

Product Disclosure Statement

for an offer of membership in

Beca Super Scheme

Issuer: BGS Trustee Limited

Date: 12 December 2024

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer at www.disclose-register.companiesoffice.govt.nz. BGS Trustee Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial advice provider to help you to make an investment decision.

This document replaces the Product Disclosure Statement dated 19 May 2023.

Section 1 – Key Information Summary

What is this?

This is a managed investment scheme. Your money will be pooled with other investors' money and invested in various investments. BGS Trustee Limited (the **Trustee, we, our or us**) will invest your money and charge you a fee for its services. The returns you receive are dependent on the investment decisions of the Trustee and its underlying investment managers and the performance of the investments. The value of those investments may go up or down. The types of investments and the fees you will be charged are described in this document.

What will your money be invested in?

We currently invest members' money in a range of income and growth assets (through the Beca Group Superannuation Plan (**BGS Plan**)) as summarised below. There is only one investment fund in the Scheme – members do not have a choice of investment funds. This investment fund is summarised below. More information about our investment target and strategy is provided at Section 3 (*Description of our investment strategy*) on page 11.

Beca Super Scheme (Scheme)

Description and Investment Objectives of the Scheme

The Scheme currently has a diversified investment strategy with a balanced growth benchmark asset allocation comprising:

- a **63%** allocation to **growth assets** (Australasian equities, international equities and alternative assets); and
- a **37%** allocation to **income assets** (New Zealand fixed interest, international fixed interest and cash and cash equivalents).

We have two key investment objectives for the Scheme:

- **Objective 1:** to achieve an average after-tax return over the medium term (5 to 7 years) of 2.5% per annum above the inflation rate over the same period; and
- **Objective 2:** to achieve returns ranking in the top 50% of the returns achieved by comparable KiwiSaver funds (as determined by our Investment Consultant Melville Jessup Weaver) over the medium term.

Risk Indicator*

⇐ Potentially lower returns				Potentially higher returns ⇒		
1	2	3	4	5	6	7
⇐ Lower risk				Higher risk ⇒		

***Note:** As our investment policy materially changed effective 19 May 2023, we consider that using actual returns for the entire relevant period (1 October 2019 to 30 September 2024) would likely mislead with regard to potential future volatility. Accordingly, the risk indicator has been calculated using:

- market index returns (based on the composite benchmark portfolio currently used to compare Scheme investment returns), rather than actual returns, for the period 1 October 2019 to 18 May 2023; and
- actual returns only for the period 19 May 2023 to 30 September 2024.

The risk indicator may therefore provide a less reliable indicator of the Scheme's future volatility.

For more information on the composite benchmark portfolio, see the *Other Material Information* document (**OMI**) on the Disclose Register (**Disclose**) at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter and click on *Beca Super Scheme* and go to the *Documents* tab).

Estimated Annual Fund Charges

0.70% per annum of your Scheme balance. See Section 5 (*What are the fees?*) on pages 15 and 16 for more information.

Transfer fee

A transfer fee (currently \$200) is payable for the second and any later transfer from your Locked-in Balance (see page 6) to a KiwiSaver scheme while you remain a contributing member of the Scheme.

See Section 4 (*What are the risks of investing?*) on pages 13 and 14 for an explanation of the risk indicator and for information about other risks that are not included in the risk indicator. To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-profiler.

Who manages the Beca Super Scheme?

BGS Trustee Limited is the manager of the Scheme. See Section 7 (*Who is involved?*) on page 17 for further details.

How can you get your money out?

With limited exceptions (Serious Illness or a life-shortening congenital condition, significant financial hardship, permanent emigration or buying a first home) your **Locked-in Balance** (see page 6) will not be payable until you reach New Zealand Superannuation (**NZ Super**) age, which is currently age 65.

In some cases of early withdrawal from your Locked-in Balance, you must leave some of that balance in the Scheme.

You may be able to withdraw some or all of your **Standard Balance** (see page 6) to buy your first home. However, you will otherwise be eligible to receive your Standard Balance only when ceasing *Service* (as defined for Scheme purposes – see page 5) or reaching NZ Super age while in Service.

If you die or become Totally and Permanently Disabled while in Service, additional salary-based insured benefits may be payable.

Currently, if you cease Service:

- aged 55 or more due to retirement or illness (not being Total and Permanent Disablement or Serious Illness); or
- due to redundancy;

you may choose to leave your Standard Balance and (unless you choose to transfer it to KiwiSaver) your Locked-in Balance in the Scheme for up to 10 years. The amount initially left in the Scheme, plus the BGS Plan if relevant, must exceed the minimum we determine from time to time (currently \$100,000).

