

DEED ESTABLISHING
“AMBULANCE SERVICE WELFARE FUND TRUST”

BETWEEN

ALASTAIR JORDAN MARTIN
("the Settlor")

AND

AMBULANCE SERVICE WELFARE FUND NOMINEES PTY LTD
ACN 098 734 591
("the Trustee")

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THIS DEED OF SETTLEMENT is made on

2001

BETWEEN **ALASTAIR JORDAN MARTIN** of Unit 10 27 College Road Kent Town 5067 South Australia ("**the Settlor**")

AND **AMBULANCE SERVICE WELFARE FUND NOMINEES PTY LTD** ACN 098 734 591 the registered office of which is situated at Level 2 216 Greenhill Road Eastwood 5063 South Australia ("**the Trustee**")

RECITALS:

- A. The Settlor wishes to establish a Trust for the Eligible Beneficiaries as and in the manner set out in this Deed.
- B. For the purposes of giving effect to such desire the Settlor has on or before the execution of this Deed transferred to the Trustee an amount of Ten Dollars (\$10.00).
- C. It is intended by this Deed to establish a Trust to be known as "**AMBULANCE SERVICE WELFARE FUND TRUST**".
- D. The Trustee has consented to become the Trustee hereof upon the trusts and with and subject to the powers and provisions contained in this Deed.

NOW THIS DEED WITNESSES the following:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following terms where the context admits shall have the following meanings:

- 1.1.1 "**Accounting Period**" means each period of twelve (12) months ending on the 30th day of June in each year provided first that the period commencing on the date of this Deed and ending on the 30th day of June next shall be an Accounting Period and secondly the period commencing on the first day of July prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period;
- 1.1.2 "**Appeals Committee**" means the Appeals Committee established by the Welfare Fund;
- 1.1.3 "**Beneficiary**" means any of the Eligible Beneficiaries;
- 1.1.4 "**Benefits**" means:
 - (a) Sickness/Accident Benefits;
 - (b) Dispute Benefits; and
 - (c) Death/Funeral Benefits.
- 1.1.5 "**Claim**" shall have the meaning given in clause 7.1;
- 1.1.6 "**Death/Funeral Benefits**" means any monetary benefits payable to Beneficiaries pursuant to clause 6;

- 1.1.7 **"Dispute Benefits"** means any monetary benefits payable to Beneficiaries pursuant to clause 5;
- 1.1.8 **"Eligible Beneficiaries"** means:
- (a) A Member who has completed the application form to become an Eligible Beneficiary in the form specified by the Trustee from time to time and as published in the Newsletter. The application form as at the date of this Deed is set out in Schedule One; and
 - (b) The Nominated Dependants.
- 1.1.9 **"Full Member"** has the meaning given in the Rules of the Welfare Fund;
- 1.1.10 **"Member"** means any Full Member who has made the contributions to the Trust Fund required by clause 9.1;
- 1.1.11 **"Newsletter"** means the Ambulance Service Welfare Fund (ASWF) Newsletter as published from time to time by the Welfare Fund;
- 1.1.12 **"Nominated Dependants"** means for each Member who has completed the form required by clause 1.1.8(a):
- (a) the person(s) nominated by a Member as nominated dependant(s) from the following class of persons:
 - (i) the spouse of the Member, including a putative spouse or a defacto spouse whether of same, or different gender;
 - (ii) a child/children, including an adopted child/children of the Member;
 - (iii) a parent/parents of the Member.
- The Trustee may request a Member to complete a form to nominate their dependant(s) in the form specified by the Trustee from time to time for the purposes of this Deed as published in the Newsletter;
- (b) if a Member has not nominated their dependants and the Member is not able to do so, the Trustee may in its sole and absolute and unfettered discretion nominate the nominated dependants of the Member in accordance with the limitations set out in clause 1.1.12 (a).
- 1.1.13 **"pay"** includes transfer assign and convey;
- 1.1.14 **"set aside"** in relation to a Beneficiary includes placing sums to the credit of such Beneficiary in the books of the Trust Fund;
- 1.1.15 **"Shift"** means a shift of employment in a 24 hour period with either the Welfare Fund or the Service as established by award or other agreement from time to time relating to a Member's employment;
- 1.1.16 **"Sickness/Accident Benefits"** means any monetary benefits payable to Beneficiaries pursuant to clause 4;
- 1.1.17 **"Schedule of Benefits"** means the Schedule of Benefits as determined by the Trustee from time to time as published in the Newsletter. The

