

CONSOLIDATED TRUST DEED

- OF THE -

AIRWAYS PENSION SCHEME

- as at -

1 APRIL 2008

Note: This document consists of the provisions of the Trust Deed of the Airways Pension Scheme as amended to 1 April 2008. Where necessary for the purposes of determining the applicability of current or earlier provisions to or in respect of individual Members or Pensioners, reference should be made to the relevant supplemental deed which introduced the relevant provision or which modified an existing provision as the case may be. Certain typographical errors in earlier amending texts have been corrected in this consolidation. Deeds which were omitted from the schedule at the back of the deed have now been included in the schedule. Where appropriate the numbering or other designation of certain provisions has been amended to achieve consistency. This document is a working copy which has not been formally adopted by deed.

CONTENTS OF THE TRUST DEED

Clause	Page
1. Definitions	2
2. Main object	4
3. Payment of contributions	4
4. Administration of Scheme	4
5. Bank accounts and their operation	6
6. Investment of Fund and application thereof	7
7. Limiting of claims	9
8. Secretary, staff, Actuary and Auditor	9
9. Accounts and records	9
10. Annual accounts	9
11. Actuary	10
12. Management Trustees	11
13. Management Trustees' powers of decision	15
14. Meetings of Management Trustees	15
15. Management Trustees' expenses and remuneration	17
16. Appointment and removal of Custodian Trustees	17
17. Indemnity of Trustees	17
18. Amendments and additions	18
18A. Separate pension schemes	18
18B. Sale of company or business	20
19. Winding-up	22
19A. Special winding-up priority	23
20. Headings	24
21. Employment negotiations	24
22. Commencement of Scheme	25
23. Closing Scheme to new Members	25
24. Discretionary benefits	25
25A. Transfers-in	25
25B. Transfers-out	26
25C. Buy-outs	28
25D. Defined terms	28
26. AVC - Definitions	28
27. AVC - Membership	30
28. AVC - Contributions	31
29. AVC - Accounts	32
30. AVC - Benefits	35
31. AVC - limits	38
32. Statutory Requirements	38
33. Pension Sharing on Divorce	39
Appendix 2 - Pension Sharing on Divorce	40
Definitions	40
II Effect of Pension Sharing Order	41
III Mode of Discharge of Obligation	41

IV	Range of Appropriate Rights	41
V	Death of Ex-spouse Before Pension Sharing Order Acted Upon	43
VI	Transfers	43
VII	Disclosure of Information	44
VIII	Charges	44
X	Other Powers	44
XI	Civil Partnership	44

THE AIRWAYS PENSION SCHEME

TRUST DEED

THIS DEED is made 8 October 1948 **BETWEEN** BRITISH OVERSEAS AIRWAYS CORPORATION BRITISH EUROPEAN AIRWAYS CORPORATION and BRITISH SOUTH AMERICAN AIRWAYS CORPORATION^(a) (hereinafter called "**the Corporations**") of the first part GRAHAME TEMPLE MELLER of Whiteoaks Horley Surrey Chartered Accountant ALAN RAYMOND ESDEN of 97 Albemarle Road Beckenham Kent Chartered Accountant JOHN EDWARD VALENTINE TYZACK of Stratton Chase Chalfont St. Giles Buckinghamshire Staff and Services General Manager RANKIN LORIMER WEIR of 2 Bromley Close South Croydon Chartered Accountant LORD KERSHAW of 39 Sheen Common Drive Richmond Surrey Member of the Board of British South American Airways Corporation BERNARD GEORGE PORTER of Staplegrove Richings Way Iver Buckinghamshire Chartered Secretary JOHN WYNFORD GEORGE JAMES of Manfield House Iver Heath Buckinghamshire Chief Airline Pilot REGINALD VERNON FRANCE of 46 Dymchurch Road Speke Liverpool 19 Freight Clerk JAMES MILLER of 70 Kings Road Berkhamstead Hertfordshire Radio Officer THOMAS LLOYD of 4 Heol Pantycelyn Corryton Whitchurch Glamorganshire Fitter EDWARD WILLIAM CARTER of 28 Elmbank Avenue Englefield Green Egham Surrey Aircraft Loader AVON SPURGIN LUCKING of 4 Richmond Avenue East Bedfont Feltham Middlesex Instrument Inspector (hereinafter called "**the Management Trustees**" which expression shall include the Management Trustees for the time being) of the second part and BRITISH AIRWAYS PENSION TRUSTEES LIMITED^(b) (hereinafter called "**the Custodian Trustees**" which expression shall include the Custodian Trustees for the time being) of the third part

WHEREAS subject to confirmation by Regulations to be made by the Minister of Civil Aviation in accordance with Section 20 of the Civil Aviation Act 1946 the Corporations desire to establish on the Trusts and terms of this Deed and the Rules set out in the Schedule hereto a Pension Scheme to be domiciled in England and to be known as THE AIRWAYS PENSION SCHEME^(c)

AND WHEREAS the parties hereto of the second part have consented to act as the original Management Trustees of the Scheme

AND WHEREAS the party hereto of the third part has agreed to act as the original Custodian Trustees of the Fund

^(a) The rights and liabilities of British South American Airways Corporation under the Scheme were merged into British Overseas Airways Corporation by the Airways Corporations Act 1949.

^(b) Formerly known as AIRWAYS CORPORATIONS JOINT PENSION FUND TRUSTEES LIMITED.

^(c) The Scheme was originally established as THE AIRWAYS CORPORATIONS JOINT PENSION SCHEME.

NOW IT IS HEREBY AGREED AND DECLARED as follows -

1. **Definitions**

In these presents and in the Rules the following expressions have the following meanings unless inconsistent with the context -

“Actuary” means the Actuary from time to time appointed as the Actuary of the Scheme under Clause 8 of the Trust Deed.

“Approved Insurance Company” means an insurance company within the meaning of Section 275 of the Finance Act.

“the Auditor” means a Chartered or Incorporated Accountant or a firm of such Accountants appointed by the Management Trustees from time to time to be Auditor or Auditors of the Fund.

“the AVC Scheme” “Additional Voluntary Contributor”, “AVC Account” and “Pension Commencement Date” have the meanings given in Clause 26.

“Civil Partner” means a person who is the civil partner, for the purposes of section 1 of the Civil Partnership Act 2004, of a Member or Pensioner.

“Contributory Service” has the meaning given in the Parts of the Rules relevant to the use of the term (the term being expressed in all but Part VI of the Rules as “contributory service”).

“Employer” means whichever of the following persons or bodies is the Employer of a Member for the time being -

British Airways Plc (Co. Reg. No. 01777777) ^(d).

British Airways Maintenance Cardiff Limited (Co. Reg. No. 2204178).

British Airways Regional Limited (Co. Reg. No. 2562966).

British Airways Pension Investment Management Limited (Co. Reg. No. 222077).

Dunwoody Airline Services Limited (Co. Reg. No. 01430987)

British Airways Avionic Engineering Limited (Co. Reg. No. 2775232)

and where the context so admits includes any Withdrawing Employer (as defined in Clause 18B(a)) temporarily participating in the Scheme by operation of Clause 18B(c).

“Finance Act” means the Finance Act 2004.

“the Fund” means all monies from time to time held by or on account of the

(d) By section 3 of the Civil Actiation Act 1980, all property, rights, liabilities and obligations of the British Airways Board were passed to British Airways Plc. The British Airways Board was itself the statutory successor to the British Overseas Airways Corporation.

Management Trustees and/or the Custodian Trustees in pursuance of the Trust Deed and the Rules and the investments and securities for the time being representing the same and any insurance policies.

“GMP Rule” and **“Opting-out Rule”** in relation to any Member means those Rules applicable to him which respectively relate to guaranteed minimum pensions and his right to cease to be a contributing Member whilst remaining in the service of an Employer.

“Higher Rate Contributor” has the meaning given in the Parts of the Rules relevant to the use of the term.

“Lower Rate Contributor” has the meaning given in the Parts of the Rules relevant to the use of the term.

“Member” means a person eligible for membership of the Scheme who having agreed to become a Member of the Scheme and be bound by the Trust Deed and Rules thereof has been admitted to the Scheme, membership thereof continuing from the date of admission until the Member ceases to be in the service of an Employer PROVIDED THAT a Member who ceases to be a contributing Member under the Opting-out Rule but remains in the service of an Employer shall be deemed to cease to be a Member and thereupon to become a Pensioner unless all liability for benefits in respect of him under the Scheme has been discharged under Clause 25C of the Trust Deed or any statutory provision with like effect, in which event he shall cease to be either a Member or a Pensioner.

“the New Airways Pension Scheme” and **“NAPS”** mean the Scheme for the provision of pensions and other benefits established by Trust Deed dated 16 March 1984 and made between British Airways Plc of the first part Norman Edward Gordon Dunlop and others of the second part and Airways Pension Fund Trustees Limited of the third part.

“Pension Commencement Lump Sum” has the same meaning as in Schedule 29 to the Finance Act 2004.

“Protected Rights” means the money purchase benefits described in sections 10 and 31 of the Pension Schemes Act 1993.

“Recognised Transfer” has the same meaning as in Section 169 of the Finance Act.

“Registered Pension Scheme” means a Scheme registered under Part IV of the Finance Act 2004

“the Rules” means the Rules including the appendices to the Rules set forth in the Schedule hereto and any amendments and additions that may be made in the manner for the time being prescribed by the Trust Deed and the Rules.

“the Scheme” means the scheme for pensions and other benefits hereby established and except where inconsistent with the context includes the AVC

Scheme hereinafter defined.

“the Secretary” means the Secretary for the time being of the Scheme.

“Serious Ill-Health” means ill-health of such seriousness that the person concerned is, in the opinion of a registered medical practitioner, unlikely to live for more than one year.

“Serious Ill-Health Lump Sum” has the meaning given by paragraph 4 of Schedule 29 to the Finance Act 2004”

“Surviving Civil Partner” means a person who was the civil partner, for the purposes of section 1 of the Civil Partnership Act 2004, of a Member or a Pensioner immediately before the death of such Member or Pensioner.

“Taxes Act” means the Income and Corporation Taxes Act 1988.

“Trivial Commutation Limit” means the permitted maximum value of lump sum which can be paid, taking into account the Member’s other accrued pension benefits outside the Scheme, in accordance with paragraphs 7 to 9 of Schedule 29 to the Finance Act.

“the Trust Deed” means these presents as varied or modified by any supplemental deed or deeds made or executed in accordance with these presents.

2. **Main object**

The main object of the Scheme is to provide pension benefits on retirement and a subsidiary object is to provide benefits in cases of injury or death for the staff of the Employers in accordance with the Rules. The Scheme is not in any sense a benevolent scheme and no benevolent or compassionate payments can be made there from.

3. **Payment of contributions**

Each Employer severally covenants with the Management Trustees that it will pay or cause to be paid to the Management Trustees all contributions to be contributed by it and by members in its employment in accordance with the Rules.

4. **Administration of Scheme**

- (a) The Management Trustees shall manage and administer the Scheme and shall have power to perform all acts incidental or conducive to such management and administration and the Custodian Trustees shall concur in and perform all acts necessary or expedient to enable the Management Trustees to exercise their powers of management or any other power or discretion vested in them accordingly for which purpose the Custodian Trustees shall have vested in them the power for and on behalf of and (if necessary) in the name of the Management Trustees to execute any deed or other instrument giving effect to the exercise by the Management

Trustees of any power vested in them and the Custodian Trustees shall deal with the Fund and the income thereof as the Management Trustees shall from time to time direct and the Custodian Trustees shall be under no liability otherwise than by recourse to the trust property vested in them for making any sale or investment of or otherwise dealing with the trust property and/or the income thereof as directed by the Management Trustees.

- (b) Without prejudice to the generality of the preceding sub-clause the Management Trustees shall have power and shall be deemed at all times to have had power -
- (i) to borrow or raise money in any currency in the United Kingdom or abroad for the purposes of investment or for such other purposes as they consider appropriate in relation to the administration of the Scheme on such terms and on such security as may be thought fit (including without limitation the making of parallel or back-to-back loans)
 - (ii) to mortgage or charge the whole or any part of the Fund for any of the purposes of the Scheme
 - (iii) to guarantee the payment of money in any currency by or the performance of any contract engagement or obligation of any person firm or company in the United Kingdom or abroad
 - (iv) to sell surrender vary the terms or otherwise dispose of any investments forming part of the Fund
 - (v) to lease mortgage exchange (for other authorised investments) sell develop manage or otherwise deal with any interest in immovable property forming part of the Fund
 - (vi) to underwrite the issue or sale of any stocks shares bonds debentures or units in which the Management Trustees are authorised to invest
 - (vii) to accept and retain as part of the Fund any policies or other securities transferred to the Management Trustees and/or the Custodian Trustees by way of transfer payments under the Rules
 - (viii) to direct the Custodian Trustees to effect such insurance for such risks and for such amounts as the Management Trustees think fit in respect of any potential loss or depreciation whatsoever of all or any part of the Fund or in respect of any action claim or demand made against or loss suffered by the Custodian Trustees or the Management Trustees (or the agents delegates or appointed officers of any of them) in relation to the Scheme and to direct the Custodian Trustees to pay the insurance premiums out of the Fund
 - (ix) to do all such other things as are incidental or conducive to the

attainment of the objects of the Scheme or any of them.

