

CONSOLIDATING AND AMENDING DEED

BETWEEN:

NORTHERN TERRITORY OF AUSTRALIA

AND:

MARK McADIE, ALESSANDRO POLLON AND DANIEL THOMAS
BACON

DATED THE 19th DAY OF JUNE 2019

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THIS CONSOLIDATING AND AMENDING DEED is made the day of 2019

BETWEEN:

NORTHERN TERRITORY OF AUSTRALIA care of its agency the Department of Treasury and Finance, 19 The Mall, Darwin in the Northern Territory of Australia ("the **Territory**") of the one part

AND:

MARK McADIE, ALESSANDRO POLLON AND DANIEL THOMAS BACON all of Darwin in the said Territory ("the **Trustees**") of the other part

WHEREAS

- A. By a Trust Deed dated the 15th day of June 1984 ("the Original Trust Deed") and made between the Territory of the one part and Otto Kenneth Alder, Arthur Alexander Grant and Michael John Palmer of the other ("the First Trustees") a Supplementary Benefit Scheme to be known as NORTHERN TERRITORY POLICE SUPPLEMENTARY BENEFIT SCHEME was established in order to provide benefits for or in relation to employees under the Northern Territory Police Administration Act;
- B. The Original Trust Deed was amended by Supplementary Deeds dated 31 December 1987, 24 July 1989, 29 June 1992, 17 November 1995, 8 October 1998, 3 February 2000, 20 December 2002, 15 March 2006, 15 March 2007, 15 April 2009, 10 March 2011, 25 May 2012, Consolidating Deed dated 16 January 2012, Consolidating and Amending Deeds dated 25 May 2012 and 2 June 2015 and by an Amending Deed of even date herewith, all of which are included in this Consolidating and Amending Deed;
- C. The parties hereto acknowledge and agree that this Deed incorporates the Original Trust Deed as amended from time to time pursuant to the deeds specified in Clause B hereof;
- D. This Consolidating and Amending Deed is not and is not intended to be a resettlement of the Original Trust Deed as amended.

THE PARTIES AGREE as follows:

1. DEFINITIONS

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 (Cth) as in force on the commencing day.

"Aggregated Contributions"	means the sum of the contributions made by the Member in accordance with this Deed together with the Investment Return determined by the Trustees in respect of those contributions.
"Act (Cth)"	means the <i>Superannuation Act 1976</i> (Cth).
"Act (NT)"	means the <i>Superannuation Act 1986</i> (NT).
"Actuary"	means a Fellow of the Institute of Actuaries of Australia appointed by the Trustees.
"ADI"	means an authorised deposit-taking institution, meaning a body corporate authorised under section 9 of the <i>Banking Act 1959</i> (Cth), to carry on banking business in Australia.
"Association"	means the Northern Territory Police Association Inc.
"Benefit"	means benefit as provided for in the Rules.
"Contribution Day"	has the same meaning it has in the CSS.
"CSS"	means Commonwealth Superannuation Scheme provided under the Act (Cth).
"Commencing Day"	means the 1st day of July 1984.
"Commissioner of Superannuation"	means the Commissioner of Superannuation appointed pursuant to Section 4 of the Act (NT).
"De facto partner of a Member"	means a person who is in a de facto relationship with a Member.
"De facto relationship"	bears the same meaning as the <i>De Facto Relationships Act</i> (NT).
"Dependant"	means a Member's spouse.
"Eligible Child"	bears the same meaning as appears in the Act (Cth), save that references in that Act (Cth) to the CSS 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 fund referred to in Clause 5 of this Deed known as the Northern Territory Police Supplementary Benefit Fund vested in the Trustees on trust for the benefit of the Members.
"Investment Return"	means the rate of return (which may be either positive or negative) determined by the Trustees in accordance with Item 15 of the Rules.
"Member"	means an employee who is a member of the Scheme.
"Police"	means the Police Force of the Northern Territory.
"Relevant Date"	<p>means, in respect of a person who has ceased to be a Member:</p> <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"	<p>means the applicable percentage rate appearing from time to time in Section 82 of the Act (Cth) (or its successor).</p> <p>For the avoidance of doubt, as at 7 March 2006, those rates are:</p> <p>Spouse only (no Eligible Children) – 67%</p> <p>Spouse with 1 Eligible Child – 78%</p> <p>Spouse with 2 Eligible Children – 89%</p> <p>Spouse with 3 or more Eligible Children – 100%.</p>
"Rules"	means the rules contained in the Schedule to this Deed and any additions or alterations thereto.
"Scheme"	means Northern Territory Police Supplementary Benefit Scheme as established under the Original Trust Deed and all amendments, additions and deletions thereto all of which are now consolidated into this Deed of Consolidation and Amendment.