Schedule of Benefits as at the date of this Deed is as set out in Schedule Two;

- 1.1.18 **"Social Security Benefits"** means payments for a temporary or permanent sickness or disability under the Social Security Act 1991 (Cth) or any related legislation;
- 1.1.19 **"the Service"** means the SA Ambulance Service;
- 1.1.20 **"the Settlor"** means the person hereinbefore so described;
- 1.1.21 **"the Trust Fund"** means the said settled sum being a sum paid by the Settlor to the Trustees on or before the execution hereof together with all moneys investments and property paid or transferred to and accepted by the Trustees as additions to the Trust Fund and any accumulations of income hereinafter directed or empowered to be made and all accretions to the Trust Fund and the investments and property from time to time representing the said moneys investments property accumulations and accretions or any part or parts thereof respectively until such sums moneys investments and property accumulations of income and accretions are paid applied or dealt with in accordance herewith;
- 1.1.22 **"the Trustee"** means the person or persons hereinbefore so described or the company or companies hereinbefore so described and their respective successors and permitted assigns (as the case may be) and all other Trustee or Trustees for the time being hereof whether additional or substituted and where the context so requires or admits any sub-trustee of any part of the Trust Fund or substituted trustee for the whole or any part of the Trust Fund;
- 1.1.23 **"The Vesting Day"** means such date as the Trustee may in the absolute discretion of the Trustee appoint;
- 1.1.24 **"Welfare Fund"** means The Ambulance Service Welfare Fund Incorporated.

1.2 **General Interpretation**

- 1.2.1 Headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Deed;
- 1.2.2 References to any statutory enactment shall mean and be construed as references to the said enactment as amended modified and re-enacted from time to time;
- 1.2.3 References to persons includes corporations and other entities recognised by law;
- 1.2.4 The singular includes the plural and vice versa and words importing any gender include the other genders.

2. **DECLARATION OF TRUST**

The Settlor hereby declares that the Trustee shall and the Trustee hereby declares that the Trustee shall henceforth stand possessed of the Trust Fund and of the income thereof upon the trusts and with and subject to the powers and provisions contained in this Deed.

3. OBJECTS OF TRUST

The Trust Fund is established with the following purposes:

3.1 Sickness/Accident Benefits

The Trust Fund will provide financial assistance to Beneficiaries during periods that the Beneficiary is unable to work because of sickness or accident, in accordance with clause 4.

3.2 Dispute Benefits

The Trust Fund will provide financial assistance to Beneficiaries during period where the Beneficiary is unable to work due to industrial dispute, in accordance with clause 5.

3.3 Death/Funeral Benefits

The Trust Fund will provide financial assistance to Beneficiaries in the event of a Beneficiary's death, in accordance with clause 6.

4. SICKNESS AND ACCIDENT BENEFITS

4.1 Eligibility

The Trustee in its absolute and unfettered discretion may pay Sickness/Accident Benefits to a Beneficiary when:

- 4.1.1 the Trustee in its absolute and unfettered discretion determines that a Member is unable to perform his/her work at the Service due to sickness or accident; and
- 4.1.2 the Member has exhausted all accrued sick leave, annual leave, long service leave and any other allocated dates off to which he/she is entitled; and
- 4.1.3 the Member produces a medical certificate for the full time he/she is unable to work;
- 4.1.4 the Member was not injured while playing professional sport; and
- 4.1.5 the Member is not in receipt of any superannuation payment or entitlement.

4.2 Payment of Benefit

- 4.2.1 A Beneficiary is not entitled to make a claim for Sickness/Accident Benefits for two Shifts after such sickness or accident commences;
- 4.2.2 A Beneficiary shall be entitled to make a claim for Sickness/Accident Benefits for any subsequent Shifts;
- 4.2.3 Claims made for between three (3) and five (5) Shifts shall be paid by the hour in accordance with the Schedule of Benefits.
- 4.2.4 Claims made beyond five (5) Shifts shall be paid in accordance with the Schedule of Benefits on the basis that a Shift is a thirty eight (38) hour week plus rolled in rate if applicable;

- 4.2.5 A benefit shall be paid for a maximum of ninety (90) days for any particular illness or accident.