- (c) No lender mortgagee or other person dealing with the Management Trustees shall be concerned to enquire as to the purpose for which monies being borrowed or secured are required or as to the application thereof or as to the propriety regularity or purpose of any dealing effected by the Management Trustees and any borrowing charge or other dealing shall as regards any lender mortgagee or other person be deemed to be within the powers hereby conferred and shall be valid and effectual accordingly.
- (d) In addition and without prejudice to any other powers vested in the Management Trustees the Management Trustees shall have power to delegate such of their powers duties and discretions under the Trust Deed and the Rules as they may think fit from time to time and upon such terms as to remuneration or otherwise as they think fit to any person company or committee (including a committee constituted by the Management Trustees and consisting wholly or partly of Management Trustees) and to revoke or terminate any such delegation and also to deliver assets of the Fund to any person or company to whom powers of investment have been hereby delegated PROVIDED HOWEVER that the power hereunder shall not be exercised so as to vest in persons or bodies or any person or body other than the Secretary or any Officers or Staff appointed under Clause 8 hereof any power discretion or duty in relation to the disposal investment or other application of a significant part of the Fund except with the approval of a resolution of the Management Trustees in favour of which at least two-thirds of the Management Trustees for the time being shall have voted.
- (e) The Custodian Trustees shall have power to delegate, either generally or for any particular purpose, to any person or body any or all of their powers to deal with the Fund and the income thereof (including the power to sub-delegate and authority to sign any document) upon such terms as to remuneration or otherwise as the Custodian Trustees may decide. In particular the Custodian Trustees may appoint one or more persons to act as custodian of all or some of the assets of the Fund with authority to collect dividends and other income on behalf of the Custodian Trustees and generally to take such action in relation to such assets as may be agreed with the Custodian Trustees as part of the custody function. The Custodian Trustees may grant power to any custodians so appointed to sub-delegate such parts of their custodianship function on such terms as the Custodian Trustees may permit.

5. **Bank accounts and their operation**

The Management Trustees shall open and keep a current account or accounts with such bank or banks branch or branches as they may from time to time determine and shall from time to time make such regulations as they shall think desirable for the operation of any such bank accounts including the signing and endorsement of cheques in connection therewith. The Management Trustees shall pay all subscriptions contributions donations and bequests (if any) and other monies whatsoever received by them for or on behalf of the Scheme into

one or other of their banking accounts aforesaid PROVIDED THAT the Management Trustees may from time to time place on deposit account at any such bank or banks as aforesaid any sums not immediately required for the payment of pensions or any expenses or other sums payable out of the Fund but which they in the exercise of their discretion shall not deem it desirable to invest for the time being.

6. Investment of Fund and application thereof

- (a) So much of the sums from time to time paid to or received by the Management Trustees for or on behalf of the Scheme as shall not from time to time be required for application in the payment of pensions or otherwise shall (but subject to the proviso contained in the last preceding Clause hereof and to paragraphs (v) and (vi) to the first proviso to this Clause 6(a) below) as soon as practicable be invested by the Management Trustees in the names or, subject to Clause 4(e), under the legal control of the Custodian Trustees either solely or jointly with others in or upon the security of such stocks shares debentures debenture stocks or other investments (including land of any tenure and notwithstanding the intent hereinafter expressed any tax exempt trust fund) whatsoever and wheresoever situate whether or not involving liability and whether or not authorised for the investment of trust funds as the Management Trustees shall in their absolute discretion think fit to the intent that the Management Trustees shall have the same unrestricted powers of making varying and transposing investments as if they were absolutely entitled to such monies beneficially PROVIDED HOWEVER that without prejudice to the generality of the foregoing powers the Management Trustees shall have power -
- (i) to effect deferred and immediate annuity policies retirement endowment and assurance policies sinking fund policies and any other form of insurance with an Approved Insurance Company and also (but subject to the advice of the Actuary) to purchase an annuity from any such office for the purpose of meeting the Management Trustees' obligation to pay any pension which has then or will at a specified date become payable to any Member or any pension annuity or allowance payable to a person on the death of a Member
 - (ii) to make loans to local authorities or deposit such monies upon such credit with or without security as the Management Trustees decide
 - (iii) to retain or place any such monies on deposit or current account with any bank and for such periods as they shall think fit and shall not be chargeable in respect of any interest on any such monies in excess of the interest (if any) actually paid or credited thereon
 - (iv) subject to the agreement of the Commissioners of HM Revenue & Customs to exercise any of the powers conferred upon them by this sub-clause jointly with the management trustees of NAPS (and

those exercising appropriate delegated powers thereunder) notwithstanding that the directors of the Custodian Trustees or any of them may be or be included among the management trustees of NAPS as if the property subject to the trusts of this Scheme and the property subject to the trusts of NAPS were one trust fund and if and so long as the power conferred on the Management Trustees by virtue of this provision is exercised the Management Trustees shall make arrangements jointly with the management trustees of the NAPS for apportioning the blended trust property and the income thereof and the gains and losses arising on the sale of investments or otherwise as they consider to be just and equitable

- (v) notwithstanding the above requirement that sums should be invested by the Management Trustees in the names or under the legal control of the Custodian Trustees either solely or jointly with others to stock lend (subject to the receipt of appropriate collateral)
- (vi) to invest in commodity futures, financial futures, contracts for differences, swaps, options and other contracts of any kind (such investments to include, if required, the provision of appropriate collateral out of the assets of the Fund)
- (vii) to make provision for any relevant counterparty involved in any investment activity to have direct recourse against all or any assets of the Fund in respect of all or any liability arising under the contract relating to such investment
- (viii) to appoint a nominee or nominees to hold the investments of the Fund upon such terms as to remuneration as the Management Trustees shall determine and otherwise as they think fit from time to time

AND PROVIDED FURTHER that the Management Trustees shall in making any investment which requires an indemnity to be given by the Management Trustees against liabilities arising in the event of the Scheme losing its status as a Registered Pension Scheme have power to bind the Scheme notwithstanding that such indemnity may only become operative by reason of some act or omission which constitutes a breach of trust on the part of the Management Trustees.

- (b) The Custodian Trustees shall out of the income of the Fund or out of the capital thereof as the Management Trustees may from time to time direct or failing direction as the Custodian Trustees at their discretion think fit provide the Management Trustees with such monies as they may require for the purpose of enabling them to pay the pensions and other payments for the time being chargeable against the Fund or the administration or other expenses thereof and shall in all respects facilitate as far as their powers extend the discharge by the Management Trustees of their responsibilities in the management of the Fund.

- (c) Any directions to be given to the Custodian Trustees under this Clause shall be given by way of a request in writing signed by the Secretary or his duly appointed deputy for the time being and accompanied by a copy of the relevant minute of the Management Trustees certified by any two of them. The Custodian Trustees shall act upon any such direction so given and make any payment or payments thereunder without being concerned to enquire as to whether such direction is in accordance with the Scheme or is proper or to enquire for what purpose the money is wanted or to see to the application thereof.

7. Limiting of claims

No person whether a Member or otherwise shall have any claim right or interest upon to or in respect of the Fund or any contributions thereto or any interest thereon or any such claim upon or against the Management Trustees or the Custodian Trustees or an Employer except under and in accordance with the provisions of the Trust Deed and the Rules.

8. Secretary, staff, Actuary and Auditor

The Management Trustees shall have power to appoint, remove and re-appoint a Secretary and such other administrative officers and staff of the Scheme as they think necessary upon such terms and conditions and for such period of office as they think fit. The Management Trustees shall also have power subject to the approval of British Airways Plc to appoint, remove and replace the Auditor. The Actuary shall be either a Fellow of the Institute of Actuaries or of the Faculty of Actuaries or a firm or body corporate of such Actuaries. Any appointment removal or replacement of the Actuary shall be made by the Management Trustees with the consent of British Airways Plc. If at any time the Management Trustees and British Airways Plc fail to agree on the appointment of the Actuary because each wishes to appoint a different person or firm or body corporate, the President of the Institute of Actuaries shall be asked to appoint a person or firm or body corporate as the Actuary but that person or firm or body corporate shall not be the person or firm or body corporate that the Management Trustees or British Airways Plc wished to appoint.

9. Accounts and records

The Management Trustees shall keep full and true accounts of the Fund and of all sums of money expended in the payment of benefits expenses or otherwise howsoever and shall keep full and true records of the time of commencement of membership by the individual members of the contributions and of all other chronological and other facts proper to be recorded and shall also keep a register of all members. The said accounts shall include the AVC Account specifically required to be kept in respect of each Member who contributes to the AVC Scheme.

10. Annual accounts

The accounts of the Fund shall be made up to the 31 March in each year and as

soon thereafter as is practicable an income and expenditure account and balance sheet (together with a list of investments) prepared by the Management Trustees and exhibiting a true statement of the position of the Fund shall be delivered by the Management Trustees to the Auditor together with all means of verifying and vouching the same and the Management Trustees shall give to the Auditor every assistance in his investigation and give him access to all books papers records and accounts connected with the Scheme and shall obtain from him a report in writing upon the result of his audit.

11. **Actuary**

The duties of the Actuary shall be -

- (a) At or as soon as practicable after the date of the coming into force of the Scheme and thereafter at the end of such periods not exceeding three years (with the exception of the valuation following the one made as at 30 September 1985 which will be made as at 31 March 1989) as the Management Trustees shall from time to time determine the condition of the Fund shall be submitted to the Actuary who shall consider the same and shall make an actuarial valuation of the assets and liabilities of the Fund and shall report on the financial position thereof to the Management Trustees who shall forthwith transmit a copy thereof to each Employer together with any recommendations they may wish to make in regard thereto.
- (b) In conjunction with each valuation made in accordance with sub-clause (a) of this clause the Actuary shall make a separate actuarial valuation of the assets and liabilities of the Fund attributable to each Employer and if the Actuary certifies that a deficiency or disposable surplus as the case may be is attributable to an Employer he shall certify the amount thereof and the Management Trustees shall within three months after receiving such certificate make a scheme for making good the deficiency or as the case may require disposing of the disposable surplus PROVIDED THAT any such scheme shall be subject to the agreement of the Employer to which it applies or in default of agreement shall be referred to a Fellow of the Institute of Actuaries to be appointed in default of agreement on the application of either the Employer or the Management Trustees by the President for the time being of the Institute of Actuaries and shall come into force subject to such amendments (if any) as that Actuary may direct.
- (c) If the Actuary certifies that there is a deficiency attributable to an Employer the scheme referred to in paragraph (b) above shall provide that that Employer shall contribute to the Fund in addition to any existing deficiency contribution payable under this clause and to the contributions prescribed by the Rules an equal annual deficiency contribution calculated to make good the deficiency over a period not exceeding forty years from the date of the valuation PROVIDED THAT an Employer may at any time or times pay to the Fund such monies as the Employer shall think fit in or towards satisfaction of any deficiency contributions which it would otherwise have been liable to provide on any subsequent date or dates.

- (d) If the Actuary certifies that there is a disposable surplus attributable to an Employer the scheme referred to in paragraph (b) above shall provide that -
 - (i) the amount or outstanding term of any existing annual deficiency contribution shall be reduced to such extent as the disposable surplus will permit
 - (ii) if after having extinguished as aforesaid all outstanding annual deficiency contributions of an Employer a balance of disposable surplus still remains the contributions of the Employer shall be reduced to an extent required to dispose of such balance by annual amounts over such a period not exceeding 30 years from the date of the valuation as the Actuary shall advise.
- (e) Where on such valuation the Actuary certifies that in order to maintain an equality of value in relation to persons becoming members subsequent to three months from the date of the report on the valuation between the amounts to be contributed by and in respect of such persons and the amounts of benefits to which such persons will become entitled it is expedient to increase or decrease contributions payable to the Fund provision may be made by the scheme referred to in paragraph (b) above for such increase or decrease as the case may require.
- (f) The Actuary shall also make and give such other reports and certificates and give such advice and information relating to the Fund as the Management Trustees or any Employer may deem to be necessary or expedient.

12. Management Trustees

- (a) Subject to the provisions of Clause 14(a) concerning any vacancies which arise, the Management Trustees shall be 12 in number. British Airways plc shall appoint six Management Trustees (“the **Employers’ Representatives**”) and , subject to the provisions of sub-clause (b) of this Clause, the Members and Pensioners of the Scheme (“the **Voting Members**”) shall appoint from among the categories of Voting Members specified in paragraphs (i) and (ii) below and in accordance with such paragraphs, six persons to be Management Trustees of the Scheme (“the **Members’ Representatives**”):-
 - (i) four persons from a category consisting of the Pensioners of the Scheme (“the **Pensioner Trustees**”), such appointments to be made by such of the Voting Members who are Pensioners of the Scheme; and
 - (ii) two persons from a category consisting of the employed Members of the Scheme (“the **Member Trustees**”), such appointments to be made by such of the Voting Members who are employed.
- (ab) So far as is practicable, the Member Trustees should be employed in

different occupational sub-categories; and the sub-categories are :-

- (1) pilots
- (2) cabin crew
- (3) ground services
- (4) engineering and TMG's
- (5) administration and the rest of management;

PROVIDED THAT for the purposes of this Clause 12 the term "**Pensioners**" shall exclude any person who is not in receipt of pension from the Scheme, any person whose only entitlement under the Scheme is to benefit in respect of equivalent pension benefits as referred to in section 13(6) of the Pension Schemes Act 1993;

PROVIDED FURTHER THAT in the event of a Member Trustee becoming employed in an occupational sub-category different from that to which he belonged at the date of his appointment as a Members' Representative, or in the event of a change in the sub-categories of staff mentioned above, then he shall not for such reason alone be ineligible to continue in office (although to be eligible for re-appointment he must satisfy the relevant requirements for eligibility for appointment applicable at that time).

