

Scheme of Administration

This Scheme shall be called Scheme of Administration and shall govern the administration and distributions of the Seafarers' Provident Fund moneys collected pursuant to the Collective Agreements between the Employer of the Participants and SOS at the relevant time.

1. Interpretation

(1) In this Scheme, unless the context otherwise requires:

"Administrative Committee" means the Committee appointed by the Executive Committee of the SOS to oversee the dissolution of the SPF Scheme and the administration and distributions of the SPF moneys pursuant this Scheme. This Administrative Committee shall consist of a minimum of three (3) members and a maximum of seven (7) members of which at least one (1) each must be from category (a) and (b) member(s) as follows:-

- (a) Two (2) from SOS;
- (b) Two (2) from the Employer; and
- (c) Three (3) independent members

"Costs of administration and/or distribution of SPF moneys" mean the costs incurred from the administration and distributions of the SPF moneys;

"Costs of foreign transaction and/or payment of SPF moneys" mean the costs incurred from making the foreign transaction and/or payment of SPF moneys to the Participants outside Singapore;

"Employer" means the employer of the Participant;

"Executive Committee" means the Executive Committee of the SOS;

"General Fund Account" means SOS's existing or new fund or such fund used for administration and operation expenses, charity, training and education of the members of SOS as decided in the absolute discretion of SOS;

"Manager" means the manager of the Scheme, being STPL;

"Participant's Account" means the individual account of the Participant with TLC for the contribution by the Employer under the SPF Scheme transferred to the Manager;

"Payable amount of the SPF moneys" means the amount of SPF moneys due to the Participants after the deduction of: -

- (a) Costs of dissolution of the SPF Scheme;
- (b) Costs of foreign transaction and/or payment of the SPF moneys;
- (c) Costs of administration and/or distribution of the SPF moneys to the Participants;
and
- (d) Cost incurred for recovery of the outstanding contributions from the Employers, if applicable.

"proper claimant" means the Participant, the duly authorized nominee of the Participant, his assign or successor in title or such legal representative duly recognized in law applicable to the Participant;

"Scheme" means this scheme of administration approved by the SOS for the distribution of the SPF moneys to the Participants upon the dissolution of the SPF Scheme;

"SOS" means the Singapore Organisation of Seamen and its successors and assigns.

"SPF contribution" means the contribution made by the Employer to the SPF for the benefit of the Participant;

"SPF moneys" means the moneys standing to the credit of the Participant transferred by TLC to STPL upon dissolution of the SPF Scheme;

"SPF Scheme" means the SOS Seafarers' Provident Fund now dissolved and administered under this Scheme;

"STPL" means Seacare Thrift Pte Ltd;

"TLC" means the NTUC Thrift and Loan Co-operative Limited and its successors and permitted assigns;

"Withdrawal form" means the withdrawal form at Schedule 1.

- (2) In this Scheme, unless the context otherwise requires:
 - (a) words importing the singular includes the plural and vice versa;
 - (b) words importing the masculine gender include the feminine and neuter gender;
 - (c) a reference to any party to this Scheme includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (d) headings appearing in this Scheme are inserted only as a matter of convenience and in no way define limit or describe the scope or intent of the clauses in this Scheme nor in any way affect the terms therein; and
 - (e) all the money terms are in Singapore dollars;
- (3) Unless otherwise provided in this Scheme, the definitions provided in Section 1, Interpretation, SOS Seafarers' Provident Fund Regulations shall apply.

2. Dissolution of SPF Scheme

- (1) The SPF Scheme shall be terminated with effect from 30th June 2012 and the Employers' obligation to contribute to the SPF Scheme shall be suspended with effect from 30th June 2012 after the contribution for the 2nd quarter of the year 2012.
- (2) TLC shall continue to collect the contribution from the Employers up to 31st December 2012 for the contribution due up to the 2nd quarter of 2012 due and payable by 30th June 2012.
- (3) The collection of SPF contributions from the Employers will be up to the 2nd quarter of 2012 including such outstanding contributions as at 30th June 2012.
- (4) All the SPF moneys standing in the Participants' Accounts with TLC shall be transferred to a SPF Participants' Special Account opened by the Manager for the purpose of safekeeping of the SPF Scheme moneys.
- (5) TLC shall transfer all accounts of the Participants to the Manager for its administration of the distribution of the payable amount of the SPF moneys due to the Participants.