"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 of a Member;
	(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 Original Trust Deed by which the Scheme has been established and any amendments, additions or deletions thereto all of which are now consolidated in this Deed of Consolidation and Amendment.
"Treasurer"	means the Treasurer for the Territory.
"Treasury"	means the Northern Territory Department of Treasury and Finance.

2. INTERPRETATION

- (a) 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.
- (b) The headings in this Deed and in the Rules are for convenience of reference only and shall not affect the interpretation thereof.
- (c) 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.

3. FUND TO COMPLY WITH SUPERANNUATION SURCHARGE LAWS AND AGREEMENTS WITH COMMONWEALTH

- (a) The Fund is to be administered in accordance with-
 - (i) the Surcharge Act and the Surcharge Collection Act; and
 - (ii) 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.
- (b) 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.
- (c) This Deed and the Rules are to be administered in accordance with the written agreement entered into with the Commonwealth in Clause 3(a)(ii).

4. APPLICATION OF PART VIIIB OF THE FAMILY LAW ACT 1975 OF THE COMMONWEALTH

- (a) This Deed is subject to the requirements of the *Family Law Act 1975* (Cth) in relation to superannuation interests.
- (b) The Trustees must take all actions that are necessary to give effect to:
 - (i) the provisions of the *Family Law Act 1975* (Cth); and
 - (ii) 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.
- (c) If an order or other valid arrangement relating to the splitting of the superannuation interests of a Member is made under *Family Law Act 1975* (Cth), the Trustees:
 - (i) shall create an account for the Member's Spouse or former Spouse ("Former Spouse") to give effect to that order or other valid arrangement;
 - (ii) may, at their discretion, pay the amount standing in credit in the account referred to in Clause 4(c)(i) to the eligible rollover fund approved by the Commissioner of Superannuation under section 45D of the Act (NT) for the benefit of the Former Spouse; and
 - (iii) may charge the Member and/or the Former Spouse the reasonable cost of performing on behalf of the Member and/or the Former Spouse the services provided pursuant to this Clause that the Trustees undertake at the request of the Member and/or Former Spouse.
- (d) 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.

5. THE FUND

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

6. APPOINTMENT AND REMOVAL OF TRUSTEES

- (a) The Trustees are the present Trustees of the Scheme.

- (b) Subject to paragraph (d) of this Clause 6, the number of trustees shall be at least three and will consist of:
 - (i) one representative from the Police nominated by the Commissioner of Police;
 - (ii) one representative from Treasury nominated by the Under Treasurer; and
 - (iii) one representative from the Members nominated by the Association, who shall be resident in the Northern Territory.
- (c) In the event that a Trustee shall for any reason cease to be a Trustee ("**Former Trustee**"), the vacancy will be filled by the Treasurer appointing a new Trustee nominated by the body that nominated the Former Trustee.
- (d) 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.
- (e) The Chairman of the Trustees shall be appointed by the Treasurer.
- (f) A Trustee shall hold office until:
 - (i) he retires from the office by notice in writing delivered to the Treasurer;
 - (ii) he becomes bankrupt or makes an assignment to or composition with his creditors;
 - (iii) 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
 - (iv) he dies,
 whichever first occurs.
- (g) Where a vacancy occurs, the remaining Trustees, subject to Clauses 7(b) and 7(f), can continue to act notwithstanding the vacancy.
- (h) The Trustee representing the Members shall hold office for a period of three years. A Trustee may be nominated again.
- (i) When a Trustee is not available to exercise his powers and obligations under this Deed, the Treasurer shall appoint, subject to this Clause 6, a replacement Trustee for the duration of the period during which the Trustee is not available.

7. MEETINGS OF TRUSTEES

- (a) The Trustees may regulate their meetings as they think fit.
- (b) Subject to paragraph (g) of this Clause 7, 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 7(c), a meeting may be held without that Trustee being present.
- (c) 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.
- (d) 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. Where there are more than one such Trustee, the Chairman shall be elected by a majority of the Trustees present.
- (e) 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 is entitled to one vote and in the case of an equality of votes the Chairman has a second or casting vote.