- (b) This Clause 12 shall not affect the period of office of those Management Trustees who were in office on the date immediately before this Clause 12 took effect (having been duly appointed under the provisions of Clause 12 as they applied at that date), and who were not due to retire from office by rotation or otherwise on that date. Such persons shall retire by rotation when they would otherwise have been due to retire under the provisions of Clause 12(c), but shall be eligible for re-appointment if they satisfy the relevant requirements for appointment applicable at the time.
- (c) Subject to the provisions of sub-clauses (d) (e) (f) and (h) of this Clause each Management Trustee shall retire from office on that 31 March or 30 September (hereinafter in this sub-clause referred to as a "**retirement day**") which shall be more than five years but not more than five years and six months after the date of his appointment as such Management Trustee;

PROVIDED THAT if more than two Management Trustees are due to retire at any retirement day the foregoing provision shall apply at such retirement day only to those two of the Management Trustees otherwise due to retire on such day who have been longest in office since their latest date of appointment (the question being decided by lot if more than two of the Management Trustees would thus be due for retirement), any of the Management Trustees thus exempted from retirement on such retirement day then being due for retirement as if under this sub-clause on the next

following retirement day. Subject to satisfying the relevant requirements for appointment applicable at the time, a retiring Management Trustee shall be eligible for re-appointment (whether immediate or subsequent) and in this Clause any reference to "appoint" (or any of its derivations) shall include a reference to "re-appoint" (or any of its derivations).

(d) British Airways plc may remove an Employers' Representative and may appoint an Employers' Representative in place of one who has died or has been removed or has retired or resigned from office.

(e) (i) A Member Trustee who ceases to be a Member of the Scheme shall thereupon be deemed to have vacated office as a Member Trustee

(ii) A Members' Representative shall also vacate office as a Management Trustee upon his removal from such office by the Voting Members in the category from which such Members' Representative was appointed such removal being effected by (and only by) means of a postal ballot of such Voting Members taken in accordance with the provisions of Rule 25 of Part VI of the Rules which results in a majority of at least two-thirds of the Voting Members voting in the said ballot being in favour of such removal;

PROVIDED THAT no such ballot shall be held unless a written request therefor has been made to the Secretary signed by at least 50 Voting Members in such category and other references to Members in Rule 25 of Part VI of the Rules shall for the purposes of such ballot be construed as references to Voting Members in that category.

(f) An Employers' or Members' Representative may resign his office as a Management Trustee at any time by giving written notice to the Secretary.

(g) (i) The appointment of a Members' Representative to fill a vacancy arising or anticipated (and whether on retirement or otherwise) shall be effected by simple majority consisting of the largest number of votes of the Voting Members belonging to the category, who vote on a postal ballot taken in accordance with paragraph (v) below;

PROVIDED THAT where any such postal ballot is taken in respect of two or three vacancies arising or anticipated for a Pensioner Trustee, the two or three persons appointed shall be those in respect of whom are received the two largest numbers of votes of such of the Voting Members who are Pensioners of the Scheme;

AND PROVIDED THAT no person shall be eligible for appointment as a Members' Representative unless within the time specified for the receipt of nominations in the notice issued by the Secretary inviting the same (which shall not be less than one

month) there shall have been delivered to the Secretary a written nomination of such person signed by at least 10 Voting Members belonging to the category entitled to appoint him together with his written agreement to be nominated; and

PROVIDED FURTHER THAT in the event that only one person eligible for appointment is so nominated such person shall be deemed duly appointed; and

PROVIDED FURTHER THAT where any such postal ballot is taken in respect of two vacancies arising or anticipated for a Member Trustee and nominations are received for Members, the two persons appointed shall be those in respect of whom are received the largest number of votes of such of the Voting Members who are Members of the Scheme, except that, if those two are in the same occupational sub-category but nominations were received for Members in more than one occupational sub-category, the two persons appointed shall be the one who received the largest number of votes and the one with the next largest number of votes in a different occupational sub-category.

- (ii) Any such notice inviting nominations may be given (in the case of Voting Members) by publicising through British Airways plc's usual communication channels and (in the case of Pensioners) in any magazine or circular distributed to Pensioners, or (in either case) by delivering or posting to the person concerned (any such postal notice being treated as served on the day following posting). The accidental omission to serve or the non-receipt of such notice will not invalidate any subsequent ballot.
- (iii) An appointment of a Members' Representative shall if the result of the aforesaid ballot or (or in the case of a single nomination) of the nomination is known prior to the effective date of resignation or retirement of the Members' Representative whose office is to be filled take effect on the day immediately following such effective date and in all other cases shall take effect from the date of declaration of such result.
- (iv) In the event of no nomination being received within the relevant time specified in the notice inviting nominations a further notice shall be given and any such further notice shall be treated as a notice for the purpose of sub-paragraph (i) of this sub-clause.
- (v) Any ballot for the purposes of the appointment of a Members' Representative shall be held by the delivery or posting of ballot papers to those in the relevant Voting Category, who will be given at least one month to return their ballot paper. Ballot papers sent by post to Voting Members will be treated as delivered on the day following posting. The accidental omission to serve or the accidental inclusion or omission of a person's name in the voting list in a ballot will not invalidate the ballot. A memorandum

signed by the persons appointed to count the ballot papers will, unless the contrary is proved, be accepted as sufficient evidence of the result of the ballot.

- (h) If a Management Trustee fails for a period of six months to attend in person any meeting of the Management Trustees the Management Trustees may declare him to be removed from office;

PROVIDED THAT such Management Trustee shall be given at least seven days' notice of the date of the meeting of the Management Trustees at which the Management Trustees intend to consider declaring his office vacant as aforesaid.

- (i) The foregoing provisions of this Clause 12 reflect the arrangements for the election of Member Representatives which were put in place by the Management Trustees under Section 241 of the Pensions Act 2004. In the event of any conflict between the provisions of this Clause 12, where those provisions relate to the arrangements for the election of Member Representatives, and the arrangements in place from time to time, the latter shall prevail.

13. **Management Trustees' powers of decision**

The Management Trustees shall have full powers to determine whether or not any person is entitled to any pension benefit or other allowance from the Fund in accordance with the provisions of the Trust Deed and of the Rules and any other claim made upon the Fund and all matters questions and disputes touching or in connection with the affairs of the Scheme and in deciding any question of fact they shall have full liberty to act upon such evidence or presumption as they shall in their absolute discretion think fit although the same may not be evidence legally admissible or a legal presumption. The Management Trustees shall also have full power to determine all questions or matters of doubt arising on the construction or operation of the Trust Deed or the Rules or otherwise relating to the Scheme PROVIDED THAT in the event of any dispute arising as between the Management Trustees and any person entitled to or claiming to be entitled to any pension benefit or other allowance from the Fund such dispute shall be referred to a single Arbitrator to be named by the President for the time being of the Law Society. The Arbitrator so named shall have all the powers conferred on Arbitrators by the Arbitration Act 1996.

14. **Meetings of Management Trustees**

- (a) The Management Trustees may subject to the provisions of the Scheme meet together for the despatch of business adjourn and otherwise regulate their proceedings as they see fit. Questions arising at any meeting shall be determined by a majority of votes and in case of an equality of votes the Chairman of the meeting shall have a second or casting vote. The Chairman of the Management Trustees (or in his absence such one of the Deputy Chairmen as the Management Trustees present at the meeting shall choose) shall take the chair at every meeting of the Management

Trustees at which he is present but if there is no Chairman or Deputy Chairman of the Management Trustees for the time being appointed or present at the meeting then the Management Trustees present at the meeting shall choose one of the other Management Trustees present at the meeting to act as Chairman of that meeting. The continuing Management Trustees may act notwithstanding any vacancies in their body provided that the necessary quorum is available to enable them to act.

- (b) British Airways Plc shall from time to time nominate one of the Management Trustees to be Chairman of the Management Trustees and another two to be the Deputy Chairmen and fix their term of office.
- (c) The quorum at any meeting of the Management Trustees shall be four of whom two shall be Employers' Representatives and two Members' Representatives PROVIDED THAT a resolution in writing whether comprised in one document signed by all the Management Trustees or in more than one document which together contain the signatures of all the Management Trustees shall be as effectual as if it had been passed at a meeting of the Management Trustees duly convened and held.
- (d) An Employers' Representative and a Members' Representative may respectively appoint in writing another person (who in the case of an appointment by a Members' Representative shall be either a Management Trustee or a Member of the Scheme) to be his alternate at any one specified meeting of the Management Trustees from which he intends to be absent and such alternate shall at such meeting of the Management Trustees or any adjournment thereof be entitled to exercise all the powers of the Management Trustee appointing him. A Management Trustee may at any time revoke the appointment of his alternate and if a Management Trustee shall cease to hold office for any reason the appointment of his alternate shall ipso facto cease. When exercising the powers of the Management Trustee appointing him, the alternate shall not be bound to have regard to the views of that Management Trustee.
- (e) The Chairman or any two Management Trustees together may by written request to the Secretary call for a meeting of the Management Trustees and such meeting shall be convened by the Secretary within fourteen days of receipt of the said request.
- (f) Notices of meetings of the Management Trustees stating the general nature of the business to be transacted thereat shall be despatched by the Secretary to the Management Trustees.
- (g) The Management Trustees shall cause proper Minutes to be kept of the proceedings at their Meetings which Minutes shall be signed by the Chairman of the Meeting to which they refer or of the next succeeding meeting and any such Minutes purporting to be so signed as aforesaid shall be sufficient evidence of the matters stated therein.
- (h) The Management Trustees shall appoint advisory bodies to advise them on matters arising out of each Part of the Schedule. The Members of each

such advisory body shall be the Employers' Representatives and three Members belonging to the occupational category of staff concerned nominated by the Members' Representatives.

- (i) The Management Trustees may whenever they think it desirable or necessary for the proper execution of their duties employ or consult lawyers accountants brokers bankers and others and/or appoint or call into consultation such advisers (including advisory committees constituted by and consisting wholly or partly of Management Trustees) as they see fit to advise them or to advise any person company or committee to whom the Management Trustees have delegated powers of investment on questions relative to the investments of the Fund and all expenses incurred and fees paid under this sub-clause shall be chargeable to the Fund.
- (j) Where a Management Trustee comes into the possession of information (Confidential Information) relevant to the Scheme which he is precluded from disclosing to the other Management Trustees because of a duty to a third party, to the extent permitted by law he will be under no obligation to disclose the Confidential Information to the other Management Trustees provided and for as long as he is not a party to discussions, correspondence or decisions of the Management Trustees relevant to it. This sub-clause (j) does not prevent a Management Trustee who will be absent from a meeting because he possesses Confidential Information from appointing an alternate to attend that meeting under sub-clause (d).

15. Management Trustees' expenses and remuneration

Out of pocket expenses properly incurred by the Management Trustees arising out of their duties as Management Trustees of the Scheme shall be payable out of the Fund. A Management Trustee who is in receipt of pension from the Scheme may be remunerated by British Airways Plc at such rate as British Airways Plc may determine.

16. Appointment and removal of Custodian Trustees

The power of appointment removal and re-appointment of Custodian Trustees shall be vested in the Management Trustees and shall be exercisable by resolution duly passed at a meeting of the Management Trustees which resolution may authorise any two of the Management Trustees to execute any deed to give effect to such resolution. Every Custodian Trustee shall vacate office upon the service on such Custodian Trustee of notice that the Management Trustees have with such approval as aforesaid passed a resolution removing such Custodian Trustee from office.

17. Indemnity of Trustees

- (a) None of the Management Trustees no Custodian Trustee no director of any body corporate which is a Custodian Trustee and no officer or employee appointed by British Airways Plc or by the Management

Trustees to perform any function in relation to the Scheme shall be liable for any breach of trust other than a breach of trust resulting from a deliberate act or omission which the person concerned knows is legally wrong or is reckless as to whether it is legally wrong or not.

- (b) Each of the Management Trustees each Custodian Trustee each of the directors of any body corporate which is a Custodian Trustee and each officer or employee appointed by British Airways Plc or by the Management Trustees to perform any function in relation to the Scheme shall be indemnified at all times by British Airways Plc against any claims made or actions raised against that person in connection with the exercise of any of his functions or duties in relation to the Scheme and not attributable to a deliberate act or omission by that person which that person knows is legally wrong or is reckless as to whether it is legally wrong or not.

18. **Amendments and additions**

The provisions of the Trust Deed may be amended or added to in any way by means of a supplemental deed executed by such two Management Trustees as may be appointed by the Management Trustees to execute the same. Furthermore the Rules may be amended or added to in any way and in particular by the addition of rules relating to specific occupational categories of staff. No such amendment or addition to the provisions of the Trust Deed or to the Rules shall take effect unless the same has been approved by a resolution of the Management Trustees in favour of which at least two thirds of the Management Trustees for the time being shall have voted PROVIDED THAT no amendment or addition shall be made which -

- (i) would have the effect of changing the purposes of the Scheme or
- (ii) would result in the return to an Employer of their contributions or any part thereof or
- (iii) would operate in any way to diminish or prejudicially affect the present or future rights of any then existing member or pensioner or
- (iv) would be contrary to the principle embodied in Clause 12 of these presents that the Management Trustees shall consist of an equal number of representatives of the employers and the members respectively.

