

**NORTHERN TERRITORY POLICE SUPPLEMENTARY BENEFIT SCHEME
TRUST DEED AND RULES
As in force at 15 April 2009**

[Note : This consolidation is an internal working document only]

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THIS TRUST DEED is made the 15th day of June one thousand nine hundred and eighty four BETWEEN the NORTHERN TERRITORY OF AUSTRALIA (hereinafter called "the Territory") of the one part and OTTO KENNETH ALDER Assistant Under Treasurer ARTHUR ALEXANDER GRANT Assistant Commissioner of Police MICHAEL JOHN PALMER Chief Inspector the person nominated by the Association (hereinafter called "the Trustees" which expression shall include the present Trustees or other of the Trustees or Trustee for the time being of this Deed) of the other part WHEREAS the Territory has decided to establish a Supplementary Benefit Scheme to be known as NORTHERN TERRITORY POLICE SUPPLEMENTARY BENEFIT SCHEME (hereinafter called "the Scheme") in order to provide benefits for or in relation to employees under the Northern Territory Police Administration Act NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows.

DEFINITIONS

1. In this Deed and Rules unless the context requires otherwise or specifically provided for hereunder the meanings of words and expressions shall be the same as that provided in the Act as in force on the commencing day.

"Aggregated Contributions" means the sum of the contributions made by the Member in accordance with this Trust Deed together with the Investment Return determined by the Trustees in respect of those contributions.

"Act" means the *Superannuation Act 1976* (Cth).

"Actuary" means a Fellow of the Institute of Actuaries of Australia appointed by the Trustees.

"Association" means the Northern Territory Police Association Inc.

"Bank" means a bank carrying on banking business under the authority of a law of the Territory, the Commonwealth or of a State.

"Benefit" means benefit as provided for in these Rules.

"Building Society" means a society registered or incorporated as a Building Society co-operative society or a similar society under a law of the Territory, the Commonwealth or of a State relating to such societies.

"Chairman" means a Trustee appointed by the Treasurer to be Chairman of the Trustees.

"Contribution Day" has the same meaning it has in the CSS.

"CSS" means Commonwealth Superannuation Scheme provided under the Act.

"Commencing Day"	means the 1st day of July 1984.
"De facto partner"	of a Member, means a person who is in a de facto relationship with the Member.
"De facto relationship"	bears the same meaning as the <i>De Facto Relationships Act</i> (NT).
"Dealer in the Short-term Money Market"	means a dealer approved by the Reserve Bank of Australia as an authorised dealer in the short-term money market.
"Dependent"	means a Member's spouse.
"Eligible Child"	bears the same meaning as appears in the Act, save that references in that Act to the "Board" are to be read as a reference to the Trustees.
"Eligible Employee"	means a contributor to the CSS.
"Employee"	means an eligible employee who is a member of the Northern Territory Police Force appointed under the Northern Territory Police Administration Act.
"Fund"	means the Northern Territory Police Supplementary Benefit Fund.
"Investment Return"	means the rate of return (which may be either positive or negative) determined by the Trustees in accordance with Rule 11.
"Member"	means an employee who is a member of the scheme.
"Police"	means the Police Force of the Northern Territory.
"Relevant Date"	means, in respect of a person who has ceased to be a Member - <ul style="list-style-type: none">(i) where the person ceased to be an Eligible Employee on or before the date he ceased to be a member of the Police Force - the date he ceased to be a member of the Police Force; or(ii) where the person ceased to be an Eligible Employee after the date he ceased to be a member of the Police Force - the date he ceased to be an Eligible Employee.

“Reversionary Rate”	means the applicable percentage rate appearing from time to time in section 82 of the Act (or its successor). For the avoidance of doubt, as at 7 March 2006, those rates are: Spouse only (no Eligible Children) – 67% Spouse with 1 Eligible Child – 78% Spouse with 2 Eligible Children – 89% Spouse with 3 or more Eligible Children – 100%.
"Rules"	means the rules forming the schedule and any additions or alterations thereto.
"Secretary"	means the person for the time being appointed by the Trustees to act as Secretary.
“Spouse”	means, in relation to a Member: (a) a person to whom the Member is validly married under the <i>Marriage Act 1961</i> of the Commonwealth; (b) a de facto partner; (c) if the Member is an Aboriginal or Torres Strait Islander – an Aboriginal or Torres Strait Islander to whom the Member is married according to the customs and traditions of the particular community of Aboriginals or Torres Strait Islanders with which either person identifies.
"Superannuation Contributions Surcharge"	means the superannuation contributions surcharge imposed under the Surcharge Act.
"Surcharge Act"	means the <i>Superannuation Contributions Tax Imposition Act 1997</i> of the Commonwealth and includes regulations under that Act.
"Surcharge Collection Act"	means the <i>Superannuation Contributions Tax (Assessment and Collection) Act 1997</i> of the Commonwealth and includes regulations under that Act.
"Territory"	means the Northern Territory of Australia.
"this Deed"	means the Trust Deed by which the scheme has been established and any additions or deletions thereto.
"Treasury"	means the Northern Territory Department of the Treasury.