- (f) 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.
- (g) Where the number of Trustees has been increased under Clause 6(d), the number of Trustees required in attendance at a meeting so as to constitute a quorum shall not be less than the total number of Trustees reduced by two.
- (h) The Trustees shall be paid sitting fees for attending meetings of the Trustees as if the Trustees comprised a statutory body as described in Division 2 of Part 3 of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006* with such fees to be paid from the Fund.

8. POWERS OF THE TRUSTEES

The Trustees shall have the following powers:

- (a) to settle any claims, matters or things relating to the Scheme;
- (b) to commence, carry on or defence proceedings relating to the Scheme;
- (c) 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;
- (d) to insure or re-insure any risks, contingencies or liabilities of the Fund;
- (e) to retain the services of professional advisers whether persons, firm or companies in relation to the management, administration or investment of the Scheme;
- (f) generally to do all such acts, matters and things as they consider necessary or expedient for the administration, maintenance and preservation of the Scheme and in the performance of their obligations under this Deed; and
- (g) to make payments out of the Fund in accordance with the Rules.

9. EXERCISE OF POWERS AUTHORITIES AND DISCRETIONS

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 Clauses 3(b) or 3(c) of this Deed, those powers, authorities or discretions shall be exercised to ensure compliance with or enforcement of the requirement.

10. PERSONAL LIABILITY OF TRUSTEES

No Trustee shall have any personal liability in respect of any loss or breach of trust relating to the Scheme unless the same is due to the Trustee's own dishonesty or wilful act or omission.

11. TRUSTEES TO BE INDEMNIFIED

- (a) Each of the Trustees shall be indemnified by the Fund against all liabilities incurred by the Trustees in execution, attempted execution or the non-execution of the Trustees' powers, authorities and discretions contained in this Deed and the Trustees shall have a lien on and may use any of the 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.

- (b) The Territory may reimburse the Fund out of Territory money for all or part of an amount charged to the Fund under paragraph (a) of this Clause 11.

12. APPOINTMENT OF COMMISSIONER OF SUPERANNUATION

- (a) Approval under section 6(1)(b) of the Act (NT) was given by the Treasurer for the Commissioner of Superannuation to administer the Scheme on behalf of the Trustees.
- (b) The Trustees may delegate to the Commissioner of Superannuation the power and responsibility to undertake and manage the investments of the Fund.
- (c) In administering the Scheme on behalf of the Trustees, the Commissioner of Superannuation:
 - (i) is subject to any delegations of powers and responsibilities made by the Trustees; and
 - (ii) has the powers necessary to perform the Commissioner of Superannuation's functions pursuant to section 6(2) of the Act (NT).
- (d) If the Trustees make a delegation pursuant to Clause 12(b) of this Deed, they may direct the Commissioner of Superannuation as they see fit.
- (e) If the Trustees delegate a power or function pursuant to Clause 12(b) of this Deed the power or function is, when exercised or performed by the delegate, to be taken to be exercised or performed by the Trustees.
- (f) The delegation of a power or function pursuant to Clause 12(b) of this Deed does not prevent the exercise of the power or the performance of the function by the Trustee.
- (g) Pursuant to the provisions of section 7 of the Act (NT) the Commissioner of Superannuation may delegate to a person any of the Commissioner of Superannuation's powers or functions under the Act (NT).
- (h) Subject to this Clause 12 a power or function delegated under section 7 of the Act (NT) when exercised or performed by the delegate shall be deemed to have been exercised or performed by the Commissioner of Superannuation.
- (i) A delegation under section 7 of the Act (NT) does not prevent the exercise of a power or performance of a function by the Commissioner of Superannuation.

13. FUND ACCOUNTS

- (a) The Commissioner of Superannuation, on behalf of the Trustees, shall open and maintain such account or accounts with such ADI, ADIs or the Territory Insurance Office as the Trustees determine.
- (b) The Trustees shall cause to be paid into the said accounts forthwith all moneys payable to the Fund.
- (c) The Trustees shall arrange for the signing of the cheques or authorisation of payments in relation to the operation of the said accounts.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) The Trustees shall as soon as practicable after 30 June in every 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.
- (h) The Trustees shall establish and maintain an account in the name of each Member for the holding of Aggregated Contributions.
- (i) The latest copy of the annual report by the Trustees to the Treasurer shall upon request be made available for inspection by any Member.