18A. **Separate pension schemes**

The Management Trustees in conjunction with British Airways Plc and any other relevant Employer may make or concur in arrangements for the constitution of separate pension schemes (any such scheme being hereinafter referred to as a “**New Scheme**”) for the benefit of any persons who are Members of this Scheme (with or without any other persons) and in connection with any such arrangements may by Supplemental Deed -

- (a) alter the provisions of the Trust Deed and Rules of the Scheme so far as

necessary to secure one or more of the following objectives -

- (i) that no persons eligible for membership of such New Scheme are admitted to membership of this Scheme after the date on which such eligibility commences
 - (ii) that Members who become members of any such New Scheme cease to be Members of and/or to be entitled to benefit under this Scheme
 - (iii) that if any such New Scheme provides for the appointment of its management trustees in terms conforming in all material respects to the corresponding terms of Clause 12 hereof (apart from including members of the New Scheme along with Members of this Scheme in the categories from which Members' Representatives may be drawn and in the constituencies entitled to nominate appoint remove or ballot for management trustees) the Management Trustees from time to time of this Scheme shall be the same persons as are the management trustees for the time being of such New Scheme
 - (iv) that if and to the extent that such New Scheme vests similar powers in its management trustees (and those exercising appropriate delegated powers under such management trustees) the Management Trustees (and those exercising appropriate delegated powers under the Management Trustees) shall have the power (subject in the case of each New Scheme to the agreement of the Commissioners of HM Revenue & Customs) to exercise their powers of investment under these presents jointly with the management trustees of such New Scheme (and those exercising appropriate delegated powers thereunder) notwithstanding that the directors of the Custodian Trustees or any of them may be or be included among the management trustees of the said New Scheme (or the directors of any body corporate being a trustee of the said New Scheme) as if the property subject to the trusts of this Scheme and the property subject to the trusts of the said new Scheme were one trust fund and if and so long as the power conferred on the Management Trustees by virtue of this sub-clause is exercised the Management Trustees shall make arrangements jointly with the management trustees of the New Scheme for apportioning the blended trust property and the income thereof and the gains and losses arising on the sale of investments or otherwise as they consider to be just and equitable.
- (b) provide for the transfer to the management trustees of the New Scheme of such part of the Fund (including the AVC Fund) as the Management Trustees acting on the advice of the Actuary shall consider to be appropriate in respect of Members of this Scheme who become members of the New Scheme (provided that no assets in respect of which this Scheme is a Registered Pension Scheme shall be so transferred unless the New Scheme is a Registered Pension Scheme) so that the accrued rights to

requisite benefits of a Member shall be transferred to the New Scheme only with the Member's consent (except where regulations made under section 20 of the Pension Schemes Act 1993 otherwise provide) and if (except as aforesaid) the New Scheme is a contracted-out scheme in relation to an employment of the Member at the time of the transfer

- (c) declare that any Employer other than the British Airways Plc having no employees that are for the time being Members of this Scheme shall no longer be an Employer for the purpose of this Scheme
- (d) make such consequential arrangements as appear to them to be necessary or desirable.

18B. **Sale of company or business**

- (a) This Clause applies if any participating Employer ceases to be associated in business with British Airways Plc within the meaning of (in the case of a close company) section 416 of the Taxes Act and (in the case of any other body corporate) section 840 of the Taxes Act, unless the Management Trustees determine otherwise. In these circumstances "**Operative Date**" means the date on which the Employer ceases to be so associated with British Airways Plc, "**Withdrawing Members**" means those Members who are employed by that Employer at the Operative Date and who do not transfer to the employment of another participating Employer on or before the Withdrawal Date and "**Withdrawing Employer**" means the Employer that has ceased to be so associated with British Airways Plc.
- (b) This Clause also applies if any participating Employer (including British Airways Plc) disposes of any part of its business or undertaking with the result that some Members become employees of an employer that is not already a participating Employer in the Scheme. In these circumstances "**Operative Date**" means the date of such disposal, "**Withdrawing Members**" means the Members who ceased to be employed by participating Employers as a result of the disposal and "**Withdrawing Employer**" means the new employer or employers of the Withdrawing Members.
- (c) The Management Trustees and British Airways Plc may agree with the Withdrawing Employer (if (a) above applies) that it shall remain a participating Employer or (if (b) above applies) that it shall become an Employer participating in the Scheme after the Operative Date until such date as shall be agreed between the Withdrawing Employer and the Management Trustees and upon such special terms (if any) as British Airways Plc or the Management Trustees may require as a condition for such participation. Such special terms cannot include terms which, if implemented by express alterations to the Trust Deed or the Rules, would give rise to the need for the requirements under section 67(3) of the Pensions Act 1995 to be satisfied unless such requirements are so satisfied, the relevant terms being treated as a modification to the Scheme for the purposes of section 67(1) of that Act. If the Withdrawing Employer is not already a participating Employer its participation in the Scheme shall be

subject to it entering into a Deed of Covenant with the Management Trustees executed by such two Management Trustees as may be approved by the Management Trustees to execute the same, which may include special terms required as aforesaid, but which otherwise (subject to any such special terms) includes an undertaking by the Withdrawing Employer to perform the obligations of a Withdrawing Employer under this Clause. The date on which the Withdrawing Employer ceases to be a participating Employer under this sub-clause shall be referred to in this Clause as **“the Withdrawal Date”** but (subject to any special terms as aforesaid), if the Management Trustees and British Airways Plc do not agree to the Withdrawing Employer being a Participating Employer after the Operative Date, the Operative Date shall be the Withdrawal Date.

- (d) If the Withdrawal Date is later than the Operative Date the Withdrawing Employer shall until the Withdrawal Date perform all the obligations to be observed and performed by an Employer in relation to the Withdrawing Members (including prompt payment of all Employer's contributions required under the Trust Deed and the Rules of the Scheme) and ensure that Members' contributions of the Withdrawing Members calculated in accordance with the Rules of the Scheme are deducted from their pay and paid over to the Management Trustees or as they shall direct. The Withdrawing Employer shall not after the Operative Date and whether retrospectively or not exercise any power or discretion conferred on the Withdrawing Employer by any provision of the Trust Deed or the Rules which might in the opinion of British Airways Plc or of the Management Trustees have the effect of increasing the amount or value of any benefit to which any person is or may become entitled under the Scheme without the consent of British Airways Plc.
- (e) Where any Withdrawing Member joins a retirement benefits scheme of the Withdrawing Employer (**“the Receiving Scheme”**) on the Withdrawal Date the Management Trustees may with the consent of British Airways Plc make the transfer payment to the Receiving Scheme in respect of that Member subject to compliance with the terms and conditions for the making of transfer payments set out in Clause 25 of the Trust Deed (other than a condition that the Withdrawing Member must consent to or request the transfer payment). The amount of the transfer payment in respect of each such Member shall be the Actuarial Equivalent of the benefits the Member would otherwise have under the Scheme having regard to (f) below (but so that the Actuary may take into account the financial position of the Scheme in determining the transfer payment) except that if the Receiving Scheme is not a contracted-out scheme for the purposes of the Pension Schemes Act 1993 the transfer value shall be reduced by the Actuarial Equivalent of the Members' accrued rights to guaranteed minimum pensions (within the meaning of the said Act) under the Scheme and those liabilities shall remain liabilities of the Scheme to be appropriately secured in some other manner than by being transferred to the Receiving Scheme but so that the transfer payment made in respect of a Member of Part VI of the Scheme must not exceed the Member's interest in this Scheme.

- (f) On the Withdrawal Date all Withdrawing Members shall if they have not already done so cease to be contributing Members of the Scheme and shall unless transfer payments are made in respect of them under (e) above be granted deferred pensions commencing at Normal Retirement Age as if they had ceased to be employed by an Employer on that date and as if whichever is appropriate of Rules 13(b)(ii) of Part I 12(a) of Part IV 14(a)(i) of Part V or 13(a)(i) or (ii) of Part VI of the Scheme had applied to those Members on that date even if the Member has then attained Normal Retirement Age.
- (g) Any benefits payable or prospectively payable to or in respect of any Member or Pensioner who is at the Withdrawal Date a former employee of the Withdrawing Employer shall continue to be secured under and in accordance with the Trust Deed and Rules of the Scheme and shall not be affected by the withdrawal from the Scheme of the Withdrawing Employer.

19. **Winding-up**

- (a) British Airways Plc reserves the right by giving not less than six months previous written notice to the Management Trustees to terminate its contributions to the Fund in whole or in part whereupon as also in the event of the termination of the Scheme in accordance with sub-clause (b) hereof or by effluxion of time or otherwise then such outstanding sums as may be due from an Employer to restore the solvency of the Fund having regard to the rights of Members and pensioners (including wives, widows, Civil Partners, Surviving Civil Partners or other dependants of Members or Pensioners actually or contingently entitled to benefits in accordance with the Rules) accrued at the date of termination shall immediately become due and payable.
- (b) In the event of British Airways Plc exercising its right to terminate in whole or in part its contributions to the Fund the Management Trustees shall be entitled to continue the Scheme with such modifications as may appear necessary owing to the termination in whole or in part of the British Airways Plc's contributions or to terminate the Scheme.
- (c) In the event of the termination of the Scheme the Fund and the AVC Fund shall be converted into money (with power to postpone such conversion) and subject to the payment of all costs charges and expenses then owing including any amount due to the Commissioners of HM Revenue & Customs the proceeds of such conversion together with such outstanding sums as may be due from an Employer to restore the solvency of the Fund shall be applied insofar as the available assets allow in the following manner namely -
 - (i) in the case of the Fund first in accordance with the provisions of the next following Clause
 - (ii) in the case of the AVC Fund first in the securing of an annuity to each Additional Voluntary Contributor who (if a Member) has

passed the normal retirement age such annuity to be of the same amount and with the same rights (including the right to commute a part or all of it for a lump sum) as the corresponding annuity which would have been payable to him had the date of termination of the Scheme been the Pension Commencement Date of such Contributor and secondly in securing for each other Additional Voluntary Contributor or former Additional Voluntary Contributor whose annuity under the AVC Scheme has not already become payable an annuity equal in value to and payable subject to the same conditions (including the right to commute part or all of such annuity for a lump sum) as the annuity entitlement that would have accrued to such Contributor had the date of termination of the Scheme been his Pension Commencement Date.

Such annuities shall be purchased under the direction of the Management Trustees (who shall continue to function notwithstanding and during the winding-up) and in consultation with the Actuary and shall be in amount equal and in character (so far as practicable) similar to the respective pensions then being paid to such pensioners and shall be purchased from HM Government or an Approved Insurance Company. The balance of such proceeds (if any) shall be applied under the directions of the Management Trustees and in consultation with the Actuary in the purchase in like manner of non-commutable annuities or where it would be permissible to pay the annuities as lump sums in accordance with paragraphs (a), (b), (e), (f) or (g) of the lump sum rule in Section 166 of the Finance Act, in paying them as lump sums.

- (d) In the event of there being any balance in the Fund upon the expiry of the Scheme or remaining after application under the provisions of sub-clause (c) of this Clause the Rules of the Scheme shall be amended in consultation with the Actuary, subject to paragraph (e) below, to provide additional benefits (in the form of pensions and/or allowances) for Members or pensioners by way of non-commutable annuities PROVIDED HOWEVER that the aggregate of the actuarial values of such additional benefits shall not be in excess either of such balance or of the actuarial equivalent of such additional pensions or allowances. Such annuities to be purchased in manner provided under the said sub-clause (c) of this Clause. Any balance then remaining being repaid to the Employers in proportions determined by the Actuary.
- (e) in providing additional benefits as set out under (d) above the Management Trustees shall continue to comply with what were the requirements of the Commissioners of HM Revenue & Customs as to the maximum approvable benefits which the Scheme could provide before 6 April 2006 as if those requirements applied to the Scheme.

19A. **Special winding-up priority**

- (a) This Clause shall take effect if any employment becomes contracted-out employment by reference to this Scheme and it shall then override any other provisions of the Trust Deed or the Rules which are inconsistent

with it.

- (b) The words and expressions used in this Clause shall have the same meanings as in the Pension Schemes Act 1993 (“**the Act**”) as amended.
- (c) On the winding-up of the Scheme any liabilities of the Scheme in respect of -
 - (i) pensions and other benefits in respect of which entitlement to payment has already arisen
 - (ii) benefits attributable to any period of service before 6 April 1978
 - (iii) when an earner has already attained normal pension age, pension and other benefits to which the earner will be entitled on ceasing to be in employment
 - (iv) where an earner has already attained normal pension age, pensions and other benefits to which the earner's widow, widower, Surviving Civil Partner or any other dependant of the earner's will be entitled on the death of the earner
 - (v) any such benefits as are excluded by Section 13(6) of the Act from earners' guaranteed minimum pensions
 - (vi) contributions equivalent premiums, and
 - (vii) guaranteed minimum pensions and accrued rights to guaranteed minimum pensions

shall be accorded priority over other liabilities under the Scheme.

- (d) If the assets of the Scheme are not sufficient to meet in full the liabilities specified in sub-clause (c) of this Clause the assets shall be applied to meet those liabilities in the order of priority in which those liabilities are specified in the said sub-clause (c).

20. **Headings**

Headings do not form any part of the Trust Deed but are for convenience of reference only.

21. **Employment negotiations**

Nothing contained in the Trust Deed or in the Rules shall be construed as limiting the functions of the National Joint Council for Civil Air Transport in the negotiations of the wages and conditions of employment of persons employed by an Employer.

22. **Commencement of Scheme**

The Scheme is conditional on its being confirmed by Regulations made by the Minister under Section 20 of the Civil Aviation Act 1946 and if so confirmed shall come into force on such date as may be specified in that behalf in such Regulations.

23. **Closing Scheme to new Members**

Notwithstanding anything to the contrary herein no person shall be eligible to join or be admitted a Member of the Scheme after 31 March 1984.

24. **Discretionary Benefits**

(a) Subject to the payment to the Fund by the Employer of such sum or sums, if any, as may be advised by the Actuary to be necessary, the Employer may by notice in writing to the Management Trustees specify that there shall be provided under the Scheme:

(i) increased or additional benefits to or in respect of any Member, Pensioner or category of Member or Pensioner ; and

(ii) benefits on different terms and conditions from usual for or in respect of any Member, Pensioner or category of Member or Pensioner

and the Management Trustees shall thereupon provide the same accordingly.

(b) Subject to the payment to the Fund by the Employer of such sum or sums, as may be advised by the Actuary as the costs of the benefits, the Employer may, with the consent of the Management Trustees, specify that there shall be provided under the Scheme benefits in respect of any employee, or former employee, of the Employer, or category thereof (other than Members or Pensioners), and the Management Trustees shall thereupon provide the same accordingly. The Employer shall make the payment to the Fund, as set out above, within four weeks of the commencement of the payment of benefits.

25A. **Transfers-in**

The Management Trustees may in respect of any Member ("**the Transferee**") accept a transfer or assignment of cash or assets which is a Recognised Transfer.