Otherwise, when you cease to be in Service:

- your Standard Balance will be paid to you as a lump sum; and
- unless you have reached NZ Super age (or qualify for an earlier withdrawal - see above) your Locked-in Balance must be transferred to KiwiSaver.

See Section 2 (*How does this investment work?*) on page 5 for further details.

How will your investment be taxed?

The Scheme is not a portfolio investment entity (**PIE**) for tax purposes. See Section 6 of the PDS (*What taxes will you pay?*) on page 17 for more information.

Where can you find more key information?

The Trustee is required to publish annual updates for the Scheme. The updates show the returns, and the total fees actually charged to investors, during the previous year. The latest fund update is available at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter and click on *Beca Super Scheme* and go to *Investment Options*). The Trustee will also give you a copy of this document on request.

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Section 2 – How does this investment work?

This Product Disclosure Statement offers you membership of the Beca Super Scheme (**Scheme**), a trust registered under the Financial Markets Conduct Act 2013 as an employer-related restricted workplace savings scheme and designed to help you save for retirement. The Scheme is a complying superannuation fund for KiwiSaver purposes. Your membership is governed by a Trust Deed.

The significant benefits of investing in the Scheme include employer and Government contributions for your benefit and (subject to our insurer agreeing to cover you) premium-free access to death and total and permanent disablement insurance. Additionally, as a managed fund, the Scheme gives you access to investments you may be unable to access as an individual.

Joining the Scheme

If:

- you are employed permanently by any associated company of Beca Corporate Holdings Limited (**Company**) which participates in the Scheme (**Beca Group**); and
- your employer invites you to join the Scheme;

you can join during any period when (as determined by the Trustee) it is open to new members.

You can do so by completing the application form at the back of this document.

Your admission to membership will take effect on the 1st day of the following month, or on such other date as you may agree with the Trustee. Further information on how to join is set out in Section 10 (*How to apply*) on page 19.

Overview

The Scheme's purposes are to provide you with:

- retirement savings benefits when you cease Service or retire (or reach NZ Super age);
- insured benefits if you die or become totally and permanently disabled before retirement; and
- KiwiSaver-consistent savings incentives.

Service for Scheme purposes currently means continuous permanent employment with a Beca Group company either fulltime or (with your agreement) for no less than 24 hours per week or such fewer hours as your employer may determine at its discretion.

Your Scheme benefits will be based on your own and your employer's contributions and the Government's contributions for your benefit (see pages 6 and 7), and investment earnings on those amounts.

Responsible investment statement

Responsible investment, including environment, social, and governance considerations, is taken into account in the investment policies and procedures of the Scheme as at the date of this Product Disclosure Statement. You can obtain an explanation of the extent to which responsible investment is taken into account in those policies and procedures at our Internet site www.becasuper.co.nz (go to *Scheme Documentation* and select *Statement of Investment Policy and Objectives*).

Scheme invests through BGS Plan

The Scheme's assets are a single trust fund currently invested through the BGS Plan. The Trustee, as Scheme trustee, is a BGS Plan member. The BGS Plan's assets are also managed by the Trustee, as BGS Plan trustee, and by professional underlying investment managers.

This arrangement means the expenses of managing and administering the Scheme are deducted from the assets of the BGS Plan managed on behalf of Scheme members (except to the extent that the Company agrees the Beca Group will meet those expenses).

Most assets held for the Scheme in the BGS Plan are invested in pooled investment funds managed by underlying investment managers. The BGS Plan assets are otherwise invested directly by the Trustee itself (as BGS Plan trustee) in individual shares, cash and fixed interest securities.

Making investments

When you join the Scheme, we will establish four accounts:

- **Member Complying Account:** for your own locked-in contributions and Government contributions.
- **Member Savings Account:** for your own standard (i.e. non-locked in) contributions.
- **Employer Complying Account:** for your employer's locked-in contributions.
- **Employer Savings Account:** for your employer's standard (i.e. non-locked in) contributions.

Your Complying Account balances are your **Locked-in Balance** and your Savings Account balances are your **Standard Balance**.

Your contributions

By joining the Scheme you agree to contribute at the rate of not less than **4%** of your gross salary or wages as defined in the KiwiSaver legislation (**Gross Salary**). This contribution is automatically deducted from your after-tax pay and paid directly to the Scheme.

You can choose a higher rate – currently **6%, 8% or 10%**. You can increase or decrease your rate, subject to the 4% minimum.

At least the **first 3%** of your contributions must be credited on a KiwiSaver-like locked-in basis to your Member Complying Account, but you may elect to lock in all or a greater portion. The **remainder** if any (e.g. the other 1% if you contribute at 4%) will be credited on a non-locked-in basis to your Member Savings Account.