4.3 **Social Security Benefits**

- 4.3.1 In the event that a Beneficiary may qualify for Social Security Benefits as a result of his/her sickness, accident or disability, he/she shall complete and lodge all necessary application forms to receive such benefits.
- 4.3.2 Prior to the lodgment of the relevant application forms, the Trustee shall endorse the relevant forms with details of the Sickness/Accident Benefits received by the Beneficiary from the Trust.

4.4 **External Benefits**

In the event that a Beneficiary is awarded a Sickness/Accident Benefit and is receiving or obtaining a financial benefit of any kind, including compensation from any source whatsoever in respect to sickness, accident or disability or any benefit payment from any other fund or funds of any type or description to which the Beneficiary may have contributed ("**External Benefit**"):

- 4.4.1 the Beneficiary shall notify the Trustee within seven (7) days of commencing to receive the External Benefit, of his/her receipt of the External Benefit;
- 4.4.2 the Trustee shall reduce the benefit payable to the Beneficiary by the Trust by the amount of the External Benefit, or by such lesser amount as the Trustee may in its absolute and unfettered discretion determine;
- 4.4.3 if the Beneficiary fails to notify the Trustee of the External Benefit as required by clause 4.4.1, the Beneficiary shall:
 - (a) forfeit any right to further Sickness/Accident Benefits from the Trust in respect of that particular sickness, accident or disability; and
 - (b) be required to refund immediately the Sickness/Accident Benefits already paid to the Beneficiary by the Trust in respect of that particular sickness, accident or disability.

4.5 **Medical Examination**

- 4.5.1 The Trustee may require a Beneficiary in receipt of Sickness/Accident Benefits to visit a medical practitioner nominated by the Trustee, for a medical examination, either before paying a Beneficiary Sickness/Accident Benefits or during the payment of Sickness/Accident Benefits to a Beneficiary;
- 4.5.2 If the Trustee requests that a Beneficiary have a medical examination, as described under clause 4.5.1 and the Beneficiary fails to have such medical examination, the Beneficiary shall forfeit his/her right to and be suspended from Sickness/Accident Benefits in respect of the Beneficiary's current Claim in the Trustee's absolute and unfettered discretion;
- 4.5.3 The Trustee shall reimburse the Beneficiary from the Trust Fund for the cost of any medical examination required to be had under clause 4.5.1 which he/she incurs;

4.5.4 The Trustee may request that the medical practitioner who examines the Beneficiary in accordance with clause 4.5.1, prepare a report for the Trustee detailing:

- (a) the medical condition of the Beneficiary; and
- (b) the Beneficiary's fitness for employment.

Any such report will be final and conclusive evidence of the Beneficiary's ability to work.

4.6 **Reimbursement of Benefits**

In the event that a Beneficiary is awarded a Sickness/Accident Benefit and also recovers worker's compensation, common law damages or any other monetary compensation from a third party in respect of the Beneficiary's illness, injury or disability ("**Third Party Compensation**"), whether it be received by way of weekly payments in lieu of loss of earnings or lump-sum payments in respect of a continuing disability or incapacity, the Beneficiary shall reimburse the Trust Fund from the Third Party Compensation for the Sickness/Accident Benefits received by the Beneficiary from the Trust Fund, provided such reimbursement does not exceed the amount of Third Party Compensation.

5. **DISPUTE BENEFITS**

5.1 **Eligibility**

The Trustee in its absolute and unfettered discretion may pay Dispute Benefits to a Beneficiary where circumstances arise which result in a Member losing income due to an industrial dispute.

5.2 **Payment of Benefit**

In the event that the Trustee determines that a Beneficiary is to be paid a benefit under clause 5.1, the amount of the benefit shall be determined by the Trustee in its absolute discretion.

6. **DEATH/FUNERAL BENEFITS**

6.1 **Eligibility**

The Trustee shall pay a Death/Funeral Benefit to a Beneficiary on the death of a Member.

6.2 **Amount of Benefit**

In the event that a Beneficiary is entitled to be paid a benefit under clause 6.1, the amount of the benefit shall be paid in accordance with the standard Death/Funeral Benefit amount determined by the Trustee from time to time as published in the Newsletter. The standard Death/Funeral Benefit payment amount as at the date of this Deed is set out in Schedule Three.

6.3 **Payment of Benefit**

6.3.1 The Trustee shall pay Death/Funeral Benefits to the deceased Member's Nominated Dependents within twenty eight (28) days of the Trustee becoming aware of the Member's death.