If the Management Trustees accept such a transfer then, subject to its receipt, they must confer on the Transferee such benefits or additional benefits under the Scheme in the form of additional years of Contributory Service or otherwise as are the Actuarial Equivalent of such assets PROVIDED THAT -

(i) blank following deletion

- (ii) the assets so transferred to the Scheme shall be deemed to be the Member's contributions to the Scheme to the extent (and only to the extent) that they are certified by the trustees or administrators of the transferring scheme as representing contributions made by the Transferee and any interest thereon;
- (iii) the Transferee shall have a vested right to the benefits so conferred and shall not have the option to receive in lieu of any part thereof a refund of any portion of the assets so transferred to the Scheme which is deemed to be Member's contributions thereto;
- (iv) any benefits so conferred may be on terms that if the Transferee had a guaranteed minimum in relation to the pension to be provided for him under the transferring scheme a pension equal in weekly rate to such guaranteed minimum shall be included in the guaranteed minimum pension appropriate to the Transferee under the GMP Rule and the provisions of the GMP Rule shall accordingly apply to that part of the benefits so conferred;
- (v) where the transferring scheme is a contracted-out money purchase scheme or an appropriate personal pension scheme and the transfer includes Protected Rights, the Management Trustees shall comply with the requirements of the Pension Schemes Act 1993 in relation to those Protected Rights;
- (vi) where the transfer is from a personal pension scheme or a free-standing AVC scheme, the Member shall not be entitled to a refund of contributions on leaving the service of an Employer;
- (vii) where the transfer is from a buy-out policy, it must relate to a Member who has given his written consent to the transfer;
- (viii) for the purpose of any Rule prescribing a minimum period of Contributory Service for entitlement to any benefit, the Management Trustees shall determine how much (if any) of the service from which the assets so transferred derive shall constitute Contributory Service; and
- (ix) in Parts V and VI of the Rules, for the purposes of Rule 10 in each of those Parts any additional years of Contributory Service conferred under this Clause 25A will be treated as years during which the Transferee was a Higher Rate Contributor if he was a Higher Rate Contributor at the date of transfer, and as years during which he was a Lower Rate Contributor if he was a Lower Rate Contributor at the date of transfer.

25B. Transfers-out

The Management Trustees may, subject to the terms of this paragraph, discharge all liability for benefits in respect of a former Member by making a Recognised Transfer of such part of the Fund as is the Actuarial Equivalent of such liability. The receipt of the person or persons administering the receiving arrangement

("the Receiving Administrator") shall be a complete discharge for the Management Trustees in respect of all such liability and they shall be under no liability to see to the application of the assets so transferred.

The Member's consent shall be required to any such transfer unless (a) the receiving arrangement relates to employment with an Employer or (b) the transfer relates to all or a specified group of Members of whom the Member is one and either the transfer results from a financial transaction between the Member's old and new employers or the receiving arrangement is a scheme of an employer connected with the Member's old employer for the purposes of sections 35 and 36 of the Pension Schemes Act 1993.

Upon making a transfer under this sub-Clause the Secretary shall certify to the Receiving Administrator how much of the funds so transferred represents (in the opinion of the Management Trustees) contributions made or deemed to have been made to the Scheme by the Member and any interest thereon and is therefore to be treated as member's contributions in the receiving scheme.

Notwithstanding the earlier provisions of this sub-Clause -

- (1) any liability to provide guaranteed minimum pensions for and in respect of a Member pursuant to the GMP Rule or, in relation to any Service on or after 6 April 1997, any liability to provide contracted out benefits, may be excluded from any such transfer if the Management Trustees so determine (so that a Member's guaranteed minimum pension or contracted out benefits will continue to be payable under the Scheme unless the liability is discharged by the payment of a contributions equivalent premium or transferred under paragraph (2) below);
- (2) no transfer shall be made under this sub-Clause of any liability to provide a guaranteed minimum pension or, in relation to any Service on or after 6 April 1997, any liability to provide contracted out benefits, for and in respect of a Member unless such transfer is made to (i) a Registered Pension Scheme which is a contracted-out scheme to which the Member's employer is a contributor at the time of the transfer or (ii) to an Approved Insurance Company under Clause 25C below);
- (3) if the receiving scheme is a contracted-out money purchase scheme or an appropriate personal pension scheme, the part of the transfer payment which relates to the Member's accrued rights to guaranteed minimum pensions or, in relation to any Service on or after 6 April 1997, to contracted out benefits, must be applied by the receiving scheme in providing Protected Rights for and in respect of the Member.

Where such a transfer is being made in respect of the Member to a scheme whose Principal Employer is a wholly-owned subsidiary of British Airways Plc, the transfer payment may be increased to such amount as the Management Trustees determine to be appropriate. It must not however exceed an amount (determined by the Actuary) which bears the same proportion to the value of the Fund as the Actuarial Equivalent of the liability for the Member's benefits under the Scheme (disregarding the fact that he is ceasing to be a Member) bears to the

Actuarial Equivalent of the liabilities for the benefits of all Members and Pensioners under the Scheme.

25C. **Buy-outs**

Where a Member ceases to be a Member, at any time before Normal Retirement Age he may request the Management Trustees to discharge all liability for benefits in respect of him under the Scheme by transferring such part of the Fund as is the Actuarial Equivalent of such liability to an Approved Insurance Company as the premium for a policy or policies securing benefits for and in respect of the Member PROVIDED THAT -

- (i) the Member may be required to make his request in such form as the Management Trustees may prescribe; and
- (ii) the Management Trustees shall not be obliged to obtain the consent of any person who may be entitled to claim benefits through the Member; and
- (iii) blank following deletion
- (iv) if any benefit to be secured by the policy is a guaranteed minimum pension for and in respect of the Member pursuant to the GMP Rule, the benefits payable under the policy and its terms and conditions shall be consistent with the Scheme remaining a contracted-out Scheme under the Pension Schemes Act 1993; and
- (v) where, in respect of a Pensioner, entitlement to a deferred pension has arisen but has not come into payment (subject to any special arrangements which may at any time apply in relation to any benefits under the AVC Scheme), the foregoing provisions of this Clause 25C shall be applied as if the words "at any time before Normal Retirement Age" were deleted.

Any such policy may contain provisions permitting the exercise of an open-market option when the policy matures or the surrender of the policy at any time to enable the surrender value to be transferred directly to a scheme where that would be permitted as an authorised payment under the Finance Act.

25D. **Defined terms**

In Clauses 25A to 25C, the term "**Pensioner**" has the same meaning as in the Rules applicable to the beneficiary concerned and the terms "**Actuarial Equivalent**" and "**Contributory Service**" have the same meaning as defined in Part VI of the Rules.

26. **AVC - Definitions**

In Clauses 26-31 the following expressions have the following meanings unless inconsistent with the context -

"**Additional Voluntary Contributor**" means a Member who is making or has

made contributions to the AVC Scheme.

“AVC Account” means an MPF Account, an SGF Account or such other account as may be maintained by the Management Trustees in the name of an Additional Voluntary Contributor for the purposes of the AVC Scheme.

“AVC Account Closing Date” of an Additional Voluntary Contributor means the earliest of:-

- (i) his Pension Commencement Date, or, in the case of an AVC Deferrer, the date as at which his Final Balance (or the residue thereof, as applicable) is finally applied in securing an annuity under Clause 30(e);
- (ii) the date of his death; and
- (iii) in the event of a transfer being made of his interest in the Scheme under Clause 25B, the date of the transfer.

“AVC Deferrer” means a Member or Pensioner who has elected to have the application of all or part of his AVC Account deferred beyond Pension Commencement Date in the manner described in Clause 30(e).

“AVC Rules” means Clauses 26-31 of this Deed.

“AVC Scheme” means the scheme embodied in the AVC Rules for the provision of certain additional benefits (as supplemented by such announcements, booklets or leaflets as may be issued for this purpose from time to time by or on behalf of the Management Trustees).

“AVC Scheme Year” means a year commencing on 1 April.

“EBF Account” means the equity based fund established for the purpose of the AVC Scheme.

“Expense Charge” means, in relation to any transaction, a charge of an amount determined from time to time by the Management Trustees as representing the reasonable dealing expenses relating to the transaction.

“Final Balance” in relation to an AVC Account means an amount determined as applicable at the AVC Account Closing Date applicable to an Additional Voluntary Contributor equal to -

- (i) in the case of an MPF Account, the amount determined under Clause 29(h);
- (ii) in the case of an SGF Account, the balance in the SGF Account;
- (iii) in the case of any other AVC Account, an amount determined in accordance with such method as the Management Trustees may from time to time have notified to the relevant Additional Voluntary Contributor as being for this purpose.

“Mid-market Value” means the mid-market value of a unit in the MPF determined in accordance with Clause 29(g).

“MPF” means the Mixed Portfolio Fund established for the purpose of the AVC Scheme and administered as described in Clause 29.

“MPF Account” means an account in the name of an Additional Voluntary Contributor which is maintained by the Management Trustees for the purposes of the AVC Scheme and is invested in the MPF.

“Pension Commencement Date” means the date upon which a pension payable under the Scheme commences to be payable.

“Regular AVC” means a contribution made to the AVC Scheme under Clause 28(a).

“Relevant Interest Rate” on any date means the average rounded down to the nearest quarter per cent (0.25%) of the three highest gross redemption yields obtainable from investing on such date in fixed interest securities issued by H M Government in the United Kingdom having less than five years to maturity such yields being determined by reference to the middle prices as quoted in the Stock Exchange Official List for such date or in default of such Official List such other reliable source of information as the Management Trustees shall specify.

“Remuneration” for the purposes of Clauses 27 and 28 means an Additional Voluntary Contributor’s total remuneration from the Employers which is assessable to income tax as Employment Income under the Income Tax (Earnings and Pensions) Act 2003 in any year (apart from benefits in kind) or such other amount as the Trustees determine.

“SGF Account” means an account in the name of an Additional Voluntary Contributor which is maintained by the Management Trustees for the purposes of the AVC Scheme and is credited with interest as described in Clause 29(b)-(d). (An SGF Account is so called because it is invested in a fund whose value is determined by reference to the gross redemption yields of short-dated gilt-edged stocks.)

27. **AVC - Membership**

A Member may elect to contribute to the AVC Scheme by completing and delivering to the Secretary an application in a form prescribed by the Management Trustees. The application will take effect from the 1st day of the calendar month which occurs after he has delivered the form to the Secretary unless the period between the date of such delivery and such 1st day of the calendar month is less than the minimum notice period prescribed from time to time for this purpose by the Management Trustees, in which case the application will take effect from the 1st day of the second calendar month which occurs after the date of such delivery. The form of application shall state -

(1) the AVC Account (or AVC Accounts) to which the Member wishes to

contribute;

- (2) the percentage (not being less than 0.5%) of the Member's Remuneration or the regular monthly sum (not being less than £2) that the Member wishes to contribute to the AVC Scheme by way of Regular AVCs or the lump sum he wishes to be deducted from his salary in accordance with Clause 28(c); and
- (3) where the Member wishes to contribute to more than one AVC Account, the proportions in which his contributions should be allocated between the relevant AVC Accounts.

28. **AVC Contributions**

- (a) Subject to Clause 31, an Additional Voluntary Contributor shall contribute to the AVC Scheme by way of Regular AVCs such percentage of his Remuneration or such regular monthly sum (as the case may be) as he shall have designated in his form of application under Clause 27 PROVIDED THAT where he has designated that a regular monthly sum, or a single lump sum under Clause 28(c), should be apportioned between more than one AVC Account and in any month the whole sum is not deducted from his salary, such part of that sum as is deducted shall first be applied in whole or part payment of his designated contributions to any applicable SGF Account, secondly to any applicable MPF Account, and then to any other applicable AVC Accounts in such order of priority (or equally) as the Management Trustees may from time to time determine.
- (b) Subject to Clause 31, an Additional Voluntary Contributor may at any time, after giving notice to the Secretary, elect to alter the percentage of his Remuneration or the regular monthly sum designated as his Regular AVCs or the proportion in which his Regular AVCs are allocated between his AVC Accounts (if more than one) from any 1st day of the month after he gives such notice but a reduction in his Regular AVCs must either be to zero or to not less than 0.5%, in the case of a percentage payment, or £2, in the case of a regular monthly sum.
- (c) Subject to Clause 31, any Additional Voluntary Contributor may at any time make a lump sum payment to the AVC Scheme. Such a lump sum may be payable by a deduction from salary or the Additional Voluntary Contributor may pay it by cash or cheque to the Secretary and if appropriate he shall specify how the payment should be apportioned between his AVC Accounts. Where a cheque is not met, the lump sum payment will be treated as not having been made.
- (d) No contributions shall be made to the AVC Scheme by a person after leaving the service of an Employer or being treated as having done so under the appropriate Opting-out Rule.
- (e) Contributions made to the AVC Scheme under the Interim Trust Deed dated 26 March 1976 prior to 6 April 1976 will be deemed to have been

made on 31 March 1976.