You must contribute until the earlier of reaching NZ Super age (currently 65) and ceasing Service (see page 5). If you had already reached NZ Super age when joining the Scheme, you must contribute until ceasing Service.

When you reach NZ Super age, you will be:

- eligible to withdraw your Locked-in Balance; but
- ineligible for continuing Government contributions (see page 7).

If you remain in Service at NZ Super age, you must stop contributing to the Scheme unless you have elected before then to continue contributing.

While you are temporarily absent from Service due to (e.g.) unpaid parental leave or full-time education or training, your contributions will be suspended. However, if (while otherwise still temporarily absent) you return to performing some part-time work, you can choose to contribute to the Scheme on the above basis.

Your employer's contributions

Your employer will contribute an amount equal to **4%** of your **Gross Salary** while you contribute to the Scheme, with:

- the first 3% credited on a KiwiSaver-like locked-in basis to your Employer Complying Account; and
- the other 1% credited on a non-locked in basis to your Employer Savings Account.

Employer's superannuation contribution tax will be deducted from your employer's contributions before the net amount is paid to the Scheme. For information, see the OMI on Disclose.

The employers also contribute the full cost of the death and disablement insurance provided through the Scheme.

Your employer will contribute, while you keep contributing, until you cease Service (see page 5).

Government contributions

If you are aged between 18 and 65 then currently while you contribute you will also receive Government contributions to your Member Complying Account. These will be 50 cents per dollar you contribute to that account, up to a maximum Government contribution of \$521.43 per year ended 30 June.

Your Government contribution entitlements will start on the 1st of the month in which you begin contributing (you will get a lesser Government contribution that year, based on the number of days you were eligible).

If you also contribute to a KiwiSaver scheme, your Government contributions will be paid to the scheme that first requests them.

Earnings applied to your accounts

As at the end of each Scheme year (31 August) we calculate the Scheme's investment earnings rate for the year based on investment returns (positive or negative) less Scheme expenses and investment income tax. Once we complete this calculation, we update your accounts with the declared earnings rate.

When you withdraw or transfer any amount from the Scheme, we will apply investment earnings (positive or negative), less Scheme expenses and investment income tax, to your withdrawal or transfer amount for the period from the last year-end as at which we calculated the Scheme's investment earnings rate to the date of payment (using a year-to-date interim earnings rate based on actual and benchmark investment returns).

For details on how year-end and interim earnings rates are determined, see the OMI on Disclose.

Can I suspend my contributions?

Yes. If you have contributed to the Scheme for a year or more, you can stop contributing for up to 5 years at a time. You can do this any number of times. If you suspend your contributions:

- you will remain a Scheme member; but
- your employer's contributions for your benefit will be suspended; and
- your insurance cover will also be suspended (unless the suspension is because you are on parental leave or other Beca and insurer-approved temporary absence).

You must write to us if you want to suspend your contributions.

Withdrawing your investments

You will be eligible to receive your full Standard Balance as a lump sum when ceasing Service or reaching NZ Super age.

Your Locked-in Balance will be payable when you reach NZ Super age. Generally, it must otherwise be transferred to a KiwiSaver scheme when you cease Service.

The main circumstances in which benefits are payable from the Scheme are:

Benefit	Standard Balance	Locked-in Balance
Ceasing Service	✓	X
NZ Super age	✓	✓
Death	✓	✓
Total and Permanent Disablement	✓	✓*
Life-shortening congenital condition	X	✓
First home purchase	✓	✓
Significant financial hardship	X	✓

*If also qualifying as Serious Illness (see below).

We elaborate below. For more information see the OMI on Disclose.

Reaching NZ Super age

If you reach NZ Super age while in Service, you will be entitled to receive your Standard Balance as a lump sum but may choose to defer payment until ceasing Service.

If you had already reached NZ Super age when joining the Scheme, you cannot withdraw your Standard Balance until ceasing Service.

You may withdraw your Locked-in Balance on reaching NZ Super age.

Ceasing Service

After ceasing Service (see page 5), generally you:

- will receive your Standard Balance as a lump sum; and
- must transfer your Locked-in Balance to a KiwiSaver scheme;

unless you leave due to death, Total and Permanent Disablement, Serious Illness or a Life-Shortening Congenital Condition, in which case different rules apply (see page 9).

