1. CONSTITUTION AND REGULATIONS

1.1 The name of the Association is the Group Burial Association trading as GBA.

1.2 The GBA has the right to sue and to defend matters in its own name.

1.3 The registered offices of the GBA are situated in New Street, a small street off Joubert Street, Germiston.

1.4 All payments due to or payable by the GBA shall be effected in the currency of the Republic of South Africa at the registered offices of the GBA upon the understanding that management may effect payment in any other place upon which they decide.

1.5 The GBA is registered as a Friendly Society at the Financial Services Board.

2. REGULATION TAKING EFFECT

2.1 These regulations shall become effective on 1 January 2006 and replace all previous regulations and amendments thereto.

3. DEFINITIONS

3.1 In these regulations all words defined in the Act have the meanings ascribed thereto in the Act and, unless they are irreconcilable in context, all words and expressions indicating the male gender shall include the female gender and vice versa, words indicating the singular shall include the plural and vice versa, and the following words and expressions shall have the following meanings:

3.2 Dependant shall mean the spouse of a member, as well as a member's children or foster children.

3.3 Retirement age shall mean 63 years of age and all members - irrespective of the way in which they attained membership – shall pay up to this age. Ordained ministers; administrative and lecturing personnel at government and state supported schools, technical colleges, technikons and universities; member's children; a dependant's brother and/or sister that became a member; members of staff at the GBA; widow/widower members and divorced dependants pay up to the age of 63 years.

3.4 Board shall mean the board elected in terms of regulation 26.
3.5 Management committee members shall mean the management committee members elected in terms of regulation 31.

3.6 Training staff shall mean lecturing and administrative personnel employed by government and government supported schools, technical colleges, technikons, universities and colleges of education.

3.7 Ministers shall mean ordained ministers identified by their specific denominations for serving members of the church.

3.8 Service shall mean employment at Transnet (as defined in 3.17), the South African Police Services, the GBA, training staff and ministers.

3.9 Spouse shall mean a single spouse with whom a legal marriage had been entered into.

3.10 GBA shall mean Group Burial Association.

3.11 Divorced shall mean a divorced man/woman who became a member after the divorce in terms or regulation 8.2.

3.12 General Manager shall mean the General Manager appointed in terms of regulation 30.

3.13 Child shall mean a member’s child, including an illegitimate child, a child born after the death of its father, a stepchild and any other child considered an adopted child by the board for the purposes of these regulations; upon the understanding that the child shall be unmarried, younger than twenty one years of age and fully dependent on the member.

3.14 Contractor shall mean an undertaker who entered into an agreement with the GBA to render services on behalf of GBA.

3.15 Member shall mean a person who joined the GBA as a member without forfeiting membership.

3.16 Pensioners shall mean persons older than 60 years of age, irrespective of being employed by any institution or not.

3.17 Transnet shall mean all branches of Transnet Limited and its subsidiaries, including those that operated before the restructuring and those that were privatised after 23 May 1988.

3.18 Widow/widower member shall mean a widow/widower who became a member following the death of a spouse in terms of regulation 8.1.

3.19 Act shall mean the Act on Friendly Societies (Act 25 of 1956 as amended) and the regulations thereto.
4. OBJECTIVES
4.1 The objectives of the GBA are to:

(i) Collect membership fees from members;

(ii) Undertake burials/cremations of members and their dependants, or do so by means of contractors;

(iii) Pay the cash value in terms of regulations 19.1, 20 and 25.2 at the death of members and their dependants when the burials are not undertaken by the GBA or its contractor; and

(iv) Award benefits to members and dependants of the Railway Mutual Funeral Benefit Society where the names were included in the registers at the time of the amalgamation and when membership have not yet lapsed.

5. ELIGIBILITY FOR MEMBERSHIP

5.1 The following persons are eligible for membership of the GBA:

(i) A person employed by Transnet or the South African Police Services, training personnel, religious ministers, residents of Ekurhuleni and employees of GBA;

(ii) A member's child and/or foster child in terms of regulation 7.1;

(iii) The widower of a deceased member in terms of regulation 8.1;

(iv) The child of a deceased member in terms of regulation 9.1;

(v) The divorced husband of a member in terms of regulation 8.2;

(vi) A member's independent child, ie, a self-supporting child or a child aged 21 may join as a GBA member in his/her own capacity;

(vii) A widowed pensioner of Transnet, the South African Police Services, training personnel and religious ministers younger than 60 years whose spouses were employed previously by Transnet, the South African Police Services, training personnel and religious ministers;

(viii) A widowed pensioner of Transnet, the South African Police Services, training personnel and religious ministers older than 60 years whose spouses were previously employed by Transnet, the South African Police Services, training personnel and religious ministers, upon the understanding that he pays membership fees for 33 years at the rate that applied at the time of application in a lump sum and that, should he remarry, his spouse shall not be entitled to benefits. Such spouses may obtain membership by paying membership fees for 33 years subject to corresponding limits mentioned above; and
(ix) Pensioners, previously employed by Transnet or the South African Police Services, training personnel and religious ministers upon the understanding that he shall pay membership fees for 33 years for himself and a corresponding amount for his spouse.