29. AVC Accounts

- (a) Upon a Member becoming an Additional Voluntary Contributor, the Management Trustees will open one or more AVC Accounts for him according to the choice which the Member made in his form of application under Clause 27. Any AVC Account open on 30 September 1986 shall be an SGF Account. After that date the Member may have one or more AVC Accounts according to the choice which the Member made in his form of application under Clause 27. The dates and amounts of contributions made by him under the AVC Scheme will be recorded in the appropriate AVC Account.
- (b)
 - (i) At the end of each AVC Scheme Year, each SGF Account shall be credited with interest at a rate equal to the average of the Relevant Interest Rates on the first business day of every calendar month of the said AVC Scheme Year upon the balance (if any) in such SGF Account at the commencement of the AVC Scheme Year and proportionately (taking account of the complete months only) on the contributions recorded in such SGF Account during such AVC Scheme Year.
 - (ii) Where during an AVC Scheme Year part of an SGF Account has been switched to another AVC Account, at the end of the said AVC Scheme Year the SGF Account shall be credited with interest as provided in (i) above except that for this purpose only it shall be presumed that the day on which the switch was made was the AVC Account Closing Date and that the balance remaining in the SGF Account immediately after the switch was a single contribution made on the first day of the calendar month immediately before the switch occurred.
- (c)
 - (i) Upon the AVC Account Closing Date of a person with an SGF Account, that SGF Account shall be credited with interest at a rate equal to the average of the Relevant Interest Rates on the first business day of every complete calendar month between the end of the preceding AVC Scheme Year and the AVC Account Closing Date upon the balance (if any) in such SGF Account at the commencement of the current AVC Scheme Year and proportionately on the contributions recorded in such SGF Account during such AVC Scheme Year.
 - (ii) Where during the AVC Scheme Year in which the AVC Account Closing Date falls part of an SGF Account has been switched to another AVC Account, at the AVC Account Closing Date the SGF Account shall be credited with interest as provided in (i) above except that for this purpose only it shall be presumed that the day on which the switch was made was the AVC Account Closing Date and that the balance remaining in the SGF Account immediately after the switch was a single contribution made on

the first day of the calendar month immediately before the switch occurred.

- (d) Except as otherwise provided in (b)(ii) and (c)(ii) above, the amount of interest to be credited under paragraphs (b) and (c) above upon any contribution or balance shall be determined by assuming that -
 - (i) such contribution is made on the last day of the month in which it is received; and
 - (ii) such interest accrues at the rate of one twelfth of the applicable yearly rate of interest for each whole month elapsed.
- (e) Where a Member has elected that all or part of his contributions to the AVC Scheme should be invested in an MPF Account, the amount of contributions paid into his MPF Account in each calendar month, less an Expense Charge, shall be applied on the first day of the next month in the allocation to his MPF Account of a number of units in the MPF calculated by dividing the amount available for allocation by the Mid-market Value on that day. Any reference in this Rule to a "number of units" shall include whole units and parts of a unit, if appropriate.
- (f) On 1 October 1986, the Mid-market Value of units in the MPF shall be £10 for each unit.
- (g) On the last day of October 1986 and of each subsequent calendar month, the Management Trustees shall recalculate the Mid-market Value of such units by dividing the assets of the MPF (valued in such manner as the Management Trustees shall consider appropriate) by the number of units in the MPF then in issue. The Mid-market Value so determined will govern any such allocation or cancellation taking place on any subsequent day prior to the day on which the next calculation of a Mid-market Value is made.
- (h) On the AVC Account Closing Date of a person with an MPF Account, that MPF Account will be closed and his Final Balance will be equal to the aggregate of -
 - (i) the amount obtained by multiplying the number of units allocated to his MPF Account by the Mid-market Value on the last day of the calendar month preceding the AVC Account Closing Dateless
 - (ii) an Expense Chargeplus
 - (iii) any contributions made by him to the MPF Account during the month in which the AVC Account Closing Date occurs.

(i) Subject as provided below, a Member may switch all or part of an AVC Account to another AVC Account (whether or not such other AVC Account has previously been opened for him) by delivering written notice to the Secretary. Any switch of part of an AVC Account shall be subject to such terms for determining the part which may be switched as the Management Trustees may from time to time determine. The switch will take effect from the 1st day of the calendar month which occurs after he has delivered the notice to the Secretary unless the period between the date of such delivery and such 1st day of the calendar month is less than the minimum notice period prescribed from time to time for this purpose by the Management Trustees, in which case the notice will take effect from the 1st day of the second calendar month which occurs after the date of such delivery. A person who is no longer a Member may switch between AVC Accounts established before 17 February 1998 (such facility to include later-established AVC Accounts at the Management Trustees' discretion) in the same way as a Member, but neither Members nor former Members may switch to an AVC Account with an external savings institution (as determined by the Management Trustees).

(j) Where a person is switching from an MPF Account to another AVC Account, an amount equal to the total of -

(i) the amount obtained by multiplying the Mid-market Value on the appropriate last day of a calendar month by the number of units in the MPF allocated to the MPF Account or such lesser number of units as he has chosen to switch

less

(ii) an Expense Charge

plus

(iii) if he is switching the whole MPF Account, any contributions made by him to the MPF Account during that calendar month

shall be credited to the other AVC Account. Where the switch is to a new SGF Account, that total amount shall be treated as a single contribution to that SGF Account made on the last day of that calendar month. Where the switch is to an existing SGF Account, Clause 29(b) shall apply as if the day on which the switch was made was the AVC Account Closing Date and the balance in the SGF Account immediately after the switch (including the total amount credited to the SGF Account in the switch) was a single contribution made on the first day of the calendar month immediately before the switch occurred. Where the switch is to any other AVC Account, the arrangements governing the terms of the switch will be as from time to time set out in the supplementary announcements, booklets or leaflets governing the operation of the relevant AVC Accounts.

(k) Where a person is switching from an SGF Account to an MPF Account, an amount equal to the balance in his SGF Account calculated as if the

appropriate first day of a calendar month was his AVC Account Closing Date, or such lesser amount as he has chosen to switch, less an Expense Charge, shall be applied under Clause 29(e) as if it was a contribution made on that last day of the preceding calendar month to an MPF Account opened for him (or if appropriate to such person's existing MPF Account). Where the switch is to any other AVC Account, the arrangements governing the terms of the switch will be as from time to time set out in the supplementary announcements, booklets or leaflets governing the operation of the relevant AVC Accounts.

- (l) An Additional Voluntary Contributor with an AVC Account which was open on 30 September 1986 had the option, exercisable by notice in writing received by the Secretary before 6 September 1986 and in a form prescribed by the Management Trustees, to elect that his AVC Account should be switched from an SGF Account to an MPF Account with effect from 1 October 1986. Where such option was exercised, an amount equal to the balance in his SGF Account calculated as if 30 September 1986 was his AVC Account Closing Date, less an Expense Charge, shall be treated as having been applied on 1 October 1986 in the allocation to his AVC Account of a number of units in the MPF calculated by dividing the amount available for allocation by the Mid-market Value on 1 October 1986.

30. **AVC - Benefits**

- (a) Before the Pension Commencement Date the Management Trustees may make arrangements with the Additional Voluntary Contributor for quotations to be obtained from one or more Approved Insurance Companies for the purchase by application of his AVC Account of an annuity payable for the remainder of the life of the Additional Voluntary Contributor and maintaining such options as may be available. A similar quotation shall be made available to the Additional Voluntary Contributor in respect of the payment of such an annuity out of the Fund (unless the Management Trustees at any time determine that this option will not be available).
- (b) If an Additional Voluntary Contributor (not being an Additional Voluntary Contributor who has given notice under paragraph (c)(ii) of this Clause) shall prior to his Pension Commencement Date and within the period stated in the relevant quotation for its acceptance give notice to the Secretary containing an acceptance of a quotation supplied to him under paragraph (a) of this Clause (which acceptance shall not thereafter be revocable) the Management Trustees shall apply such Contributor's Final Balance (appropriately reduced if the Contributor shall have elected under paragraph (c)(i) of this Clause) in purchasing from the relevant Approved Insurance Company or in providing from the Fund (as the case may be) such annuity commencing on his Pension Commencement Date for the life of the Additional Voluntary Contributor as is determined from the relevant quotation and the acceptance thereof.

- (c) An Additional Voluntary Contributor may also -
- (i) (in the notice under paragraph (b) of this Clause elect to commute to a lump sum a part (of any amount, except that it may not exceed the Member's maximum Pension Commencement Lump Sum) of the annuity to which he would otherwise have been entitled under the said paragraph (b), or
 - (ii) if he shall not have given notice under the said paragraph (b) elect by notice to the Secretary given within three months prior to his Pension Commencement Date to commute to a lump sum the whole (or such lesser part as does not exceed the Member's maximum Pension Commencement Lump Sum) of the annuity to which if he had given notice under paragraph (b) (but had not elected under sub-paragraph (i) of this paragraph) he would have been entitled

PROVIDED HOWEVER that any such election shall be revoked by the death of the Additional Voluntary Contributor before the date on which his pension would otherwise have commenced. The said lump sum shall be paid to the Contributor on his Pension Commencement Date and paragraph (b) of this Clause (where applicable) shall be read and applied as if his Final Balance were reduced by the amount of such lump sum.

- (d) In the case of an Additional Voluntary Contributor whose Pension Commencement Date has passed without notice having been given under paragraph (b) of this Clause and without any request for deferral of application of his Final Balance having been made under paragraph (e) of this Clause the Management Trustees shall apply his Final Balance or such part thereof (if any) as remains after commutation under sub-paragraph (ii) of paragraph (c) of this Clause in purchasing from such Approved Insurance Company as the Management Trustees may nominate or if the Management Trustees so determine in providing from the Fund an annuity increasing at 5% compound each year commencing on Pension Commencement Date for the life of such Contributor.

(e) **Deferral of annuity purchase**

- (i) Notwithstanding paragraph (d) of this Clause, an Additional Voluntary Contributor may by notice to the Secretary prior to the Pension Commencement Date elect either:-
 - (A) to have the application of what would have been the whole of his Final Balance (had his Pension Commencement Date been his AVC Account Closing Date) deferred for a period not extending beyond the date of his 75th birthday; or
 - (B) to have part of what would have been his Final Balance as aforesaid commuted to provide a lump sum (of any amount, except that it may not exceed the Member's

maximum Pension Commencement Lump Sum) payable at his Pension Commencement Date, and to have the application of the Final Balance (appropriately reduced by that part of it paid as a lump sum) deferred for a period not extending beyond the date of his 75th birthday, thereby becoming an AVC Deferrer.

- (ii) Where the AVC Deferrer elects to defer the securing of an annuity in terms of sub-paragraph (i)(A) of this Clause 30(e), the amounts credited to his AVC Accounts at Pension Commencement Date shall remain in such accounts. Where the AVC Deferrer elects to defer the securing of an annuity in terms of sub-paragraph (i)(B) of this Clause 30(e), the amounts credited to his AVC Accounts at Pension Commencement Date shall be retained in or (as the case may be) switched to an EBF Account (whether an existing one or an EBF Account specially opened for him for this purpose). In either case, however, the AVC Deferrer may at any time after the expiry of one month from the Pension Commencement Date switch all or part of his AVC Accounts to one or more other AVC Accounts in accordance with Clause 29.
- (iii) If an AVC Deferrer dies after Pension Commencement Date but before application of the Final Balance in securing an annuity, this sub-Rule shall apply. If the AVC Deferrer left a surviving spouse or Surviving Civil Partner, he or she may elect to receive an annuity (or an additional annuity) by application of the Final Balance. In the absence of such election, the Management Trustees may apply the Final Balance in securing such benefits for any surviving spouse or Surviving Civil Partner or Dependants as they may consider appropriate, subject to which they shall pay the Final Balance (or the residue thereof after such application of part of Final Balance) to the deceased AVC Deferrer's personal representatives;
- (iv) Subject to paragraph (iii) of this Clause 30(e), for the purposes of finally applying the Final Balance, the provisions of paragraph (i) of this Clause 30(e) shall operate again, but by reference to the intended date of commencement of the annuity to be secured by application of the Final Balance ("the Annuity Start Date"), instead of by reference to the original Pension Commencement Date (the date of final application being not later than the date of the AVC Deferrer's 75th birthday) and subject to the AVC Deferrer being required to give such notice of the Annuity Start Date as the Management Trustees shall determine from time to time.
- (v) An AVC Deferrer may, before the Annuity Start Date, by notice to the Management Trustees elect to transfer his Final Balance or where he has elected to defer securing his benefit under paragraph (i)(B), the remainder of his Final Balance, to any other Registered Pension Scheme.

- (vi) The Management Trustees may discharge all their liability in respect of the Final Balance, or the remainder of the Final Balance, by transferring the Final Balance, or the remainder of the Final Balance, to the Registered Pension Scheme specified by the AVC Deferrer. The receipt of the person or persons who administer the Registered Pension Scheme shall be a complete discharge for the Management Trustees in respect of all such liability.
- (f) In the event of the death of an Additional Voluntary Contributor who has not reached his Pension Commencement Date the Final Balance of such Contributor shall be paid out as a death benefit or as an additional death benefit to which the provisions of Rule 10A of Part I, Rule 21 of Part IV, Rule 22 of Part V or Rule 22 of Part VI shall apply. In the event of the death of a former Additional Voluntary Contributor after his Pension Commencement Date payment of any death benefit under the AVC Scheme shall be entirely dependent upon the terms of the relevant annuity payable under paragraph (b) or paragraph (d) of this Clause.
- (g) Any benefit by way of annuity provided by an Approved Insurance Company under this Rule shall be secured by a bond or policy issued by such Approved Insurance Company to the Additional Voluntary Contributor and upon the due issue of any such bond or policy all liability of the Management Trustees to or in respect of such Contributor under the AVC Scheme shall cease. Benefit by way of annuity provided by the Fund under this Rule shall be subject to the provisions of Rule 17 of Part I, Rule 16 of Part IV, Rule 17 of Part V or Rule 18 of Part VI.

31. AVC - limits

- (b) The total contribution paid by a Member to the Scheme in relation to any tax year starting on and after 6 April 2007 (including voluntary contributions under the AVC Rules) shall not exceed 30% of his Pay or such greater amount as the Management Trustees may determine.

32. Statutory Requirements

- (a) Subject to paragraph (b), regardless of anything to the contrary in the provisions of the Scheme, no payments shall be made to any Member, Pensioner or any other beneficiary or to any Employer under the Scheme unless such payments are authorised payments, within the meaning given by the Finance Act 2004.
- (b) Paragraph (a) shall not apply if and to the extent that:
 - (i) any such restriction or limitation is contrary to Clause 18(iii); or
 - (ii) the Management Trustees so determine.

In that case, the Registered Pension Schemes (Unauthorised Payments by Existing Schemes) Regulations 2006/365 will apply.

