions in terms of Section 13A of the Act;*
  - (iii) to reflect that payment of insured death and disability benefits shall not be paid by the fund where the transfer value is held by the Fund in respect of a Member who has been transferred to another retirement fund or where the policy is cancelled or suspended for reasons beyond the control of the Trustees;*
  - (iv) to reflect that the expenses relating to the management or administration of the Fund are paid from the Reserve Account;*
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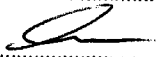
- (v) *to correct an error made when Rule Amendment No. 1 was drafted*
- (vi) *to allow the Trustees to transfer a portion of the Investment Return into the Reserve Account in order to fund the rising cost of insured benefits.*

**Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.**

  
\_\_\_\_\_  
**Chairperson of Trustees**

  
\_\_\_\_\_  
**Trustee**

  
\_\_\_\_\_  
**Principal Officer**

DEUR MY GEREISTREER OP HEDE DIE REGISTERED BY ME ON THIS THE
26 <sup>th</sup>
.....
DAG VAN DAY OF
October 2004
.....

.....
Registrateur van Pensioenfondse Registrar of Pension Funds

# THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

## Amendment No. 4

Extracts from the minutes of a meeting of the Trustees of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND held at Sandton on 27 July 2006

**Resolved that** with effect from 1 July 2004, the Rules of the THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended as follows:

1. The following definitions shall be added to Rule 2:

"Initial Statutory Valuation Date" shall mean 31 December 2003.

"Monitoring Person" shall mean the Principal Officer or any person authorised by the Trustees in terms of the Rules for the purpose of monitoring and ensuring compliance with Section 13A of the Act.

"Responsible Person" shall mean an employee of the Administrators who is responsible to receive contributions or check the receipt of electronic transfers into the Fund's bank account in respect of contributions payable by the Employer in terms of Rule 4.3.2.

2. The definitions "Fund Credit" and "Investment Return" in Rule 2 shall be replaced by the following:

"Fund Credit" shall mean for each Member at any particular date the sum of:

- (a) his contributions made in terms of Rule 4.1;
- (b) that part of the contributions made by the Employer in respect of the Member in terms of Rule 4.2.1 which is required to be applied towards the Member's retirement benefit in terms of Rule 4.2.2(b); and

(c) in relation to each Member who was a member of the Previous Fund, any amount transferred to the Fund in terms of Rule 9.1.1; and

(d) any amount transferred and required to be applied in terms of Rule 9.1.2;

increased by the amount (if any) required to be allocated in terms of Rule 4.4.2.2(b).

"Investment Return" shall mean

(a) any income (received and accrued) including interest payable by the Employer in terms of Rule 4.3.3(a), less an allowance for any tax and if applicable, part or all of any expenses (paid and accrued); and

(b) any capital appreciation or depreciation (realised and unrealised);

provided that the Investment Return may be positive or negative.

3. The definitions "Employer's Portion" and "Member's Portion" in Rule 2 shall cease to apply.

4. Rule 4 shall be replaced with the following:

#### **4. CONTRIBUTIONS AND RESERVE ACCOUNTS**

##### **4.1 Contributions by the Member**

Each Member shall contribute monthly to the Fund throughout his Service at the rate of 4 per cent of one-twelfth of his Fund Salary towards his retirement benefit.

##### **4.2 Contributions by the Employer**

4.2.1 The Employer shall contribute monthly to the Fund in respect of each Member in its Service at the rate of 4 per cent of one-twelfth of the Member's Fund Salary, less the cost for the month of the separate funeral scheme operated by the Employer for the benefit of the Members.

4.2.2 Out of the amount contributed in terms of Rule 4.2.1 above,

(a) 3.5 per cent of the Member's Fund Salary, less the amount required to be deducted in terms of Rule 4.2.1 in respect of the cost of the separate funeral scheme, shall be applied under the Expense Reserve Account; and

(b) the balance shall be applied towards the Member's retirement benefit.

### **4.3 Payment of Contributions**

4.3.1 The Member's contributions in terms of Rule 4.1 shall be deducted by his Employer from his salary or wages and must, together with the Employer's contributions in terms of Rule 4.2, be paid to the Fund monthly in arrears.

4.3.2 The Employer shall ensure that the contributions payable in terms of Rule 4.2 and the Member's contributions in terms of Rule 4.1 are paid to the Fund within seven days of the end of the calendar month in respect of which the contributions are payable. The Employer shall also ensure that the minimum information prescribed in Regulation 33(1) of the Regulations to the Act regarding payment of contributions is furnished to the Fund within

fifteen days of the end of the month in respect of which contributions are payable.