14. SURCHARGE DEBT ACCOUNTS

- (a) 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.
- (b) The Trustees must debit to the surcharge debt account of a Member:
 - (i) superannuation contributions surcharge paid or payable by the Trustees in respect of the Member; and
 - (ii) interest paid or payable under the Surcharge Collection Act on the amount by which the account is in debit.
- (c) The Trustees must credit to the surcharge debt account of a Member an amount paid under Clause 15 of this Deed by the Member.

15. ADVANCE PAYMENTS TO REDUCE SUPERANNUATION CONTRIBUTIONS SURCHARGE

- (a) 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.
- (b) A payment under this Clause may be made on a periodic or single payment basis.
- (c) An election form lodged under Clause 15(a) of this Deed is to be in the form approved by the Trustees and is to specify the amount to be paid and the manner of payment.
- (d) A Member may, on lodging with the Trustees an election form in the form approved by the Trustees:
 - (i) vary in accordance with the form the amount or manner of payment of periodic payments; or
 - (ii) revoke an election under this Clause.

16. TERRITORY TO DEDUCT SURCHARGE FROM BENEFIT

- (a) Where a Member is entitled to a Benefit under Rule Item 3(a) and the Member's surcharge debt account is in debit the Territory must:
 - (i) commute part or all of the Benefit to a lump sum equal to the balance of the Member's surcharge debt account; or
 - (ii) where the Member elects to commute his or her Benefit to a lump sum under Rule Item 5(a) – deduct from the lump sum an amount equal to the balance of the Member's surcharge debt account.
- (b) The Territory is to transfer to the Fund an amount commuted to a lump sum, or deducted from a lump sum, under Clause 16(a) of this Deed.

17. COMMUTATION TO PAY DEFERRED SUPERANNUATION CONTRIBUTIONS SURCHARGE

- (a) If:
- (i) a person is paid a benefit under this Deed;
 - (ii) 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
 - (iii) 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.
- (b) The Trustees must, if satisfied that the commuted amount will be used to pay the superannuation contributions surcharge, comply with a request under Clause 17(a) of this Deed.

18. DELEGATION

- (a) In addition to the power to delegate set out in Clause 12(b) of this Deed, the Trustees may delegate any or all of their powers or functions, except this power of delegation.
- (b) The Trustees may delegate a power or function pursuant to Clause 18(a) of this Deed to:
- (i) the Commission for Superannuation;
 - (ii) a person by name;
 - (iii) a person by reference to the office, position or designation held or occupied by the person; or
 - (iv) a person from time to time holding, acting in or performing the duties of a named office, designation or position.
- (c) If the Trustees delegate a power or function pursuant to Clause 18(a) of this Deed, the power or function is, when exercised or performed by the delegate, to be taken to be exercised or performed by the Trustees.
- (d) The delegation of a power or function pursuant to Clause 18(a) of this Deed does not prevent the exercise of the power or the performance of the function by the Trustees.

19. ACTUARIAL REVIEW

An actuarial review of the operations of the Scheme shall be made as at 30 June 2012 or as determined by the Treasurer. Thereafter, actuarial reviews will be carried out to coincide with the actuarial reviews of the Schemes which the Commissioner is responsible for under the Act (NT).

20. CONTRIBUTIONS

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.

21. APPLICATION OF CONTRIBUTIONS

- (a) 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.
- (b) Subject to Clause 8 of this Deed, 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.
- (c) The Trustees may sell or otherwise vary transpose or convert any such investment into or for another or others of the kind detailed in Clause 21(b) of this Deed.
- (d) 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.

22. BENEFIT

Subject to Clauses 16 and 17, of this Deed, the benefit payable to a Member his Dependant 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.

23. RULES

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.

24. AMENDMENTS TO THE DEED OR RULES

- (a) The Territory and the Trustees may at any time by deed under seal executed by the Territory and the Trustees amend delete from and add to this Deed including the provisions of this Clause. Any amendment deletion or addition so made -
 - (i) 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;
 - (ii) shall be of the same validity as if it had been originally contained in this Deed; and
 - (iii) may in like manner be amended deleted from or added to.
- (b) 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 Clause 24(a) of this Deed.

25. CHARGE OVER BENEFIT

If the Territory has overpaid to the Trustees an amount calculated in respect of a member's contributions by error:

- (a) then the Territory has a charge over that overpaid amount erroneously calculated; and
- (b) the Trustees must, if required by the Territory, refund that amount to the Territory (no interest payable) from the money received or held by the Trustees.