INTERPRETATION

2. (1) In this Deed and in the Rules words importing the singular number include the plural and vice versa and words importing the masculine or neuter gender include all genders as the case may require.
- (2) The headings in this Deed and in the Rules are for convenience of reference only and shall not affect the interpretation thereof.
- (3) For convenience words and phrases defined in this Deed are indicated by capital letters but the absence of a capital letter in any case shall not alone imply that that word or phrase is used with a meaning different from that given by its definition.

FUND TO COMPLY WITH SUPERANNUATION SURCHARGE LAWS AND AGREEMENTS WITH COMMONWEALTH

- 2A. (1) The Fund is to be administered in accordance with-
 - (a) the Surcharge Act and the Surcharge Collection Act; and
 - (b) a written agreement entered into by the Territory and the Commonwealth relating to exempt public sector superannuation schemes within the meaning of section 10 of the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth.
- (2) If a provision of this Deed is inconsistent with a provision of the Surcharge Act or the Surcharge Collection Act, the provision of this Deed is to be taken to have been complied with if the provision of the Surcharge Act or the Surcharge Collection Act, as the case may be, has been complied with.

APPLICATION OF PART VIII B OF THE FAMILY LAW ACT 1975 OF THE COMMONWEALTH

- 2B. (1) This Deed is subject to the requirements of the *Family Law Act 1975* (Cth) in relation to superannuation interests.
- (2) The Trustees must take all actions that are necessary to give effect to:
 - (a) the provisions of the *Family Law Act 1975*(Cth); and
 - (b) any order or other valid arrangement relating to the splitting of superannuation interests made under that Act,including, without limitation, in determining an entitlement to or calculating the amount of a benefit under the Rules.
- (3) If a provision of this Deed is inconsistent with a provision of the *Family Law Act 1975* (Cth), the provision of this Deed is taken to have been complied with if the provision of the *Family Law Act 1975* (Cth) has been complied with.

THE FUND

3. The Fund shall be vested in the Trustees who hereby declare that they hold it on trust for the benefit of the Members and otherwise upon the terms and conditions and subject to the trusts powers authorities and discretions hereinafter contained.

APPOINTMENT AND REMOVAL OF TRUSTEES

4. (1) The Trustees are the present Trustees of the scheme.
- (2) Subject to sub-clause (3) of this clause the number of trustees shall be at least three and shall consist of one representative from the Police nominated by the Commissioner of Police, one representative from Treasury nominated by the Under Treasurer and one representative from the members nominated by the Association who shall be resident in the Northern Territory. Vacancies shall be filled by the appointment by the Treasurer of a new Trustee nominated by the body they represent.
- (3) The Treasurer may increase the number of Trustees by a number that is an even number and one half of that increase shall be represented by a Trustee or Trustees nominated by the Members who shall be resident in the Northern Territory. Such additional Trustees shall be appointed by the Treasurer.
- (4) The Chairman of the Trustees shall be appointed by the Treasurer.
- (5) The Association shall nominate one person to represent the members and that person shall be appointed as a Trustee by the Treasurer. In default of such nomination the Treasurer shall appoint a Trustee to represent the Members.
- (6) A Trustee shall hold office until -
 - (a) he retires from the office by notice in writing delivered to the Treasurer;
 - (b) he becomes bankrupt or makes an assignment to or composition with his creditors;
 - (c) he is removed from the office by the body which he represents or a majority of Members in the case of the Trustee representing the Members; or
 - (d) he dieswhichever first occurs.
- (7) Where a vacancy occurs the remaining Trustees subject to clauses 5(1) and 5(6) can continue to act notwithstanding the vacancy.
- (8) The Trustee representing the Members shall hold office for a period of three years. A Trustee may be nominated again.
- (9) When a Trustee is not available to exercise his powers and obligations under this Deed the Treasurer shall appoint subject to this clause a replacement Trustee for the duration of the period during which the former Trustee is not available.

MEETINGS OF TRUSTEES

5. (1) The Trustees may regulate their meetings as they think fit and subject to sub-clause (6) the attendance of any two Trustees one of whom shall be the Trustee representing the members constitutes a quorum for the transaction of business PROVIDED THAT when the members' Trustee is absent from two consecutive meetings properly convened under clause 5(2) a meeting may be held without that Trustee being present.
- (2) The Chairman may at any time convene a meeting of the Trustees and shall when so requested in writing by a Trustee convene a meeting of the Trustees. All meetings shall be convened by giving at least 7 days notice in writing PROVIDED THAT if the Trustees agree for any one meeting a written notice is not required.
- (3) Where the Chairman is not present at a meeting of Trustees a Trustee other than a Trustee representing the Members shall act as Chairman for that meeting and where there are more than one such Trustee the Chairman shall be elected by a majority of the Trustees present.
- (4) Any question or discretion (including the powers authorities and discretions by this Deed and the Rules vested in the Trustees generally) may be decided or exercised by a majority of the Trustees or in accordance with a resolution of the Trustees passed by a majority of votes at a meeting of the Trustees at which a quorum is present each Trustee present being entitled to one vote and in the case of an equality of votes the Chairman has a second or casting vote.
- (5) A resolution in writing signed by all the Trustees shall have the same effect and validity as a resolution of the Trustees passed at a meeting of the Trustees at which a quorum is present.
- (6) Where the number of Trustees has been increased under clause 4(2) the number of Trustees required in attendance at a meeting so as to constitute a quorum shall be not less than the total number of Trustees reduced by two.