4.3.3 If the Employer fails to pay contributions payable in terms of Rule 4.1 and Rule 4.2 and/or furnish the information prescribed in Regulation 33(1) of the Regulations to the Act within the period specified in Rule 4.3.2, the following shall apply:

- (a) the Employer shall be required to pay interest on the contributions that have not been paid at a rate contemplated in the Act. Any such interest shall constitute an investment income for the Fund;
- (b) where failure to pay contributions has continued for more than the period set out in Rule 4.3.2, the Fund shall not be liable for payment of any benefit payable in terms of these Rules which would have been secured by the contributions that were not paid to the Fund; provided that the Trustees shall take all reasonable steps in ensuring that contributions are paid to the Fund and the interests of the Members are protected in terms of these Rules and the Act, in particular Section 13A and Regulation 33 of the Regulations to the Act;
- (c) the Responsible Person shall report to the Monitoring Person,
  - (i) within fifteen days of the end of the seven day period referred to in Rule 4.3.2 if the contributions payable in terms of Rule 4.1

and Rule 4.2 have not been received as provided in Rule 4.3.1 and Rule 4.3.2; and

- (ii) within fifteen days of the end of period referred to in Rule 4.3.2 if the minimum information prescribed in Regulation 33(1) of the Regulations to the Act was not transmitted to the Fund as prescribed in Rule 4.3.2;
- (d) upon receipt of the report of the Responsible Person in terms of paragraph (c) above, the Monitoring Person shall then in writing report the matter to the Trustees within seven days after receiving the report of the Responsible Person;
- (e) the Trustees shall, within such period and in such manner as determined by the Trustees, ensure that the Monitoring Person advise,
  - (i) those Members of the Fund in respect of whom the contributions are payable; and
  - (ii) the Registrar of the action to be taken; and
- (f) where failure to transmit contributions has continued for 90 days, the Monitoring Person shall report the matter to the South African Police Services at the branch nearest to the Fund's registered office in accordance with the provisions of the Act and the requirements of the Registrar.

The Monitoring Person shall also advise the Registrar accordingly.

#### **4.4. Reserve Accounts**

Two Reserve Accounts, to be known as the Expense Reserve Account and the Investment Reserve Account shall be maintained under the Fund and shall operate in accordance with Rule 4.4.1 and Rule 4.4.2.

##### **4.4.1 Expense Reserve Account**

4.4.1.1 To the Expense Reserve Account shall be credited the amount required to be credited in terms of Rule 4.2.2(a).

4.4.1.2 The amount standing to the credit of the Expense Reserve Account shall be increased by the amount required to be allocated in terms of Rule 4.4.2.2(b).

4.4.1.3 The amount (if any) standing to the credit of the Expense Reserve Account shall be used:

(a) to meet the expenses of the Fund referred to in Rule 12.1.4 and Rule 13.3; and

(b) to meet the cost of the death benefit referred to in Rule 6.1.1(a) and the disability benefit referred to in Rule 6.2.2(a);



Provided that should the Expense Reserve Account be in deficit, such deficit shall be met by transferring all or part of the amount required to meet the deficit from the Investment Reserve Account in terms of the proviso to Rule 4.4.2.2.

#### **4.4.2 Investment Reserve Account**

4.4.2.1 To the Investment Reserve Account shall be credited the amounts required to be allocated in this account in terms of Rule 13.1.8.

4.4.2.2 The amount standing to the credit of the Investment Reserve Account shall

- (a) be used to meet the fees charged by an institution or a person to whom the Trustees' investment powers have been delegated in terms of Rule 13.1.6;
- (b) be allocated to the Expense Reserve Account each Member's Fund Credit at the end of each Financial Year at a rate declared by the Trustees on the advice of the Actuary having regard to the Investment Return earned on the assets of the Fund;
- (c) be paid to Members who leave Service or transfer to other funds in a manner

determined by the Trustees, subject to the approval of the Actuary and the provisions of Section 15G of the Act, less any expenses incurred as a result of such payment; and

- (d) as directed by the Trustees in special circumstances and in consultation with the Actuary, be applied to meet other expenses of the Fund, including but not limited to, legal fees, Trustees' liabilities not covered by the Fidelity Cover and any contingent expenses;

Provided that

- (i) the Trustees may, subject to Section 15G of the Act, transfer a portion of any amount standing to the credit of the Investment Reserve Account, as determined by the Trustees in consultation with the Actuary, to the Expense Reserve Account in order to eliminate any deficit in the Expense Reserve Account; and
- (ii) the amount required to be transferred in terms of (i) above shall not exceed 50 per cent of the credit balance in the Investment Reserve Account.