- 6.3.2 If the deceased Member has more than one Nominated Dependant and he/she has not nominated the relevant proportions in which the Death/Funeral Benefits are to be paid, the Trustee may pay the Death/Funeral Benefits to the Nominated Dependents in such proportions as the Trustee shall in the Trustee's absolute discretion deem fit.
- 6.3.3 If the deceased Member has failed to nominate a Nominated Dependant the Trustee may pay the Death/Funeral Benefits to such person or persons who would have been eligible to be nominated as a Nominated Dependant and if the Trustee so determines to more than one such person as the Trustee shall in the Trustee's absolute discretion determine.

7. CLAIMS

7.1 Making a Claim

- 7.1.1 An Eligible Beneficiary who believes he/she may be entitled to be paid Sickness/Accident Benefits or Dispute Benefits by the Trust shall make a claim on the Trust by completing and lodging a claim form with the Trustee, in the format specified by the Trustee from time to time as published in the Newsletter ("**Claim**").
- 7.1.2 An Eligible Beneficiary shall make a Claim within the following time periods ("**Final Date for Lodgement**"):
- (a) in the case of a Claim for Sickness/Accident Benefits, the Claim must be lodged within twenty-eight (28) days of the Member's return to work with the Service; and
 - (b) in the case of a Claim for Dispute Benefits, the Claim must be lodged within twenty-eight (28) days of the Member's return to work with the Service following the industrial dispute.
 - (c)
- 7.1.3 The Trustee shall have a discretion to accept any Claims which are lodged after the Final Date for Lodgement.

7.2 Assessment

- 7.2.1 All Claims shall be assessed by the Trustee.
- 7.2.2 Following the lodgment of a Claim, the Trustee shall assess the Claim within twenty eight (28) days.

7.3 Rejection of Claims

- 7.3.1 The Trustee may reject any Claim in its absolute discretion.
- 7.3.2 In the event that the Trustee fails to assess a Claim within the time period set out in clause 7.2.2, the Claim shall be taken to be rejected by the Trustee.

7.4 Notification

As soon as reasonably possible after a Claim has been assessed, but at least within fourteen (14) days of the determination, the Trustee shall notify the Eligible

Beneficiary of the determination. If the Claim was rejected, the Trustee shall set out in the written notice the grounds for the rejection of the claim ("**the Notice of Rejection**").

7.5 **Appeal**

7.5.1 In the event that an Eligible Beneficiary disputes the Trustee's decision to reject his/her claim, the Eligible Beneficiary may within twenty-eight (28) days of the date of the Notice of Rejection request in writing to the Trustee ("**the Appeal Notice**") that the question of the Eligible Beneficiary's entitlement to the Sickness/Accident Benefits or Dispute Benefits claimed be reviewed ("**the Review**").

7.5.2 In seeking a Review the Eligible Beneficiary shall ensure that the Appeal Notice includes:

- (a) Details of the Eligible Beneficiary;
- (b) Details of the Claim;
- (c) Written confirmation that the Eligible Beneficiary shall be bound by the determination of the Review in accordance with this clause; and
- (d) Such other information or materials as the Eligible Beneficiary may readily determine relevant for the Review.

7.5.3 Within twenty eight (28) days of receipt of the Appeal Notice, the Trustee shall request the Welfare Fund to convene a meeting of the Appeals Committee and shall provide all details of and all relevant information relating to the Claim including a copy of the Appeal Notice and any documents accompanying the same to the Appeals Committee, to enable the Appeals Committee to review the Trustee's decision in accordance with the Rules establishing the Appeals Committee.

7.5.4 The Trustee agrees to be bound by the decision of the Appeals Committee as to the question of an Eligible Beneficiary's entitlement to the Sickness/Accident Benefits or Dispute Benefits claimed.

7.5.5 On being advised of the decision of the Appeals Committee the Trustee shall as soon as reasonably possible, but at least within fourteen (14) days, notify the Eligible Beneficiary of the Appeal Committee's decision and (if applicable) include any payment due to the Eligible Beneficiary for the Claim.

8. **OTHER**

8.1 **No Entitlement to Benefits**

In the event that:

- (a) a Member ceases to be a Full Member; or
- (b) a Member fails to make the contributions required by clause 9.1

the Member shall cease to be an Eligible Beneficiary and the Member and his/her Nominated Dependants shall not be entitled to any Benefits from the Trust.