POWERS OF THE TRUSTEES

6. The Trustees shall have the following powers -
 - (1) to settle any claims matters or things relating to the Scheme;
 - (2) to commence carry on or defend proceedings relating to the Scheme;
 - (3) to borrow money and to secure the repayment thereof in such manner and upon such terms and conditions in all respects as they think fit;
 - (4) to insure or re-insure any risks contingencies or liabilities of the Fund;
 - (5) to retain the services of professional advisers whether persons firms or companies in relation to the management administration or investment of the Scheme;
 - (6) generally to do all such acts matters and things as they may consider necessary or expedient for the administration maintenance and preservation of the Scheme and in the performance of their obligations under this Deed; and
 - (7) to make payments out of the Fund in accordance with the Rules.

EXERCISE OF POWERS AUTHORITIES AND DISCRETIONS

7. The Trustees in the exercise of the powers authorities and discretions vested in them by this Deed and the Rules shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of those powers authorities and discretions from time to time and at any time or may refrain from exercising all or any of those powers authorities or discretions from time to time or at all but, where a requirement has been imposed under clause 2A(2), those powers authorities or discretions shall be exercised to ensure compliance with or enforcement of the requirement.

APPOINTMENT OF OFFICERS

8. The Trustees shall appoint a Secretary and such other officers as they consider desirable for the administration and management of the scheme.

RECORDS OF FINANCIAL STATEMENTS

9.
 - (1) The Secretary shall cause to be opened and maintained an account with a Bank approved by the Trustees and if the Trustees so determine a Treasury Trust Account the said account in either case to be styled "Northern Territory Police Supplementary Benefit Fund Account".
 - (2) The Secretary shall cause to be paid into the said accounts forthwith all moneys payable to the Fund.
 - (3) The Trustees shall arrange for the signing of the cheques or authorisation of payments in relation to the operation of the said accounts.
 - (4) The Trustees shall cause to be kept proper accounts and records of the transactions and affairs of the Scheme in accordance with the accounting principles generally applied in commercial practice and shall do all things necessary to ensure that all payments out of the moneys comprised in the Fund are correctly made and properly authorised.
 - (5) The Trustees shall do all things necessary to ensure that proper and adequate control is maintained over the Fund and in respect of liabilities incurred in the administration of the Scheme.
 - (6) The Treasurer shall appoint auditors to inspect and audit the accounts and records of the Scheme. The auditors shall have access to all papers, books, vouchers, accounts and documents connected with the Scheme and shall in writing verify the result of each audit to the Trustees and shall forward a copy thereof to the Treasurer.
 - (7) The Trustees shall as soon as practicable after 30 June in each and every subsequent year furnish to the Treasurer a report on the operations of the Scheme during the year ended on that date together with financial statements in respect of that year in such form as the Trustees approve.
 - (8) The Trustees shall establish and maintain an account in the name of each Member for the holding of Aggregated Contributions.
 - (9) The latest copy of the annual report by the Trustees to the Treasurer shall upon request be made available for inspection by any Member.

SURCHARGE DEBT ACCOUNTS

- 9A. (1) The Trustees must establish and maintain for the purposes of section 16 of the Surcharge Collection Act a surcharge debt account within the accounts of the Fund for each Member in relation to whom superannuation contributions surcharge is paid or payable by the Trustees.
- (2) The Trustees must debit to the surcharge debt account of a Member-
- (a) superannuation contributions surcharge paid or payable by the Trustees in respect of the Member; and
 - (b) interest paid or payable under the Surcharge Collection Act on the amount by which the account is in debit.
- (3) The Trustees must credit to the surcharge debt account of a Member an amount paid under clause 9B by the Member.

ADVANCE PAYMENTS TO REDUCE SUPERANNUATION CONTRIBUTIONS SURCHARGE

- 9B. (1) A Member may, on lodging an election form with the Trustees, pay an amount to the Fund for the purpose of reducing the amount by which his or her surcharge debt account is in debit.
- (2) A payment under this clause may be made on a periodic or single payment basis.
- (3) An election form lodged under subclause (2) is to be in the form approved by the Trustees and is to specify the amount to be paid and the manner of payment.
- (4) A Member may, on lodging with the Trustees an election form in the form approved by the Trustees-
- (a) vary in accordance with the form the amount or manner of payment of periodic payments; or
 - (b) Revoke an election under this clause.

TERRITORY TO DEDUCT SURCHARGE FROM BENEFIT

- 9C. (1) Where a Member is entitled to a Benefit under Rule 3(1) and the Member's surcharge debt account is in debit the Territory must-
- (a) commute part or all of the Benefit to a lump sum equal to the balance of the Member's surcharge debt account; or
 - (b) where the Member elects to commute his or her Benefit to a lump sum under Rule 4A(1) – deduct from the lump sum an amount equal to the balance of the Member's surcharge debt account.
- (2) The Territory is to transfer to the Fund an amount commuted to a lump sum, or deducted from a lump sum, under subclause (1).