5. The reference to "Reserve Account" wherever it appears in the Rules shall be replaced by "Expense Reserve Account".

6. Rule 5.1.1 shall be replaced by the following:

5.1.1 On his retirement in terms of Rule 5.2 and subject to Rule 4.3, a Member shall become entitled to an annuity or annuities of such amount as can be purchased by his Fund Credit at the date of his retirement, plus a share of any credit balance in the Investment Reserve Account payable in terms of Rule 4.4.2.2(c); provided that the Member may elect to commute part or the whole of such benefit for a lump sum.

7. Rule 5.3 shall be added to the Rules to read as follows:

### **5.3 Payment of Benefit**

In the event of a Member electing to commute part or the whole of the benefit referred to in Rule 5.1.1 for a lump sum in terms of that Rule, such benefit shall, subject to Rule 11.2, be paid as soon as possible after the date of his leaving Service; provided that should the Member not claim such benefit for any reason within a period of six months from the date of retiring in terms of Rule 5.2, the Fund shall be liable to pay tax on the that benefit in terms of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities.

8. Rule 6.1.1 shall be replaced by the following:

### **6.1.1 Benefit**

If a Member dies while in Service, on or before Normal Retirement Date, the following lump sum benefit shall be payable from the Fund, subject to the provisions of Rule 4.3:

- (a) subject to Rule 6.1.2, one times the Member's Fund Salary at the date of his death; plus
- (b) his Fund Credit at the date of his death; plus
- (c) the Member's share of any credit balance in the Investment Reserve Account payable in terms of Rule 4.4.2.2(c);

Provided that the benefit referred to in (a) above shall not be payable

- (i) if the Employer fails to make contributions which are required to be applied in terms of Rule 4.2.2(a) within the period specified in Rule 4.3.2 and the Registered Insurer repudiates a claim in respect of the benefit referred to (a) above as a result thereof and in circumstances beyond the control of the Trustees; or
- (ii) if a Member dies in Service after Normal Retirement Date.

9. Rule 6.1.3 shall be replaced by the following:

**6.1.3 Payment of Benefit**

Subject to the provisions of Rule 11.2, payment of the death benefit referred to in Rule 6.1.1 shall be made in terms of Section 37C of the Act; provided that should any person who is entitled to such benefit not claim it within a period of six months from the day before the Member dies, the Fund shall be liable to pay tax on that benefit in terms of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities.

(The contents of Section 37C of the Act are contained in Annexure to the Rules).

10. Rule 6.2.2 shall be replaced by the following:

**6.2.2 Benefit**

A Member who has retired in terms of Rule 5.2.3 on becoming Disabled shall, subject to the provisions of Rule 4.3, become entitled to a lump sum benefit equal to:

- (a) subject to Rule 6.2.3, one times the Member's Fund Salary at the date of his disablement; plus
- (b) his Fund Credit at the date of his disablement; plus
- (c) the Member's share of any credit balance in the Investment Reserve Account payable in terms of Rule 4.4.2.2(c);

Provided that the benefit referred to in (a) above shall not be payable

- (i) if the Employer fails to make contributions which are required to be applied in terms of Rule 4.2.2(a) within the period specified in Rule 4.3.2 and the Registered Insurer repudiates a claim in respect of the benefit referred to in (a) above as a result thereof and in circumstances beyond the control of the Trustees; or
- (ii) if a Member dies in Service after Normal Retirement Date.

11. Rule 6.2.4 shall be added to the Rules to read as follows:

**6.2.4 Payment of Benefit**

Payment of the disability benefit referred to in Rule 6.2.2 shall be made in a lump sum and shall, subject to the provisions of Rule 11.2, be made

as soon as possible after the date of the Disablement of a Member; provided that should the Member not claim such benefit for any reason within a period of six months from the date of leaving Service, the Fund shall be liable to pay tax on that benefit in terms of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities.

12. Rule 7.1 shall be replaced by the following:

**7.1 Benefit**

7.1.1 If a Member who is not qualified to retire in terms of Rule 5 leaves Service in circumstances not provided for elsewhere in these Rules or as a result of the expiry of his contract of employment with the Employer, he shall, subject to the provisions of Rule 4.3, become entitled to his Fund Credit at the date of leaving Service plus the Member's share of any credit balance in the Investment Reserve Account payable in terms of Rule 4.4.2.2(c).

7.1.2 If a Member leaves Service in circumstances referred to in Rule 7.1.1 and is re-employed in the Contract Cleaning Sector within three months thereafter and before any benefit has been paid to him by the Fund, he shall be deemed not to have left Service during the period of absence; provided that during that period

(a) no contributions shall be paid by or in respect of such Member in terms of Rule 4.1 and Rule 4.2; and

(b) the death benefit referred to in Rule 6.1.1(a) and the disability benefit referred to in Rule 6.2.2(a) shall not apply.