However, if you cease Service:

- aged 55+ due to retirement or illness (not being Total and Permanent Disablement or Serious Illness); or
- due to redundancy;

then (provided the combined amount initially left in the Scheme, and the BGS Plan if relevant, exceeds the minimum we determine from time to time - currently \$100,000) you can elect to leave in the Scheme for up to 10 years:

- your Standard Balance; and
- unless you choose to transfer it to KiwiSaver, your Locked-in Balance.

For more information, see *Benefit deferral facility* in the OMI on Disclose.

We may cancel or vary the benefit deferral facility at any time or (on an exceptions basis and at our discretion) prescribe alternative eligibility criteria for electing a benefit deferral.

Death or Total and Permanent Disablement

Overview

If while aged below 65 and in Service (this excludes any period of temporary absence from the Beca Group's

continuous permanent employment other than due to parental leave or other Beca and insurer-approved temporary absence):

- you die; or
- our insurer is satisfied you are stopping work due to Total and Permanent Disablement as defined in our insurance policy (see the OMI on Disclose);

an additional insured benefit may be payable.

If you do not join the Scheme when first invited (or are absent from work due to sickness or injury when your membership starts), you may need to complete a medical questionnaire and attend a medical examination. As a result, our insurer may restrict or decline to grant cover.

Benefit amount

If you die or become Totally and Permanently Disabled while in Service then, subject to insurance as explained above (and assuming, if disabled, that you also satisfy the **Serious Illness** test – see below), your Scheme benefit will be a lump sum equal to either:

- twice your before-tax base salary (base salary for this purpose is currently subject to a maximum of \$200,000, but the Company may approve a higher maximum from time to time); **or**
- if it is a greater amount:
 - your total Scheme balance; plus
 - any benefit payable from the BGS Plan (disregarding any portion relating to additional voluntary contributions to that Plan).

Your eligibility for the salary-based benefit is subject to being below age 65 and your cover not having been suspended because you suspended contributing.

General

If you die, your death benefit (your total Scheme balance and any insured benefit) will be payable to your estate.

If you transfer all or any of your Locked-in Balance to KiwiSaver, we will reduce your insurance cover accordingly.

You will not be entitled to insured benefits after reaching age 65.

We may agree different insurance terms and conditions, or change our insurer, at any time.

Serious Illness or Life-Shortening Congenital Condition

You can withdraw your Locked-in Balance if we are reasonably satisfied you have suffered **Serious Illness** as defined for KiwiSaver purposes (see the OMI on Disclose).

If you are entitled to a Serious Illness withdrawal, you will probably also be entitled to a Total and Permanent Disablement benefit.

You can also withdraw your Locked-in Balance if we are reasonably satisfied you have a **Life-Shortening Congenital Condition** as defined for KiwiSaver purposes (see the OMI on Disclose).

Buying a first home

If you have been a member of the Scheme (and/or KiwiSaver) for a combined total period of 3 or more years, you may make a withdrawal from your Scheme balance to buy your first home or land (provided you leave at

least \$1,000 in your Locked-in Balance).

The home purchase withdrawal criteria are the same as those applying under KiwiSaver. Currently you must:

- intend the home or land to be your principal home;
- never have made a home purchase withdrawal; and
- never have owned a home or land before, either alone or jointly (limited exceptions apply) or be considered by Kāinga Ora to be in the same financial position as a first home buyer (see www.kaingaora.govt.nz/home-ownership/kiwisaver-first-home-withdrawal/).

For more information, see the OMI on Disclose.

Court order

We must comply with the provisions of any Court order directing a payment from your Scheme balance.

Other early withdrawals from Locked-in Balance

You can apply for an early withdrawal from your Locked-in Balance in other limited circumstances (see below).

Permanent emigration

You may withdraw your Locked-in Balance (excluding Government contributions) if a year or more has passed since you left the Beca Group to permanently emigrate. We must in that case repay your Government contributions to the Government, though you will receive the investment earnings on them. We will need a completed statutory declaration and certain other evidence.

Significant financial hardship

You can make a withdrawal from your Locked-in Balance if we are reasonably satisfied that:

- you are suffering or likely to suffer from significant financial hardship as defined for KiwiSaver purposes (see the OMI on Disclose); and
- the withdrawal is necessary to alleviate that hardship.

You must give us a statutory declaration as to your assets and liabilities (contact the Administration Manager for this form). We will also require evidence to support your withdrawal request.

The withdrawal cannot include any Government contributions (these must remain in your Member Complying Account) but can include any investment earnings on those contributions.

After the withdrawal, you will remain a Scheme member and must continue contributing.

Transferring out of the Scheme

You may transfer all or some of your Locked-in Balance to a KiwiSaver scheme at any time, but if still in Service you will remain a member of (and must continue contributing to) this Scheme. If you transfer all of your Locked-in Balance to KiwiSaver then you may also transfer all of your Standard Balance to that scheme and cease to be a member of this Scheme.