COMMUTATION TO PAY DEFERRED SUPERANNUATION CONTRIBUTIONS SURCHARGE

- 9D. (1) If-
- (a) a person is paid a benefit under this Trust Deed;
 - (b) he or she has received from the Commissioner of Taxation notice under section 15 of the Surcharge Collection Act that he or she is liable to pay an amount of superannuation contributions surcharge specified in the notice; and
 - (c) the superannuation contributions surcharge relates to surchargeable contributions, within the meaning of the Surcharge Collection Act, in relation to a Member or former Member,
- the person may, within a reasonable period after the notice was given, request the Trustees in writing to commute as much of the benefit payable to him or her as is necessary to provide a lump sum equivalent to the amount.
- (2) The Trustees must, if satisfied that the commuted amount will be used to pay the superannuation contributions surcharge, comply with a request under subsection (1).

PERSONAL LIABILITY OF TRUSTEES

10. No Trustee shall have any personal liability in respect of any loss or breach of trust relating the scheme unless the same shall have been due to his own dishonesty or his wilful act or omission.

TRUSTEES TO BE INDEMNIFIED

11. (1) Each of the Trustees shall be indemnified by the Fund against all liabilities incurred by him in the execution or attempted execution or in respect of the non-execution of the trusts authorities powers and discretions contained in this Deed and shall have a lien on and may use any moneys for the time being in the hands of the Trustees for the indemnity and generally for the payment of all proper legal and other costs charges and expenses of administering or winding up the Fund and otherwise of performing their duties under this Deed. The indemnity hereby provided shall apply to any payment made on the death of a Member to any person whom the Trustees bona fide believe to be entitled thereto.
- (2) The Territory may reimburse the Fund out of Territory money for all or part of an amount charged to the Fund under sub-clause (1).

DELEGATION

12. The Trustees may by resolution delegate any or all of their powers except this power of delegation.

ADMINISTRATION

13. (1) Subject to the guidelines as determined by the Trustees from time to time the Scheme shall be administered by Treasury or such other body as is determined by the Treasurer.

- (2) Subject to sub-clause (1) the costs incurred by Treasury in the formation and day to day management of the scheme shall be met by Treasury and all other costs incurred by the Trustees in the administration of the scheme shall be met from monies held by the Trustees.

ACTUARIAL REVIEW

14. (1) An actuarial review of the operations of the Scheme shall be made as at 30 June next following the commencement date of the Scheme and every 3 years thereafter or earlier as determined by the Trustees.
- (2) The Actuary shall report in writing on the results of his investigation of the Fund having regard to the present and future liabilities thereto and shall make recommendations as to the rate of contribution or other amounts which should be paid to the Fund as he may deem appropriate.
- (3) The Trustees shall forward to the Treasurer a copy of the report by the Actuary within one month of receiving it from the Actuary together with any comments which the Trustees wish to make on the report.
- (4) The Actuary shall be appointed by the Trustees and subject to clause 13(1) the costs of the review shall be met by the Treasury.

CONTRIBUTIONS

15. The Territory covenants to pay fortnightly in respect of each contribution day to the Trustees or as directed by them the contributions (if any) which each Member has or is deemed to have requested the Territory to deduct from his salary and which the Territory has so deducted.

APPLICATION OF CONTRIBUTIONS

16. (1) When a benefit becomes payable to a Member under the Rules the Aggregated Contributions that stand as a credit in the Member's account shall be paid to the Territory.
- (2) The Trustees may from time to time and in the name or otherwise under the control of the Trustees invest the whole or any part of the moneys or assets of the Fund not immediately required for any other purpose in any investment or manner of investment detailed hereunder which the Trustees in their absolute discretion consider to be a suitable investment or manner of investment for the Fund -
 - (a) Securities of the Territory, the Commonwealth or of a State.
 - (b) Bonds debentures stock or other securities issued by a municipal corporation other local governing body or public authority constituted by or under a law of the Territory, the Commonwealth or of a State.
 - (c) A loan the repayment of which is guaranteed by the Territory, the Commonwealth or a State.
 - (d) A loan to a municipal corporation or other local governing body in Australia.

- (e) A loan secured by a mortgage of an estate in fee simple or of a leasehold interest in land in Australia being a loan -
 - (i) the amount of which does not exceed 70% of the value of the security at the time the loan was made; and
 - (ii) which is repayable on demand or is for a term not exceeding 30 years.
- (f) Debentures, debenture stock, bonds, notes and any other securities issued in Australia by a company incorporated in Australia whether constituting a charge on the assets of the company or not.
- (g) A loan to or a deposit with -
 - (i) a Bank;
 - (ii) a Dealer in the Short-term Money Market; or
 - (iii) a Building Society.
- (h) A certificate of deposit issued by a Bank.
- (j) Subject to this Rule a buy-back transaction being a transaction whereby the Trustees in pursuance of an agreement between a person (including a body corporate) and the Trustees -
 - (i) purchase certain securities from the person at an agreed price; and
 - (ii) subsequently sells those securities (including where the agreement so provides securities substituted for any of those securities) to that person at the end of an agreed period on an agreed basis of return to the Fund.
- (k) A bill of exchange that has been accepted or endorsed by -
 - (i) a Bank;
 - (ii) a Dealer in the Short-term Money Market; or
 - (iii) a Building Society.
- (m) Shares including stock in the capital of a company or Building Society incorporated in Australia.
- (n) Subject to this section an estate or interest in land in Australia but without regard to its future suitability or value for sub-division and resale.
- (o) Improving land in Australia in which an estate or interest has been acquired in the exercise of powers under paragraph (n).
- (p) Units or other shares of the investments subject to a trust or a unit trust scheme.
- (q) A leveraged lease transaction being a transaction in which -
 - (i) the Trustees either alone or with others lend money to a lessor or lessors on a non-recourse basis to enable the lessor or lessors to purchase property for leasing purposes; and
 - (ii) the security for the loan is a lessor's rights under the lease whether with or without another security.