13. Rule 7.2 shall be replaced by the following:

**7.2 Payment of benefit**

- 7.2.1 The benefit referred to in Rule 7.1 shall be paid to a Member as a lump sum and shall, subject to the provisions of Rule 11.2, be made after a period of three months from the date of termination of Service; provided that should the Member not claim such benefit for any reason within a period of six months from the date of termination of Service, the Fund shall be liable to pay tax on that benefit in terms of the provisions of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities.
- 7.2.2 Instead of receiving the benefit entirely as a lump sum, the Member may elect to transfer all, or subject to the proviso to this Rule, part of the benefit to another Approved Provident Fund, a Preservation Provident Fund, an Approved Pension Fund or Approved Retirement Annuity Fund; provided that
- (a) transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time; and
  - (b) transfer shall take place within 60 days of the date of receipt of the Member's written request to transfer his benefit or such period as determined by the Registrar on application by the Fund in terms of Section 13A(5) of the Act; and
  - (c) should the Member's benefit not be transferred in terms of (b) above, interest calculated in terms of Section 13A(7) of the Act shall be added to the Member's benefit until the date of transfer of the benefit.

7.2.3 When a benefit has been paid to the Member as a lump sum in terms of Rule 7.2.1 or transferred in terms of Rule 7.2.2, the Member shall have no further claim on the Fund.

14. Rule 8.2 shall be replaced by the following:

8.2 If a Member is on approved leave without pay, no contributions shall be made by him in terms of Rule 4.1 and the Employer's contributions shall be restricted to those required to be applied in terms of Rule 4.2.2(a) in order that the death benefit referred to in Rule 6.1.1(a) and the disability benefit referred to in Rule 6.2.2(a) shall continue to be payable

- (i) throughout the period of leave, if the Member's leave is due to sickness; or
- (ii) for not longer than twelve months, if the Member's leave is due to reasons other than sickness.

15. Rule 9.1.1 shall be replaced by the following:

9.1.1 The Fund shall receive such amount as becomes payable to the Fund by the Previous Fund as a result of the transfer of members of that fund to the Fund. Such amount shall be applied under the Member's Fund Credit.

16. The reference to "Member's Portion" in the last sentence of Rule 9.1.2 shall be replaced with "Member's Fund Credit".

17. Paragraph (a) of Rule 9.2 shall be replaced by the following:

- (a) if the transferred Member becomes a member of an Approved Pension Fund or an Approved Provident Fund established for the benefit of the



employees of the organisation to which he is transferred, the Trustees shall pay to that fund, the Member's Fund Credit at the date of his transfer plus the Member's share of any credit balance in the Investment Reserve Account payable in terms of Rule 4.4.2.2(c) and thereafter, the Member shall have no further claim on the Fund; or

18. Rule 10 shall be replaced by the following:

## **10. TERMINATION AND PARTIAL TERMINATION**

### **10.1 Termination of the Fund**

10.1.1 The Fund may be terminated by the Minister of Labour in accordance with the Sectoral Determination applicable to the Contract Cleaning Sector in terms of which the Fund has been established.

10.1.2 The Fund must in any event be terminated if all Employers are wound up.

10.1.3 If the Fund is to be terminated, the following shall apply:

10.1.3.1 The Trustees shall, subject to the approval of the Registrar, appoint a liquidator who must liquidate the Fund with effect from the date of the Registrar's approval of his appointment.

10.1.3.2 In accordance with the instructions of the liquidator and subject to Section 14 A of the Act, the total moneys available under

the Fund after payment of all expenses incurred in the liquidation shall be applied to provide benefits for all Members on an equitable basis recommended by the Actuary and approved by the liquidator.

10.1.3.3 The amount available for a Member under Rule 10.1.3.2 above shall, as directed by the liquidator, either

- (a) be transferred for his benefit to another Approved Provident Fund, Preservation Provident Fund, Approved Pension Fund or Approved Retirement Annuity Fund; or
- (b) if the Member so requests, be paid to the Member as a lump sum benefit;

provided that transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time.

10.1.3.4 If a person to whom an amount is payable cannot be traced, the amount referred to in Rule 10.1.3.2 above shall be paid to the Guardian's Fund or any other Fund established by law for the purposes of unclaimed benefits.

10.1.3.5 It is specifically provided that the provisions of the Pension Funds Second Amendment Act, Act No.39 of 2001, shall override any conflicting provisions in Rule 10.1.3, in particular with regard to payment of minimum benefits and rights of stakeholders.

10.1.4 When all payments have been made by the Fund in terms of Rule 10.1.3, the Fund shall have no further liability to any person and its registration in terms of Act shall be cancelled.