If, before you reach NZ Super age:

- you cease Service; or
- the Scheme's complying superannuation fund status is revoked; or
- the Scheme is wound up,

your Locked-in Balance must be transferred to a KiwiSaver scheme, unless (if ceasing Service) you are permitted, and choose, to leave it in the Scheme - see *Ceasing Service* on page 8.

Section 3 – Description of our investment strategy

Investment Objectives

We have two key investment objectives for the Scheme:

- **Objective 1:** to achieve an average after-tax return over the medium term (5 to 7 years) of 2.5% per annum above the inflation rate over the same period.
- **Objective 2:** to achieve returns ranking in the top 50% of the returns achieved by comparable KiwiSaver funds (as determined by our Investment Consultant Melville Jessup Weaver) over the medium term.

Investment Strategy

This table shows the current benchmark asset allocation mix and permitted investment ranges for the Scheme (which mirror those of the BGS Plan, into which all Scheme assets are invested).

ASSET CLASS	BENCHMARK MIX	PERMITTED RANGE
Australasian Equities	20%	10% – 30%
International Equities	30%	10% – 50%
Alternative Assets*	13%	0% – 23%
Total Growth Assets	63%	40% – 80%
New Zealand Fixed Interest	15%	5% – 25%
International Fixed Interest	15%	5% – 25%
Cash and Cash Equivalents	7%	0% – 22%
Total Income Assets	37%	20% – 60%

Risk Indicator**

⇐ Potentially lower returns				Potentially higher returns ⇒		
1	2	3	4	5	6	7
⇐ Lower risk				Higher risk ⇒		

Minimum Suggested Investment Timeframe

5 to 12 years.

* See the OMI on Disclose.

** As our investment policy materially changed effective 19 May 2023, we consider that using actual returns for the entire relevant period (1 October 2019 to 30 September 2024) would likely mislead with regard to potential future volatility. Accordingly, the risk indicator has been calculated using:

- market index returns (based on the composite benchmark portfolio currently used to compare Scheme investment returns), rather than actual returns, for the period 1 October 2019 to 18 May 2023; and
- actual returns only for the period 19 May 2023 to 30 September 2024

The risk indicator may therefore provide a less reliable indicator of the Scheme's future volatility.



For more information on the composite benchmark portfolio, see the OMI on Disclose.

For more information about the Scheme's investment activities and the assets in which the Scheme invests see the Statement of Investment Policy and Objectives (**SIPO**) for the Scheme at www.disclose-register.companiesoffice.govt.nz (select *Search for a scheme*, enter and click on *Beca Super Scheme* and go to *Documents*).

We may change the SIPO at any time at our discretion, without notifying you in advance. We will notify you of any material SIPO changes in our next Annual Report (and you can see a copy of the SIPO as amended from time to time on Disclose).

Further information about the assets in the Scheme can be found in the fund updates at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter and click on *Beca Super Scheme* and go to *Investment Options*).

Section 4 – What are the risks of investing?

Understanding the risk indicator

Managed funds in New Zealand must have a standard risk indicator. The risk indicator is designed to help investors understand the uncertainties both for loss and growth that may affect their investment. You can compare funds using the risk indicator.

⇐ Potentially lower returns				Potentially higher returns ⇒			
1	2	3	4	5	6	7	
⇐ Lower risk				Higher risk ⇒			

For the risk indicator rating for the Scheme, see the table on page 11.

The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the fund's assets goes up and down (volatility). A higher risk generally means higher potential returns over time, but more ups and downs along the way.

To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-profiler.

Note that even the lowest category does not mean a risk-free investment, and there may be other risks that are not captured by this rating.

This risk indicator is not a guarantee of the Scheme's future performance. The risk indicator is based on the returns data for the 5 years ended 30 September 2024. While risk indicators are usually relatively stable, they do shift from time to time. You can see the most recent risk indicator in the latest fund update for the Scheme.