3. Intention of the Scheme of Administration

- (1) This Scheme takes effect from 20th September 2012.
- (2) The purpose of this Scheme is to regulate the distribution of the SPF moneys upon the dissolution of the SPF Scheme, sets out the responsibilities and obligations of the parties including but not limited to, the Manager and the Administrative Committee.

- (3) The aim of this Scheme is to protect the interests of the SPF Scheme Participants in respect of their SPF moneys.
- (4) This Scheme shall be effective from the 20th September 2012 in place of the SPF Scheme.

4. Notification of dissolution of the SPF Scheme and the distribution of SPF moneys

- (1) The Manager shall on behalf of SOS serve notice in respect of the dissolution of the SPF Scheme and the distribution of the SPF moneys to the Employers and the SPF Scheme Participants (where addresses and contacts information are available), in SOS's bi-monthly magazine of SOS and counterpart unions at the various jurisdictions of the Participants.
- (2) The Manager shall provide update of this Scheme, where applicable, on the official website of SOS at www.osea.org.sg.
- (3) Where practicable, the Manager shall also effect a publication of the dissolution notice and the administration of this Scheme in the local Singapore daily English newspaper and in a well known local newspaper in the Philippines.
- (4) Methods of notification

The notice of dissolution of the SPF Scheme and the administration of this Scheme shall be deemed to have been duly served on a SPF Scheme Participants under any of the following circumstances: ~

- (a) if by emails to the last known e-mail address of the Participant and deemed served on the date and at the time stated in the electronic acknowledgement of receipt by the Participant;
- (b) if by post within Singapore, within 2 clear working days ;
- (c) if by post outside Singapore, within 5 clear working days ;
- (d) upon the publication of the dissolution notice and administration of this Scheme on the official web-site of SOS;
- (e) upon the publication of the dissolution notice and administration of this Scheme in the bi-monthly magazine of SOS; or
- (f) in the local Singapore daily English newspaper and well known local newspaper in the Philippines.

The method of notifications shall be subject to the sole discretion of the Manager depending on the effectiveness of the method.

5. Distribution of SPF Scheme Fund

- (1) TLC has terminated its services as co-Administrator of the SPF Scheme on 30th June 2012. The SPF moneys including accrued interest will be transferred to the Manager. TLC shall cease all collection services with effect from 31st December 2012 and transfer the SPF moneys received from the Employers to the Manager from time to time upon collection of the contributions until 31st December 2012.
- (2) The Manager shall as soon as practicable upon receipt of the SPF moneys from TLC deposit the same into a SPF Participants' Special Account.
- (3) The SPF moneys due to the Participants shall be deemed crystallized both principal (including contribution from Employers for outstanding received by TLC up to 31st December 2012) and interest as at 30th June 2012.
- (4) Subject to verifications of Participants' accounts and money due to the Participants, the Manager shall commence the distribution of the Payable amount of the SPF moneys to the Participants in January 2013.

- (5) The Participants shall complete the Withdrawal Form with the required information, including but not limited to, identification, occupation, the method of withdrawal or any supporting documents as may be required at the sole discretion of the Manager duly verified to the Manager to establish the proper claimant.
- (6) The Participants may submit their completed Withdrawal Form to the Manager with effect from the date of notifications provided in Clause 4(4). Within 60 days from the date of the receipt of the forms in good order, the Manager will assess the forms verifying the information such as identification and the Payable amount of the SPF Scheme moneys due to the Participant. Once the application is approved by the Administrative Committee, the Manager shall pay out the Payable amount of the SPF Scheme moneys to the Participant.
- (7) The Administrative Committee may at its sole discretion approve or reject any application for pay out with or without conditions as the Administrative Committee deems fit.
- (8) The Payable amount of the SPF Scheme moneys as approved by the Administrative Committee shall be final and conclusive as to the amount due to the Participant upon dissolution of the SPF Scheme.
- (9) The Participants shall have no claim whatsoever against SOS, the Administrative Committee of this Scheme or the SPF Scheme, the Manager or TLC upon payment of the Payable amount of SPF Scheme moneys to the Participants.