- (r) An interest other than shares or debentures whether issued by a company or any other person that entitles the Trustees to an interest in the assets or a share in the profits or both of a financial or business undertaking or scheme.
 - (s) Any manner for the time being allowed by a law of the Territory, the Commonwealth or of a State for the investment of trust moneys in Australia.
- (3) The Trustees may sell or otherwise vary transpose or convert any such investment into or for another or others of the kind detailed in sub-clause (1) of this clause.
 - (4) For the purpose of an investment under sub-clause (1)(j) the securities may be any of those described in sub-rule (1)(a) to (d), (h) and (k) or securities issued in respect of a loan to a company the principal business of which is the supply and distribution by a system of reticulation in Australia of water, gas or electricity and any other securities approved by the Treasurer for the purposes of this section.
 - (5) Where the Trustees propose to make an investment under sub-clause (1)(n) it shall first obtain and consider a report from a person who the Trustees believe to be competent and is instructed and employed independently of any owner of the land (whether that person carries or has carried on business in the locality where the land is situated or elsewhere) as to its suitability as an investment.
 - (6) The Trustees shall not make an investment under sub-clause (1)(n) without first obtaining and having regard to a report on the value of the estate or interest prepared by a qualified valuer retained by the Trustees.
 - (7) Income derived from the investment of moneys standing to the credit of the Fund or otherwise from the management of the Fund by the Trustees shall form part of the Fund.

BENEFIT

- 17. Subject to clause 9C and 9D, the benefit payable to a Member his Dependents or legal personal representatives shall be in accordance with the Rules set out in the Schedule to this Deed and shall be paid by the Territory, which hereby covenants to pay all benefits in accordance with directions in that behalf given by the Trustees.

RULES

- 18. The Rules set out in the Schedule to this Deed shall until altered as hereinafter provided be the Rules for the payment of contributions and of Benefits by the Trustees. The Rules with any alterations or amendments thereof which are made as provided in this Deed shall be construed with this Deed but in so far as the Rules are inconsistent with the provisions of this Deed or any alterations or amendments thereof the said provisions shall prevail.

AMENDMENTS TO THE DEED OR RULES

19. (1) The Territory and the Trustees may at any time by deed under seal executed by the Territory and all of the Trustees amend delete from and add to this Deed including the provisions of this clause. Any amendment deletion or addition so made -
- (a) shall take effect as from the date on which the deed under seal is executed or as from such earlier or later date as is specified for that purpose in such deed under seal;
 - (b) shall be of the same validity as if it had been originally contained in this Deed; and
 - (c) may in like manner be amended deleted from or added to.
- (2) The Trustees shall consider any changes to the provisions under the CSS which may affect the benefit payable under this Deed and after receiving actuarial advice this Deed may be amended deleted from or added to in accordance with sub-clause (1).

MEMBER NOT TO CHARGE BENEFIT

20. (1) A Member while he is in the service of the Territory shall not charge mortgage transfer assign surrender or otherwise deal with his benefit under the Fund or attempt to do so.
- (2) If the Territory shall pay to the Trustees any sum representing the contribution of a Member before that contribution has been received by the Territory or deducted from the Member's salary the Territory shall have a charge on the benefit being provided for or in respect of the Member under the Fund for those sums and the Trustees if so required by the Territory shall out of the moneys received or held by the Trustees in respect of the Member refund to the Territory without interest any sums so paid or owing.

POWER TO DISMISS

21. Nothing in this Deed or in the Rules shall restrict the right of the Territory to dismiss or retrench a Member or be used to increase damages in any action brought against the Territory in respect of a Member's dismissal or retrenchment.

DAMAGES AND COMPENSATION

22. Nothing in this Deed or in the Rules shall in any way affect the right of a Member or his legal personal representatives or other person to claim damages or compensation by common law or under a Workmen's Compensation Act or any other statute in force governing compensation to a Member injured or deceased from an accident arising out of or in the course of his employment with the Territory and the amount payable in terms of this Deed and the Rules shall not be reduced by reason of any payment of damages or compensation as aforesaid.

DISCONTINUANCE OF SCHEME

23. (1) In the event that the Northern Territory of Australia introduces a superannuation Scheme for its employees the Fund shall continue to have effect unless the legislation establishing that scheme provides for Members to receive benefits which in the opinion of the Trustees are at least equivalent in value to those that a member would otherwise have received.
- (2) The Territory reserves the right to determine the Scheme by giving six calendar months prior notice of its intention so to do but any such determination shall have no retrospective effect.
- (3) In the event of determination of this Scheme -
- (a) the balance of the Fund then remaining shall be applied to Members as at the date of such determination in accordance with the balance in each Member's Account; and
 - (b) any Benefits which are being paid shall continue to be paid by the Territory as if this Scheme is still in force.