## **10.2 Termination by an Employer**

10.2.1 An Employer may cease its participation in the Fund if it goes into liquidation.

10.2.2 If an Employer ceases its participation in accordance with the provisions of Rule 10.2.1, the following shall apply:

10.2.2.1 the benefits of the Members who are employed by the withdrawing Employer shall be transferred to another Approved Provident Fund, an Approved Pension Fund, a Preservation Provident Fund or an Approved Retirement Annuity Fund;

Provided that transfer to a Preservation Provident Fund is subject to the requirements of the Revenue Authorities as specified from time to time; or

10.2.2.2 If the circumstances provided for in Rule 10.2.2.1 do not apply, the Trustees shall appoint a liquidator in accordance with the provisions of Rule 10.1.3.1 and the following shall apply:

- (a) that part of the Fund which is to be liquidated in terms of the Act shall be limited to the total assets and liabilities attributable to the Members employed by the withdrawing Employer as determined by the liquidator in consultation with the Actuary and the provisions of Rule 10.1.3 shall apply; and
- (b) when all payments have been made in accordance with the provisions of Rule 10.1.3, the Employer shall then cease to be an Employer and its Members shall cease to be Members and shall have no further claim on the Fund.

19. Rule 12.6 shall be replaced by the following:

## **12.6 Other Appointments**

### **12.6.1 Principal Officer**

- (a) The Trustees shall appoint a Principal Officer, subject to the provisions of the Act, for such periods as they may determine, and may withdraw any such appointment and make another appointment in its place.
- (b) The Principal Officer shall perform all the functions required to fulfil his duties in terms of the Act, these Rules and the directions of the Trustees.
- (c) If the Principal Officer is absent from the Republic of South Africa or is otherwise unable to perform his duties, the Trustees shall within 30 days appoint another person to act as Principal Officer for the period of his absence or inability.
- (d) The Principal Officer shall not be entitled to any remuneration for his services as such.

### **12.6.2 Auditor**

- (a) The Trustees shall appoint an Auditor, subject to the provisions of the Act, for such periods as they determine, and may withdraw any such appointment and make another appointment in its place.
- (b) The Auditor shall have access to all books, vouchers, accounts and other documents pertaining to the Fund and shall certify in writing the result of each audit.

### **12.6.3 Actuary**

- (a) Subject to the consent of the Registrar, the Trustees shall appoint an Actuary who shall perform the functions and duties required of the valuator in terms of the Act and the duties required of the Actuary in terms of the Rules for such periods as they may determine, and may withdraw any such appointment and make another appointment in its place.
- (b) The Actuary shall have access to all records, books, documents, accounts and other information necessary to perform his functions and duties.

### **12.6.4 Monitoring Person**

- (a) The Trustees shall appoint a Monitoring Person, subject to the provisions of the Act, for such periods as they may determine, and may withdraw any such appointment and make another appointment in its place.
- (b) The Monitoring Person shall perform all the functions required to fulfil his duties in terms of the Act, these Rules and the directions of the Trustees.

### **12.6.5 Administrators and Consultants**

The Trustees may appoint Administrators and consultants on such terms as they may determine and may withdraw any such appointment at any time; provided that a consultant shall not rank as officer of the Fund.

20. Rule 13.1.8 shall be replaced by the following:

13.1.8 All investment Returns earned on the assets of the Fund shall be applied under the Investment Reserve Account.

21. Rule 13.5 shall be added to the Rules to read as follows:

**13.5 Actuarial Valuations**

Unless the Fund is exempted from compliance with the statutory valuation requirements in terms of Regulation 2 of the Regulations to the Act, the financial condition of the Fund shall, in terms of Section 16 of the Act, be investigated and reported on by the Actuary as at the Initial Statutory Valuation Date and, thereafter, at intervals not exceeding three years and the following shall apply:

- (a) The Trustees shall cause a copy of the actuarial valuation to be furnished to the Registrar and to all the Employers participating in the Fund, in accordance with the provisions of the Act and the requirements of the Registrar;
- (b) The Trustees shall comply with the provisions of Sections 15B and 15C of the Act and the requirements of the Registrar in respect of submission of the surplus apportionment scheme and apportionment of any actuarial surplus revealed by the Actuary's investigations into the financial condition of the Fund;
- (c) If the Actuary's investigations reveal that there is a deficit that requires to be funded, the manner of dealing with the deficit shall be considered by the Trustees in consultation with the Actuary.