General investment risks

Some of the things that may cause the Scheme's value to move up and down, and which affect the risk indicator, are:

- **Asset allocation risk:** the main determinant of risk is the mix of growth and income assets – growth assets (like equities) are generally considered riskier than income assets (like fixed interest) and more likely to produce negative short-term returns;
- **Market risk:** market sentiment, inflation, interest rates, employment, political events, environmental and technological issues, pandemic illnesses or natural disasters affecting value – we seek to reduce this risk by diversifying (currently) across equities, alternative assets, fixed interest and cash;
- **Manager risk:** investment decisions made by the managers of the investment funds in which we invest (and by other underlying fund managers where relevant) resulting in returns differing from a relevant index and from competing investments – we seek to reduce this risk by reviewing manager appointments from time to time;
- **Currency risk:** fluctuating exchange rates affecting international returns – currently we seek to reduce this risk by requiring prescribed portions of our international investments to be 'hedged' to protect against exchange rate fluctuations;
- **Interest rate risk:** interest rates rising, causing fixed interest investments to decrease in value because of the way interest rates affect debt securities;
- **Credit risk:** where we invest in fixed interest or cash or cash equivalents, a borrower defaulting or



being unable to meet its financial obligations (resulting in reduced returns or inability to recover the full amount invested) – currently we seek to reduce this risk as described in the SIPO;

- **Liquidity risk:** markets becoming illiquid, meaning we cannot sell assets when we want to, or can only sell them at a discount, to enable withdrawals (some assets are more difficult to sell than others, especially when market conditions deteriorate); and
- **Specific investment risk:** equities in which we invest under-performing due to poor corporate management, competitive activity or economic factors (or being unable to pay dividends or distributions) – currently we seek to reduce this risk as described in the SIPO.

Other specific risks

No other specific risks have currently been identified.

For more information on the risks of investing in the Scheme, see the OMI on Disclose at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter *Beca Super Scheme* and go to *Documents*).

Section 5 – What are the fees?

You will be charged fees for investing in the Beca Super Scheme. Fees are deducted from your investment and will reduce your returns. Where the Trustee invests in other funds, those funds may also charge fees. The fees you pay will be charged in two ways:

- regular charges (for example, annual fund charges). Small differences in these fees can have a big impact on your investment over the long term;
- one-off fees (currently none, other than the potential transfer fee described below).

Estimated annual fund charges
The currently estimated fund annual charges for the Scheme are 0.70% of your Scheme balance.

Annual fund charges

The annual fund charges currently comprise:

- the investment management fees and expenses charged or incurred by the managers of the underlying investment funds in which most assets held for the Scheme in the BGS Plan are invested;
- the brokerage fees and other investment-related costs incurred in respect of the portion of the assets held for the Scheme in the BGS Plan which is invested directly by the Trustee itself (as trustee of the BGS Plan) in individual shares, cash and fixed interest securities;
- the portion of the fees and expenses charged by the Administration Manager which is attributed to the Scheme;
- the portion of the fees paid to two of the directors of the Trustee (for acting as directors) which is attributed to the Scheme; and
- other expenses for managing and administering the Scheme (including audit fees, professional adviser fees, regulator fees such as levies, and other administration charges).

When calculating the estimated annual fund charges, we used estimates of all those items.

The annual fund charges are deducted from Scheme assets before we determine earnings rates, so they will affect your benefits from the Scheme.

Although the Scheme has an external Administration Manager, a team within Beca provides a range of administrative support (including secretarial) services at no charge.

No fees are payable from the Scheme for the services provided by any of the five Trustee directors who are employed by the Beca Group.

Transfer fee

We will deduct a transfer fee (currently \$200) from your Locked-in Balance for the second and any subsequent transfer of all or any of your Locked-in Balance to a KiwiSaver scheme while you remain a contributing member of the Scheme.

Example of how fees apply to an investor

Jim invests \$10,000 in the Beca Super Scheme. The starting value of his investment is \$10,000.

He is charged management and administration fees, which work out to about \$70 (0.70% of \$10,000). These fees might be more or less if his account balance has increased or decreased over the year.

**Estimated total fees for the first year**

Fund charges: \$70

See the latest fund update for an example of the actual returns and fees investors were charged over the past year.

The fees can be changed

The fees incurred by the Scheme may be altered by agreement between us and our service providers.

We may start charging fees for our provision of investment management services (or other member services) at any time. If such fees are imposed, those may be altered at any time.

BGS Trustee Limited must publish a fund update for the Scheme showing the fees actually charged during the most recent year. Fund updates, including past updates, are available at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter and click on *Beca Super Scheme* and go to *Investment Options*).



Section 6 – What taxes will you pay?

Tax can have significant consequences for investments. If you have any queries relating to the tax consequences of investing in the Scheme, you should obtain professional advice on those consequences.

The Scheme is not a portfolio investment entity (**PIE**) for tax purposes. This means it is currently taxed at the rate of 28% on all taxable investment income less deductible expenses.

For more information on the tax treatment of the Scheme's investment income, and on taxation generally, see the OMI on the Disclose Register at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter and click on *Beca Super Scheme* and go to the *Documents* tab).

Section 7 – Who is involved?

BGS Trustee Limited is the manager and trustee of the Scheme.