6. Responsibilities and obligations of the Manager

- (1) The Manager is appointed by SOS to assist in the administration of the Scheme. The terms of the appointment of the Manager are provided in the service agreement dated 20th September 2012.
- (2) Responsibilities of the Manager:
 - (a) The Manager shall prepare such notices as required under Clause 4 on behalf of SOS;
 - (b) The Manager shall promptly review and exercise due diligence in performance of its duty to ensure that the Participants or the proper claimants of the Participants are verified and referred to the Administrative Committee for approval to pay out the Payable amount of SPF moneys due to the Participants; and
 - (c) The Manager shall pay out the Payable amount of SPF moneys due to the Participants immediately upon approval by the Administrative Committee.
- (3) Obligations of the Manager:
 - (a) The Manager shall ensure that upon receipt of the SPF moneys from TLC, the said funds are deposited into a SPF Participants' Special Account with a reputable bank or financial institutions approved by the Monetary Authority of Singapore (MAS);
 - (b) The Manager shall not at any time co-mingle its own funds with the SPF moneys held in the SPF Participants' Special Account;
 - (c) The Manager shall keep separate financial account for the SPF Participants' Special Account including such pay out as approved by the Administrative Committee as well as cost and expenses incurred in the administration of this Scheme;
 - (d) The Manager shall allow the appointed auditor of SOS access to all financial account and documents with regard to the administration of this Scheme at all

times;

- (e) The Manager shall not in any event withdraw or pay out any funds from the SPF Participants' Special Account of the SPF moneys without the approval of the Administrative Committee;
- (f) The Manager shall update the Administrative Committee regularly of the administration of this Scheme including but not limited to the number of Participants who have made claims for pay out, the balance SPF moneys in the SPF Participants' Special Account and the issues arising from the administration of this Scheme; and
- (g) Where required by the Administrative Committee, to provide any information required by the Administrative Committee.

7. **Responsibilities and obligations of Administrative Committee**

- (1) The Administrative Committee is constituted by the SOS to ensure that the interest of the Participants in the SPF moneys is protected at all time and the administration of this Scheme is subject to due compliance by the Manager.
- (2) Responsibilities of the Administrative Committee
 - (a) The Administrative Committee shall meet at least quarterly to consider and approve the pay out applications submitted by the Manager;
 - (b) In times when the Administrative Committee are not able to meet, a resolution in writing signed by a majority of the Administrative Committee shall be as valid and effectual as if it had been passed at a meeting of the Administrative Committee duly called and constituted, and may consist of several documents in like form each signed by one or more of the Administrative Committee. The expressions "in writing" and "signed" include approved by telefax, telex, cable, telegram, facsimile, electronic mail or any form of electronic communication approved by the Administrative Committee for such purpose from time to time;
 - (c) The Administrative Committee shall ensure that the Manager acts promptly upon receipt of the Withdrawal form from the Participants; and
 - (d) Refer any matters which cannot be resolved by the Administrative Committee with regard to this Scheme to the Executive Committee for resolutions. In this regard, the decision of the Executive Committee shall be final and binding.
- (3) Obligations of the Administrative Committee
 - (a) The Administrative Committee shall use its best endeavour to verify and confirm all requests for pay out submitted by the Manager;
 - (b) Where any issues arise with regard to the administration of the Scheme by the Manager, to deal with the issues promptly and at all time in the interest of the Participants;
 - (c) To do the necessary audit of the administrative process of the Scheme from time to time including request for confirmation with documentary support to ensure that the SPF moneys are held in the SPF Participants' Special Account and are not mingled with the Manager's funds; and
 - (d) The Administrative Committee shall update the Executive Committee from time to time as to the status of the administration of the Scheme.
- (4) Upon the termination of the Scheme pursuant to Regulation 9(1) below, the Administrative Committee may remain as constituted for the sole purpose of managing the distribution of the SPF money administratively.

- (5) In the event where the Administrative Committee remains constituted after the termination of the Scheme, Regulation 9(3) shall not apply in this regard and the Administrative Committee shall be dissolved no later than 12 months from the date of the termination of the Scheme.