22. Rule 17.3 shall be replaced by the following:

- 17.3 (a) Payment of any benefit due in terms of these Rules shall be made to a Member or a person entitled to the benefit in terms of these Rules either-
- (i) into a bank account registered in the name of the Member or a person entitled to the benefit in terms of these Rules, with a bank registered in terms of the Banks Act, 1990 (Act No. 94 of 1990), as amended, by means of electronic funds transfer; provided that the Member or a person entitled to the benefit in terms of these Rules shall, before payment is effected, inform the Fund in writing of the particulars of his bank account and such other details pertaining thereto as the Trustees may prescribed from time to time; or
  - (ii) should the Member or a person entitled to the benefit in terms of these Rules so request, payment may be made in a manner agreed upon by the Member or a person entitled to the benefit in terms of these Rules and the Trustees, including, but not limited to, postage by registered mail of a cheque; provided that should the Member or a person entitled to a benefit in terms of these Rules request postage by registered mail of a cheque, he shall, before postage of a cheque, advise the Fund in writing of the particulars of his postal address and also furnish the Fund with a written indemnity in a form approved by the Trustees indemnifying the Fund from any loss or losses occasioned as a result thereof by any cause of whatsoever nature; or
  - (iii) at the registered office of the Fund by means of a cheque made payable to the Member or person entitled to the benefit in terms of these Rules; or



- (b) Payment of a benefit to a Member or a person entitled to the benefit in terms of this Rule 17.3 shall constitute full and final settlement of all and any claims a Member or a person entitled to the benefit in terms of these Rules may have against the Fund in respect of such benefit and neither the Fund, the Trustees nor the Administrators shall have any further liability to any person in respect of such benefit.

22. Rule 17.5 shall be replaced by the following:

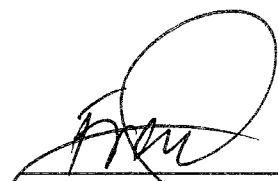
17.5 If a benefit due under the Fund, other than a benefit payable in terms of Rule 6.1, is not claimed within three years after the date on which it became due for payment, the benefit shall revert to the Fund; provided that if a potential beneficiary approaches the Fund at any stage thereafter, the Trustees shall consider his claim and if the circumstances so warrant, shall pay the benefit to the beneficiary, together with such proportionate share of the Investment Return earned by the Fund as the Trustees may allow but less any tax payable on that benefit in terms of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities.

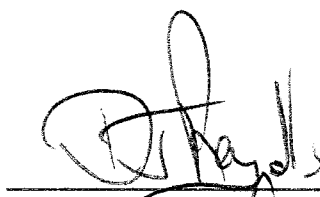
*The reasons for the amendment are:*

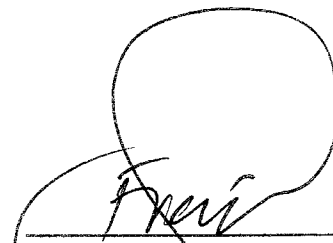
1. *to extend the definition of Fund Credit and delete certain definitions in line with the minimum benefit requirements in terms of the Pension Funds Second Amendment Act;*
2. *to rename the Reserve Account in line with the manner in which it is utilized;*
3. *to provide for the establishment of the Investment Reserve Account in line with the Pension Funds Second Amendment Act;*
4. *to allow the Trustees to transfer funds from the Investment Reserve Account in order to eliminate any deficit in the Expense Reserve Account;*


5. to comply with SARS requirements regarding payment of income tax on unclaimed benefits;
6. to update the rules in line with changes in legislation and/or the requirements of the Registrar by providing for:
  - (a) the reporting procedure where the employer fails to pay contributions and/or submit minimum information with regard to payment of contributions within the period prescribed in the Act;
  - (b) payment of late payment interest where member's withdrawal benefits are transferred to other funds later than the period prescribed in the Act;
  - (c) the registrar's practice regarding unclaimed benefits on liquidation of the Fund;
  - (d) liquidation of the Fund on partial termination;
  - (e) appointment of a monitoring person for purposes of Section 13A of the Act;
  - (f) actuarial valuation of the fund in compliance with the valuation requirements in terms of Section 16 of the Act; and
7. to reflect that members' benefits may also be paid by means of electronic funds transfer or postage of a benefit cheque per registered mail.

Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.

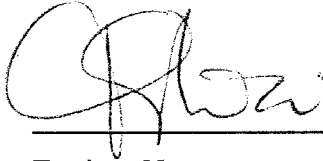
  
\_\_\_\_\_  
Chairperson of Trustees

  
\_\_\_\_\_  
Trustees

  
\_\_\_\_\_  
Principal Officer

DEUR MY GEREKISTREER OP HEDE DIE REGISTERED BY ME ON THIS THE
30
DAG VAN DAY OF MAY 2007

Registrateur van Pensioenfondse Registrar of Pension Funds

Certified, in terms of Section 12(3) of the Pension Funds Act, 1956, that the above amendments are financially sound.

A handwritten signature in black ink, appearing to read 'Tapiwa Maswera', written over a horizontal line.

