

same in terms of clause 25.1.4 is entered into within two years of the date of expiry of this Agreement.

25.1.2 In the event of liquidation, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be dealt with in terms of clause 25.1.4 hereunder.

25.1.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 23 of the Act, a management committee shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, that any vacancy occurring on the Committee may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Management Committee being unable or unwilling to discharge its duties or in the event of a deadlock which, in the opinion of the Registrar of Labour Relations, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee.

If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, functioning in terms of clause 25.1.3 of this clause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed in accordance with the provisions of clause 25.1.4 hereof.

25.1.4 On the happening of all or any of the events dealt with in clauses 25.1.1, 25.1.2 and 25.1.3 above, the Council, management committee, trustee or trustees as the case may be, shall deal with any monies remaining to the credit of the Fund after payment of all claims against the Fund as specified in clause 25.1.2, (hereinafter referred to as the "balance") as follows:

25.1.4.1 On the happening of all or any of the abovementioned events, the Council, Management Committee, trustee or trustees will call a meeting in order to agree to the date upon which all contributions by both employers and employees will cease (hereinafter referred to as "the cut-off date"). From the cut-off date, no more contributions will be put in or taken out of the Fund, and employees will no longer be entitled to draw any further benefits in relation to the Fund. All doctors and other medical suppliers will be duly notified in writing of the cut-off date, and all employers and employees shall receive at least one (1) months written notice of the Sick Fund ceasing to operate.

25.1.4.2 All those employers and employees in good standing with regard to their contributions towards the Fund as at the date of the happening of any of such events shall be entitled to receive payment of a share of the balance of the Fund in such proportion to the amount that such employer or employee respectively have contributed towards the Fund, calculated prorate to the balance remaining in the Fund.

25.1.4.3 All employees, entitled to receive a payment in terms of sub-clause 25.1.4.2 above, shall ensure that the Secretary of the Council has been