NATIONAL OR SOCIAL INSURANCE OR PENSIONS

24. If by reason of the introduction of or changes in any scheme of national or social insurance or superannuation or social services benefits or in any other provisions made by or on behalf of the government (of either Australia or of any State or Territory of Australia) for the granting of pensions or other benefits similar to superannuation benefits, Members or their Dependents may become eligible for pensions or other Benefits as aforesaid the Trustees may at the request of the Territory reduce the Benefit payable under the Scheme to or in respect of the Members eligible as aforesaid -
- (1) by the amount of the said pensions or other benefits or by such amount as in the opinion of the Trustees is equal to the value at the relevant date of the said pensions or other benefits;
 - (2) in such a way as to integrate the Benefit under the Scheme with the said pensions or other benefits; or
 - (3) to such lesser extent as the Trustees may with the consent of the Territory determine and the contributions thereafter payable to the Scheme by the Member whose Benefit is so reduced shall be adjusted by the Trustees after receiving advice from an Actuary.

REVIEW OF DECISIONS

25. (1) A person who was a Member or is a Member and is aggrieved by a decision of the Trustees or a delegate of the Trustees under this Deed or Rules may by notice in writing given to the Trustees within 30 days after the day on which the decision first comes to the notice of the person or within such further period as the Trustees allow request the Trustees to reconsider the decision.

- (2) The notice to the Trustees under sub-clause (1) shall set out the reasons for making the request.
- (3) Upon the receipt of the request under sub-clause (1) the Trustee shall as soon as possible and at a meeting of the Trustees where all the Trustees are present reconsider the decision any may confirm revoke or vary the decision as they think fit.
- (4) Where the Trustees have reconsidered a decision under sub-clause (3) they shall by notice in writing inform the person of their reconsideration of the decision and their reasons for confirming revoking or varying the decision.

ISSUE OF INFORMATION

- 26. (1) A Member or former Member may request the Trustees to provide him or her with-
 - (a) a statement of the Member’s Aggregated Contributions; and
 - (b) information about the state of his or her surcharge debt account.
- (2) The Trustees must, as soon as practicable after receiving a request under subclause (1), supply the information requested.

IN WITNESS WHEREOF this Deed has been duly executed the day and year first herein before written.

SIGNED SEALED AND DELIVERED)
 By MARSHALL BRUCE PERRON)
 for and on behalf of the)
 NORTHERN TERRITORY OF AUSTRALIA)
 in the presence of)
)

SIGNED SEALED AND DELIVERED)
 By the said ARTHUR ALEXANDER GRANT)
)
 in the presence of)
)

SIGNED SEALED AND DELIVERED)
 By the said OTTO KENNETH ALDER)
)
 in the presence of)
)

SIGNED SEALED AND DELIVERED)
 By the said MICHAEL JOHN PALMER)
)
 in the presence of)
)

**THE SCHEDULE
THE RULES**

ELIGIBILITY

1. (1) Persons who on or after the Commencing Day become Employees shall also become Members on the day they become Employees.
- (2) Persons who are Employees prior to the Commencing Day shall become Members on the Commencing Day.
- (3) Notwithstanding subrule (1), no Police Auxiliary shall be a Member except -
 - (a) an existing member of the Police Force who takes up duties as a Police Auxiliary; or
 - (b) a former member of the Police Force who has retired on a CSS invalidity benefit and has been re-appointed to the Police Force as a Police Auxiliary.

CONTRIBUTIONS

2. (1) Where a Member is, in respect of a Contribution Day, required to contribute to the CSS, the Member will contribute 1% of salary for superannuation purposes and if that amount is not a multiple of 10 cents the next higher amount that is a multiple of 10 cents.
- (2) In sub-rule (1) "salary for superannuation purposes" is the member's salary for the purposes of the CSS applying at 1 July each year, or at such other date as is approved by the Trustees.

BENEFIT ON RETIREMENT OR COMPLETION OF MINIMUM CONTRIBUTION PERIOD

3. (1) Where a person -
 - (a) ceases to be a Member on or after attaining 50 years of age or after 25 years CSS contributory service;
 - (b) ceases to be a Member, otherwise than by virtue of the person's death or, where an invalidity benefit under the CSS has been granted, otherwise than by virtue of invalidity; and
 - (c) on or after ceasing to be a Member ceases to be an Eligible Employee and becomes entitled to an age retirement pension, an early retirement pension, a deferred pension or a postponed pension from the CSS,

the person is entitled to a Benefit calculated as the amount of the employer-financed CSS pension payable to him multiplied by the percentage in column (2) of the following table according to the age of the person at the relevant date.

Column 1 Age, in completed years, at the relevant date	Column 2 Percentage
55 or less	25.00
56	21.69
57	18.69
58	15.94
59	13.43
60 or more	11.11

- (2) The Benefit under sub-rule (1) shall begin to be paid from the date the CSS employer-financed pension within the meaning of the CSS begins to be paid.
- (3) Where a person entitled to a Benefit under sub-rule (1) elects to convert the CSS employer-financed pension to a lump sum the amount of the Benefit payable to the person shall be calculated as the amount of the CSS employer-financed lump sum multiplied by the percentage in column (2) of the table according to the age of the person at the relevant date.
- (4) For the purposes of the Scheme, a person shall be taken to have attained a particular age on the day immediately preceding the relevant anniversary of his birth.