**Tapiwa Maswera**

**In my capacity as Valuator of the Fund and  
As an employee of NBC Holdings (Pty) Ltd**

**November 2005**

# THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

## Amendment No. 5

Extracts from the minutes of a meeting of the Trustees of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND held at SANDTON on 7TH JUNE 2007.

Resolved that with effect from 1 December 2006, the Rules of THE CONTRACT CLEANING NATIONAL PROVIDENT FUND shall be amended as follows:

1. Rule 4.1 shall be replaced by the following:

### **4.1 Contributions by the Member**

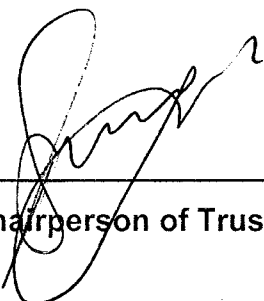
Each Member shall make a monthly contribution to the Fund at the rate of 5.25 per cent of his Fund Salary towards his retirement benefits.

2. Rule 4.2.1 shall be replaced by the following:

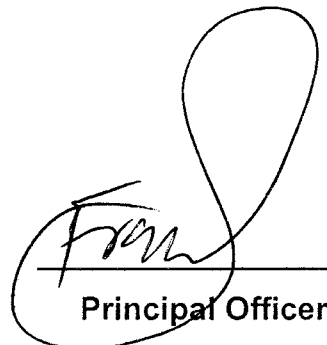
4.2.1 The Employer shall make a monthly contribution in respect of each Member in its Service at the rate of 5.25 per cent of the Member's Fund Salary.

*The reason for the amendment is to reflect an increase in the Member and Employer contribution rates.*

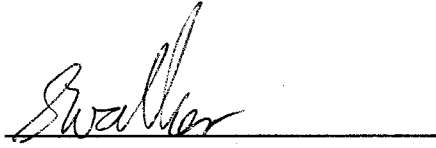
**Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.**

  
\_\_\_\_\_  
Chairperson of Trustees

  
\_\_\_\_\_  
Trustees

  
\_\_\_\_\_  
Principal Officer

Certified, in terms of Section 12(3) of the Pension Funds Act, 1956, that the above amendments are financially sound.




Stephen T. Walker

In my capacity as Valuator of the Fund and

As an employee of NBC Holdings (Pty) Ltd

March 2007

REGISTERED BY ME ON THIS THE		
	23	
DAY OF	August	2007
		
Registrar of Pension Funds		

## THE CONTRACT CLEANING NATIONAL PROVIDENT FUND

### Amendment No. 6

Extracts from the minutes of a meeting of the Trustees of the CONTRACT CLEANING NATIONAL PROVIDENT FUND ("the Fund") held at Sandton on 09 October 2007.

A. Resolved that with effect from 01 December 2001 the Rules of the CONTRACT CLEANING NATIONAL PROVIDENT FUND will be amended as follows:

1. Rule 12.2.2 will be amended as follows:

12.2.2 All elections of Employers' Trustees shall be held every 5 years.

2. Rule 12.3.2 will be amended as follows:

12.3.2 All elections of Members' Trustees shall be held every 5 years.

- B.** Resolved that with effect from 01 August 2006 the Rules of the CONTRACT CLEANING NATIONAL PROVIDENT FUND will be amended by replacing Rule 4.2.2 as follows:

4.2.2 Out of the amount contributed in terms of Rule 4.2.1 above,

- (a) such amounts, less the cost for the month concerned of the separate funeral scheme, as are required to meet the death and disability benefit premiums, the administration and management expenses of the Fund, shall be applied under the Expense Reserve Account; and
- (b) the balance shall be applied towards the Member's retirement benefit.

- C.** Resolved that with effect from 01 December 2006 the Rules of the CONTRACT CLEANING NATIONAL PROVIDENT FUND will be amended as follows:

1. Rule 12.2.1 will be amended as follows:

12.2.1 The Employers, through their various Employers' Associations, shall elect 9 Trustees (hereinafter referred to as "Employers' Trustees") and shall also elect alternates who shall act during the absence of any Employers' Trustee.

2. Rule 12.3.1 will be amended as follows:

12.3.1 The Members and/or union organisations participating in the industry shall elect or appoint 9 Trustees (hereinafter referred to as "Members' Trustees"). An alternate may also be elected or appointed to each Members' Trustee. An alternate shall act during the absence of any Members' Trustee.

D. Resolved that with effect from 01 October 2007 the Rules of the CONTRACT CLEANING NATIONAL PROVIDENT FUND will be amended as follows:

1. The definition "Tracing Agent" will be added to Rule 1 of the Rules as follows:

**"Tracing Agent"** shall mean an entity appointed by the Trustees in terms of these Rules in order to assist the Trustees to locate the whereabouts of any beneficiary who is entitled to a benefit payable in terms of Rule 6.1.3.