8. Costs of Administration due to the Manager

- (1) The Manager shall have the discretion to place the SPF moneys in the SPF Participants' Special Account whether current or fixed deposit in part or whole. In the event the SPF moneys are placed in fixed deposits, the Manager shall ensure that such fixed deposits enable the pay out to the Participants within 60 working days from the approval by the Administrative Committee of payment to the Participants or the proper claimants of the Participants.
- (2) The accrued interest earning on the SPF Participants' Special Account shall be used to pay the administrative cost incurred by the Manager in the administration of the Scheme.
- (3) An administrative fee of 2.8% or such other amount as may be approved by the Executive Committee shall be deducted from the SPF moneys received from TLC due to each Participant's account before the pay out of the Payable amount of the SPF moneys to the Participant or the proper claimant of the Participant.
- (4) Such accrued interest earning and administrative fee refer to in Clauses 8(2) and (3) shall be duly transferred to the Manager's administrative account for the purpose of payment of administrative cost to the Manager.
- (5) The administrative cost due to the Manager shall be on a reimbursement basis. The Manager shall submit its monthly expenses claims to the Administrative Committee for approval prior to any payment of reimbursement.
- (6) The administrative cost due to the Manager includes but not limited to staff cost, office or ancillary expenses related to the administration of the Scheme, legal and accounting cost.
- (7) Upon expiry of the term of this Scheme as provided in Clause 9, the Manager shall present a final account to the Administrative Committee for verification and approval. Any excess of accrued interest earning and administrative fee remaining in account shall be transferred by the Manager to the General Fund Account.

9. Period of Scheme

- (1) This Scheme to effect the distribution of the SPF moneys to the Participants or the proper claimant of the Participants will terminate on 30th September 2021.

[amended pursuant to Regulation 13 on [11 Dec 2017]]

- (2) All claims for withdrawal by the Participants must be made at least 30 days prior to the termination of this Scheme.
- (3) Upon termination of this Scheme, the Participants shall not be entitled to any claims whatsoever for the SPF moneys.
- (4) The SPF moneys remaining in the SPF Participants' Special Account held by the Manager shall be transferred to the General Fund Account for the purpose of the said fund and benefits of members of SOS.

10. Audit

- (1) The Manager shall subject the SPF Participants' Special Account and the

administration of this Scheme by the Manager to an audit on an annual basis by an auditor approved by the Administrative Committee.

- (2) A final audit shall be conducted by the said approved auditor prior to the transfer of the remaining SPF moneys in the SPF Participants' Special Account to the General Fund Account.

11. Exclusion of Liability

The SOS, Executive Committee, Administrative Committee or the Manager shall not be liable to the Participants or any other persons for any loss or damage arising out of or in connection with the administration of this Scheme and no Participants or any other persons may make any claims against the SOS, Executive Committee, Administrative Committee or the Manager for any cause whatsoever, save in the case of fraud.

12. Notice

- (1) Any notice to be given under this Scheme to the Manager shall be made in writing.
- (2) Any notice or document required to be served, delivered or given with regard to this Scheme shall be deemed sufficiently served on SOS if forwarded by post or facsimile to the Manager.

13. Amendments to Scheme

The Administrative Committee shall have the power to review and amend this Scheme with the approval of the Executive Committee from time to time and any such amendments will take effect on the date specified by the Administrative Committee provided always such review and amendments are in the interest of the Participants and for the efficacy of the administration of this Scheme.

14. Applicable law

This Scheme is governed by the Laws in force in Singapore.

15. Jurisdiction

In relation to any legal action or proceedings arising out of or in connection with this Scheme, all relevant parties including the Participants shall irrevocably submit to the non-exclusive jurisdiction of the courts in Singapore.

Schedule 1

SOS Seafarers' Provident Fund

Application Form for Withdrawal of SPF

I/We hereby apply to receive SOS Provident Fund.



seAcAre

Seacare Thrift Pte Ltd
52 Chin Swee Road #08-00
Seacare Building Singapore 169875
Tel: +65-63795666
Fax: +65-68363976
E-mail: thrift@seacare.com.sg
Website: www.seacare.com.sg

For SOS use only

Thrift ID:

IMPORTANT:

Please write clearly and provide correct and complete information as incomplete withdrawal form will delay the application process.