CALCULATION OF DEPENDENT'S BENEFIT

4. Where a person dies and that person was, immediately prior to their death, entitled to receive a Benefit, that person's Dependent is entitled to receive a benefit calculated in accordance with the following formula

$$DB = B \times RR$$

Where:

DB is the Dependent's Benefit

B is the Benefit

RR is the Reversionary Rate

COMMUTATION OF BENEFITS

- 4A. (1) A person who becomes entitled to a Benefit under Rule 3(1) or 4 on or after the day on which this Rule comes into effect may elect to commute that Benefit to a lump sum payment by a notice in writing given to the Trustees -
 - (a) in the case of a Benefit under Rule 3(1), within 3 months after the date on which he becomes entitled to it; or
 - (b) in the case of a Benefit under Rule 4, within 6 months after that date.
- (2) The lump sum payable to a person by virtue of an election under sub-clause (1) is an amount equal to -
 - (a) the annual amount of the benefit multiplied by a factor of 10; or
 - (b) where he is of or over the age of 65 at the time when he becomes entitled to the Benefit - the annual amount of the Benefit multiplied by a factor of 10 reduced by one half of the difference between 65 and his age in complete years at that time.
- (3) Sub-clauses (1) and (2) apply also to a person who became entitled to a Benefit before the day on which this Rule comes into effect, but in the case of such a person -
 - (a) the notice required by sub-clause (1) must be given within 3 months after that day; and
 - (b) references to that day are substituted in sub-clause (2)(b) for references to the time when he becomes entitled to the Benefit.

BENEFIT ON DEATH OR INVALIDITY

5. Omitted.

BENEFIT ON RESIGNATION FROM THE NORTHERN TERRITORY POLICE FORCE

6. Omitted.

BENEFIT UPON RESIGNATION TO CONTEST AN ELECTION

- 6A. Where an Employee voluntarily terminates his or her employment in order to become a candidate for election as a member of the Legislative Assembly or a House of Parliament of the Commonwealth not earlier than one month before the date on which nominations for the election closed, he or she shall, on application in writing to the Trustees, be deemed for the purposes of the Scheme to be an Employee on an approved period of leave without pay for the period between the date of his or her termination of employment and the date 2 months after the date of the declaration of the result of the election, unless in the meantime he or she has resumed employment as an Employee or has elected to cease to be an Employee.

REFUND OF CONTRIBUTIONS

7. Where a person ceases to be a Member and is not entitled to a Benefit under Rule 3, the Member's Aggregated Contributions will, subject to Rules 7A and 7B, be paid to -
- (a) that person;
 - (b) another superannuation fund nominated by the person; or
 - (c) his legal personal representative.

TEMPORARY CESSATION AS A MEMBER

- 7A. A person ceasing to be a Member who is entitled to a refund of Aggregated Contributions under Rule 7 may elect to defer receiving payment of his Aggregated Contributions provided that the Trustees are of the opinion that the person may again become a Member.

TEMPORARY DEFERMENT OF REFUND

- 7B. Where a person is otherwise entitled to a refund of Aggregated Contributions under Rule 7 but remains a member of the Police Force, the refund shall be deferred until such time as the person ceases to be a member of the Police Force.

FORMER MEMBER RE-EMPLOYED

8. Where a member was refunded his Aggregated Contributions in accordance with Rule 7 and he again becomes a Member the Benefit Payable under the Rules -
- will be in accordance with Rule 3 provided that the Aggregated Contributions refunded when he last ceased to be a Member are repaid to the Trustees; or

- if he does not repay to the Trustees his Aggregated Contributions refunded to him when he last ceased to be a Member will be an amount as determined under Rule 3 multiplied by the ratio of the period in years and completed months from the day he again becomes a Member to the day he becomes eligible for a Benefit under these Rules to the period in years and completed months which corresponds to the period of contributory service used in calculating his benefit under the CSS.

PAYMENT OF BENEFIT

9. A benefit will be paid fortnightly in advance.

INDEXATION OF BENEFIT

10. A benefit under this scheme will be indexed in accordance with the process set out in section 148 of the Act (or its successor), as though that benefit were a pension to which that section applied.

CALCULATION OF INVESTMENT RETURN

11. The investment return on contributions will be calculated for each Employee from the first Contribution Day after he becomes a Member at a rate or rates determined by the Trustees after receiving advice from an Actuary.

GENERAL

12. A benefit is not payable where a person has ceased to be an Employee before the Commencing Day.

SPLITTING OF SUPERANNUATION INTEREST

13. Deleted.

FEES FOR ADDITIONAL SERVICES

14. The Trustees may charge a person the reasonable cost of performing on behalf of the person a service in relation to this Deed that the Trustees undertake at the request of the person.