8.2 Deed of Indemnity

8.2.1 The Trustee may require a Beneficiary who claims or is being paid Benefits to execute a Deed of Indemnity in such form as the Trustee determines from time to time.

8.2.2 A Beneficiary requested to execute a Deed of Indemnity under clause 8.1 shall not be entitled to payment of Benefits as claimed or otherwise unless or until they deliver the executed Deed of Indemnity to the Trustee, together with any other documents or assurances the Trustee may require.

9. INCOME AND CAPITAL

9.1 Funding

The Trust shall obtain funds from whatever sources available, including Members making contributions to the Trust Fund of an amount determined by the Trustee from time to time as published in the Newsletter. The rate of contributions to the Trust as at the date of this Deed is as set out in Schedule Four.

9.2 Determination as to Application of Funds

The Trustee may from time to time until the Vesting Day in the absolute and unfettered discretion of the Trustee determine with respect to all or any part or parts of the net income and capital of the Trust Fund to do all or any of the following, namely:

9.2.1 to pay, apply or set aside the same for any one or more of the Eligible Beneficiaries living or in existence at the time of the determination for the objects described in clause 3; and/or

9.2.2 to accumulate the same.

9.3 Rules Relating to Trustees Determination

The following rules shall apply to any determination made pursuant to Clause 9.2 namely:

9.3.1 a determination to pay, apply or set aside any amount for any Beneficiary may be made by placing such amount to the credit of such Beneficiary in the books of the Trust Fund or by drawing any cheque in respect of such amount made payable to or for the credit or benefit of such Beneficiary or by paying the same in cash to or for the benefit of such Beneficiary;

9.3.2 the Trustee shall have a complete and unfettered discretion as to the making of any determination and shall not be bound to assign any reason therefor;

9.3.3 in making any determination to pay, apply or set aside any amount the Trustee may determine to pay apply or set aside such amount to or for or divide the same between different Beneficiaries in such proportions and in

such manner as the Trustee in the absolute discretion of the Trustee thinks fit;

- 9.3.4 without limiting the ability of the Trustee to make a determination by other means the Trustee may effect a determination for the purposes of this clause by oral declaration or by written statement whether or not published to any person and a certificate by the Trustee as to any determination shall be prima facie evidence that such determination was made as and when set out in such certificate.

9.4 Minutes

Any decision of the Trustee under this Clause 9 shall be recorded in a written minute and such minutes shall be signed by the Trustee and kept with the accounts and records of the Trust Fund and upon such decision being recorded it shall be irrevocable with respect to the income of the year to which it relates.

10. NON PROFIT

The income and capital of the Trust Fund shall be applied solely in furtherance of the objects set out in clause 3 and no portion shall be distributed directly or indirectly otherwise except as bona fide compensation for professional services in accordance with clause 18 or expenses incurred on behalf of the Trust Fund.

11. POWERS OF TRUSTEE

11.1 General Power of Investment

The Trustee may invest any moneys which form part of the Trust Fund in any investment authorised by the Trustee Act 1936 (South Australia) for the investment of trust funds.

11.2 Other Powers

The Trustee shall have the power to do anything in pursuit or promotion of the objects of the Trust as described in clause 3.

12. NON MERGER OF TRUST FUNDS

Nothing contained in this Deed shall require or cause the Trustee to join the Trust Fund the subject matter of this Deed with any other trust fund referred to in any other Deed of Settlement (whether created by the Settlor or any other person) so as to cause any two or more trust funds to become one trust fund but the Trustee shall keep the Trust Fund the subject matter of this Deed entirely separate and distinct from any other trust fund.

13. DISCRETIONS OF TRUSTEES

Subject always to any express provision to the contrary herein contained every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in the Trustee shall be exercisable in the absolute and uncontrolled discretion of the Trustee and the Trustee shall have the like discretion in deciding whether or not to exercise any such power.