5.2 Should a member who received benefits for a spouse remarry after 60 years of age, that spouse will not be registered as a dependant. Such a spouse must join as a member by paying membership fees for 33 years as a lump sum, subject to the restriction that only children may be registered as dependants.

5.3 All eligible persons aged over 60 interested in membership must pay a lump sum equal to membership fees for 33 years for himself and a corresponding amount for the spouse.

6. ACCEPTANCE OF MEMBERSHIP

6.1 All prospective members must complete and sign an application form provided by the GBA.

6.2 The management may accept or reject an application for membership.

6.3 Should an application be approved and if membership fees are paid in terms of regulation 14, a regulation book which also serves as proof of membership, shall be issued to the new member. Information pertaining to the member, his spouse, his children or foster children shall be recorded on the reverse side of the cover of the regulation book. The member or kin must report any family change, such as birth, marriage or death in writing to the General Manager within two weeks of any such change to the family. The regulation book must be attached to such notice. Management reserves the right to withhold a benefit subject to compliance of all the required regulations.

6.4 A member and/or his dependants may not be registered as 'dependants' of another membership should the spouses each be registered as individual members.

7. CHILDREN STARTING A CAREER, GETTING MARRIED, OR ATTAINING THE AGE OF 21 YEARS

7.1 Benefits for a member’s child or foster child lapses as soon as the child is gainfully employed, gets married or attains the age of 21, whichever occurs first. Such a child or foster child may become a member in his/her own right, even if the child is not employed by Transnet, the South African Police Services, as training staff or as religious minister, or live in Ekurhuleni. A member may apply for retained membership for a dependant if such dependant is declared bodily and/or mentally unfit for work on or before the dependant’s 21st birthday. Such application must be submitted within six months of the 21st birthday - if such dependant is still alive - to retain cover as a dependant.
Such applications must be submitted with a medical certificate confirming the disability. Should such a disabled dependant marry, or become self-supporting, the dependant must apply for membership in his/her own right from the appropriate date.

7.2 This rule also applies to the children of members of the Railway Mutual Funeral Benefit Society.

8. WIDOW/WIDOWER MEMBERS AND DIVORCED MEMBERS WHO WERE PREVIOUSLY DEPENDANTS OF ANOTHER MEMBER

8.1 If the member were to die, his widow may retain membership upon the understanding that she and her dependants are entitled to benefits on the same basis as when she was married.

8.2 In case of divorce the dependent spouse's benefit lapses. Such a person may apply for membership in his/her own right subject to regulation 14.1.

8.3 If a widow or divorced member in terms of regulation 8.1 and 8.2 remarries, the spouse may be registered as a dependant, provided that registration takes place within three months of the wedding day.

8.4 If the spouse of a widow is aged 36 or older, he is not entitled to registration as dependant. The widow shall be entitled to benefits for herself, the children of the former marriage and dependants from the marriage with the new spouse.

8.5 A spouse who is older than 36 may obtain membership by paying membership fees in terms of regulation 14.1.

9. ORPHANS

9.1 If both parents of a child should die, such child or foster child is entitled to membership and benefits, without having to pay membership fees until such child marries, accepts a full time position, or attains the age of 21, whichever happens first, upon the understanding that a disabled orphan may apply for retained membership in terms of regulation 7.1.

10. CONTINUATION OF MEMBERSHIP UPON TERMINATION OF EMPLOYMENT

10.1 If the member were to terminate employment before the retirement age, the member is entitled to retain membership by continuing to pay membership fees.

11. TERMINATING MEMBERSHIP

11.1 The membership of a member lapses when membership fees are three months in arrears. The GBA undertakes to inform the member in writing of the arrears pertaining to membership fees before membership lapses, at the last
known address of the member.

11.2 Claims arising after the membership lapses will not be acknowledged.

11.3 Terms for the reinstatement of membership

(i) Membership may be reinstated by paying membership fees from the date of non-payment until the current date at the prevailing rate for membership that applies to the member.