NOTES

The Northern Territory Police Supplementary Benefit Scheme Trust Deed and Rules comprise the following :

	<u>TRUST DEED</u>	<u>DATE SIGNED</u>
1.	Original Deed	15 Jun 1984
2.	Supplementary Deed (No 1)	31 Dec 1987
3.	Supplementary Deed (No 2)	24 Jul 1989
4.	Supplementary Deed (No 3)	29 Jun 1992
5.	Supplementary Deed (No 4)	17 Nov 1995
6.	Supplementary Deed (No 5)	8 Oct 1998
7.	Supplementary Deed (No 6)	3 Feb 2000
8.	Supplementary Deed (No 7)	20 December 2002
9.	Supplementary Deed (No 8)	15 March 2006
10.	Supplementary Deed (No 9)	15 March 2007
11.	Supplementary Deed (No. 10)	15 April 2009

Table of Amendments**Clause**

Introduction	Amended by Supplementary Deed (No. 8) Cl. 1
1.	Amended by Supplementary Deed (No 3), Cl. 1
1.	Inserted by Supplementary Deed (No 4), Cl. 1
1.	Inserted by Supplementary Deed (No 4), Cl. 1
1.	Inserted by Supplementary Deed (No 5), Cl. 1
1.	Amended by Supplementary Deed (No. 8) Cl. 2
1.	Amended by Supplementary Deed (No. 8) Cl. 3.
1.	Amended by Supplementary Deed (No. 8) Cl. 4.
1.	Amended by Supplementary Deed (No. 8) Cl. 5.
1.	Amended by Supplementary Deed (No. 8) Cl.6.
1.	Amended by Supplementary Deed (No. 8) Cl. 7
1.	Amended by Supplementary Deed (No. 8) Cl. 8
1.	Amended by Supplementary Deed (No. 9) Cl. 1
1.	Amended by Supplementary Deed (No. 9) Cl.2
1.	Amended by Supplementary Deed (No. 10) Cl.1
2(2)	Amended by Supplementary Deed (No. 8) Cl. 9
2A.	Inserted by Supplementary Deed (No. 3), Cl. 2
2A.	Repealed and substituted by Supplementary Deed (No 5), Cl. 2
2B.	Inserted by Supplementary Deed (No. 10), Cl 1
3	Amended by Supplementary Deed (No. 8) Cl. 10
4(2).	Amended by Supplementary Deed (No. 8) Cl. 17
4(5)	Amended by Supplementary Deed (No. 8) Cl. 18
6.	Amended by Supplementary Deed (No. 8) Cl. 11
7.	Amended by Supplementary Deed (No 3), Cl. 3
9.	Amended by Supplementary Deed (No 9), Cl. 3
9A, 9B, 9C	Inserted by Supplementary Deed (No 5), Cl. 3
9D	Inserted by Supplementary Deed (No 6), Cl. 1
10.	Amended by Supplementary Deed (No. 8) Cl. 12

- 15. Amended by Supplementary Deed (No. 8) Cl. 13
- 15(2). Deleted by Supplementary Deed (No 1), Cl. 2(1)
- 16. Amended by Supplementary Deed (No 9), Cl.4
- 17. Amended by Supplementary Deed (No 1), Cl. 2(2)
- 17. Amended by Supplementary Deed (No5), Cl. 4
- 17. Inserted by Supplementary Deed (No 6), Cl. 2
- 17. Amended by Supplementary Deed (No. 8) Cl. 14
- 19(1) Amended by Supplementary Deed (No. 8) Cl. 15
- 19(1)(a). Amended by Supplementary Deed (No. 8) Cl. 16
- 26. Repealed and substituted by Supplementary Deed (No 5), Cl. 5
- 26. Amended by Supplementary Deed (No 9), Cl.4

Rule

- 1(3). Inserted by Supplementary Deed (No 3), Cl. 4(a)
- 2. Substituted by Supplementary Deed (No 2), Cl. (a)
- 2(1). Amended by Supplementary Deed (No 4), Cl. 2
- 3. Amended by Supplementary Deed (No 3), Cl. 4(b) & (c)
- 3. Omitted and Substituted by Supplementary Deed (No 4), Cl. 3
- 4. Amended by Supplementary Deed (No 3), Cl. 4(d)
- 4. Amended by Supplementary Deed (No 4), Cl. 4
- 4. Amended by Supplementary Deed (No. 8) Cl. 18
- 4A. Inserted by Supplementary Deed (No 1), Cl. 3
- 4A(1). Amended by Supplementary Deed (No 4), Cl. 5
- 5. Omitted by Supplementary Deed (No 4), Cl. 6
- 6. Omitted by Supplementary Deed (No 4), Cl. 6
- 6. Amended by Supplementary Deed (No. 8) Cl. 19
- 6A Inserted by Supplementary Deed (No. 8) Cl. 20
- 7. Amended by Supplementary Deed (No 1), Cl. 4
- 7. Amended by Supplementary Deed (No 2), Cl. (b)
- 7. Omitted and Substituted by Supplementary Deed (No 4), Cl. 6
- 7. Amended by Supplementary Deed (No 9), Cl. 6

- 7A. Inserted by Supplementary Deed (No 2), Cl. (c)
- 7A. Amended by Supplementary Deed (No 9), Cl.6
- 7B. Inserted by Supplementary Deed (No 3), Cl. 4(e)
- 7B. Amended by Supplementary Deed (No 9), Cl.6
- 8. Amended by Supplementary Deed (No 2), Cl. (d) & (e)
- 8. Amended by Supplementary Deed (No 9), Cl. 6
- 10. Amended by Supplementary Deed (No 4), Cl. 7
- 10. Amended by Supplementary Deed (No. 8) Cl. 21
- 11. Omitted and Substituted by Supplementary Deed (No 9), Cl. 5
- 13. Inserted by Supplementary Deed (No 7)
- 13. Amended by Supplementary Deed (No. 8) Cl. 22
- 13. Omitted by Supplementary Deed (No. 10) Cl. 2
- 14. Inserted by Supplementary Deed (No 7)