33 Pension sharing on divorce

The Rules shall be read as subject to Appendix 2 (Pension sharing on divorce) of this Trust Deed.

IN WITNESS whereof the Corporations and the Custodian Trustees have caused their respective Common Seals to be hereunto affixed and the Management Trustees have hereunto set their hands and seals the day and year first before written.

THE ORIGINAL TRUST DEED BEARS THE APPROPRIATE SEALS AND SIGNATURES

APPENDIX 2

PENSION SHARING ON DIVORCE

DEFINITIONS

In this Appendix, expressions defined in the rules have the same meanings as there assigned to them, and the following additional expressions have the following meanings:-

1999 Act: means the Welfare Reform and Pensions Act 1999.

Ex-Spouse: means an individual to whom Pension Credit Rights have been or are to be allocated following a Pension Sharing Order.

Ex-Spouse Participant: is an Ex-Spouse who is a beneficiary under the scheme either:-

- (a) solely for the provision of a Pension Credit Benefit; or
- (b) for the wholly separate provision of a Pension Credit Benefit where benefits accrue or have accrued to that individual under the Scheme for any other reason.

Insurance Company: means an insurance company within the meaning of section 275 of the Finance Act.

Negative Deferred Pension: means the amount by which a Member's or Pensioner's pension or deferred pension in respect of membership of the Scheme is reduced at the Relevant Date by section 31 of the 1999 Act (or under corresponding Northern Ireland Legislation) following a Pension Sharing Order.

Pension Credit: means a credit under section 29(1)(b) of the 1999 Act (or under corresponding Northern Ireland legislation).

Pension Credit Benefit: in relation to a scheme, means the benefits payable under the scheme to or in respect of a person by virtue of rights under the scheme attributable (directly or indirectly) to a Pension Credit.

Pension Debit: means a debit under section 29(1)(a) of the 1999 Act (or under corresponding Northern Ireland legislation).

Pension Credit Rights: means rights to future benefits under a scheme which are attributable (directly or indirectly) to a Pension Credit.

Pension Debit Member: means a Member or Pensioner whose benefits have been permanently reduced by a Pension debit.

Pension Sharing Order: means any order or provision as is mentioned in section 28(1) of the 1999 Act or Article 25(1) of the Welfare Reform and Pensions (Northern Ireland) Order 1999.

II EFFECT OF PENSION SHARING ORDER

Where a Pension Sharing Order has been made and implemented in relation to any Member, notwithstanding any other provisions of the Rules that Member's benefits under the Scheme shall be reduced by the amount of the Pension Debit specified in the Pension Sharing Order. For this purpose the Rules are deemed to be modified so that there is no prohibition on the assignment of part or all of a Member's benefits under the Scheme to his or her Ex-Spouse (or, where applicable, on the assignment of part or all of an Ex-Spouse Participant's Pension Credit Rights) to the extent necessary to comply with a Pension Sharing Order.

III MODE OF DISCHARGE OF OBLIGATION

The Management Trustees shall discharge their obligation in respect of any Pension Credit arising under the Pension Sharing Order in the manner and circumstances described in paragraph 1(3) of Schedule 5 to the 1999 Act either by:-

- (a) paying an amount equal to the relevant Pension Credit to a qualifying arrangement as described in paragraph 6 of that Schedule; or
- (b) conferring on the Ex-Spouse appropriate rights (within the meaning of paragraph 5 of Schedule 5 of the 1999 Act) under the Scheme in respect of the relevant Pension Credit, thereby making the Ex-Spouse an Ex-Spouse Participant.

Where paragraph (b) above applies, the Management Trustees must make provision for the Pension Credit Benefits granted under the Scheme for the Ex-Spouse Participant to be treated as provided separately from any benefits provided under the Scheme for the Ex-Spouse Participant as an Employee, or as the spouse or Dependant of an Employee.

IV RANGE OF APPROPRIATE RIGHTS

Subject to section V below and to compliance with sections 35 (mode of discharge of liability), 36 (safeguarded rights), 37 (requirements relating to pension credit benefit), 38 (treatment on winding-up), and 40 (indexation) of the 1999 Act, the appropriate rights which the Management Trustees may confer on the Ex-Spouse Participant as described in paragraph (b) under section III above will be as follows (unless the Management Trustees decide to confer other different or additional rights which are consistent with compliance with the foregoing provisions):-

- (a) a pension payable for life of such amount as the Management Trustees may determine having regard to the advice of the Actuary, which shall come into payment at age 60 (or immediately if the Ex-Spouse Participant is aged 75 or over at the date the Pension Sharing Order is implemented);
- (b) the option to request the Management Trustees to permit the pension referred to in paragraph (a) above to come into payment earlier than age

50 or, on or after 6 April 2010, age 55 (at such reduced level as the Management Trustees may determine having regard to the advice of the Actuary) where the Ex-Spouse Participant is simultaneously taking benefits under the Scheme on grounds of incapacity in his or her own right as a Member;

- (c) (unless the Member or Pensioner who was formerly married to the Ex-Spouse Participant has already received a lump sum retirement benefit from the Scheme before the date of the implementation of the Pension Sharing Order) the option to surrender part of the pension referred to in paragraph (a) above for a single cash payment at the time such pension first becomes payable, the amount of which may not exceed the maximum permitted as a Pension Commencement Lump Sum;
- (d) on the date the Ex-Spouse Participant's pension becomes payable, the option to surrender all of the Pension Credit Rights for a lump sum on the grounds of triviality in the circumstances specified in regulation 3 of the Pension Sharing (Pension Credit Benefit) Regulations 2000 (SI 2000/1054), but so that where the Ex-Spouse Participant is also entitled to benefits under the Scheme arising from his or her own membership of the Scheme, for the purposes of determining the aggregate value of the total benefits payable to the Member, benefits from Pension Credit Rights must be included and full surrender of the Pension Credit Rights for a lump sum on the grounds of triviality will only be permitted where benefits arising from such membership are simultaneously so surrendered;
- (e) in the event of the death of the Ex-Spouse Participant before benefits come into payment, a lump sum death benefit of an amount equal to 25% of what would have been the cash equivalent of the Pension Credit Rights at the date of death, such lump sum being payable to the Ex-Spouse Participant's legal personal representatives, unless lump sum benefits are also payable in respect of the same person under Rule 22 of Parts V or VI of the Rules, in which case the lump sum will be paid under the terms of that Rule;
- (f) the option to request that in discharge of their obligation to private Pension Credit Rights, the Management Trustees arrange a transfer of the Pension Credit Rights to a Registered Pension Scheme, or to any other scheme or arrangement if the HM Revenue & Customs requirements are satisfied in relation to a transfer to that scheme or arrangement, on the basis that the Management Trustees must confirm to the receiving scheme or arrangement that the transfer value consists wholly or partly of Pension Credit Rights for the benefit of an Ex-Spouse Participant.

Such appropriate rights shall be forfeited upon bankruptcy of the Ex-Spouse Participant, whereupon such benefits may then be paid to any individuals or individual as specified by the Management Trustees in their absolute discretion.

Such an Ex-Spouse Participant shall, in relation to the Pension Credit Rights, be treated:

- (i) as a Pensioner for the purposes of Clauses 19 and 19A (winding up) of the Trust Deed;
- (ii) as a Member for the purposes of Section II above of this Appendix 2.

Such an Ex-Spouse Participant shall not, in relation to the Pension Credit Rights, be treated as a Pensioner or a Member for any other reason unless the Management Trustees so determine.

In the circumstances prescribed by section 101D of the Pension Schemes Act 1993 (as inserted by section 37 of the 1999 Act) and the Pension Sharing (Pension Credit Benefit) Regulations 2000 (SI 2000/1054) the Management Trustees may subsequently discharge their liability in respect of the Pension Credit Rights by securing in place of such rights under the Scheme benefits under an insurance policy or annuity contract (with or without the consent of the Ex-Spouse Participant according to the relevant circumstances).

V DEATH OF EX-SPOUSE BEFORE PENSION SHARING ORDER ACTED UPON

If an Ex-Spouse dies after a Pension Order is made but before it is acted upon by the Management Trustees, a lump sum death benefit will be paid to the Ex-Spouse's legal personal representatives, unless lump sum benefits are also payable in respect of the same person under Rule 22 of Parts V or VI of the Rules, in which case the lump sum will be paid under the terms of that Rule equal to 25% of what would have been the cash equivalent which would have provided the rights attributable to the Pension Credit for the Ex-Spouse.

VI TRANSFERS

The Management Trustees must give full details of the Pension Debit to the trustees or managers of the receiving scheme or arrangement where a transfer payment in respect of the benefits of a Pension Debit Member is made to another Registered Pension Scheme.

Unless they otherwise determine, the Management Trustees will not accept a transfer payment into the Scheme in respect of any person to the extent that such transfer payment includes or consists of Pension Credit Rights in the former scheme or arrangement. (In the event that such transfer payment is accepted, then the Management Trustees must separately identify the transfer payment relating to the Pension Credit Rights or the part of the transfer payment relating to the Pension Credit Rights from other funds held for the benefit of the relevant individual, and they must make provision for the Pension Credit Rights to remain separately identifiable and treated separately from any other benefits provided under the Scheme for such person as an Employee, or as the spouse or Dependant of an Employee. The individual will acquire the status of Ex-Spouse Participant in the Scheme in relation to the Pension Credit Benefits granted in respect of the Pension Credit Rights.).

If the transfer payment in respect of the benefits for the Member under the Scheme is made to a Registered Pension Scheme, the Management Trustees must give full details of the Pension Debit to the trustees or managers of the receiving scheme or arrangement.

VII DISCLOSURE OF INFORMATION

The Management Trustees shall disclose such information in relation to an actual or potential Pension Sharing Order in such circumstances and at such times as are specified in the Pensions on Divorce etc (Provision of Information) Regulations 2000.

VIII CHARGES

The Management Trustees may make such charges in relation to the supply of information relating to an actual or potential Pension Sharing Order and in relation to the implementation of a Pension Sharing Order in the circumstances described in, and subject to the provisions of, the Pensions on Divorce etc (Charging) Regulations 2000 (SI 2000/1049) as they may from time to time determine.

X OTHER POWERS

The Management Trustees shall have all other powers required to comply with any court order relating to the divorce of a Member or Pensioner.

XI CIVIL PARTNERSHIP

This Appendix 2 shall, except to the extent that any provision of it is contrary to any legislative provision, apply in respect of a Member or Pensioner and his former Civil Partner where a Pension Sharing Order has been made and implemented in relation to that Member or Pensioner as is references to "Ex-Spouse" and "Ex-Spouse Participant" were to "former Civil Partner" and references to "marriage" were to "civil partnership".

There follows a Schedule of all Deeds executed and amending resolutions adopted in relation to the Scheme since its inception.

AIRWAYS PENSION SCHEME

SCHEDULE OF PREVIOUS DEEDS AND RESOLUTIONS

No.	Date	Document	Parties
1.	08.10.48	Trust Deed	(1) British Overseas Airways Corporation, British European Airways Corporation and British South American Airways Corporation (2) G T Meller and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
2.	13.09.50	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation (2) J E V Tyzack and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
3.	16.02.51	Supplemental Deed	Same parties as document 2.
4.	24.03.53	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation (2) Lord Kershaw and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
5.	07.08.53	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation (2) Lord Kershaw and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
6.	13.02.56	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation (2) B G Porter and others (3) Airways Corporations Joint Pension Fund Trustees Ltd

No.	Date	Document	Parties
7.	27.12.56	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation (2) R L Weir and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
8.	15.12.58	Supplemental Deed	Same parties as document 7
9.	01.03.61	Supplemental Deed	Same parties as document 7
10.	02.03.61	Supplemental Deed	Same parties as document 7
11.	01.10.61	Supplemental Deed	Same parties as document 7
12.	04.03.63	Supplemental Deed	Same parties as document 7
13.	20.05.63	Supplemental Deed	Same parties as document 7
14.	01.03.65	Supplemental Deed	Same parties as document 7
15.	10.09.65	Supplemental Deed	Same parties as document 7
16.	25.04.67	Supplemental Deed	Same parties as document 7
17.	20.05.68	Supplemental Deed and Deed of Inclusion	(1) British Overseas Airways Corporation, British European Airways Corporation (2) BOAC Restaurants Ltd., BEA Helicopters Ltd (3) R L Weir and others (4) Airways Corporations Joint Pension Fund Trustees Ltd.
18.	19.05.69	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd (2) R L Weir and others (3) Airways Corporations Joint Pension Fund Trustees Ltd

No.	Date	Document	Parties
19.	10.03.70	Deed of Inclusion	(1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd (2) BEA Airtours Ltd. (3) R L Weir and others (4) Airways Corporations Joint Pension Fund Trustees Ltd
20.	29.10.70	Deed of Inclusion	(1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd (2) British Air Services Ltd. (3) R L Weir and others (4) Airways Corporations Joint Pension Fund Trustees Ltd
21.	11.08.71	Supplemental Deed	(1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd. (2) D H Glover and others (3) Airways Corporations Joint Pension Fund Trustees Ltd (4) Airways Corporations Joint Pension Fund Trustees Ltd
22.	01.12.71	Supplemental Deed	Same parties as document 21
23.	18.02.72	Supplemental Deed	Same parties as document 21
24.	18.02.72	Supplemental Deed	Same parties as document 21
25.	18.05.72	Supplemental Deed	Same parties as document 21