(ii) Should a person obtain membership of the GBA and such membership lapses owing to failure of payment of member fees, an application for reinstatement shall be considered if the repayment period exceeds one year. This condition shall be subject to regulation 5 in its entirety and shall not prohibit the execution of regulation 11.2.

12. REGISTRATION OF DEPENDANTS

12.1 A member may register the following blood relatives who shall be entitled to all benefits.

(i) A member's foster child, subject to regulation 7.1, if the blood relative being added is fully dependent on such member under usual circumstances - official proof to be submitted.

(ii) The member must submit proof that is satisfactory to management, in terms of the ages of all registered blood relatives, proving that the blood relative being registered is totally dependent on the member and that the member is financially responsible for such dependant.

(iii) Members that joined the GBA with effect from 5 September 1991, may only register a single spouse as dependant and may claim benefits for a maximum of six (6) children irrespective of the number registered.

12.2 With effect from 5 September 1991 a certified copy of a marriage certificate or marital relationship, as well as, a birth certificate shall be required for the registration of dependants.

13. EFFECTIVE DATE FOR MEMBERSHIP

13.1 Membership becomes effective upon receipt of the first membership fees.

14. MEMBERSHIP FEES

Existing members: See note at the end of regulation 25.

14.1
Subject to the conditions of this regulation, persons younger than 36 years pay R15,00 per month. The following amounts are charged beyond the age of 36:

36 – 40 years: R22 per month  
41 – 45 years: R29 per month  
46 – 50 years: R40 per month  
51 – 55 years: R63 per month  
56 – 60 years: R152 per month

14.2

(i) All members, irrespective of the way in which membership is obtained, shall pay membership fees up to the month in which they attain the age of 63.

(ii) Membership fees are not refundable if the remaining dependant of a member has attained the age of 63 at the time of the member's death.

15. PAYMENT OF MEMBERSHIP FEES

15.1 Membership fees are payable on or before the first day of the month for which such fees are due.

15.2 Membership fees may be paid in advance for a period. Such payment may be made in cash, per cheque (by mail or at the counter), or as arranged with the administrative department, monthly by debit order in which case the GBA will collect the amount monthly.

15.3 Should a new member wishes to use a payment method other than cash and wishes for immediate benefits, membership fees comprising at least two months’ fees must be paid in cash.

16. LEVY

16.1 In terms of regulation 36.5(v) specifying the following:

Subject to the conditions of Section 20 of the Act on Friendly Societies, the Board has the right to:

Charge a general or special levy and to collect such levy from members, upon the understanding that such levy be charged only upon the recommendation of an actuary. Should a member's benefits be fully paid up in terms of this regulation, the member is not subject to any levy.

17. BENEFITS

17.1 With effect from 5 September 1991 benefits shall be handled
as worthy claims for members and their nominated dependants only.

17.2 Upon receipt of proof of the death of a member or his registered dependant, the benefits set out in regulations 18 to 25 shall be supplied or paid. Should membership of the GBA lapses or should the member terminate membership, no benefits shall be payable or supplied in terms of such a member or his dependants.

18. FUNERALS, TRANSPORT AND SERVICES
18.1 Burials include the following:

(i) Should death occur in the Witwatersrand or within 80 km from a GBA branch, the GBA shall handle the burial, except in unusual cases. Such burial shall include a member coffin. The full costs of digging the grave, purchasing the grave, or the cremation costs shall be payable by the member or his dependants.

(ii) Should a member or his dependants decide not to use the GBA or other undertaker appointed by the GBA, only the assisting costs shall be paid in terms of regulation 20.

18.2 Transport within the defined 80 km area shall include the following:

(i) Removal of the mortal remains from the place of death, or the mortuary, to the site of the GBA,

Transport of the mortal remains in a hearse from the site of the GBA to the place where the burial shall take place and from there to the cemetery or crematorium closest to the residence of the deceased.

All other transport arrangements and costs shall be arranged by the member or his personal representative and the GBA assumes no responsibility for such arrangements and costs.

18.3 The execution of a burial includes the following services:

(i) Transport of mortal remains within the defined area;

(ii) Registration of the death;

(iii) Booking a grave or arrangements with the crematorium, depending on the particular case;

(iv) Provision of grave mats and lowering system;

(v) arrangements relating to cremation documents; and
18.4 The following services shall be provided at a fee which shall be determined by management from time to time:

(i) Song leaflets at the burial service;

(ii) Placing burial notices in newspapers;

(iii) A more expensive coffin than that provided for in terms of regulation 21;

(iv) Purchasing graves on behalf of members or their dependants;

(v) Professional services relating to cremations or burials; and

(vi) Transport services beyond the defined area and/or additional transport within the defined area.