26. POWER TO DISMISS

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.

27. DAMAGES AND COMPENSATION

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.

28. DISCONTINUANCE OF SCHEME

- (a) In the event that the Territory 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.
- (b) 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.
- (c) In the event of determination of the Scheme:
 - (i) 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
 - (ii) Any Benefits which are being paid shall continue to be paid by the Territory as if the Scheme is still in force.

29. REVIEW OF DECISION

- (a) Up to and including 30 June 2015:
 - (i) 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;
 - (ii) the notice to the Trustees under sub-Clause 29(a)(i) shall set out the reasons for making the request;
 - (iii) upon the receipt of the request under sub-Clause 29(a)(i) the Trustees shall as soon as possible reconsider the decision and may confirm revoke or vary the decision as the Trustees think fit;
 - (iv) Where the Trustees have reconsidered a decision under sub-Clause 29(a)(iii) the Trustees shall by notice in writing inform the person of the Trustees' reconsideration of the decision and the Trustees' reasons for confirming, revoking or varying the decision.
- (b) From and including 1 July 2015:
 - (i) if a person who was a Member or is a Member claims a Benefit the Trustees shall make a decision in respect of that claim and notify the decision to that person within the relevant time frame specified in the table below;

- (ii) 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 the Rules may by notice in writing to the Trustees request the Trustees to review the decision provided that such notice is given to the Trustees within the relevant time frame specified in the table below after the day upon which the decision first comes to the notice of that person;
- (iii) the notice to the Trustees under sub-Clause 29(b)(ii) shall set out the reasons for making the request;
- (iv) upon the receipt of the request under sub-Clause 29(b)(ii) the Trustees shall within the relevant time frame specified in the table below reconsider the decision and may confirm, revoke or vary the decision as the Trustees think fit;
- (v) where the Trustees have reconsidered a decision under sub-Clause 29(b)(iv) they shall as soon as possible by notice in writing inform the person of the Trustees' reconsideration of the decision and the Trustees' reasons for confirming, revoking or varying the decision;
- (vi) a person who was a Member or is a Member and is aggrieved by a decision under Clause 29(b)(v) of this Deed may apply within the relevant time frame specified in the table below to the Northern Territory Civil and Administrative Tribunal ("NTCAT") established under the Northern Territory Civil and Administration Tribunal Act ("NTCAT Act") to have the decision reviewed provided that such application must be made in accordance with the NTCAT Act and any regulations or rules made under the NTCAT Act.

Table referred to in this Clause 29

Benefit Type	Claim a Benefit	Trustees' First Decision (Clause 29 (b)(i))	Seek Review by Trustees (Clause 29 (b)(ii))	Decision Review (Clause 29 (b)(iv))	Review by NTCAT (Clause 29 (b)(vi))
Death	Time limit open	Time limitations start – Trustees have 30 days to make an original decision	Applicant has 30 days to make an application for review	Trustees have 30 days to review decision	Applicant has 30 days to apply to NTCAT
Other	Time limit open	Trustees have 90 days to make an original decision. A strict time limit of 12 months in total start for the applicant from the time the original decision is made	Applicant has 90 days to seek review of decisions	Trustees have has 90 days to review decision	Application for review to be lodged within 12 months from the date of the Trustees' first decision.

30. TERMINATION

If at any time in the future the Act (NT) is amended to provide that this Deed should be terminated then upon such further amendment being enacted this Deed shall terminate in accordance with the provisions of any such enactment.

31. COSTS

The costs incurred by Treasury in the formation of the Scheme and the Fund shall be met by the Territory and all other costs incurred by the Trustees in the administration of the Scheme and management of the Fund shall be paid from the Fund.

32. UNCLAIMED BENEFITS OR CONTRIBUTIONS

If a Member or former Member:

- (a) has ceased employment;
- (b) is owed monies by the Trustees; and
- (c) has failed to claim payment of those monies from the Trustees within 12 months of becoming payable;

the Trustees may, at their discretion, pay those monies to an eligible rollover fund approved by the Commissioner of Superannuation under section 45DF of the Act (NT).