14. GENERAL DELEGATION OF POWERS

The Trustee may at any time and from time to time delegate to any person or body corporate or persons or bodies corporate all or any of the powers authorities and

discretions vested in the Trustee and may revoke any such delegation and at any time and from time to time appoint any person or body corporate or persons or bodies corporate to act as the Trustee's agent attorney or sub-trustee or agents attorneys or sub-trustees for the Trustee for the purposes of selling converting collecting getting in and executing effecting assurances of managing or investing or otherwise administering any property real or personal movable or immovable subject to or forming a part of the Trust Fund whether situated in the State of South Australia or elsewhere throughout the world or for the purposes of entering into any transaction to acquire or to purchase (whether on credit or on terms or otherwise) or to accept (whether by way of gift or otherwise) any property real or personal movable or immovable which upon such acquisition purchase or acceptance shall become subject to and shall form part of the Trust Fund whether such property is situated in the State of South Australia or elsewhere throughout the world and may revoke any such appointment and may execute any Powers of Attorney or other instruments necessary to effectuate any such purpose.

15. TRUSTEE MAY EMPLOY OTHERS

The Trustee shall not be bound in any case to act personally but shall be at full liberty to act as manager or to employ any contractors managers solicitors accountants clerks workmen employees or servants or any agents to transact all or any business of whatever nature required to be done in the premises including the receipt and payment of money and the Trustee shall decide the remuneration to be allowed and paid and all charges and expenses so incurred.

16. EXCLUSION OF LIABILITY

16.1 Trustee not liable for Loss

No Trustee shall be responsible for:

16.1.1 any loss or damage occasioned by the exercise of any discretion or power hereby or by law conferred on the Trustee or by failure to exercise any such discretion or power; or

16.1.2 any breach of duty or trust whatsoever unless it shall be proven to have been committed made or omitted in personal conscious fraudulent bad faith by the Trustee charged to be so liable.

16.2 Deemed Notice

All persons claiming any beneficial interest in over or upon the property subject to this Deed shall be deemed to take with notice of and subject to the protection hereby conferred on the Trustee.

17. INDEMNITY

The Trustee shall be entitled to be indemnified out of the assets for the time being comprising the Trust Fund against liabilities incurred by the Trustee in the execution or attempted execution or as a consequence of the failure to exercise any of the trusts authorities powers and discretions hereof or by virtue of being the Trustee hereof provided however that neither the Settlor nor any Beneficiary (as such) shall be liable personally to indemnify contribute to or reimburse the Trustee or any creditor of the Trustee or other person claiming against or through the Trustee notwithstanding any rule of law or equity to the contrary.

18. PROFESSIONAL CHARGES

Any Trustee hereof and any director or shareholder of a Trustee being a company who may be a solicitor or accountant or any firm of which he/she may be a member shall be entitled to make all usual and proper charges for both his/her professional and other services and disbursements in the administration of the trusts hereof and for his/her time and effort that he/she would have been entitled to make if not a Trustee and so employed.

19. SOLE TRUSTEE

A sole Trustee hereof for the time being is hereby authorised notwithstanding that he, she or it is the sole Trustee to receive capital and other moneys and to give valid and effectual receipts therefor for all purposes.

20. VARIATION OF TRUST

20.1 Trustee may Vary Deed

Subject to clause 20.2, the Trustee for the time being may at any time and from time to time by Deed revoke add to or vary all or any of the provisions of this Deed or any variation alteration or addition made hereto from time to time and may by the same or any other Deed or Deeds declare any new or other trusts or powers concerning the Trust Fund or any part or parts thereof but so that the law against perpetuities is not thereby infringed and without limiting the generality of the foregoing such new or other trusts powers discretions alterations or variations may vary wholly or in part all or any of the provisions herein contained relating to the Trust Fund or the investment thereof or to the Trustee's powers or discretions but shall not affect the beneficial entitlement to any amount set aside for any Beneficiary prior to the date of the variation alteration or addition.

20.2 Restriction

No changes shall be made to this Deed:

20.2.1 Which result in any approval or endorsement given by the Commissioner of Taxation being cancelled; or

20.2.2 Which change the objects set out in clause 3.

20.3 Deed Incapable of Revocation or Variation

Except as provided in the preceding Clause 20.1 these presents shall not be capable of being revoked added to or varied.

21. CHANGES IN TRUSTEE

Notwithstanding anything herein expressed or implied:

21.1 Determination of Office

The office of a Trustee shall be ipso facto determined and vacated if such Trustee being an individual is found to be a lunatic or of unsound mind or commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966 (as amended) or without the consent of the other Trustees (if any) remains out of the place in which this Trust Fund is for the time being administered for more than twelve (12) months or if such Trustee being a company enters into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction).