2. The Reserve Account named "Expense Reserve Account" shall be renamed "Risk and Expense Reserve Account". Subsequently, any reference to "Expense Reserve Account" wherever it appears in the Rules shall be replaced by "Risk and Expense Reserve Account".
3. Rule 4.4.2.2(d)(ii) will be deleted from the Rules.



4. Rule 6.1.3 will be replaced by the following:

**6.1.3 Payment of Benefit**

Subject to the provisions of Rule 11.2, payment of the death benefit referred to in Rule 6.1.1 shall be made in terms of the provisions of Section 37C of the Act; provided that:

- (a) should, for any reason, any person who is entitled to a death benefit or a portion thereof in terms of Section 37C of the Act not claim such benefit within a period of six months from the day before the Member dies, the Fund shall be liable to pay tax on that benefit in terms of the provisions of the Income Tax Act, 1962 (Act No. 58 of 1962) and the requirements of the Revenue Authorities; and
- (b) the Trustees would have the power to appoint a Tracing Agent to trace any potential beneficiary in order to give effect to the provisions of Section 37C of the Act. Any reasonable costs incurred in tracing a beneficiary may be recouped from the portion of the beneficiary's benefit.

(The contents of Section 37C of the Act are contained as an Annexure to the Rules).

5. Rule 12.5.1 will be replaced by the following:

12.5.1 The Trustees shall meet from time to time but not less than 3 times in every twelve months period to conduct the business of the Fund. Nine Trustees shall form a *quorum*, provided that there shall be not less than seven Members' Trustees and not less than two Employers' Trustees.

6. The word "anther" as it appears in the first sentence of Rule 12.5.3 will be changed to read "another".

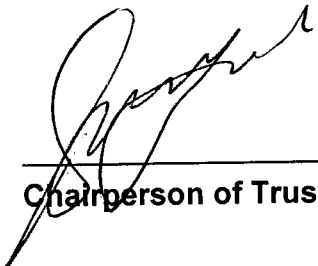
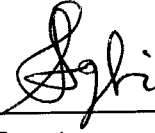
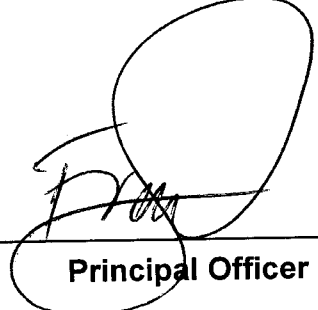
7. Rule 12.6.1(a) will be replaced by the following:


(a) The Trustees shall appoint a Principal Officer from among their number, subject to the provisions of the Act, for such periods as they may determine, and may withdraw any such appointment and make another appointment in its place.

*The reasons for the amendment are:*

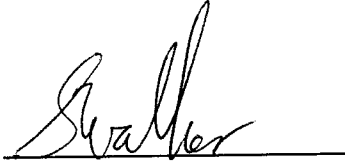
- (a) *to remove reference to the secret ballot voting system in the election of board members;*
- (b) *to align the Rules with the historical resolution that was adopted by the Trustees to extend the term of office of the board;*
- (c) *to correct a historical error by reflecting the correct allocation of contributions in the Fund;*
- (d) *to empower the Trustees to exercise a discretion to appoint tracing agents for purposes of tracing beneficiaries;*
- (e) *to rename a Reserve Account in line with its practical usage;*
- (f) *to remove from the Rules the maximum stipulated 50% to fund any deficit arising, due to its impracticality in application. Furthermore, this provision is no longer applicable as the deficit has been eliminated;*

- (g) to allow for the appointment of union officials to the board;
- (h) to reflect that board meetings shall now be held not less than 3 times each year;
- (i) to correct a spelling error in the Rules;
- (j) to extend the term of office of Trustees; and
- (k) to reflect that Principal Officers of the Fund would now be elected from among board members.

  
\_\_\_\_\_  
Chairperson of Trustees  
\_\_\_\_\_  
Trustee  
\_\_\_\_\_  
Principal Officer

DEUR MY GEREGISTREER OP HEDE DIE REGISTERED BY ME ON THIS THE
DAG VAN DAY OF 14 September 2007
 Registrateur van Pensioenfondse Registrar of Pension Funds

**Certified in terms of Section 12(3) of the Pension Funds Act, 1956, that the above amendments are financially sound.**

A handwritten signature in black ink, appearing to read 'S Walker', written over a horizontal line.

**Stephen Tom Walker**

**In my capacity as Valuator of the Fund and  
as an employee of NBC Holdings (Pty) Ltd**

**OCTOBER 2007**

**FP**