19. DEATHS OUTSIDE DEFINED AREA

19.1 Should the death, burial or cremation take place outside or beyond the areas defined in regulation 18, the burial shall be undertaken by the contractors of the GBA. In such a case, the account of the contractor shall be paid in terms of an agreement mainly determined as follows:

(i) Adult .................................. R3 500,00

(ii) Fourteen years and older .......... R3 500,00

(iii) Six years, but younger than fourteen years.......R750,00

(iv) Still birth to younger than six years ......R250,00

(A) Upon the understanding that should the GBA provides a coffin in terms of regulation 21 at the request of the member or his personal representative, the costs of the coffin shall be deducted from the amount paid. No claim shall be paid without an official proof of death.

(B) In case of a private claim, an amount shall be paid according to the following scale:

(v) Adult ................................. R3 500,00

(vi) Fourteen years and older .......... R3 500,00

(vii) Six years, but younger than fourteen years.......R750,00
(viii) Still birth to younger than six years……….. R250,00

19.2 Notwithstanding the conditions mentioned in 19.1 above, an account of a maximum of R1 400,00 shall be paid for children aged 6 – 14 years and a maximum of R700,00 for children aged 0 – 6 years for direct burial costs and such amounts shall be paid only to the contractor. This payment of the account includes the above-mentioned 19.1 and shall not be an additional payment.

19.3 The member or his personal representative shall decide whether to use the GBA’s contractor and shall negotiate directly with the contractor. The contractor shall arrange all aspects of a burial determined in the agreement. The member or his representative shall hand his regulation book to the contractor and the contractor shall contact the GBA to confirm the integrity of the membership.

20. ASSISTANCE PAYMENT
20.1 An assistance payment shall be payable as follows:

R1 000,00 upon the death of a member, his spouse, child or foster child older than 14 years;

R100,00 upon the death of a child or foster child aged six to 14 years;

R50,00 upon the death of a child or foster child aged six years or younger;

upon the understanding that any costs for which the member or his dependants may be responsible for to the GBA in terms of additional burial or cremation costs may be assigned from this amount.

21. SPECIFICATIONS FOR MEMBER COFFINS
21.1 The coffin for an adult shall be made from an approved type of wood, always with a thickness of 22 mm. It will be polished in a dark or light shade.
The mountings shall consist of six shiny handles, two shiny lid decorations, a shiny name plate for engraving the name of the deceased, age and date of death, as well as, six shiny thumb tacks with shields.

21.2 In case of a child younger than fourteen years, a white coffin shall be supplied, comprising four shiny handles, two lid decorations and a name plate for engraving the name, age and date of death.
21.3 The inside of the coffin shall be lined and a shroud of good quality shall be provided.

21.4 Various other coffins, different from the member coffin, are available at an extra charge.

21.5 The specifications contained in these regulations are complied with wherever possible and management may change these depending on the circumstances.

**22. MISCARRIAGE**

22.1 No benefits are payable in case of miscarriage.

**23. TOMBSTONES**

23.1 The GBA shall not erect tombstones and shall not provide any benefits for the erection of tombstones.

**24. CREMATION**

24.1 A body may be cremated upon the request of a member or the personal representative of the member.

**25. RAILWAY MUTUAL FUNERAL BENEFIT SOCIETY**

25.1 All members and dependants of the Railway Mutual Funeral Benefit Society are bound to the constitution of the Railway Mutual Funeral Benefit Society as at the date of the amalgamation on 31 December 1968, subject to the following amendment:

That with effect from 1 January 1978 (a) membership fees shall correspond with that applicable to GBA (code 61), and (b) benefits shall correspond with that defined in regulations 18 to 24 of the Constitution of the GBA.

25.2 Should members or dependants of the Railway Mutual Funeral Benefit Society, owing to any reason, not wish to use the burial services of the GBA defined in regulation 18, such members or dependants shall be entitled to a cash amount equal to the auxiliary amount defined in regulation 20 only.

25.3 Should a member of the Railway Mutual Funeral Benefit Society is a member of the GBA too, and should he or his dependants use the services of the GBA or contractor in terms of membership of the Railway Mutual Funeral Benefit Society, an amount corresponding to the benefit scale set out in regulation 19.1 and an assistance amount according to the benefit scale set out in regulation 20, shall be paid to him or his dependants.
The above regulations 1 to 25 relate to members and their dependants.

Regulations 26 to 48 relate to administrative matters and are available for member perusal at the GBA's registered offices.