

such event, a penalty shall be imposed on the employer, which penalty shall be equal to 10% or R100 whichever is the greater, of the amount due. Any penalty plus the full amount originally due, shall be payable in cash on demand.

- (2) **Legal costs:** Whenever it becomes necessary or expedient for the Council to institute legal action in a court of law for the recovery of any amounts of money due to either the Council, an employee or an employer in terms of subclause (1) but not paid over to the Council after having been requested to do so, then and in such event the debtor shall be liable for all legal costs incurred by the Council in the recovery of the amount due, including costs on an attorney and client scale in the event of a legal practitioner, an arbitrator or a collections agency having been instructed by the Council to collect the amount.
- (3) **Forfeiture of claimed amounts to Council:**
 - (a) Whenever the Council has claimed an amount owing to an employee or an ex-employee in terms of this Agreement and the amount was paid over to the Council but the employee or ex-employee failed to collect such amount from the Council within a period of three years (36 months), such amount will accrue to the general funds of the Council. It will then be accepted that the employee or ex-employee has waived all its rights to such amount.
 - (b) The employee or ex-employee will have no further or alternate claim for the same amounts in terms of the Agreement against the employer.
- (4) **Indemnity clause:** The members of the Council, their alternates, the Executive Committee or their alternates and the Council officials shall not be liable for any debts and/or liabilities of the Council or any of its banking accounts or funds and they are hereby indemnified against all losses and/or expenses incurred or which may be incurred by them in the bona fide lawful execution or discharge of their duties.

21(B) FUNERAL BENEFITS

- (1) Membership of the Hospitality Group Funeral Insurance Scheme, as underwritten by Metropolitan Life Limited with Registration No. 1949/032491/06 as per policy Number 4151686104 is compulsory for all employees, (other than a casual employee or a special function casual employee) who are employed in the Scope and Sector of the Bargaining Council for the Restaurant, Catering and Allied Trades and who has not reached the age of 65 (sixty five) years.
- (2) For the purpose of providing employees with Funeral Benefits, every employer shall, in respect of each month, deduct R12-50 from the wages payable to each employee and add to such a deduction an amount of R12-50.
- (3) Every employer shall ensure that the amounts referred to in sub-clause (2) are paid monthly in advance by debit order or by electronic transfer to: Extra Dimensions (the administrator) Reg No 2007/000667/23, Standard Bank, Braamfontein Branch, Code 004805, Account Number 000462136.
- (4) A completed statement in the form of Annexure I showing the number of employees from whom deductions and contributions were made, or should have been made, their names and ID Numbers, shall be forwarded monthly by all employers to: P.O. Box 2363, Florida Hills 1716 or email to funeral@tshepong.co.za not later than the 15th day of the month succeeding that during which the deductions and contributions were made.
- (5) Notwithstanding the provisions of clause 21(B) in respect of commission workers, commission workers who have not reached the age of 65 (sixty five) years shall join the funeral benefit scheme. The employer and employee shall contribute a monthly amount of R12.50 each.