21.2 **Resignation of Trustee**

Any Trustee and any person who may by succession become a Trustee may resign or renounce such position by notice in writing to the remaining Trustee (if any) and forthwith upon the giving of such notice the person giving the same shall for all purposes cease to be a Trustee or to be a person who may by succession become a Trustee (as the case may be) but any such person shall remain eligible to be appointed a Trustee pursuant to the powers of appointment contained in this Deed provided that a sole surviving Trustee shall not resign except upon appointing a new Trustee or new Trustees in his/her or its place.

21.3 **Notices of Change**

A copy of all notices or changes in the trusteeship shall be recorded in the Trustee's minutes and such a record shall be sufficient evidence to any person having dealings with the Trustee of this Deed as to the facts to which it relates.

21.4 **Reliance on Notices**

Any person dealing with the Trustee of the Trust Fund may rely upon a copy of this Deed and of the Trustee's minutes certified by the Trustee or the Trustee's lawyer to the same extent as he/she might rely on the original.

21.5 **Discharge of Trustee**

Any person becoming a Trustee of the Trust Fund may accept the account rendered and the property delivered to him, her or it by the continuing Trustee or his, her or its predecessors in office without being bound to enquire further as to the assets of the Trust Fund.

22. **BANK ACCOUNT**

The bankers of the Trust Fund shall be such bankers or other financial institution as the Trustee may from time to time decide.

23. **ACCOUNTS AND RECORDS OF TRUSTEE**

23.1 **Trustee to Keep Records**

The Trustee shall keep complete and accurate records of all receipts and expenditures on account of the Trust Fund.

23.2 **Trustee to Report**

Promptly after the close of each Accounting Period the Trustee shall prepare a written accounting report (prepared in accordance with normally accepted accounting procedures) for that Accounting Period consisting of:

23.2.1 A balance sheet;

23.2.2 A statement of income and expenditure; and

23.2.3 A list of assets held at the close of such year.

24. **MODE OF EXERCISE OF POWERS AND DISCRETIONS**

24.1 **Determinations by Trustee**

Any determination by the Trustee in exercise of any power discretion or authority conferred on the Trustee by this Deed may be made in writing signed by the Trustee or by a resolution of the Directors of a sole corporate Trustee.

24.2 **Disagreement Between Trustees**

If there is more than one Trustee and if there is a disagreement between them on any matter affecting the Trust Fund or as to the exercise or omission or abstention from exercising any of the Trustees' powers and discretions hereunder then:

24.2.1 the matter for decision shall be referred to a vote of all the Trustees at a meeting of the Trustees; and

24.2.2 if there is a majority for or against the proposal the Trustees shall give effect to the wishes of such majority as though it were a decision by all the Trustees.

24.3 **Trustee's Interest**

The Trustee may not exercise or concur in exercising all powers and discretions under this Deed or by law if a Trustee or any director or shareholder of a Trustee being a company may have a direct or personal interest in the mode or result of exercising such power or discretion.

24.4 **Record of Decisions**

The exercise of any discretion or power conferred or imposed upon the Trustee or the making of any decision or determination by the Trustee:

24.4.1 Where the Trustee is a company may be exercised or made by a resolution of the Board of Directors or other governing body of the Trustee;

24.4.2 Whether or not any Trustee is a company shall be sufficiently evidenced if noted in minutes kept by the Trustee of its proceedings as Trustee and signed as a true record by the Trustee or a Director of the Trustee.

25. **NON-DISCLOSURE OF DELIBERATIONS**

Without prejudice to any right under the general law of the Trustee to refuse disclosure of any document it is hereby declared that the Trustee shall not be bound to disclose to any person any of the following documents namely:

25.1 **Documents Disclosing Deliberations**

Any document disclosing any deliberations of the Trustee (or any of them) as to the manner in which the Trustee should exercise any power or any discretion conferred upon the Trustee by this Deed or disclosing the reasons for any particular exercise of any such power or any such discretion or the material upon which such reasons shall or might have been based.

25.2 Documents Exercising Power or Discretions

Any other document relating to the exercise or proposed exercise of any power or any discretion conferred on the Trustee by this Deed (not being legal advice obtained by the Trustee at the cost of the Trust).