Please enclosed certified true copies of required documents. Signature of claimant is to be witnessed by authorised personnel.

SPF Account Holder's Personal Particulars

Name as in Passport			
Residential Address			
Passport Number		Date of Birth	
Contact Numbers			
Email			

Member / Nominee's Bank Details

Payment Mode: Cheque / Bank Draft / Telegraphic Transfer (Please specify one only, Bank charges applies)			
Type of Currency			
Name as per Bank Account			
Bank Name			
Bank Swift Code		Branch Name	
IFSC Code #			
Account Number			
Address of Bank			

Note: # For Bank accounts in India, please fill in.

**** This section is only to be completed by nominee / beneficiary under labour agreement, otherwise please ignore.**

Nominee / Beneficiary's Name			
Relationship to Member		Contact Number	
Nominee / Beneficiary's Signature & Date		Witness's Name, Signature, Stamp & Date	

SOS Seafarers' Provident Fund



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52 Chin Swee Road #08-00
Seacare Building Singapore 169875
Tel: +65-63795666
Fax: +65-68363976
E-mail: thrift@seacare.com.sg
Website: www.seacare.com.sg

Application Form for Withdrawal of SPF

Terms and Conditions of Withdrawal

- 1) This withdrawal is subject to the terms and conditions of the Scheme of Administration for the SPF moneys (the Scheme).
- 2) All incomplete application form will be rejected.
- 3) All application for withdrawal of SPF moneys shall be made by 31st August 2021 being 30 days before the expiry of the Scheme. Application for withdrawal received after 31 August 2021 shall not be entertained.
- 4) By filling in this application form, you acknowledge and accept that disclosure of your Information to our Affiliates or Participants or such other third party for the purpose of providing you with the required services. Such disclosure and use of such Information may be necessary or inevitable for the purposes of giving effect to any Instruction from you. Failure to allow such disclosure, access to or use of your Information may result in our inability to offer or continue to offer the Services to you. Seacare Thrift Pte Ltd as the Manager of the Scheme reserves the rights to request for further supporting documents or verification to determine the proper identification of the Member or the Member's proper claimant.
- 5) By providing Personal Data relating to a third party (e.g. information of your dependent, spouse, children and/or parents) to us, you represent and warrant that the consent of that third party has been obtained for the collection, use and disclosure of the Personal Data for the purposes listed above.
- 6) You may withdraw your consent given for any or all purposes set out in this application in writing to us. If you withdraw your consent to any or all purposes and depending on the nature of your request, SOS and Seacare Thrift Pte Ltd may not be in a position to continue to provide our products or services to you.
- 7) Your Personal Data is retained to the extent one or more of the purposes for which it was collected remains valid and for other legal or business purposes for which retention may be necessary.
- 8) Our authority to collect, use or disclose Information as set out in this Clause shall survive the termination of this Part, and our rights and abilities under this Clause shall be in addition to and without prejudice to our other rights of disclosure under and pursuant to the Singapore Personal Data Protection Act or any other statutory provisions and in law and nothing herein is to be construed as limiting any of those other rights.
- 9) All bank and remittance charges shall be borne by the Member or the Member's proper claimant. The final payout of the SPF moneys is subject to the terms and conditions of the Scheme of Administration.
- 10) The payout amount of the SPF moneys as approved by Seacare Thrift Pte Ltd and the Administrative Committee of the Scheme shall be final and conclusive.
- 11) The SOS, the Executive Committee of SOS, the Administrative Committee of the Scheme and Seacare Thrift Pte Ltd shall not be liable to any claims whatsoever suffered by you or any User as a result of any disclosure of any Information which you have consented to us collecting, using or disclosing or where such collection, use or disclosure is allowed under the applicable laws in Singapore upon payment of the SPF moneys to the Member or the Member's proper claimant.
- 12) For any enquiries on personal data protection matters, please refer to www.sea.org.sg.

PLEASE SIGN HERE

Applicant's Signature / Date

Witness's Name / Organisation Name & Stamp

Witness's Signature / Date