33. ISSUE OF INFORMATION

- (a) A Member or former Member may request the Trustees to provide him or her with-
 - (i) a statement of the Member's Aggregated Contributions; and
 - (ii) information about the state of his or her surcharge debt account.
- (b) The Trustees must, as soon as practicable after receiving a request under Clause 33(a) of this Deed, supply the information requested.

34. CONFIDENTIAL INFORMATION

- (a) Part IIAA of the Code ("the Code") contained in schedule 1 of the *Criminal Code Act* applies in the event that a person:-
 - (i) obtains information in the course of performing functions connected with the administration of the Scheme; and
 - (ii) engages in conduct that results in the disclosure of the information.
- (b) Sub-clause (a) of this Clause 34 does not apply if:
 - (i) The person discloses the information:
 - A. for the administration of the Scheme or otherwise in relation to the operation or management of the Scheme; or
 - B. with the consent of the person to whom the information relates; or
 - C. for legal proceedings arising out of the operation of the Scheme; or
 - (ii) The information is otherwise available to the public.

SCHEDULE – THE RULES

Item 1– Eligibility

- (a) Persons who on or after the Commencing Day become Employees shall also become Members on the day they become Employees.
- (b) Persons who are Employees prior to the Commencing Day shall become Members on the Commencing Day.
- (c) Notwithstanding Item 1(a), no Police Auxiliary shall be a Member except -
 - (i) an existing member of the Police Force who takes up duties as a Police Auxiliary; or
 - (ii) 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.

Item 2– Contributions

- (a) 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.
- (b) In Item 2(a), "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.

Item 3 – Benefit on Retirement or completion of Minimum Contribution Period

- (a) Where a person -
 - (i) ceases to be a Member on or after attaining 50 years of age or after 25 years CSS contributory service;
 - (ii) 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
 - (iii) 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 One	Column 2
Age, in completed years, at the relevant date	Percentage
55 or less	25.00
56	21.69
57	18.69
58	15.94
59	13.43
60 or more	11.11

- (b) The Benefit under Item 3(a) shall begin to be paid from the date the CSS employer-financed pension within the meaning of the CSS begins to be paid.
- (c) Where a person entitled to a Benefit under sub-Clause (a) 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.

- (d) 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.

Item 4– Calculation of Dependant’s Benefit

- (a) Where a person dies and that person was, immediately prior to their death, entitled to receive a Benefit, that person’s Dependant is entitled to receive a benefit calculated in accordance with the following formula:

$$DB = B \times RR$$

Where:

DB is the Dependant’s Benefit

B is the Benefit

RR is the Reversionary Rate

Item 5– Commutation of Benefits

- (a) A person who becomes entitled to a Benefit under Item 3(a), or Item 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:
- (i) in the case of a Benefit under Item 3(a), within 3 months after the date on which he becomes entitled to it; or
 - (ii) in the case of a Benefit under Item 4, within 6 months after that date.
- (b) The lump sum payable to a person by virtue of an election under sub-Clause (a) is an amount equal to:
- (i) the annual amount of the Benefit multiplied by a factor of 10; or
 - (ii) 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.
- (c) Sub-Clauses (a) and (b) 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:
- (i) the notice required by sub-Clause (a) must be given within 3 months after that day; and
 - (ii) references to that day are substituted in sub-Clause (b)(ii) for references to the time when he becomes entitled to the Benefit.

Item 6– Benefit on Death or Invalidity

Omitted.

Item 7– Benefit on Resignation from the Northern Territory Police Force

Omitted.

Item 8– Benefit upon Resignation to Contest to an Election

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.

Item 9– Refund of Contributions

- (a) Where a person ceases to be a Member and is not entitled to a Benefit under Item 3, the Member's Aggregated Contributions will, subject to Item 10 and 11, be paid to:
- (i) that person;
 - (ii) another superannuation fund nominated by the person; or
 - (iii) his legal personal representative.

Item 10– Temporary Cessation as a Member

A person ceasing to be a Member who is entitled to a refund of Aggregated Contributions under Item 9 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.

Item 11– Temporary Deferment of Refund

Where a person is otherwise entitled to a refund of Aggregated Contributions under Item 9 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.

Item 12– Former Member Re-Employed

Omitted

Item 13– Payment of Benefit

A benefit will be paid fortnightly in advance.

Item 14– Indexation of Benefit

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

Item 15– Calculation of Investment Return

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.

Item 16– General

Omitted

Item 17– Splitting of Superannuation Interest

Omitted.

Item 18– Fees for Additional Services

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.