26. EXCLUSION OF SETTLOR

Notwithstanding anything herein expressed or implied:

26.1 Possession and Enjoyment of Trust Fund

The Trust Fund and the income thereof shall henceforth be possessed and enjoyed to the entire exclusion of the Settlor and of any benefit to the Settlor, by contract or otherwise.

26.2 Capital and Income of Trust Fund

No part of the capital or income of the Trust Fund shall be paid or lent to or applied for the benefit either directly or indirectly of the Settlor in any manner or in any circumstances whatsoever.

26.3 Exercise of Powers

No power hereby or by any appointment made hereunder or by law conferred upon the Trustee shall be capable of being exercised in such manner that the Settlor will or may become entitled either directly or indirectly to any benefit in any manner or in any circumstances whatsoever.

27. NAME OF TRUST

The trusts created by these presents shall be known by the name set forth in Recital C of this Deed.

28. ADEQUACY OF POWERS OF TRUSTEE

No person dealing with the Trustee shall be concerned to enquire as to the adequacy of the powers of the Trustee in relation to such dealing or as to the proper exercise by the Trustee of any of the powers authorities and discretions vested in the Trustee by the provisions of this Deed or as to the propriety or regularity of any transaction affecting the Trust Fund or any of the assets thereof or to see to the application of any moneys paid to the Trustees or to any person or corporation at the Trustee's direction and in the absence of fraud on the part of any such person dealing with the Trustee such dealing shall be deemed so far as the safety and protection of such person is concerned to be within the powers of the Trustee and to be valid and effectual accordingly and the receipt of the Trustee or the receipt of any person or corporation paid as aforesaid at the direction of the Trustee shall effectually discharge any such person dealing with the Trustee from all liability in respect thereof.

29. FAILURE OF TRUSTS/VESTING

In the event of the failure of the Trust Fund in whole or in part and whether capital or income the Trustee shall hold the same and the future income thereof or so much of the same as shall not have been absolutely vested or been applied under the trusts and powers contained in this Deed or under any statutory power upon trust to be applied for the objects as set out in clause 3 or transferred to another trust with similar objects.

EXECUTED as a Deed

SIGNED AND SEALED by
ALASTAIR JORDAN MARTIN
in the presence of:

Witness

THE COMMON SEAL of
**AMBULANCE SERVICE WELFARE
FUND NOMINEES PTY LTD** was affixed
in the presence of:

Director

Director/Secretary

Print Name

Print Name

SCHEDULE ONE

**AMBULANCE SERVICE WELFARE FUND TRUST ELIGIBLE BENEFICIARY APPLICATION
FORM**

I, **[INSERT NAME OF MEMBER]**, hereby apply to be included as an eligible beneficiary of the Ambulance Service Welfare Fund Trust ("**the Trust**").

I have read the Deed Establishing the Trust dated 2001 entered between Alistair Jordan Martin and Ambulance Service Welfare Fund Nominees Pty Ltd ACN 098 734 591 ("**the Trust Deed**") and I agree to be bound by its terms. In particular, I agree to make contributions to the Trust as required by clause 9.1 of the Trust Deed. I authorise the deduction of such amount from my salary or wages and consent to the Trust providing a copy of this authority to my employer.

.....
Signature

Dated this day of 2001

SCHEDULE TWO

SCHEDULE OF SICKNESS/ACCIDENT BENEFITS

The schedule of Sickness/Accident Benefits referred to in clause 4.2.3 shall be, until further notice:

Once a Member is not receiving Sickness Benefits from the Service or the Welfare Fund, after production of a doctor's certificate and a sickness/accident claim form being completed, the Fund shall pay to the Member an amount up to 75% of their base salary plus 5/6th of their rolled in rate.

Dated this day of 2001

Director
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust

Director/Secretary
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust

SCHEDULE THREE
DEATH/FUNERAL BENEFIT

The amount of a Death/Funeral Benefit payable to a Beneficiary under clause 6.1 shall be, until further notice, a lump sum payment of \$5,000.

Dated this day of 2001

Director
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust

Director/Secretary
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust

SCHEDULE FOUR
RATE OF CONTRIBUTION TO THE FUND

Contributions to the Trust payable pursuant to clause 9.1 shall be, until further notice:

\$6.00 per fortnight payroll deductions

Dated this day of 2001

Director
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust

Director/Secretary
Ambulance Service Welfare Fund
Nominees Pty Ltd as trustee of
the Ambulance Service Welfare
Fund Trust