The Trustee is legally responsible for managing the Scheme. We admit employees to membership and are responsible for ensuring the Scheme is managed in members' best interests and complies with the law.

For information about our directors, see the OMI at www.disclose-register.companiesoffice.govt.nz (select *Search for an offer*, enter *Beca Super Scheme* and go to *Documents*).

Our directors may change from time to time without us notifying you.

You can contact us care of the Administration Manager at:

Telephone: 09 980 0531 or 0800 728 370

Address: BGS Trustee Limited
c/- Melville Jessup Weaver
Administration Manager
Beca Super Scheme
Level 6, 57 Fort Street
PO Box 4014
Auckland 1140

Attention: Karen Vernon

Email: becasuper@mjlw.co.nz

Who else is involved?

Service provider	Name	Role
Administration Manager	Melville Jessup Weaver Limited	Performs administration management functions.

The Scheme does not have its own investment managers. As at the date of this Product Disclosure Statement, the managers of the underlying funds into which most assets held for the Scheme in the BGS Plan are directly invested are:



- **Ironbark Asset Management Fund Services Limited** – international equities;
- **Mercer (N.Z.) Limited** – alternative assets (international listed infrastructure), New Zealand fixed interest and cash and cash equivalents;
- **Nikko Asset Management New Zealand Limited** – Australasian equities, international equities and international fixed interest; and
- **Salt Funds Management Limited** – international equities and alternative assets (international listed infrastructure).

We may change our Administrator or an underlying investment manager at any time.

Section 8 – How to complain

We have an internal complaints process and will investigate any complaint promptly, thoroughly and fairly.

You may complain by telephone, email or letter. In the first instance, please contact:

BGS Trustee Limited
c/- Melville Jessup Weaver
Administration Manager
Beca Super Scheme
Level 6, 57 Fort Street
PO Box 4014
Auckland 1140

Attention: Karen Vernon

Telephone: 09 980 0531 or 0800 728 370

Email: becasuper@mjlw.co.nz

The Administration Manager will raise the complaint with us if unable to resolve it.

We also belong to an independent financial ombudsman service operated by Financial Services Complaints Limited (**FSCL**) – a financial ombudsman service. If you complain to us and reach the end of our internal complaints process without your complaint being resolved, FSCL may be able to consider your complaint. You may refer the matter to FSCL by emailing complaints@fscl.org.nz, calling FSCL on 0800 347 257 or writing to FSCL at:

Financial Services Complaints Limited
Level 4, 101 Lambton Quay
PO Box 5967
Wellington 6140

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz.

FSCL will not charge you a fee to investigate or resolve a complaint.



Section 9 – Where you can find more information

Further information relating to the Scheme and Scheme membership (including financial statements) is available at www.disclose-register.companiesoffice.govt.nz, which contains both an offer register and a scheme register (search *Beca Super* on each register).

Copies of the information on each register are available on request to the Registrar of Financial Service Providers.

Fund updates and other information about the Scheme are also available on Disclose or on request from us (at no charge).

Section 10 – How to apply

To apply to join the Scheme, complete the form at the back of this document and return it (with proof of identity and date of birth) to:

**The Trustee
Beca Super Scheme
c/– Melville Jessup Weaver
PO Box 4014
Auckland 1140**

Attention: Karen Vernon

Alternatively you can **email** scanned PDF copies of the completed Application Form (and your proof of identity and date of birth) to becasuper@mjlw.co.nz.



Beca Super Scheme – Application Form

To: BGS Trustee Limited (**Trustee**)

and: Beca Corporate Holdings Limited (**Company**)

Full name

Home
address

Post code

Work phone
number

Employee
number

Beca email
address

Employing
company*

*Beca Limited, Beca Group Limited or Beca Applied Technologies Limited

Date of birth

IRD
number

Is this the **first time** you have been invited to join the Scheme?

Yes

☐

No

☐

Please print clearly and provide **proof of identity** and date of birth (e.g. a copy of a driver's licence or passport).

I apply to join the Scheme and I authorise my employer to deduct from my salary the contributions required from me as a member of the Scheme.

Contributions

You must contribute at the rate of not less than **4%** of your Gross Salary (with 3% credited to your Locked-in Balance and 1% credited to your Standard Balance).

You can choose a higher contribution rate and different contributions split (see the next page).

The minimum portion that must be credited to your Locked-in Balance is 3%.