No.	Date	Document	Parties
26.	09.06.72	Supplemental Deed	<ul style="list-style-type: none"> (1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd, British Airways Board (2) D H Glover and others (3) Airways Corporations Joint Pension Fund Trustees Ltd
27.	07.12.72	Deed of Inclusion	<ul style="list-style-type: none"> (1) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd. (2) Cambrian Airways Ltd. and Northeast Airlines Ltd (3) D H Glover and others (4) Airways Pension Fund Trustees Ltd
28.	27.03.73	Deed of Inclusion	<ul style="list-style-type: none"> (1) British Airways Board (2) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd., Cambrian Airways Ltd., Northeast Airlines Ltd. (3) British Airways Associated Companies Ltd., BOAC Engine Overhaul Ltd. (4) D H Glover and others (5) Airways Pension Fund Trustees Ltd
29.	16.07.73	Supplemental Deed	<ul style="list-style-type: none"> (1) British Airways Board (2) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd., Cambrian Airways Ltd., Northeast Airlines Ltd. (3) D H Glover and others (4) Airways Pension Fund Trustees Ltd

No.	Date	Document	Parties
30.	22.11.73	Supplemental Deed	<ul style="list-style-type: none"> (1) British Airways Board (2) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd., Cambrian Airways Ltd., Northeast Airlines Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) D H Glover and others (4) Airways Pension Fund Trustees Ltd
31.	29.03.74	Supplemental Deed	<ul style="list-style-type: none"> (1) British Airways Board (2) British Overseas Airways Corporation, British European Airways Corporation, BOAC Restaurants Ltd, BEA Helicopters Ltd., BEA Airtours Ltd., British Air Services Ltd., Cambrian Airways Ltd., Northeast Airlines Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) D H Glover and others (4) Airways Pension Fund Trustees Ltd
32.	13.05.74	Supplemental Deed	<ul style="list-style-type: none"> (1) British Airways Board (2) British Airways Restaurants Ltd, British Airways Helicopters Ltd., British Airtours Ltd., British Air Services Ltd., Cambrian Airways Ltd., Northeast Airlines Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) D H Glover and others (4) Airways Pension Fund Trustees Ltd
33.	11.09.74	Supplemental Deed	Same parties as document 32
34.	16.07.75	Supplemental Deed	Same parties as document 32
35.	15.09.75	Supplemental Deed	Same parties as document 32
36.	08.12.75	Supplemental Deed	Same parties as document 32

No.	Date	Document	Parties
37.	26.03.76	Supplemental Deed	Same parties as document 32
38.	14.07.76	Supplemental Deed	Same parties as document 32
39.	08.11.76	Supplemental Deed	Same parties as document 32
40.	04.02.77	Supplemental Deed	Same parties as document 32
41.	12.08.77	Supplemental Deed	Same parties as document 32
42.	08.02.78	Supplemental Deed	Same parties as document 32
43.	19.06.79	Supplemental Deed	(1) British Airways Board (2) British Airways Helicopters Ltd., British Airtours Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) R A Spencer and others (4) Airways Pension Fund Trustees Ltd.
44.	28.06.79	Supplemental Deed	Same parties as document 43
45.	31.03.83	Supplemental Deed	Same parties as document 43
46.	05.04.83	Supplemental Deed	Same parties as document 43
47.	05.10.83	Supplemental Deed	(1) British Airways Board (2) British Airways Helicopters Ltd., British Airtours Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) N G E Dunlop and others (4) Airways Pension Fund Trustees Ltd.
48.	16.03.84	Deed of Indemnity	(1) British Airways Board (2) N G E Dunlop and others
49.	16.03.84	Supplemental Deed	(1) British Airways Board (2) British Airways Helicopters Ltd., British Airtours Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) N G E Dunlop and others (4) Airways Pension Fund Trustees Ltd.
50.	16.03.84	Supplemental Deed	Same parties as document 49

No.	Date	Document	Parties
51.	07.09.84	Supplemental Deed	(1) British Airways Plc (2) British Airways Helicopters Ltd., British Airtours Ltd., British Airways Associated Companies Ltd., British Airways Engine Overhaul Ltd. (3) N G E Dunlop and others (4) Airways Pension Fund Trustees Ltd.
52.	07.09.84	Supplemental Deed	Same parties as document 51
53.	22.11.84	Supplemental Deed	Same parties as document 51
54.	01.08.86	Supplemental Deed	(1) British Airways Plc (2) N G E Dunlop and others
55.	04.08.86	Supplemental Deed	Same parties as document 54
56.	05.08.86	Supplemental Deed	Same parties as document 54
57.	06.08.86	Supplemental Deed	Same parties as document 54
58.	24.09.86	Supplemental Deed	Same parties as document 54
59.	14.10.86	Supplemental Deed	Same parties as document 54
60.	31.12.86	Supplemental Deed	Same parties as document 54
61.	01.04.87	Supplemental Deed	Same parties as document 54
62.	01.04.87	Supplemental Deed	Same parties as document 54
63.	01.04.87	Supplemental Deed	Same parties as document 54
64.	01.04.87	Supplemental Deed	Same parties as document 54
65.	16.11.87	Supplemental Deed	Same parties as document 54
66.	28.09.88	Deed of Inclusion	(1) British Airways Plc (2) Caledonian Airways (Services) Ltd. (3) N G E Dunlop and others
67.	29.09.88	Deed of Inclusion	(1) British Airways Plc (2) British Airways Enterprises Ltd. (Co. Reg. No. 1,330,173 now known as Thomas Cook Enterprises Ltd.) (3) N G E Dunlop and others

No.	Date	Document	Parties
68.	30.09.88	Supplemental Deed	(1) British Airways Plc (2) N G E Dunlop and others
69.	27.04.89	Supplemental Deed	(1) British Airways Plc (2) D M Stevens and others
70.	03.11.89	Supplemental Deed	Same parties as document 69
71.	29.06.90	Supplemental Deed	Same parties as document 69
72.	03.06.91	Deed of Inclusion	(1) British Airways Plc (2) British Airways Enterprises Ltd. (Co. Reg. No. 2,524,175) (3) D M Stevens and others
73.	02.07.91	Deed of Inclusion	(1) British Airways Plc (2) Aviation Defence Ltd. (3) D M Stevens and others
74.	04.12.91	Supplemental Deed	(1) British Airways Plc (2) D M Stevens and others
75.	19.12.91	Supplemental Deed	(1) British Airways Plc (2) Engine Maintenance Centre South Ways Limited (3) D M Stevens and others
76.	04.03.92	Deed of Inclusion	(1) British Airways Plc (4) British Airways Maintenance Cardiff Ltd. (5) D M Stevens and others
77.	09.06.92	Deed of Inclusion	(1) British Airways Plc (2) Drake & Scull Airport Services Ltd. (3) D M Stevens and others
78.	20.01.93	Supplemental Deed	D M Stevens and others
79.	24.03.93	Deed of Inclusion	(1) British Airways Plc (2) British Airways Avionics Engineering Ltd. (3) D M Stevens and others
80.	03.11.93	Deed of Inclusion	(1) British Airways Plc (2) British Airways Regional Limited (3) D M Stevens and Others

No.	Date	Document	Parties
81.	10.11.93	Deed of Inclusion	(1) British Airways Plc (2) British Airways Pension Investment Management Ltd (3) D M Stevens and Others
82.	29.06.94	Supplemental Deed (AVC amendments)	D M Stevens and others
83.	22.06.95	Supplemental Deed (new AVC options)	D M Stevens and others
84.	10.06.97	Deed of Inclusion	(1) British Airways Plc (2) Ryder Plc (3) D M Stevens and Others
85.	15.09.97	Deed of Inclusion	(1) British Airways Plc (2) Racal Avionics Limited (3) D M Stevens and Others
86.	12.11.97	Resolution pursuant to Section 68(2)(b) Pensions Act 1995: MNTs	D M Stevens and others
87.	23.12.97	Supplemental Deed (temporary participations)	D M Stevens and others
88.	12.01.98	Deed of Inclusion	(1) British Airways Plc (2) Gate Gourmet London Limited (3) D M Stevens and Others
89.	19.01.98	Supplemental Deed (reference scheme underpin)	D M Stevens and others
90.	05.03.98	Deed of Inclusion	(1) British Airways Plc (2) Hawker Pacific Aerospace Limited (3) D M Stevens and Others
91.	19.03.98	Deed of Inclusion	(1) British Airways Plc (2) Allied Signal Limited (3) D M Stevens and Others
92.	01.06.98	Deed of Inclusion	(1) British Airways Plc (2) British Airways (European Operations at Gatwick) Limited (3) D M Stevens and Others

No.	Date	Document	Parties
93.	16.11.98	Supplemental Deed (forfeiture)	D M Stevens and others
94.	23.11.98	Deed of Inclusion	(1) British Airways Plc (2) Go Fly Limited (3) D M Stevens and Others
95.	19.05.99	Deed of Inclusion	(1) British Airways Plc (2) EDS UK Limited (3) Electronic Data Systems Limited (4) D M Stevens & Others
96.	14.09.99	Supplemental Deed (various alterations)	D M Stevens and others
97.	11.10.00	Deed of Inclusion	(1) British Airways Plc (2) Amadeus Services Limited (3) D M Stevens and Others
98.	27.10.00	Deed of Inclusion	(1) British Airways Plc (2) Siemens Plc (3) D M Stevens and Others
99.	22.05.02	Supplemental Deed (express investment powers)	D M Stevens and Others
100.	27.08.02	Supplemental Deed (AVC deferral; pension sharing on divorce; treatment of deferred pensions after attainment of Normal Retirement Age)	D M Stevens and Others
101.	11.11.02	Deed of Amendment (Investment Powers)	Mervyn A S Walker Esq & Others
102.	09.01.03	Supplemental Deed (Transfers out at or after NRA)	Mervyn A S Walker Esq & Others
103.	20.05.03	Deed of Amendment (relating to cessation of participation of an Employer)	Mervyn A S Walker Esq & Others

No.	Date	Document	Parties
104.	06.08.03	Supplemental Deed (Appointment of Management Trustees)	(1) British Airways Plc (2) Mervyn A S Walker Esq & Others
105.	07.10.03	Deed of Inclusion	(1) British Airways Plc (2) Dunwoody Airline Services Limited (3) Mervyn A S Walker Esq & Others
106.	17.06.04	Supplemental Deed	(1) British Airways Plc (2) British Airways Citi Express Limited (3) Mervyn A S Walker Esq & Others
107.	16.11.04	Supplemental Deed	Mervyn A S Walker Esq & Others
108.	16.02.05	Supplemental Deed	Mervyn A S Walker Esq & Others
109.	06.05.05	Supplemental Deed	R P Maynard and Others
110.	30.06.05	Supplemental Deed	R P Maynard and Others
111.	08.12.05	Supplemental Deed	R P Maynard and Others
112.	04.05.06	Supplemental Deed	R P Maynard and Others
113.	04.09.06	Supplemental Deed	R P Maynard and Others
114.	08.09.06	Supplemental Deed	R P Maynard and Others

No.	Date	Document	Parties
115.	21.03.07	Supplemental Deed	R P Maynard and Others
116.	21.03.07	Supplemental Deed	R P Maynard and Others
117	25.05.07	Supplemental Deed	R P Maynard and Others
118.	31.07.07	Supplemental Deed	R P Maynard and Others
119.	23.10.07	Supplemental Deed	R P Maynard and Others
120.	10.01.08	Supplemental Deed	R P Maynard and Others
121.	10.01.08	Supplemental Deed	R P Maynard and Others

NOTE - CLAUSE 18 OF TRUST DEED

In the original Trust Deed dated 8 October 1948, the words "Subject to the provisions of the Civil Aviation Act 1946 and Regulations made by the Minister under Section 20 thereof" appear before the words "THE provisions of the Trust Deed...", and corresponding words are repeated between the words "Furthermore" and "the Rules may be amended....".

Section 20 of the 1946 Act was in fact repealed by section 41 of the Air Corporations Act 1949. The Air Corporations Act 1949 was repealed in whole by section 36 of the Air Corporations Act 1967, which in turn was repealed in whole by the Civil Aviation Act 1978 (repealed in part by the Civil Aviation Acts 1980 and 1982), but in no case were any specific saving provisions inserted to restore the original status of section 20 of the 1946 Act or regulations made under it.

The Airways Corporations (General Staff Pensions) Regulations 1948 (SI 1948/2361) were made by the Minister of Civil Aviation in exercise of the powers conferred upon him by section 20 of the Civil Aviation Act 1946. These Regulations established APS in accordance with the provisions of the Trust Deed and Rules dated 08.10.48, set out in the Schedule to the Regulations (Regulation 7 providing that: "No amendment of, or addition to, the Trust Deed shall have effect unless confirmed by regulations made under the said Section 20").

The 1948 Regulations were subsequently amended by SI: 1951/527; 1953/1296 and 1971/927, and modified by those instruments and by SI: 1950/2056; 1953/611; 1956/305; 1957/87; 1959/42; 1961/445; 1963/1068; 1963/1108; 1965/529; 1965/1769; 1967/739; 1968/1577; 1969/834; 1970/768 and 1971/176, principally recording the addition of new sections to the Rules.

The Minutes of the Management Trustees of APS at their meetings on 14.11.84 (minute 85), 09.01.85 (minute 2(ii)), 19.02.85 (minute 11) and 13.03.85 (minute 13(iii)) record the Management Trustees' intention to reprint the APS Trust Deed deleting references to "the Minister (of Civil Aviation)" (subject to the consent of British Airways) and their consideration of a draft Supplemental Deed amending the Trust Deed by deleting all references to "the Minister/the Ministry of Civil Aviation". (The Supplemental Deed was duly executed on 06.08.86, but without specific reference to textual amendments to Clause 18).

References to the provisions of the Civil Aviation Act 1946 and to regulations made by the Minister of Civil Aviation under section 20 of the 1946 Act were subsequently omitted in the 01.11.86 reprint of the APS Trust Deed, in accordance with the terms of the intention stated at the meetings referred to above, and reflecting the legislative position under which once an Act has been repealed, it is treated as if it had never been made. (There was in fact no need to obtain the consent of British Airways Plc to implement the appropriate rule amendments, although it is clear that by virtue of the reprint, such consent was given).