Please indicate below:

- your chosen total **contribution rate** as a percentage of Gross Salary; and
- how you wish to **split** this between your Locked-in Balance and your Standard Balance (if you do not indicate a split, then 3% will be credited to your Locked-in Balance and the remainder will be credited to your Standard Balance):

	Contribution rate (Tick one)	Contributions split	
		Locked-in % (minimum 3%)	Standard %
4%	<input type="checkbox"/>	<input type="text" value=""/>	<input type="text" value=""/>
6%	<input type="checkbox"/>	<input type="text" value=""/>	<input type="text" value=""/>
8%	<input type="checkbox"/>	<input type="text" value=""/>	<input type="text" value=""/>
10%	<input type="checkbox"/>	<input type="text" value=""/>	<input type="text" value=""/>

Notes

Your **employer's** contribution rate is fixed at 4% of Gross Salary (less contribution tax), with 3% credited to your Locked-in Balance and 1% credited to your Standard Balance (less contribution tax in each case).

You can **change** your contribution rate (and split) at a later date by completing a *Contribution Rate Change Request* form (available from the Scheme website at www.becasuper.co.nz/existing-member).

The portion of your contributions that must be credited to your Locked-in Balance may increase if the KiwiSaver legislation changes.

Consents and acknowledgements

- 1 I **confirm** that I have received a copy of the Scheme's Product Disclosure Statement (**PDS**).
- 2 I **agree** to be bound by the Scheme's terms and conditions as set out in the PDS, this Application Form, the Scheme-related information on the Scheme Register and the Offer Register at www.disclose-register.companiesoffice.govt.nz and the provisions of the Scheme's Trust Deed (as amended from time to time).
- 3 I **authorise** my employer to deduct my contributions from my after-tax salary and pay them to the Trustee.
- 4 By joining the Scheme I **agree** with my employer that, while locked-in employer contributions are being credited to my Locked-in Balance in the Scheme, any compulsory employer contributions payable by my employer for my benefit under the KiwiSaver Act 2006 will be allocated entirely to the Scheme, meaning that my employer will not contribute to a KiwiSaver scheme for my benefit.
- 5 I **understand** that, with the limited exceptions set out in the PDS, access to my Locked-in Balance is not permitted until I reach NZ Super age (which is currently 65).
- 6 I **understand** that personal information in respect of me will be collected, held and used by the Trustee for the purposes of administering my Scheme membership, administering the benefits payable under the Scheme and otherwise in accordance with the Privacy Act 2020.



- 7 I **consent** to the Trustee disclosing such personal information to any other service provider as the Trustee considers necessary for that service provider to undertake the tasks allocated to it by the Trustee.
- 8 I **consent** to the Company and my employer disclosing to the Trustee (and to the Administration Manager of the Scheme) such personal information in respect of me as is necessary for the Trustee to discharge its responsibilities or to administer my Scheme membership.
- 9 I **consent** to the Trustee disclosing to the Company, my employer and the Administration Manager such personal information in respect of me as is considered necessary to administer and monitor my benefits as a Scheme member.
- 10 I **understand** that I have the right, subject to certain limitations in the Privacy Act 2020, to see any personal information relating to me and to request that it is corrected if I think any detail is wrong (and that on request, the Trustee will give me the name and address of any person or organisation that has received personal information about me from the Trustee).
- 11 By providing my email address, I **consent** to receiving information about the Scheme (including my annual Member Benefit Statement and the Trustee's Annual Report) electronically. Should I not wish to receive such information electronically, or should my email address change, I undertake to advise the Administration Manager (whose contact details are set out in the PDS).
- 12 I **agree** to notify the Administration Manager as soon as possible of any change to my residential address.
- 13 I **understand** that if I die then the Trustee will pay my death benefit (i.e. my Locked-in and Standard Balances and any insured benefit) to my estate. I acknowledge that it is important to keep my Will up to date so that my legal personal representatives can distribute my estate in accordance with my wishes.
- 14 I **acknowledge** that if I am not joining the Scheme when first invited (or if I am absent from work due to sickness or injury on the day when my Scheme membership starts) then:
- (a) for insurance assessment purposes, I may need to complete a medical questionnaire (and if required attend a medical examination);
 - (b) until the Scheme's insurer assesses my health evidence, I will not be covered for the Scheme's insured death or Total and Permanent Disablement benefit; and
 - (c) depending on my state of health or other relevant circumstances, the insurer may restrict (or decline to grant) cover, in which case the Administration Manager will advise me in writing.

Signature:

Date:

Please attach a copy of your proof of identity and return this completed form to:

**The Trustee
Beca Super Scheme
c/- Melville Jessup Weaver
PO Box 4014
Auckland 1140**

Attention: Karen Vernon

Note: Your membership of the Scheme will start on the 1st day of the month following the written acceptance of your application by the Trustee, or on such other date as you may agree with the Trustee.